SCANNING & DIGITIZATION OF CASE RECORDS FOR DRTS AND DRATS ACROSS INDIA

REQUEST FOR PROPOSAL

RFP Number: CERSAI/DRTRFP/103/2015 dated 14.07.2015

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERSAI</td>
<td>Central Registry of Securitisation Asset Reconstruction &amp; Security Interest of India</td>
</tr>
<tr>
<td>CPP</td>
<td>Central Procurement Portal</td>
</tr>
<tr>
<td>DFS</td>
<td>Department of Financial Services</td>
</tr>
<tr>
<td>DPI</td>
<td>Dots Per Inch</td>
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<tr>
<td>DRT</td>
<td>Debt Recovery Tribunal</td>
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<tr>
<td>DRAT</td>
<td>Debts Recovery Appellate Tribunal</td>
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<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>FI</td>
<td>Financial Institution</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
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<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>NIC</td>
<td>National Informatics Centre</td>
</tr>
<tr>
<td>OA</td>
<td>Original Application</td>
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<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<tr>
<td>OTP</td>
<td>One Time Password</td>
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<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PO</td>
<td>Presiding Officer</td>
</tr>
<tr>
<td>RC</td>
<td>Recovery Certificate</td>
</tr>
<tr>
<td>RO</td>
<td>Recovery Officer</td>
</tr>
<tr>
<td>SA</td>
<td>Securitisation Application</td>
</tr>
<tr>
<td>SARFAESI</td>
<td>Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>SRS</td>
<td>Software Requirements Specification</td>
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<tr>
<td>TEC</td>
<td>Tender Evaluation Committee</td>
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1 Invitation for Proposal

1.1 RFP Notice

This RFP document is being published by CERSAI, for the project “Scanning & Digitization of Case Records for DRTs and DRATs across India”. Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of proposal in response to this notice shall be deemed to have been done after careful study and examination of this document (and clarification / corrigendum issued subsequently, if any) with full understanding of its terms, conditions and implications. This RFP document is not transferable.

This project “Scanning & Digitization of Case Records for DRTs and DRATs across India” is an initiative by the DFS which is sponsored by CERSAI. NIC has agreed to provide a private cloud network to DFS for the data storage and management of e-DRTs and e-DRATs.

1.2 Critical Information

<table>
<thead>
<tr>
<th>#</th>
<th>Information</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Project Name</td>
<td>Scanning &amp; Digitization of Case Records for DRTs and DRATs across India</td>
</tr>
<tr>
<td>2.</td>
<td>RFP Number</td>
<td>CERSAI/DRTRFP/103/2015 dated 14.07.2015</td>
</tr>
<tr>
<td>3.</td>
<td>RFP Release Date</td>
<td>15.07.2015</td>
</tr>
<tr>
<td>4.</td>
<td>Cost of Tender Document</td>
<td>Rs 5,000/-</td>
</tr>
<tr>
<td>5.</td>
<td>Earnest Money Deposit</td>
<td>Rs 5,00,000/-</td>
</tr>
<tr>
<td>6.</td>
<td>Bid Validity Period</td>
<td>90 days from the date of opening the bid</td>
</tr>
<tr>
<td>7.</td>
<td>Performance Bank Guarantee</td>
<td>10% of the contract value</td>
</tr>
<tr>
<td>8.</td>
<td>Performance Security Validity Period</td>
<td>180 days after expiration of all the Contractual Obligations</td>
</tr>
<tr>
<td>9.</td>
<td>Last date for submission of written queries for clarification</td>
<td>Upto 27.07.2015, till 14:00 Hrs. To be sent at the below email address.</td>
</tr>
<tr>
<td>10.</td>
<td>Place, Time &amp; Date of pre-bid meeting</td>
<td>On 29.07.2015 at 15:00 Hrs</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Venue Details</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CERSAI,5th Floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place, New Delhi – 110066</td>
</tr>
<tr>
<td>11.</td>
<td>Last date of Submission of Bids</td>
<td>Upto 18.08.2015, till 15:00 Hrs</td>
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<td><strong>12.</strong></td>
<td>Place, Time &amp; Date of opening of Prequalification proposals received in response to the RFP notice</td>
<td>On 18.08.2015 at 16:00 Hrs</td>
</tr>
<tr>
<td><strong>Venue Details</strong></td>
<td>CERSAI, 5th Floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place, New Delhi – 110066</td>
<td></td>
</tr>
<tr>
<td><strong>13.</strong></td>
<td>Place, Time &amp; Date of opening of Technical proposals received in response to the RFP notice</td>
<td>To be informed later</td>
</tr>
<tr>
<td><strong>14.</strong></td>
<td>Place, Time &amp; Date of opening of Commercial proposals received in response to the RFP notice</td>
<td>To be informed later</td>
</tr>
<tr>
<td><strong>15.</strong></td>
<td>Presentation &amp; demo on technical solution by bidders</td>
<td>To be informed later</td>
</tr>
<tr>
<td><strong>16.</strong></td>
<td>Contact Person for Queries</td>
<td>Shri. Pankaj Sharma</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>CERSAI, 5th Floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place, New Delhi – 110066</td>
<td></td>
</tr>
<tr>
<td><strong>Email ID:</strong></td>
<td><a href="mailto:edrtproject@cersai.org.in">edrtproject@cersai.org.in</a></td>
<td></td>
</tr>
<tr>
<td><strong>Phone No.:</strong></td>
<td>011-26168574</td>
<td></td>
</tr>
<tr>
<td><strong>17.</strong></td>
<td>Addressee and Address for the EMD &amp; Cost of Tender Document to be submitted</td>
<td>Chief Operating Officer, CERSAI</td>
</tr>
<tr>
<td><strong>Venue Details</strong></td>
<td>CERSAI, 5th Floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place, New Delhi – 110066</td>
<td></td>
</tr>
<tr>
<td>Cost of Tender Document : Rs. 5000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>18.</strong></td>
<td>Email ID, Phone No., Fax</td>
<td>Email ID: <a href="mailto:edrtproject@cersai.org.in">edrtproject@cersai.org.in</a></td>
</tr>
<tr>
<td><strong>Phone No.:</strong></td>
<td>011-26168574</td>
<td></td>
</tr>
<tr>
<td><strong>19.</strong></td>
<td>Submission Type</td>
<td>Open Tender</td>
</tr>
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</table>
2 Background & context

2.1 Introduction

The Debt Recovery Tribunals have been set up under the provisions of The Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993) for expeditious adjudication and recovery of debts due to bank and financial institutions. At present there are 33 Debts Recovery Tribunals, 6 Debts Recovery Tribunals in the process of being established and 5 Debts Recovery Appellate Tribunals. Each DRT is headed by a PO who is equivalent to a District Judge and each DRAT has one Chairperson equivalent to a High Court Judge.

The location of the DRAT is one each in Delhi, Mumbai, Chennai, Kolkata and Allahabad. The DRTs are located in various parts of the country including 3 DRTs each in Delhi, Mumbai, Chennai and Kolkata; 2 DRTs each in Ahmedabad and Chandigarh and one each in Allahabad, Aurangabad, Bangalore, Coimbatore, Cuttack, Ernakulum, Guwahati, Hyderabad, Jabalpur, Jaipur, Lucknow, Madurai, Nagpur, Patna, Pune, Ranchi and Vishakhapatnam.

The role of the DRTs has been further enhanced by the SARFAESI Act, 2002, which provides for aggrieved parties to make appeals before the DRTs. The Banks and FIs file applications for the recovery of their dues to the respective DRTs. The borrowers also file appeals against the action of the Banks under SARFAESI Act. The Presiding Officer has the jurisdiction, power and authority to entertain and decide on the applications filed by the banks and financial institutions. Each Debts Recovery Tribunal has two Recovery Officers. The work amongst the Recovery Officers of a DRT is allocated by the Presiding Officer of the Tribunal. Anybody aggrieved by the orders of the DRT can file appeals before the DRAT.

2.2 Project Context

DRTs were established with the core objective of speedy recovery and disposal of debt recovery cases. The processing of debt recovery cases was required to be expedited by simplifying the legal procedure followed in civil courts. These cases were no longer subject to the Code of Civil Procedure and instead, “summary procedure” is prescribed under the RDDB&FI Act. This involves a fixed 30 days for the DRTs to issue summons to a defendant. The Act specifies a) a guideline to dispose of cases within 6 months of the application by a bank/ FI and b) a deadline of 45 days within which to make an appeal to a DRAT against a DRT’s decision.

While speedy recovery of debts through DRTs is an excellent approach, there have been several challenges in the implementation of the Act with respect to processes, procedures and guidelines. As a result of these challenges, the pendency at DRTs have increased manifold and approximately 40,000 Cases are pending in various DRTs across the country involving amount of more than Rs. 1,15,000 Crores. The DRTs are also saddled with the problems of inadequate capacity vis-à-vis physical & manpower resources, IT capabilities and limited computerization. This has restricted the effectiveness of DRTs for speedy recovery of debts and DRTs are taking as much time as that of Civil Courts in disposal of cases.

Some efforts on computerization of DRTs have been made by individual DRTs over the years. However, DFS, Ministry of Finance has decided to take up a comprehensive implementation of e-Governance of DRTs on a priority basis to make the DRT processes simple, efficient and transparent.
2.3 **E-Governance Initiative for DRTs**

DFS is leveraging ICT offerings and recognizes that use of ICT has the potential to improve the overall performance and efficiency of the DRTs, help facilitate effective trial of cases and management of case related issues dealt by DRTs. They are envisaging a complete transformation of the service delivery to the Banks/FI/citizens/advocates and offer complete transparency and efficiency in their working. They are in process of implementing an e-Governance solution which will help them in serving the Banks/FI/citizens/advocates in a much efficient and transparent way. For the same activity, they are envisaging scanning and digitization of their previous records and maintain an electronic copy of them. The documents which will be submitted in the future will have to be also scanned and digitized.

