

Request for Proposal

For

Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised Data into the DMS System

Reference: Government Letter No – KASAMWAPRA 188 KMU 2009 dated 16-11-2009

**The Director
Karnataka State Archives**

Address: - Room No.126. 1st Floor,
Vikassoudha,
Bangalore - 560 001.

Tel No: 080-22254465,
FaxNo:080-22352579.

Table of Contents

SECTION A: Invitation for Bid.....	3
SECTION B: Background & Scope of Work.....	5
SECTION C: General Terms & Conditions.....	15
SECTION D: Proforma for Submission of Technical Bid.....	26
SECTION E: Draft Agreement.....	36

SECTION A: Invitation for Bid

Tender name: Undertake the work of “Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised Data into the DMS System for Karnataka State Archives (KSA)” to be hosted at Karnataka State Data Centre (KSDC),Govt of Karnataka.

The Karnataka State Archives is currently taking up the work of Scanning/Digitization/Microfilm Rolls of archive documents. In order to store in secure manner and view the document by all the stake holders it requires web based document management software. Therefore KSA wishes to select the bidder for undertaking the supply of Web based Document Management Software (DMS) through open tender.

Karnataka State Archives Department invites the proposals from vendors for Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised Data into the DMS System to be hosted at State Data Centre, Karnataka. Vendors who have requisite experience in implementing DMS solution may come forward with detailed proposal in response to this invitation.

- i. The tender aims at selecting vendors for Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised Data into the DMS System for Karnataka State Archives to be hosted at State Data Centre, Karnataka for the department which can be accessed by the department users and other internal and external users through the department portal.
- ii. There will be a two part bid namely: Technical & Financial bids.
- iii. Bidders are advised to study the Bid Document carefully. Submission of the Technical & Financial Bid shall be deemed to have been submitted separately after careful study and examination of all instructions, forms, terms and conditions and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the vendor's risk and may result in the rejection of the bid.
- iv. Order will be placed to the finally selected vendor after signing Agreement with Karnataka State Archives. The project shall have to be completed within Six months including Go-live support for three months from the date of work order.
- v. **The entire proposal should not exceed maximum 100 pages including all attachments.**
- vi. Schedule of events: The following is the schedule of events for the proposed tender

Tender Inviting Authority	The Karnataka State Archives (KSA)
Name of the Work	Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised Data into the DMS System for Karnataka State Archives (KSA)
Reference	<i>Government Letter No – KASAMWAPRA 188 KMU 2009 dated 16-11-2009</i>
Selection method	L1 basis (Two step - Technical pre-qualification followed by least cost)
Start Date for the Sale of RFP Documents	19 th December 2009
Last date & Time for Sale of Tender documents	4 th Jan 2010 & Time 3PM
Cost of Tender Document	Rs. 1000 (Rupees Thousand only) Through D.D from any Nationalized Bank in favor of “Director, Karnataka State Archives, Bangalore” .
Date and Time of Pre-Bid Conference	23 rd December 2009, 3PM

Request for Proposal for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

Place of Pre bid Conference	Director, Karnataka State Archives, Vikasa Soudha, Room No.126. 1st Floor, Bangalore-560001
Last date and time for submission of Bids	4 th Jan 2010 & Time 3PM
Opening of Technical Proposals and Pre qualification documents	4 th Jan 2010 & Time 4PM
Place of Opening of Technical Proposal and prequalification	Director, Karnataka State Archives, Vikasa Soudha, Room No.126. 1st Floor, Bangalore-560001
Presentations by the bidders	5th Jan 2010 from 11AM
Place of Presentation	Director, Karnataka State Archives, Vikasa Soudha, Room No.126. 1st Floor, Bangalore-560001
Opening of Financial Proposal	will be intimated later
Earnest Money Deposit (EMD)	Rs 1,00,000/- (One Lack Only)
Contact Person & Address for Communication	Director, Karnataka State Archives, Vikasa Soudha, Room No.126. 1st Floor, Bangalore-560001
Telephone No:	080-22254465
Fax No:	080-22352579
E Mail:	
<ol style="list-style-type: none"> 1. Other important criteria specified by the Tender Inviting Authority and detailed eligibility criteria are given in the Tender Document 2. Two - Bid System (i.e.) Technical Bid and Financial Bid will be followed. 3. Tender received after due date and time will be summarily rejected. 	

SECTION B: Background & Scope of Work

1. Introduction to Karnataka State Archives (KSA)

The Karnataka State Archives Department was set up to preserve documents of historical, religious, political and cultural importance. The Archives has its head office at Bangalore with Divisional Archival Unit Offices at Mysore and Dharwad. The Department of the State Archives is the custodian of Government secretariat files which are not required for day to day reference, in addition to policy decisions, economic and social development papers of eminent personalities and organizations.

The files are categorized into three groups: semi-current, current and permanent records. Current files remain with the creating agency; Semi-current files are of two types. 'B' Class records, which are preserved for 20 years and 'C' Class records which are maintained only for five years. Once they are more than 35 years, they become permanent records of historical value and are maintained by Archives.