2.4 **Scanning & Digitization Objectives**

The main objective of this project is to preserve the physical records maintained at DRTs and DRATs offices by scanning them, and to make them electronically searchable. It is envisioned that at the end of this initiative the following should be possible:

- Electronic search and retrieval of judgments and orders of each DRT and DRAT
- Ease of retrieval and accessibility of judgments and orders
- To facilitate applicants/defendants/advocates/citizens to get hassle free access to the information about a case
- To preserve the judgments and orders of all the cases permanently in a tamper proof format

2.5 **Structure of the DRTs and DRATs**

The typical organization structure followed by DRTs and DRATs is as follows:

```
Department of Financial Services (DFS)

Debt Recovery Tribunal (DRT) 33 (existing) + 6 (in process)
  - Presiding Officer
  - Registrar
  - Recovery Officer
  - Assistant Registrar
  - Section Officer
  - Staff

Debt Recovery Appellate Tribunal (DRAT) 5 (existing)
  - Chairperson
  - Registrar
  - Section Officer
  - Staff
```
## 3 Pre-Qualification Criteria

<table>
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<tr>
<th>#</th>
<th>Pre-Qualification</th>
<th>Criteria</th>
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<tbody>
<tr>
<td>1.</td>
<td>The bidder should be a company registered under The Company's Act 1956, 2013.</td>
<td>Copy of Certificate of Incorporation / Registration from Registrar of Companies along with Memorandum and Articles of Association</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder should have positive net worth and should have been profitable in each of the last 3 financial years (FY 2013-14, 2012-13, 2011-12)</td>
<td>Copy of the audited balance sheets of the company for the last 3 financial years and a Certificate duly certified from the statutory auditor clearly stating the net worth for each of the last three financial years</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder should have minimum turnover of Rs. 20 cr from IT services</td>
<td>A Certificate duly certified from the statutory auditor clearly mentioning the annual turnover of the bidder in India.</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder should have executed at least two projects for scanning &amp; digitization (metadata / data entry) work in India of minimum value of Rs. 30 lakhs each in each of the last three financial years (FY 2013-14, 2012-13, 2011-12)</td>
<td>Copy of Work Completion Certificate (for completed projects) and/or Client Certificate stating Scope of Work, Value of works and Duration of the contract (in case of ongoing projects)</td>
</tr>
<tr>
<td>5.</td>
<td>Bidder should have ISO 9001:2000 certification for the enterprise-wide business</td>
<td>Valid Copy of the Certificate</td>
</tr>
<tr>
<td>6.</td>
<td>Registered for Service Tax and Income Tax in India</td>
<td>Copy of Service Tax Registration</td>
</tr>
<tr>
<td>7.</td>
<td>The firm should not have been blacklisted by Central Government or any State Government organization/department in India at the time of submission of the Bid</td>
<td>No Conviction Certificate duly signed by the authorized signatory as per format given in the RFP document</td>
</tr>
</tbody>
</table>

*Note: No consortium is allowed*
4 Instructions to Bidder

ERSAI invites the reputed bidders to submit their proposals in response to this Notice “Scanning & Digitization of Case Records for DRTs and DRATs across India”, in accordance with conditions and manner prescribed in this RFP document.

4.1 Purpose

The purpose of this Request for Proposal (RFP) is to seek the services of a reputed bidder for scanning and digitization of legacy documents available with all the 33 DRTs and 5 DRATs. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in Section 5 of this RFP document.

4.2 Cost of Tender Document

The cost of Tender document Rs. 5,000/- is to be submitted in the form of Demand Draft drawn in favor of CERSAI, payable at Delhi, along with the bid responses. The cost of tender document will be non-refundable.

4.3 Completeness of the RFP

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

4.4 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CERSAI to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. CERSAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit CERSAI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of CERSAI and may be returned at its sole discretion.

4.5 Pre-Bid Meeting

CERSAI along with its consultants will host a Pre-Bid Meeting for addressing the queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Section 1.2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Document Reference (Volume, Section No., Page No.)</th>
<th>Content of the RFP requiring clarification</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</table>

Queries received post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to.

4.6 **Amendment of RFP Document**

At any time till (five) 05 days before the deadline for submission of bids, CERSAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. All the amendments made in the document would be uploaded on the CERSAI website (www.cersai.org.in) and CPP.

The bidders are advised to visit the websites mentioned above on regular basis to check for updates. CERSAI also reserves the rights to amend the dates mentioned in this RFP for bid process. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, CERSAI may, at its discretion, extend the last date for the receipt of Bids.

4.7 **RFP Termination**

CERSAI may terminate the RFP at any time and without assigning any reason. CERSAI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by CERSAI. The bidder's participation in this process may result in CERSAI selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by CERSAI to execute a contract or to continue negotiations. CERSAI may terminate negotiations at any time without assigning any reason.

4.8 **Earnest Money Deposit**

Bidders are required to submit, along with their Bids, in a separate envelope clearly marked ‘EMD for RFP Ref No. XXXX’ an EMD of Rs. 5,00,000 (Rs 5 lakh only) from any Scheduled Bank other than a co-operative Bank, in the form of Demand Draft, drawn in favor of CERSAI, payable at Delhi along with the bid responses.

Any bid submitted without the EMD as mentioned above will be summarily rejected.

In case of Unsuccessful Bidders, the EMD will be discharged/ returned as promptly as possible, preferably within 30 days of Signing of the Contract with the Selected Vendor.

The EMD may be forfeited:
• If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
• In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP
• During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
• During the bid process, if any information is found wrong / manipulated / hidden in the bid.

The decision of CERSAI regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

4.9 Submissions of Bids

• Complete bidding process will be in three envelope system.. The three envelope system includes:
  o Pre-Qualification Envelope
  o Technical Bid Envelope
  o Commercial Bid Envelope

• All the notification & details terms and conditions regarding bidding documents can be seen and downloaded from the CERSAI website www.cersai.org.in and CPP.
• The bidders are required to submit Original Demand Draft (DD) of payment towards Cost of Tender Document & EMD along with the bid responses.
• The DD for Cost of Tender Document and DD for EMD should be in a separate envelope each. If there is any error or in case of missing DD, the bid will get rejected.
• Pre-Qualification bids will be opened as mentioned in section 1.2
• The bidders are required to submit hard copies of the Pre-Qualification and Technical bid comprising of all the documents mentioned in Section 4.13 counter signed by the authorized signatory by the bidder. The hard copy should be submitted in duly sealed envelope superscribed as “RFP for Scanning & Digitization of Case Records for DRTs and DRATs across India”, RFP Reference No. ___________, Dated ____________ at the following address:
  Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
  5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
  New Delhi – 110066

• Time and date of opening of Commercial bids is as mentioned in section 1.2.
• CERSAI reserves the right to accept or reject any or all the tenders without assigning any reason.

4.10 Site Visit

The bidders may visit the offices of DRT/DRAT, DFS and obtain additional information at their own cost and responsibility.

4.11 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and CERSAI, shall be written in English language only, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

### 4.12 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

### 4.13 Document Checklist for Bids

The following table is provided as the guideline for submitting various important documents along with the bid:

<table>
<thead>
<tr>
<th>#</th>
<th>Type of Envelope</th>
<th>Documents to be Submitted</th>
</tr>
</thead>
</table>
| 1. | Pre-Qualification Envelope            | • Cover Letter  
• Board Resolution authorizing the Bidder to sign/execute the proposal as a binding document and also execute all relevant agreements forming part of RFP or Power of Attorney executed by the Bidder in favor of the duly Authorized Representative  
• Copy of Service Tax Registration  
• Copy of Income Tax Certificate  
• Copy of Pan Card  
• Bidder's Particulars as per format given in Annexures  
• Certificate of Registration/Certificate of Incorporation  
• Copy of the audited balance sheet of the company OR Certificate duly certified from the Statutory Auditor  
• Copy of ISO 9001:2000 Certificate  
• Copy of Work Completion Certificates  
• Copy of Client Certificate (in case of ongoing projects)  
• Self-Declaration regarding blacklisting in the format given in Annexures  
• Statement of No Deviations in the format given in Annexures  
• Signed copy of RFP and Corrigendum  
• Cost of Tender Document DD in a separate envelope clearly marked as “Demand Draft towards Cost of Tender”  
• EMD DD in a separate envelope clearly marked as “Demand Draft towards Earnest Money Deposit” |
| 2. | Technical Proposal Envelope (1 Original Hard Copy, 1 Duplicate Hard Copy and 1 Soft Copy) | • Technical Proposal in the format specified in Annexures  
• Details of Manpower Resources Proposed  
• Technical Bill of Material (To be Provided by the Bidder)  
• Format for Authorization Letters from OEMs  
• OEM make proposed for the external hard disk should be among the top 5 companies in the India region in any of the previous two Quarters as published in IDC/ Gartner/ Frost and Sullivan report (Provide copy of the relevant IDC/ Gartner/ Frost and Sullivan report)  
• Other Documents (as per requirements of the RFP) |
| 3. | Commercial Proposal Envelope         | • Commercial Proposal Cover Letter  
• Commercial Bid |
Bidders shall furnish the required information on their Pre-Qualification, technical and financial proposals in the enclosed format only. Any deviations in format may make the tender liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall also be the sufficient ground for rejection of the bid.

4.14 Evaluation Process

The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by DFS, for the entire period of the contract. The Bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.

There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

4.15 Evaluation of Pre-Qualification Bids

Prequalification bid will be used for assessing the bidders on the basis of prequalification criteria laid down in this RFP. Therefore the bidders are required to submit this bid in specified format furnishing all the required information and supporting documents as mentioned in Section 4.13. A bid may be rejected at prequalification stage itself and not considered for technical evaluation if it fails to satisfy the prequalification criteria specified in this RFP.

4.16 Evaluation of Technical Bids

The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The TEC may invite each Bidder to make a presentation as part of the technical evaluation.

The TEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. In order to qualify technically, a Bid must secure a minimum of 70% of total marks after summing up. Only those Bids which have a minimum score of 70% of total marks will be considered for opening of their Commercial Bid. However, CERSAI reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

Technical Evaluation of the bids would be carried out on 3 broad parameters as given below:

1. Bidder’s Competence (25% of the total weightage)
2. Relevant Experience (40% of the total weightage)
3. Technical Features of the Proposed Solution (35% of the total weightage)

The 3 evaluation categories would be divided into various sub-categories, as broadly mentioned below:

<table>
<thead>
<tr>
<th>Section</th>
<th>Technical Evaluation Parameter</th>
<th>Point System</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Bidder’s Competence</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>1</td>
<td>Bidder should have minimum turnover of Rs. 20 cr from IT services</td>
<td>&gt;= 20 cr and &lt;=30 cr 15 marks.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Every additional Rs. 2 cr : 1 mark.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>No. of years of experience of the company in Scanning &amp; Digitization</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   | • >= 3 years and < 4 years : 3 marks  
|   | • Every additional 1 year : 1 mark each | 5 |
| **B** | **Relevant Experience** | **40** |
| **1.** | Bidder should have executed at least two projects for scanning & digitization (metadata / data entry) work in India of minimum value of Rs. 30 lakhs each in each of the last three financial years (FY 2013-14, 2012-13, 2011-12) |   |
|   | • 2 projects each per year : 10 marks  
|   | • More than 2 projects in each of the last 3 financial years : 5 additional marks or;  
|   | • More than 2 projects in any 2 of the last 3 financial years : 3 additional marks or;  
|   | • More than 2 projects in any 1 of the last 3 financial years : 1 additional mark | 15 |
| **2.** | Volume of pages handled for scanning and digitization project in the last three financial years (FY 2013-14, 2012-13, 2011-12) |   |
|   | • >= 3 cr and < 4 cr pages : 17 marks  
|   | • Every additional of 25 lakh pages : 2 marks each | 25 |
| **C** | **Technical Proposal and Presentation** | **35** |
| **1.** | Submission of detailed technical proposal and presentation in front of TEC |   |
|   | • Detailed understanding of the scope of project : 5 marks  
|   | • Approach and methodology specific to the project : 5 marks  
|   | • Quality Assurance process : 5 marks  
|   | • Detailed project plan along with the timelines : 5 marks  
|   | • Proposed Project Organization and Resource Deployment Plan during project implementation phase and operation and maintenance : 5 marks  
|   | • Demo of similar work done : 5 marks  
|   | • Technical presentation | 35 |
and clarifications / answers given to the TEC during the presentation by the bidder : 5 marks

| Total Marks | 100 |

Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarification, if any) and Clarifications / Answers given to the TEC during the Presentation by the bidders.

4.17 Opening of Commercial Bid

CERSAI will open the Commercial Bids of only Technically Qualified Bidders, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as mentioned in Section 1.2.

The Commercial Bids will be evaluated by CERSAI for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

If the bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

4.18 Acceptance and Rejection

CERSAI reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for CERSAI's action.

4.19 Notifications of Awards and Signing of Contract

Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.

The notification of award will constitute the formation of the Contract. Upon the Bidders executing the contract with CERSAI, it will promptly notify each unsuccessful bidder and return their EMDs.

At the time CERSAI notifies the successful Bidder that its bid has been accepted, CERSAI will send the Bidders the Proforma for Contract, incorporating all clauses/agreements between the parties. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to CERSAI. Draft Format of the contract is given in the Annexure IV.

Moreover, Successful bidder will also sign a Non-Disclosure Agreement as mentioned in Annexures.

4.20 Performance Bank Guarantee

The Vendor shall at his own expense, deposit with department, within seven (7) working days of the notification of award of the contract or signing of the contract, whichever is earlier, an unconditional and irrevocable Performance
Bank Guarantee (PBG) from any Scheduled Bank other than co-operative Banks as per the format given in this RFP, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The performance bank guarantee shall be valid for 180 days after the expiration of contract period and should be in the format prescribed in the Annexures.

The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, CERSAI would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of CERSAI under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to department as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract. CERSAI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

CERSAI shall also be entitled to make recoveries from the Bidders bills, performance bank guarantee, or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction or misstatement.

4.21 Failure to agree with the Terms and Conditions of the RFP/Contract

Failure of the Vendor to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

4.22 Terms and Conditions of the RFP/Contract

Bidder is required to refer to the draft Contract Agreement, attached as Annexure in this RFP, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the RFP Annexure. Please refer to the Interpretation Section of the Agreement (Section 2 of draft agreement) for reference of the Annexure.

The bidder would be allowed to sub-contract the work to a sub-contractor. If in case, the bidder sub-contracts the work to a sub-contractor at any region for one or more DRT and/or DRAT, it is mandatory for the bidder to ensure that at least one of its resource (mentioned in the response to the proposal) is located at each of the DRT/DRAT to monitor the project and work done by the sub-contractor.
5  Scope of Work

The preservation coupled with improving accessibility and availability which can be achieved by digital storage and an efficient retrieval management system is the need of the hour. The requirement for digitization of records is scanning, indexing, metadata entry etc.

This will facilitate a user to enhance the search of documents by linking all records based on subjects, keywords, notes or any other criteria making a tremendous amount of data available to different stakeholders at any time.

The responsibility of the service of agency (hereafter referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) would be to scan and digitize records / artefacts in the legal / A4 or equivalent size, create the basic metadata as a result of which the scanned documents can be managed, indexed, catalogued and searched. The vendor may also provide the requisite training to the staff besides preparing necessary user manual and extending support after the digitization and scanning.

The place would be provided to the vendor in the respective office where the work of scanning and digitization would be carried out. The space to be provided for scanning and digitization work would be as per space availability in the respective locations of DRTs and DRATs. The responsibility of getting the documents for the purpose of, cleansing, scanning & digitization and returning them to the office in good condition (condition same as the time of taking them) would lie with the vendor. A separate team would be setup by each Tribunal to monitor and guide the vendor.

5.1  General Scope of Services

The broad activities to be undertaken by the selected agency can be classified as following:

- Project planning and management
- Scanning and metadata entry of departmental records
- Operational support

In implementing the above, the bidder shall strictly adhere to the standards set by the Tribunal. The details about the above mentioned services are covered in subsequent sections.

5.2  Project Planning and Management

The success of the project depends on the proper project planning and management. At the onset, the service provider shall plan the project implementation in great details in consultation with the Tribunal. An indicative list of plans that the service provider should make at the onset are as follows:

- **Project Schedule**: A detailed week-wise timeline indicating various activities performed along with completion dates and resources required for the same
- **Manpower Deployment List**: List and number of all manpower that will be deployed at each record room with the task assigned to each. Roles and responsibilities of every type of manpower should be mentioned
- **Resource Deployment List**: List and number of all resources other than manpower like scanners, camera, UPS, computers etc. that will be deployed at each offices
- **Communication Plan**: Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency. The format will be provided by the Tribunal to the successful bidder before start of the project
- **Progress Monitoring Plan**: Detailed Daily, Weekly, Monthly progress report formats along with issue escalation format. The format will be provided by the Tribunal to the successful bidder before start of the project.
• **Standard Operating Procedures**: Detailed procedure for carrying out scanning project in a timely and accurate manner

• **Risk Mitigation Plan**: List of all possible risks and methods to mitigate them

• **Escalation Matrix**: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems

• **Training**: Service provider’s approach to impart training to the Tribunal officials

Note: This is just an indicative list and successful bidder should suggest and incorporate more project planning and management tools for successful execution of the project.

The service provider shall highlight the methodology for the project. The methodology should mandatorily explain the process as mentioned below:

- Onsite scanning
- Batch preparation
- Sequencing and Types
- Capture Process
- Quality Control
- Upload & Delivery of the data
- Post Capture Activities
- MIS and Reporting

During project planning, vendor should do appropriate planning in terms of resources (image capturing device, manpower, physical infrastructure etc.), for timely completion of the project.

### 5.3 IT Infrastructure

For successful and smooth execution of the project sufficient numbers of ADF scanners, Flatbed scanners, book scanners, computers etc. will be required to capture images of the documents. Scanning to be done in both Flatbed and ADF mode as all pages may not be in good conditions. Ratio of ADF and Flatbed scanning will be around 65% ADF and 35% Flatbed.

Inappropriate scanners may lead to unacceptable image quality, leading to penalty and rework, thus the vendor should show quality of images captured using various devices and seek approval prior to actual work.

Successful bidder should be ready to deploy scanners and other IT equipment (computers, servers, UPS etc.) per offices as per the volume of work to carry out scanning and metadata entry. Successful Bidder should increase the number of image capturing devices, computers and other peripherals based on the requirement, to complete the project in the stipulated timeframe.

Note: Bidder should show all the types of scanners to be used during the demo and presentation at the time of technical bid submission i.e. before undertaking work with the CERSAI. The bidder would be required to mention the type, technical specifications, make and model of the components e.g. scanners etc. as part of their proposal.

### 5.4 Manpower

Successful bidders should also have a dedicated team of project managers, quality control experts, hardware and database management experts and Scanning Station operators for timely completion of this project. Successful bidder should be ready to deploy required manpower per offices. Successful Bidder should increase the number of manpower based on the requirement, to complete the project in the stipulated timeframe.
5.5 Physical Infrastructure

For the metadata entry bidder has the flexibility to use his own premise or may use the space provided by the DRT/DRAT. All other suitable IT infrastructure/facilities have to be established onsite by the vendor, at the premises allocated to do the scanning and metadata work.

- Furniture for keeping hardware and chairs for project members
- LAN required for connecting hardware items during implementation phase will be taken care by vendor
- The files / documents will not be allowed to be moved from premises allocated

5.6 Scanning

On successful completion of installation of infrastructure, the service provider should conduct a small demo run of the scanning and digitization work before initiating actual work. Broadly, there would be 3 (THREE) phases in Scanning & Digitization work:

A. Phase I – Pre Scanning
   A1. Document Collection
   A2. Document Preparation / Repair
   A3. Pre scanning Document Quality Check

B. Phase II – Scanning
   B1. Scanning of Records
   B2. Metadata Entry and Indexing
   B3. Quality Check of Scanned Images
   B4. Document Handover

C. Phase III – Post Scanning
   C1. Final Output Delivery
   C2. Backup and Data Upload
   C3. Reporting
   C4. Training & Capacity Building

A. Phase I – Pre Scanning

Prior to scanning process, there are number of activities that need to be carried out so that the documents are properly handled and not lost/misplaced/damaged. The steps in this stage of the process are as follows:

A1. Document Collection

The vendor will collect all documents mentioned in the scope of work from the designated official. It will maintain the Log-Register for documents collected and returned along with department official. While collection, the following details should be entered into the log register by the department staff:

- No. of documents/ register collected
- No. of pages collected
- Date of collection
- Expected date of return
- Actual date of return
- No. of pages returned
- Collected from
- Collected by and Signature
- Returned to and Signature
- Returned by
- Any other details will be decided with the successful bidder before start of project

The department shall ensure a continuous flow of documents to streamline and smoothen the Scanning and Digitization activity. In order to meet SLAs, the Service Provider may request Department to suitably increase the flow of documents. In case of unavailability of required documents, concerned officials shall be notified by the Service Provider. In case the service provider does not raise any such requests, in writing, it shall be deemed that the document flow is as expected to meet the necessary Service Level Requirements.

The records shall be given in batches to the Service Provider. The Service Provider shall be expected to complete the process for a given batch before the department hands over the next batch.

In case of illegible textual records, vendor should inform the department about it. Department officials shall try to guide the vendor as to how such documents should be scanned.

**A2. Document Preparation / Repair**

Department officials will hand over the files to the vendor. The vendor needs to acknowledge the receipt of the file and maintain proper record of the file received.

A file may contain multiple no of pages but the vendor is required to scan only selective pages from a particular file like judgment order, recovery certificate, Order sheet, Note sheet etc. Department officials will guide vendor how to locate these pages in a file. Department officials will randomly check some files which the vendor has selected and the number of pages to be scanned to ensure the accuracy of selection.

The documents so received by the service provider shall be prepared and repaired. Special care should be taken for documents that are old and are not in good physical condition. An indicative list of activities to be performed by the service provider for document preparation as are follows:

- Dusting the files to remove dirt and other possible noise causing particles
- Removal of stapler pins, clips etc. (this should not lead to further deterioration of the documents)
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Checklist in a proforma in consultation with department, showing document number, total number of pages, number of pages not legible, number of torn pages etc. and handing over a receipt to nodal person appointed by department.

*Note: The service provider will take guidance from the concerned department officials of the record room for categorization or on files which needs to be defiled or where stapler pins/clips should be removed.*
A3. Pre Scanning Document Quality Check

The bidder should conduct quality check before sending any document for scanning. All the documents need to go through quality check. It is more of a visual quality check of the records for visibility, readability. The following things should also be checked:

- It should be checked that all documents have been numbered
- It should be noted that all pages have a record identifier
- It should also be checked that they are not cloth mounted, torn or ragged, and not have too many folds. In case of folds, they should be straightened properly to be scanning ready.
- It should be seen that they are dust free
- It should be checked that all damaged documents have been repaired

**Note:** The Service Provider should be prompt in informing department officials regarding completely destroyed documents handed over to them as soon as they receive it.

B. Phase II – Scanning

After the preparation of documents for scanning they shall be ready for scanning. The steps in stage are further described below:

B1. Scanning of Records

The textual records (except bound registers) may be scanned by using flat bed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document. In case the document is very torn and cannot be fed in the sheet feeder, then flatbed scanner should be used. In case, the document cannot be scanned using any type of scanner, digital cameras can be used as image capturing device. The bound registers are to be scanned mandatorily by book scanner.

While scanning, the important parameter - DPI has to be precisely set. The DPI is based on document characteristics and information required. In general, the following minimum specifications should be adopted while scanning:

- Minimum 200 DPI in Grey Scale (In case legibility of the characters is not proper, the bidder should scan the text as it is at higher DPI. No extra payment for the same shall be made)
- Image should be stored in PDF/A only and shall be scanned in Gray Scale only. PDF/A is an ISO-standardized version of the PDF specialized for the digital preservation of electronic documents
- The size of the document should not be more than 1 Mb. Adequate compression should be applied to the scanned document such that image quality is not adversely affected substantially yet there is a saving on storage required
- The image orientation should be upright
- The image should be clean and free of noise
- The image should not be skewed or warped. In case images are skewed or warped application should have the functionality of automatically rectifying the image before saving it.
- The system should have the ability to detect an empty page and not scan the same.
- Vendor should ensure that quality of scanned imaged 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.
• No document shall be digitized more than once
• The vendor shall deploy adequately skilled manpower resources to complete the job within the specified
time.
• 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
• All the files should be properly indexed as per department requirement.

While scanning, the sheet has to be fed in straight upright position and smoothened so that no folds are generated
while scanning. In the flat-bed scanner, the document has to be laid flat on the glass, smoothened and scanned;
and bulging should be avoided.

Note:

• It should be noted that the Service Provider while working on pilot, can demonstrate outputs taken
at lower DPI for scanning textual records, in case the output is up to the standards and is legible,
concerned department officials can accept the lower DPI.
• In case the documents are not legible; it will be the bidder's responsibility to scan the documents
at higher resolution.
• The image so generated after adequate compression should be legible in both soft format and
printed copy taken on paper in 1:1 scale.
• The generated file 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.
• Each page/image shall be stored as one single/multi-page file (This shall be communicated to
successful bidder).

B2. Metadata Entry & Digitization

Metadata entry needs to be done by the service provider as per guidance provided by the department officials. The
service provider will have to link the scanned documents with is respective metadata record in the system using
unique metadata fields such as Case No., RP/RC No., DRT/DRAT Location or any other field which may be suited
for the same. The Service Provider will also have to embed the metadata in the PDF file which would consist of the
scanned copies of the judgment and/or order for each case.

The Service Provider will do the data entry of all the forms that is digitized. The Service Provider should follow
Double Blind Data method i.e. two people will enter the metadata for the same scanned image independently. The metadata entries done by these operators will be compared by the application and those with
wrong metadata entry will be visible to the service provider's supervisor. Service Provider should correct all such
errors at no extra cost.

Service Provider should ensure high security in handling data by its operators and project managers. Service
Provider will ensure that none of the desktops used for scanning and metadata entry have USB ports, CD Drives
or USB ports and CD Drives are blocked. Data transfer should be allowed only from Operation Servers. All
scanned images should be transferred under the supervision of the supervisor/project manager for the record room
along with concerned department officials. No document/ scanned images should move out of the government premises, without consent and supervision of department officials.

The data type and length of the metadata are given below for reference. This is the tentative list of metadata and the final list will be decided and communicated to the successful bidder before the start of the project.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Metadata Field</th>
<th>Data Type</th>
<th>Data Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Case Number</td>
<td>VARCHAR</td>
<td>9</td>
</tr>
<tr>
<td>2</td>
<td>RP/RC Number</td>
<td>VARCHAR</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>Case Type</td>
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</tr>
<tr>
<td>4</td>
<td>Location</td>
<td>VARCHAR</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>Name of the Petitioner 1</td>
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<td>99</td>
</tr>
<tr>
<td></td>
<td>Name of the Petitioner 2</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>Name of the Petitioner 3</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td>6</td>
<td>Name of Respondent 1</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>Name of Respondent 2</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>Name of Respondent 3</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td>7</td>
<td>Judgment Date</td>
<td>Date(dd/mm/yy)</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>Presiding officer</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td>9</td>
<td>Recovery officer</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td>10</td>
<td>Advocate</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
<tr>
<td>11</td>
<td>Advocate Petitioner/Respondent</td>
<td>VARCHAR</td>
<td>99</td>
</tr>
</tbody>
</table>

B3. Quality Check of Scanned Images

Quality check after scanning and metadata entry is of utmost importance. Images clearing this QC will lead to submission of the documents to department for acceptance.

The Quality Checking for Scanned Images shall include the following:

- The bidder should do 100% on screen validation (along with department officials) and submit the log for 100% QC work done along with QC certificate as per format mentioned in Annexure II, section 7.7
- The vendor should check scanned records for DPI, Image Quality, Format, Noise removal etc.
- The vendor should check for the quality of the image
  - Is the image too dark/too light or is there uneven lighting?
The Quality Checking for Metadata Entry shall include the following:

- Whether all required metadata fields have been captured
- Whether the metadata captured is correct

The other general things shall should be considered for QC are as follows:

- The vendor should also check that all records obtained from the department have been scanned
- The vendor shall generate a report which identifies any mismatch between the number of documents submitted for scanning and number of documents scanned

Note:

- The bidder can also suggest their quality plan to the department over and above the quality checks mentioned here. Templates for the same will be decided with the successful bidder before commencement of work
- It is the absolute responsibility of the Service Provider to ensure that the content of scanned documents is an exact replica of the original paper document
- The Service Provider shall provide a QC module within the application for quality check
- The Service Provider should also install the instances of the application in computers as desired by department officials for quality check purpose at no extra cost to the department
- The Service Provider will appoint skilled and qualified manpower for QC purpose and not get QC done by operators who have scanned and done metadata entry
- All records unacceptable by department (due to improper image, missing metadata, wrong metadata) will have to be rescanned by the Service Provider. The Service Provider will not be remunerated for all such documents re-scanned

B4. Document Handover

After scanning and metadata entry, all the documents should be handed over back to the department in their original condition. Appropriate entries would also have to be made by the service provider and department officials in their register on return of documents.

Note: Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the Service Provider (Penalty in the range of Rs. 5000 to Rs. 10,000 per each of such damage). Thus the Service Provider should take utmost care of the documents taken for scanning.

C. Phase III – Post Scanning

On completion of scanning activity, vendor will continue their association with the department. It will perform the following activities, once the scanning activity is over.
C1. Final Output Delivery

The vendor will submit the following output to the department:

- Scanned documents along with metadata stored in hardware provided by DFS/Department
- Scanned documents along with metadata in one external hard disk along with proper index. The output of Metadata entry should be in XML
- Open source Application software for validation of scanned and digitized data as per scope of work defined. The application should be capable of displaying the scanned image through various search parameters for UAT purpose
- Automated generated report of the no of pages scanned on periodic basis.

*Note:*

- All hardware provided by vendor during the project will be the property of the vendor and should be from top 5 OEM, but the hard disk provided by the vendor to the department will be the property of department
- The vendor shall submit a proper indexing and retrieval method for accessing information provided in hard disks
- All the hard disks should be properly numbered and information regarding the content of each hard disk should be clearly maintained and submitted along with the hard disks

C2. Backup and Data Upload

The Service Provider shall ensure that scanned data should be uploaded at the Database hosted on the private cloud network hosted at NIC. The scanning activity will only be considered as complete when all the scanned data along with metadata is replicated at the Database.

C3. Reporting

The following item must be provided by the service provider under the reporting head:

- The vendor shall also provide tools for checking the scanning progress
- This shall include maintaining daily, weekly, monthly and overall project progress (number of images/pages scanned, percentage scanned etc.)
- The vendor will also maintain registers for capturing risk and issues during the project
- 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

C4. Training

Training is an important aspect of this project, and DRT/DRAT expects the successful bidder to undertake it in a very professional manner. The bidder must impart training to the personnel identified by the department, in the operation of the application i.e. the process of scanning, digitization and metadata entry.

Bidder has to conduct a proper Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the bidder has to provide necessary
course material and reference manuals (user/maintenance/administration). The language of training manual should be in English.

5.7 Operational Support

Service Provider will provide operational support for a period of 2 months from the completion of implementation, to the department in post implementation phase. During this phase, the Service Provider will undertake the following activities:

- Upload all scanned images and metadata in department provided servers/computers (in case the IT infrastructure is not provided during the implementation phase)
- Upload all scanned images and metadata in department provided Application
- Resolve issues related to external hard disk provided
- Resolve issues related to scanned images or metadata provided to the department
- The vendor will provide a mechanism to provide this support in such a way that any issue raised by department officials is resolved within 2 working days, from the date of raising the issue. The vendor will provide contact numbers, email ids for issue logging

5.8 Volume of Work

This section provides an estimate on volume of work under the scope of this project:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>DRT Name/ location</th>
<th>No of Disposed Cases</th>
<th>No of Sheets to be scanned (1 sheet = 2 pages having text or image or both)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ahmedabad DRT 1</td>
<td>3814</td>
<td>114420</td>
</tr>
<tr>
<td>2</td>
<td>Ahmedabad DRT 2</td>
<td>2216</td>
<td>66480</td>
</tr>
<tr>
<td>3</td>
<td>Allahabad DRT</td>
<td>5472</td>
<td>164160</td>
</tr>
<tr>
<td>4</td>
<td>Aurangabad DRT</td>
<td>1588</td>
<td>47640</td>
</tr>
<tr>
<td>5</td>
<td>Bangalore DRT</td>
<td>15101</td>
<td>453030</td>
</tr>
<tr>
<td>6</td>
<td>Chandigarh DRT 1</td>
<td>4387</td>
<td>131610</td>
</tr>
<tr>
<td>7</td>
<td>Chandigarh DRT 2</td>
<td>4207</td>
<td>126210</td>
</tr>
<tr>
<td>8</td>
<td>Chennai DRT 1</td>
<td>5955</td>
<td>178650</td>
</tr>
<tr>
<td>9</td>
<td>Chennai DRT 2</td>
<td>3980</td>
<td>119400</td>
</tr>
<tr>
<td>10</td>
<td>Chennai DRT 3</td>
<td>4635</td>
<td>139050</td>
</tr>
<tr>
<td>11</td>
<td>Coimbatore DRT</td>
<td>3747</td>
<td>112410</td>
</tr>
<tr>
<td>12</td>
<td>Cuttack DRT</td>
<td>2849</td>
<td>85470</td>
</tr>
<tr>
<td>13</td>
<td>Delhi DRT 1</td>
<td>2351</td>
<td>70530</td>
</tr>
<tr>
<td>14</td>
<td>Delhi DRT 2</td>
<td>4048</td>
<td>121440</td>
</tr>
<tr>
<td>15</td>
<td>Delhi DRT 3</td>
<td>5095</td>
<td>152850</td>
</tr>
<tr>
<td>16</td>
<td>Ernakulam DRT</td>
<td>6812</td>
<td>204360</td>
</tr>
<tr>
<td>17</td>
<td>Guwahati DRT</td>
<td>1444</td>
<td>43320</td>
</tr>
<tr>
<td>18</td>
<td>Hyderabad DRT</td>
<td>5815</td>
<td>174450</td>
</tr>
<tr>
<td>19</td>
<td>Jabalpur DRT</td>
<td>3316</td>
<td>99480</td>
</tr>
</tbody>
</table>
## S. No. | DRAT Name/Location | No of disposed cases | No of Sheets to be scanned (1 sheet = 2 pages having text or image or both)
---|---|---|---
1 | Delhi | 5991 | 119820
2 | Allahabad | 3000 | 60000
3 | Mumbai | 2549 | 50980
4 | Chennai | 3000 | 60000
5 | Kolkata | 2016 | 40320

**Total** | **16556** | **331120**

For each DRT/DRAT:
- The documents are in the form of files and register
- The documents are of different sizes mostly A4 and legal sizes
- 10% of files may be bound
- The physical condition of the records can vary from excellent to very bad depending on their age. For the purpose of estimation, 25% of records may be considered as to be in bad condition and 75% in quite good condition.

### 5.9 Service Level Agreement

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the department for the duration of this contract period of the Project.
**Penalty Terms for Quality of Scanning Service**

Images scanned shall be verified by the designated department Officer / record room in-charge concerned. The scanned image shall be compared with reference to the original document.

Penalties charged for poor quality / non-scanning would be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Penalty in Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5% errors per batch (1 Batch = 1000 pages) identified by the nodal officer</td>
<td>Service Provider required to re-scan the erroneous pages. No penalty shall be imposed. No additional payment would be made for re-scan.</td>
</tr>
<tr>
<td>Up to 10% errors per batch (1 Batch = 1000 pages) identified by the nodal officer</td>
<td>The entire batch shall be rejected. Service Provider required to re-scan the complete batch. No additional payment would be made for re-scan. The Service Provider shall be subject to a penalty of 5% of the cost for that particular batch.</td>
</tr>
<tr>
<td>For any batch if there is more than 10% of error identified by the Nodal officer</td>
<td>The Service Provider shall have to re-scan all sheets and shall be subject to a penalty of 10% of the cost for that particular batch.</td>
</tr>
</tbody>
</table>

In case the numbers of such erroneous batches as mentioned are more than 50%, the entire contract may be subject to either or all of the following in accordance with the discretion of the department:

- Termination of the contract;
- Invocation of the performance guarantee; and
- The department can cancel the work order and get the job done through alternate sources at the cost and risk of defaulting vendor.

*Note: It shall be the responsibility of the Service Provider to rescan, index and upload all such improperly scanned images. Service Provider shall not be paid any amount for rescanning, indexing and other activities related 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.*
Penalty Terms for Quality of Meta Data entry service

Meta data entries completed by the vendor would be verified by the designated Officer / record room in-charge concerned. The data entry record shall be compared with reference to the original document.

Penalties charged in case of erroneous data entry would be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Penalty in Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>For any batch (1 batch = 1000 entries) if there up to 5% of error</td>
<td>No penalty imposed</td>
</tr>
<tr>
<td>identified by the Nodal officer / designated agency</td>
<td>Vendor is required to re-enter the erroneous entries</td>
</tr>
<tr>
<td></td>
<td>No additional payment would be made for re-entry</td>
</tr>
<tr>
<td>For any batch (1 batch = 1000 entries) if there up to 10% of error</td>
<td>5% of the cost of the batch</td>
</tr>
<tr>
<td>identified by the Nodal officer / designated agency</td>
<td>Vendor is required to re-enter the erroneous entries</td>
</tr>
<tr>
<td></td>
<td>No additional payment would be made for re-entry</td>
</tr>
<tr>
<td>For any batch if there is more than 10% of error identified by the</td>
<td>10% of the cost of the batch</td>
</tr>
<tr>
<td>Nodal officer / designated agency</td>
<td>Vendor is required to re-enter the erroneous entries</td>
</tr>
<tr>
<td></td>
<td>Payment will not be made to the Vendor for the re-entered data</td>
</tr>
</tbody>
</table>

In case the numbers of such erroneous batches as mentioned above in point (c) are more than 50%, the entire contract may be subject to either or all of the following in accordance with the discretion of the department:

- Termination of the contract;
- Invocation of the performance guarantee; and
- The department can cancel the work order and get the job done through alternate sources at the cost and risk of defaulting vendor

Penalty Terms against any damage to the documents

Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the Service Provider (Penalty in the range of Rs. 5000/- to Rs. 10,000/- per each of such damage). Thus the Service Provider should take utmost care of the documents and no document shall be permitted to the taken out of the DRT/DRAT or designated premises.
6  Annexure I: Instructions for Pre-Qualification Bid

6.1  Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Sub: Selection of Service Provider for “Scanning & Digitization of Case Records for DRTs and DRATs across India”

Ref: RFP Number; Dated dd/mm/yyyy

Dear Sir,

Having examined the RFP (and the subsequent clarifications / corrigendum issued), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Service Provider for “Scanning & Digitization of Case Records for DRTs and DRATs across India”.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP (and the subsequent clarifications / corrigendum issued). We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to CERSAI, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document (and the subsequent clarifications / corrigendum issued) and also agree to abide by this tender response for a period of 90 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign this document as well as other such documents, which may be required in this connection.

__________________________
Signature of Authorized Signatory (with official seal)

Name:
Designation:
Address:
Telephone & Fax:
E-mail address:
### 6.2 Checklist for Pre-Qualification Envelope

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents to be submitted</th>
<th>Submitted (Y/N)</th>
<th>Documentary Proof (Page No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bid Covering Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Power of attorney / board resolution to the authorized Signatory of the Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>DD for E.M.D. of Rs. 500,000/- &amp; DD for Cost of Tender Document of Rs. 5,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Particulars of the Bidders (in the formats given subsequently)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Copy of Certificate of Incorporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of Audited Balance Sheet for last 3 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Copy of the audited Profit &amp; Loss Statements for the last 3 Financial years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Details of the project in the relevant format given, towards Software Application Implementation and Support (combination of Software &amp; Server side Hardware) for Government Organization (PSU / Municipalities / Government Departments / Nationalized Banks) in India within last 3 financial years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Declaration letter that the firm is not blacklisted by Central Government or any State Government organization / department in India at the time of submission of the Bid, in the format given in the RFP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Self-Declaration that Bidder have its resources (man and material) at all the locations in India where DRT’s and DRAT’s offices are there.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Copy of Service Tax Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Copy of Income Tax Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Copy of Pan Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Copy of Work Order Certificate and/or Client Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Statement of No Deviation from the RFP Requirements, given in the RFP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6.3 Format of Bidder’s Particulars

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the company</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Official address</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Phone No. and Fax No.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Corporate Headquarters address</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Phone No. and Fax No.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Website Address</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of Company’s Registration (Please enclose a copy of the company registration document)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Name of Registration Authority</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Registration Number and Year of Registration</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>CST/LST/VAT Registration number</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Service Tax Registration number</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Permanent Account Number (PAN)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Company’s Revenue for last 3 years (Year wise)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Company’s Profitability for the last 3 years (Year wise)</td>
<td></td>
</tr>
</tbody>
</table>

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials for future correspondence regarding the bid process:

<table>
<thead>
<tr>
<th>Details</th>
<th>Authorized Signatory</th>
<th>Secondary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6.4 Format of Bidder's Details

<table>
<thead>
<tr>
<th>Name of the Bidder</th>
<th>Financial Capability</th>
<th>List of e-Governance projects considered for scanning &amp; digitization work in India during the previous 3 financial years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Turnover from IT Services for the previous 3 financial years (in INR)</td>
<td>1. [Additional information here] 2. [Additional information here] 3. [Additional information here]</td>
</tr>
</tbody>
</table>

Note: Bidder is required to submit necessary document proof for above information i.e.
1. Copy of the audited Profit & Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover
2. Copy of Work Completion certificate and/or Client Certificate
6.5 Format for Declaration by the Bidder for not being Blacklisted / Debarred

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

Date: dd/mm/yyyy

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Dear Sir,

I/We, the undersigned, hereby declare that my/our company (name of the firm) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Thanking you,
Your faithfully,

Signature of Authorized Signatory (with official seal)

Name:
Designation:
Address:
Telephone & Fax:
E-mail address:
6.6  Format for Statement of No Deviation from the RFP Requirements

Date: dd/mm/yyyy

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Sub: Selection of Service Provider for "Scanning & Digitization of Case Records for DRTs and DRATs across India"

Ref: RFP Number:, Dated dd/mm/yyyy

Dear Sir,

I would like to herewith state that in the proposal submitted by M/s. ------------, there are no deviations from the RFP Requirements / Terms & Conditions. The entire work shall be performed as per the project requirements.

Yours faithfully,

__________________________
Signature of Authorized Signatory (with official seal)

Name:
Designation:
6.7 Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)

RFP Number:
Date:
Bank Guarantee Number:

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhanji Cama Place,
New Delhi – 110066

Against Letter of Intent number _________ dated _________ relating to RFP Number for “Scanning & Digitization of Case Records for DRTs and DRATs across India” (hereinafter called the ‘LoI’) and the contract to be entered into between CERSAI, (hereinafter called “-------------------”) and _________________ (hereinafter called the Bidder), this is to certify that at the request of the Bidder we ______________________ Bank, are holding in trust in favour of -------------------, the amount of Rs. ___________________________ (write the sum here in words) to indemnify and keep indemnified the ------------------- against any loss or damage that may be caused to or suffered by the ------------------- by reason of any breach by the Bidder of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof. We agree that the decision of -------------------, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by ------------------- shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to -------------------.

We ______________________ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract by the Bidder i.e. till _______________ (write a date which is 2.5 years and fifteen days from the date of LoI) (hereinafter called the said date) and that if any claim accrues or arises against us ______________________ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us ______________________ Bank, notwithstanding the fact that the notice of any such claim is given to us ______________________ Bank, by ------------------- either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from -------------------.

It is fully understood that this guarantee is effective from the date of the said LoI and that we ______________________ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of -------------------.

We undertake to pay to ------------------- any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We ______________________ Bank, further agree that ------------------- shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by ------------------- against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, ______________________ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by ------------------- to the said Bidder or for any forbearance and or omission on the part of -------------------- or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._______________ (Rupees ______________ only).

Signature of Authorized Signatory (with official seal)

Place: ________________________________
Name: ________________________________
Designation: ___________________________
Address: ______________________________
Telephone & Fax: ______________________
E-mail address: _________________________

Signature of Witness 1
Name: ________________________________

Signature of Witness 2
Name: ________________________________

(Bank's common seal)
7  Annexure II - Format for Technical Bid

7.1  General Instructions for the Technical Proposal

Bidders have to submit a very structured and organized technical proposal, which will be analysed by the Technical Evaluation Committee (TEC) for different compliances with regards to the requirements of the project. Since the cut-off marks for Technical Bid Score is 70, the quality and completeness of the information submitted by the bidder will matter a lot.

7.2  Format to share Project Details

<table>
<thead>
<tr>
<th>Name of the Project</th>
<th>General Information</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Client for which the project was executed</td>
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<tr>
<td></td>
<td>Name and contact details of the client</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of the project</td>
</tr>
<tr>
<td>Scope of work of the bidder</td>
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<tr>
<td>Deliverables of the bidder</td>
</tr>
<tr>
<td>Technologies used</td>
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<tr>
<td>Outcomes of the project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of the project</td>
</tr>
<tr>
<td>Total cost of the services provided by the bidder</td>
</tr>
<tr>
<td>Duration of the projects (no. of months, start date, completion date, current status)</td>
</tr>
<tr>
<td>Other relevant information</td>
</tr>
</tbody>
</table>

Mandatory supporting documents:
- Work order / Purchase order / Contract
- Client Certificate giving present status of the project and view of the quality of services provided by the bidder

Note: The Bidder is required to use above format for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation.

7.3  Details of Key Manpower Resources Proposed

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the Resource</th>
<th>Proposed Role</th>
<th>Highest Qualification</th>
<th>Total Experience (in years)</th>
<th>Total Relevant Experience for the proposed position (in years)</th>
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CV of the Key Manpower proposed to be submitted in the following format:

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<tbody>
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<td>1.</td>
<td>Name of Staff</td>
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<td>2.</td>
<td>Designation</td>
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<td>3.</td>
<td>Proposed Role in the Project</td>
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<td>4.</td>
<td>Date of Birth</td>
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<tr>
<td>5.</td>
<td>Nationality</td>
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<td>6.</td>
<td>Education</td>
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<td>7.</td>
<td>Total No. of years of experience</td>
</tr>
<tr>
<td>8.</td>
<td>Total No. of years of experience for the role proposed</td>
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<tr>
<td>9.</td>
<td>Certifications and Training Attended</td>
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<tr>
<td>10.</td>
<td>Areas of Expertise</td>
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<tr>
<td>11.</td>
<td>Employment Record</td>
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</table>
7.4 **Project Implementation Methodology**

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

a. Approach and Methodology to implement the entire project

b. Strength of the Bidder to provide services including examples or case-studies of similar work (scanning land records) done for other clients

c. Project Organization and Management Plan

d. Project Monitoring and Communication Plan – Bidder’s approach to project monitoring and communications among stakeholders.

e. Implementation plan – Bidder’s approach to implement the project across all districts in the region

f. Training Plan – Bidder’s approach to imparting training to department officials

g. Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks

h. Operational Support plan- Bidder's approach to support the project in support phase

i. Quality Control plan - Bidder's approach to ensure quality of work and deliverables

**Note:**

- *All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.*
- *Inadequate information will lead to disqualification of the bid.*
7.5 Format for Authorization Letters from OEMs

Date: dd/mm/yyyy

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Sub: Authorisation Letter to M/s.---------------- for the participation in the bid for ----------------

Ref: RFP Number:, Dated dd/mm/yyyy

Sir,

We _______________________, (name and address of the manufacturer) who are established and reputed manufacturers of ________________ having factories at __________________ (addresses of manufacturing / development locations) do hereby authorize M/s ____________________ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipments / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 6 years from the date of Submission of the Bid.

Yours faithfully,

____________________________________
							Signature of Authorized Signatory

____________________________________
							Company Seal

Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.
### 7.6 Document Handover Summary Sheet

**Office Name:**

**Date of Handover:**

**Expected Date of Return:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Type of Document</th>
<th>Document No.</th>
<th>Subject/Title</th>
<th>No. Of Pages</th>
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</thead>
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</table>

**Declaration by the Nodal Office while collecting the documents**

I, hereby, verify that the above documents handed over to the Service Provider have been returned to the department without any alteration, and modifications. I also hereby verify that the above documents scanned by the Service Provider is an exact replica of the physical document (i.e. it is complete & correct), and is legible.

----------------------------------------

Nodal Officer Name
Date:

----------------------------------------

Service Provider’s Representative Name
Date:
7.7 Self-Declaration Form for not having pending cases in court of law

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

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Dear Sir,
I hereby declare that there are no pending cases against M/s______________________ (Name & Address of Bidder) with Government of India or any other court of law.

Signature of Authorized Signatory (with official seal)

Place:
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:
8 Annexure III - Format for Commercial Bid

8.1 Commercial Proposal Cover Letter

To
The Chief Operating Officer
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
5th floor, MTNL Telephone Exchange Building, 8, Bhikaji Cama Place,
New Delhi – 110066

Sub: Selection of Service Provider for the Project “Scanning & Digitization of Case Records for DRTs and DRATs across India”

Ref: RFP Number: , Dated dd/mm/yyyy

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Scanning & Digitization of Case Records for DRTs and DRATs across India”, do hereby propose to provide services as specified in the RFP referred above.

1. PRICE AND VALIDITY
   • All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 90 calendar days from the date of opening of the Tenders.
   • We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
   • We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES
   • We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS
   • We declare that all the services shall be performed strictly in accordance with the RFP documents and the subsequent clarifications / corrigendum issued and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.
   • Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

4. QUALIFYING DATA
   • We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE
   • We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND
   • We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.
We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

We understand that our proposal is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:
Designation:
Seal

Date:
Place:
Business Address:
### 8.2 Commercial Proposal Format and Instructions

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<th>S. No.</th>
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**Total**

**Note:**

- No. Of pages indicated are for arriving at total bid value. The volume mentioned for each page type is an approximate volume. Deviations on both sides (positive or negative) may be possible. Payment shall be made on actual.
- The above price should be inclusive of applicable taxes, duties, fees, levies, and other charges as may be applicable.
- The bidders may visit the site and obtain additional information at their own cost and responsibility.
- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- The Department shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- During the payment stage, CERSAI reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- For the purpose of evaluation of Commercial Bids, CERSAI shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9 Annexure IV – Draft Contract Agreement

(On a Rs. 100/- Non Judicial Stamp Paper)

This Contract Agreement, hereinafter referred to as “CA” is made this ___ day of ___________ 2015 at [Place of execution]

BETWEEN

Central Registry of Securitisation Asset Reconstruction and Security Interest of India, a Company incorporated under section 8 of the Companies Act, 2013 and having its Registered Office at 5th Floor, MTNL Telephone Exchange Building, 8, Bihikaji Cama Place, New Delhi – 110 066, hereinafter referred as “CERSAI” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in-office and assigns) of the First Part

AND

M/s ___________, a company registered under The Companies Act, 1956 having its registered office at ___________ and place of business at _____________________, hereinafter referred to as “Service Provider” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a “Party” hereto and collectively the “Parties”

And Whereas CERSAI intends to provide convenient and speedy services using Information & Communication Technologies (ICT) to its officials and published the RFP to seek services of a reputed IT firm for scanning and digitization of legacy records as per the requirements and training of DRT/DRAT personnel;

And whereas M/s. ------------------------- has been selected by the CERSAI through a competitive bidding process for Design, develop, test, implement, operate and maintain the Project “Scanning & Digitization of Case Records for DRTs and DRATs across India” for DFS;

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

9.1 Definitions, Interpretations and Other Terms

a) Bid means the tender process conducted by the CERSAI and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;

b) Confidential Information means all information including but not limited to the information relating to DRT and DRAT Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

c) Deliverables means all the activities related to supply, design, development and maintenance towards successful implementation of e-Governance solution , as defined in the RFP & subsequent
Clarification/Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;

d) **Effective Date** means the date on which this CA is executed;

e) **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the RFP (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **The signed bid shall be an integral part of the CA and in the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**

f) **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service Provider from a Scheduled Bank in favour of CERSAI for an amount equivalent to 10% of the total contract value i.e. Rs………………………….(Rupees……………………only);

g) **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this MSA;

h) **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/activities related to this project; from all the concerned departments/agencies, etc. as the case may be.

i) **RFP** means the Request for Proposal released vide Bid Document no. <<>> dated <<>>, and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;

j) **Service Level(s)** means the performance standards, which will apply, to the services delivered through the Software Application implemented by the System Provider.

k) **Service Level Requirement(s)** means the timelines and the quality levels to be adhered to by the Service Provider for delivering various services under the contract;

l) **Services** means the content and services delivered and to be delivered to CERSAI/DFS/DRTs/DRATs, and includes but not limited to the services specified in the RFP document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.

m) **Department** means the DRT and DRAT.

n) **Users** means the litigants, DRT, DRAT and DFS officials having the rights to access the application including its Service Provider’s, technology vendors, corporations and agencies and their employees, as the context admits or requires;

### 9.2 Term of the Contract Agreement

The term of this CA shall be a period of 6 months from the date of execution of this Agreement. In the event of implementation period getting extended beyond stipulated period, for reasons not attributable to the Service Provider, CERSAI reserves the right to extend the term of the Contract Agreement by corresponding period to allow validity of contract for the period of 12 months.
9.3 Fees

Total fees to be paid to the Service Provider for the execution of this Contract are into following categories as mentioned below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Indicative No. Of Pages</th>
<th>Unit page per sheet (INR)</th>
<th>Total Commercials (INR)</th>
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<tbody>
<tr>
<td>A</td>
<td>Region Name : Ahmedabad (2 DRTs)</td>
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<td>Region Name : Allahabad (1 DRT and 1 DRAT)</td>
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<td>F</td>
<td>Region Name : Chennai (3 DRT and 1 DRAT)</td>
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<td>M</td>
<td>Region Name : Jabalpur (1 DRT)</td>
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<td>Region Name : Jaipur (1 DRT)</td>
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<td>O</td>
<td>Region Name : Kolkata (3 DRTs and 1 DRAT)</td>
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<td>P</td>
<td>Region Name : Lucknow (1 DRT)</td>
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<tr>
<td>Q</td>
<td>Region Name : Madurai (1 DRT)</td>
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</tbody>
</table>
The fees shall be inclusive of Value Added Tax or Sales Tax, Service Tax, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

### 9.4 Work Completion Timelines, Deliverables and Payment Terms

The vendor will be paid for a page on which text or image exists. So for example, if a sheet has text or image only on one page, payment will be made for one page and if another sheet has text or image on both the pages, the payment will be made for two pages, for any page which is blank on both the pages no payment will be done. Vendor will be paid same amount for A4 and legal paper. For the folded paper vendor will be paid as: If folded paper size is A3 size then vendor will be paid for 2 A4 size paper, If folded paper size is A2 size then vendor will be paid for 4 A4 size paper, If folded paper size is A1 size then vendor will be paid for 8 A4 size paper, If folded paper size is A0 size then vendor will be paid for 16 A4 size paper. The number of pages of sizes other than A4 / legal i.e. A3 and Letter is 5% % of the total number of pages.

The Service Provider will complete the scanning and metadata entry tasks in two phases. First phase will cover the following regions:

- Delhi (3 DRTs and 1 DRAT)
- Chennai (3 DRTs and 1 DRAT)
- Kolkata (3 DRTs and 1 DRAT)
- Mumbai (3 DRTs and 1 DRAT)
- Pune (1 DRT)

Second phases will cover the remaining regions and their respective DRTs and DRAT.
Payment shall be made for per region as per acceptance of below milestone

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestone</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signing of Contract</td>
<td>Nil</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Project Plan</td>
<td>Nil</td>
</tr>
<tr>
<td>3</td>
<td>Team Mobilization</td>
<td>Nil</td>
</tr>
<tr>
<td>4</td>
<td>50% Completion of Scanning Work per Region</td>
<td>20% of actual work value of that region</td>
</tr>
<tr>
<td>5</td>
<td>100% Completion of Scanning Work per Region</td>
<td>20% of actual work value of that region</td>
</tr>
<tr>
<td>6</td>
<td>100% Completion of Metadata Entry per Region</td>
<td>15% of actual work value of that region</td>
</tr>
<tr>
<td>7</td>
<td>Acceptance of Scanning and Digitization through Quality Check Process</td>
<td>20% of actual work value of that region.</td>
</tr>
</tbody>
</table>

**Note:**
- The remaining 25% amount would be paid on satisfactory project closure which also includes successful uploading of scanned documents (along with digitization) in proposed e-Governance application being deployed.
- The Service Provider is expected to complete the scanning and metadata entry of all the DRTs and DRATs in the prescribed timeline mentioned above in the document. However, payment shall be made region wise based on acceptance of work by the department i.e. each DRT and DRAT will certify the quantum and quality of work done (number of documents scanned and metadata entry performed and balance number of documents to be scanned and metadata entry to be performed) in each of the invoices raised by the Service Provider after achieving the milestones.
- The Service provider is liable to scan all documents (legacy + ongoing) for the entire contract duration or till the deployment of proposed e-Governance application.
- It shall be the responsibility of the Service provider to upload all the scanned images in proposed e-Governance application.
- The Service provider shall provide the open source application for UAT to validate the scanned images through various search parameters (Metadata) as mentioned in scope of work. The application is only for UAT purpose for the department. The Service Provider will provide this application at no additional cost to the Department.
- The demo should be done only on the original/live records and not to be done on any dummy records.

### 9.5 Service Level Agreements

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the department for the duration of this contract period of the Project.

**Penalty Terms for Quality of Scanning Service**

Images scanned shall be verified by the designated department Officer / record room in-charge concerned. The scanned image shall be compared with reference to the original document.
Penalties charged for poor quality / non-scanning would be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Penalty in Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 % errors per batch (1 Batch = 1000 pages) identified by the nodal officer</td>
<td>Service Provider required to re-scan the erroneous entries. No penalty shall be imposed. No additional payment would be made for re-scan</td>
</tr>
<tr>
<td>Up to 10 % errors per batch (1 Batch = 1000 pages) identified by the nodal officer</td>
<td>The entire batch shall be rejected. Service Provider required to re-scan the complete batch. No additional payment would be made for re-scan. The Service Provider shall be subject to a penalty of 5% of the cost for that particular batch.</td>
</tr>
<tr>
<td>For any batch if there is more than 10% of error identified by the Nodal officer</td>
<td>The Service Provider shall have to re-scan all sheets and shall be subject to a penalty of 10% of the cost for that particular batch.</td>
</tr>
</tbody>
</table>

In case the numbers of such erroneous batches as mentioned are more than 50%, the entire contract may be subject to either or all of the following in accordance with the discretion of the department:

- Termination of the contract;
- Invocation of the performance guarantee; and
- The department can cancel the work order and get the job done through alternate sources at the cost and risk of defaulting vendor

*Note: It shall be the responsibility of the Service Provider to rescan, index and upload all such improperly scanned images. Service Provider shall not be paid any amount for rescanning, indexing and other activities related 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.*

**Penalty Terms for Quality of Meta Data entry service**

Meta data entries completed by the vendor would be verified by the designated department Officer / record room in-charge concerned. The data entry record shall be compared with reference to the original document.
Penalties charged in case of erroneous data entry would be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Penalty in Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>For any batch (1 batch = 1000 entries) if there up to 5% of error identified by the Nodal officer / designated agency</td>
<td>No penalty imposed</td>
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<tr>
<td></td>
<td>Vendor is required to re-enter the erroneous entries</td>
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<tr>
<td></td>
<td>No additional payment would be made for re-entry</td>
</tr>
<tr>
<td>For any batch (1 batch = 1000 entries) if there up to 10% of error identified by the Nodal officer / designated agency</td>
<td>5% of the cost of the batch</td>
</tr>
<tr>
<td></td>
<td>Vendor is required to re-enter the erroneous entries</td>
</tr>
<tr>
<td></td>
<td>No additional payment would be made for re-entry</td>
</tr>
<tr>
<td>For any batch if there is more than 10% of error identified by the Nodal officer / designated agency</td>
<td>10% of the cost of the batch</td>
</tr>
<tr>
<td></td>
<td>Vendor is required to re-enter the erroneous entries</td>
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<tr>
<td></td>
<td>Payment will not be made to the Vendor for the re-entered data</td>
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</tbody>
</table>

In case the numbers of such erroneous batches as mentioned above in point (c) are more than 50%, the entire contract may be subject to either or all of the following in accordance with the discretion of the department:

- Termination of the contract;
- Invocation of the performance guarantee; and
- The department can cancel the work order and get the job done through alternate sources at the cost and risk of defaulting vendor

**Penalty Terms against any damage to the documents**

Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the Service Provider (Penalty in the range of Rs. 5000/- to Rs. 10,000/- per each of such damage). Thus the Service Provider should take utmost care of the documents and no document shall be permitted to the taken out of the DRT/DRAT or designated premises.

**9.6 Professional Project Management**

Service Provider shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Service Provider shall attend regular Project Review Meetings called by CERSAI/DFS/DRTs/DRATs and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Service Provider in regular manner to ensure the proper management of the project:

a) Finalization of the Project plan in consultation with the CERSAI/DFS/DRTs/DRATs. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan, etc.

b) Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan
c) Preparation & regular updation of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders

d) Submission of Weekly Project Progress Reports

e) Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, & Software, delivered, SLAs, etc.

9.7 Use and Acquisition of Assets

Service Provider shall

a) Take all reasonable & proper care of the entire software or any other information technology infrastructure components used for the project & other facilities leased/owned by the Service Provider exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time.

b) Term “Assets” also refers to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the Service Provider or the DRTs and DRATs for the Project.

c) To the extent that the Assets are under the control of the Service Provider, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them.

d) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.

e) Use the Assets exclusively for the purpose of providing the Services as defined in the contract or as per directions issued by DRTs and DRATs from time to time.

9.8 Security & Safety

a) The Service Provider will comply with the directions issued from time to time by CERSAI/DFS and the standards related to the security and safety in so far as it applies to the provision of the Services.

b) Service Provider shall also comply with the DeITy’s information technology security and standard policies in force from time to time as applicable.

c) Service Provider shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with DRTs and DRATs data, facilities or Confidential Information.

d) The Service Provider shall upon reasonable request by CERSAI or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

e) Service Provider shall promptly report in writing to CERSAI/DFS any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at CERSAI/DFS/DRTs/DRATs.
9.9 Indemnity

The Service Provider hereby indemnify and hold harmless CERSAI/DFS/DRTs/DRATs, its officers, employees and agents (each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

a) Any misstatement or any breach of any representation or warranty made by the Service Provider or

b) The failure by the Service Provider to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or subcontractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party’s trade secrets under the laws of India (collectively, “Infringement Claims”); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) “Implementation of Project by itself or through other persons other than Service Provider or its sub-contractors; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of CERSAI/DFS, or

c) any compensation / claim or proceeding by any third party against CERSAI/DFS arising out of any act, deed or omission by the Service Provider or

d) Claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

9.10 Third Party Claims

a. Subject to Sub-clause (b) below, the Service Provider (the “Indemnified Party”) from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLAs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

iii. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will
have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

v. Service Provider hereby indemnify & hold indemnified the CERSAI/DFS/DRTs/DRATs harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &

viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates;

ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates.

9.11 Publicity

Any publicity by the Service Provider in which the name of CERSAI or any DRT/DRAT is to be used should be done with the explicit written permission of the CERSAI and DFS.

9.12 Warranties

a. The Service Provider warrants and represents to CERSAI that:

   i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

   ii. This Agreement is executed by a duly authorized representative of the Service Provider;

   iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b. In the case of the SLAs, the Service Provider warrants and represents to CERSAI, that:

   i. the Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;

   ii. the SLAs shall be executed by a duly authorized representative of the Service Provider;
iii. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;

iv. Service Provider has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

v. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

vi. Service Provider will warrant that the goods supplied under the contract are new, of the most recent higher version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

vii. The Service Provider shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Service Provider shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other that what are the costs quoted by the Service Provider and as specified in the contract.

viii. If the Service Provider uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, CERSAI/DFS will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the Service Provider.

9.13 Force Majeure

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the Service Provider, not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the Service Provider to take benefit of this clause it is a condition precedent that the Service Provider must promptly notify the CERSAI, in writing of such conditions and the cause thereof within 5 calendar days of the Force Majeure event arising. CERSAI, or the consultant / committee appointed by the CERSAI/DFS shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the CERSAI in writing, the Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, CERSAI and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem.
Notwithstanding anything to the contrary mentioned above, the decision of the CERSAI shall be final and binding on the Service Provider.

9.14 Resolution of Disputes

The DFS and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the DFS and the Service Provider are unable to resolve amicably such dispute, the matter will be referred to the Director (DRT), DFS and his / her opinion shall be taken.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner described above, may be resolved exclusively by Arbitration and such dispute may be submitted by either Party to Arbitration within 30 days of the failure of negotiations. Arbitration shall be held in New Delhi, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. Each party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Agreement. The arbitration award shall be final and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be borne by the party itself unless the award otherwise provides. The provisions of this clause shall survive termination of this Agreement.

9.15 Risk Purchase Clause

In the event Service Provider fails to execute the project as stipulated in the CA, or as per the directions given by CERSAI from time to time, CERSAI reserves the right to procure similar services from the next eligible bidder or from alternate sources at the risk, cost and responsibility of the Service Provider. Before taking such a decision, CERSAI shall serve a notice period of 1 month to the Service Provider. Service Provider's liability in such case would not be higher than 50% of the contract value.

9.16 Limitation of Liability towards CERSAI and DFS

The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to the CERSAI/DFS for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to CERSAI and/or to any DRT/DRAT on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person / persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.

9.17 Conflict of Interest

The Service Provider shall disclose to the CERSAI and DFS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or it's Team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold CERSAI and DFS interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
9.18 Data Ownership

All the data created as the part of the project shall be owned by DFS. The Service Provider shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Service Provider only to the personnel working on the projects and their names & contact details shall be shared with CERSAI/DFS in advance. DFS / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Service Provider to data / system security.

9.19 Intellectual Property Rights

For the customized solution developed for the project, IPR of the solution would belong exclusively to DFS. The Service Provider shall handover the source code to DFS at the stage of Go-Live. The Service Provider shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product.

Deliverables provided to DFS by Service Provider during the course of its performance under this Agreement, in which subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between Service Provider and DFS, immediately upon creation, vest in DFS. To the extent that the Service Provider Proprietary Information is incorporated within the Deliverables, Service Provider and its employees engaged hereby grant to DFS a perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to DRTs/DRATs/DFS facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of DRTs/DRATs/DFS, of such Service Provider Proprietary Information, DFS rights pursuant to the preceding sentence include the right to disclose such Service Provider Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by DFS.

9.20 Fraud and Corruption

CERSAI requires that Service Provider must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, CERSAI defines, for the purpose of this provision, the terms set forth as follows:

a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of CERSAI in contract executions.

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

c. “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which is given by the CERSAI.

d. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the Service Provider has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for CERSAI for termination of the contract and initiate black-listing of the vendor.
9.21 Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Service Provider. The exit management period ends on the date agreed upon by the CERSAI in writing or Three months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Service Provider will promptly on the commencement of the exit management period, supply to the CERSAI or its nominated agencies the following:

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project’s Intellectual Property Rights; any other data and confidential information related to the Project;

b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.

c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the CERSAI and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to CERSAI or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to CERSAI a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, CERSAI or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the CERSAI or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Service Provider will be obliged to provide an access of information to CERSAI and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

(v) Exit Management Plan

Successful Bidder shall provide CERSAI with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project’s operations as a result of undertaking the transfer;

c) Plans for provision of contingent support to the CERSAI e-Governance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

d) Exit Management Plan shall be presented by the Service Provider to and approved by CERSAI or its nominated agencies.

e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.

f) During the exit management period, the Service Provider shall use its best efforts to deliver the services.

g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9.22 Termination of Contract

CERSAI may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and as it deems fit, terminate the contract either in whole or in part:

a) If the Service Provider fails to deliver any or all of the project requirements / operationalization / go-live of project within the time frame specified in the contract; or

b) If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, CERSAI shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if CERSAI is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, CERSAI may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CERSAI. In such event the Service Provider. shall be liable for penalty/liquidated damages imposed by the CERSAI.

In the event of termination of this contract for any reason whatsoever, CERSAI is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to CERSAI and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

9.23 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial
dealings/processing. Subject to the dispute resolution mechanism envisaged in this agreement, all legal disputes are subject to the jurisdiction of Delhi courts only.

9.24 The stamp duty payable for the contract, if any, shall be borne by the Service Provider

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered
By
(For and on behalf of CERSAI)

Signed, sealed and delivered
By
(For and on behalf of the “Service Provider”)

Witness:

(1)

(2)
10  Annexure V: Non-Disclosure Agreement

(On stamp paper of Rs.100/-)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of ______ month __________ year (effective date) by and between ___________________ ("CERSAI") and ________________ ("Company")

Whereas, CERSAI and Company have entered into a Contract ("Contract") effective <from Date> for <Period>.

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

(a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

(b) The term, “CERSAI” shall include the officers, employees, agents, consultants, contractors and representatives of CERSAI.

(c) The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

(c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from CERSAI or any of the prospective clients of CERSAI except as necessary, under prior written intimation from CERSAI, in connection with the Project, and ensure that any such copy is immediately returned to CERSAI even without express demand from CERSAI to do so;
(d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

(e) Return to the other party, or destroy, at CERSAI's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party’s engagement in the Project, or (ii) the request of the other party therefore.

(f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between CERSAI and Company or the nature of services to be provided by the Company to the CERSAI.

3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

(a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or

(b) After it has become generally available to the public without breach of this Agreement by Company; or

(c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party’s possession; or

(d) Which CERSAI agrees in writing is free of such restrictions.

(e) Which is received from a third party not subject to the obligation of confidentiality with respect to such information.

5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to CERSAI; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by CERSAI may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, CERSAI shall be entitled to specific performance by Company of Company’s obligations contained in this Agreement. In addition Company shall indemnify CERSAI of the actual and liquidated damages which may be demanded by CERSAI. Moreover, CERSAI shall be entitled to recover all costs (including reasonable attorneys’ fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. No Conflict. The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Dispute Resolution. If any difference or dispute arises between the CERSAI and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to Delhi Jurisdiction.

(a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.

(b) The place of arbitration shall be Delhi.

(c) The arbitrator's award shall be substantiated in writing and binding on the parties.

(d) The proceedings of arbitration shall be conducted in English language.

(e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Delhi, India only.

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

13. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit CERSAI's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to CERSAI with any employee and/or consultant of the CERSAI who has knowledge of the Confidential Information, without the prior written consent of CERSAI. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and CERSAI.

19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For CERSAI,
Name:
Title:

For Company,
Name:
Title:

WITNESSES:

1.
2.