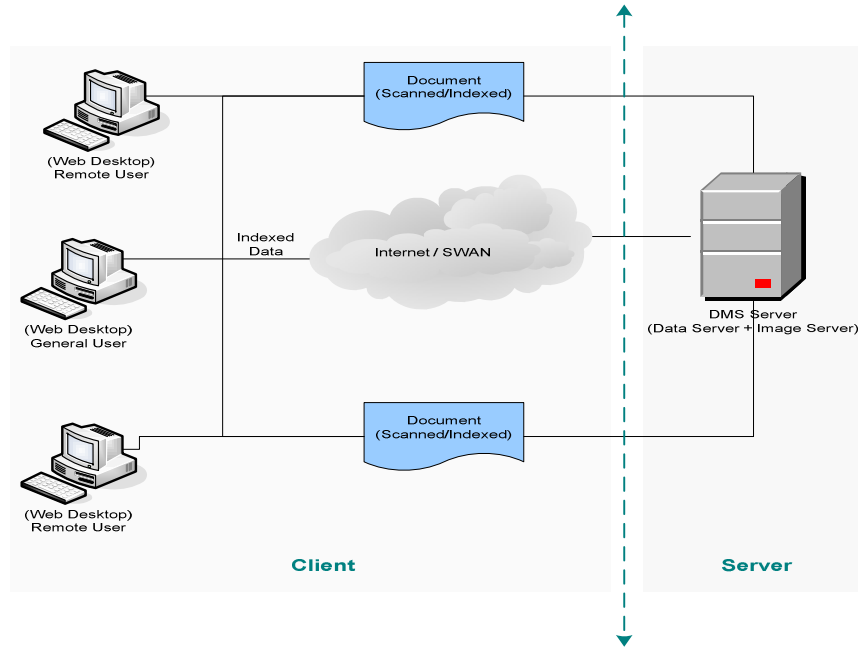
2. Scope of Work for the Vendor:

No	Scope of work	Details
1	Web based Document Management System	Supply, Design and Implement Web based Document management System with processed based license for unlimited usage.
2	Customisation	Integration of DMS with the existing department portal
3	User Training	Training shall be provided all the officers & Concerned staff of three divisions at the respective divisions only. (Bangalore – 20 officers, Mysore- 5 and Dharwad -5)
4	Indexing /Cataloguing Methodology	The Bidder shall provide Indexing /Cataloguing Methodology (Data Structure) to the department so that it will be used the same at the time of data digitisation/scanning of the documents. The successful bidder shall test the data in the DMS before finalising the Indexing /Cataloguing Methodology. Note: Department is currently undertaking scanning of the documents through different vendor.
5	Data Migration	Migration of Scanned data/ Digitised Microfilm data into the DMS system in Karnataka State Data centre (KSDC)
6	Annual Maintenance	The vendor shall provide annual support in terms technical support including patch updating to the DMS product for a period of One year
7	Hardware Supply	Supply, install ,commissioning of necessary Hardware and other IT infrastructure at Karnataka State Data centre for successful running of DMS software

3. Detailed Scope of Work:

The purpose of this system is to ensure quick access of the State Archives related documents and related information when needed. For this, department has already initiated to convert all the documents digital form. Now the department wishes to develop an application, which will enable quick access and efficient queries on the documents. The entire DMS solution is shown in the figure 1.

Figure 1: Web Based Document Management Solution



a. Document Retrieval and Storage

The documents in the department are stored on numbered racks, with files are properly arranged and indexed. The indexing convention is based on a standard Library Management system. The same convention can be followed during indexing or any other as suggested by the department. This shall be used to design the DMS system. For information the different types of documents which are proposed to store into the DMS system are as follows:

- i. Files which shall contain sheets which are of A4/Legal size. Certain documents may contain maps/charts etc., which may be bigger than the A4/Legal size which shall also be scanned. The sheets could be wither stapled together or tagged.
- ii. Digitised data of Microfilm Data
- iii. Bounded Volume of books.

b. Functional Requirements

The DMS software must be processed based license for unlimited usage and the application development software and database software must commonly available, supported, maintainable and supporting open standards. Where proven off the shelf products are available, the same can form part of the recommended solution. The functional requirements of the Web based Document management Solution are as follows:

S No	DMS Requirement Details
1	The Document Management Systems shall support various Operating systems like Windows, Linux, etc. for server configuration.
2	High Availability – The systems shall be designed for 24x7 operations. A highly available architecture shall be presented to address planned outages for upgrades or unplanned outages caused by hardware or software failures. In order to measure the system availability, open source tools can also be used.

3	The computing architecture must be server based. The applications will reside in the servers and will be delivered to the users through other server based computing facility/technology.
4	The proposed systems must be able to interface with the existing third party systems and databases.
5	The proposed system must be SOA compliant and have web services integration capabilities to integrate with Core Solutions.
6	Effective user registration: Access permission is granted only to those whose bona fides have been properly established.
7	Effective user access management: Business sponsors exercise complete control over the access rights granted to KSA clients or other users. Continuing access to the service as and when required must be assured
8	The solution should supports remote image server architecture wherein content files are saved at the remote location and related metadata in the central server for bandwidth optimization while accessing the documents. The remote data could be replicated on manual or scheduled basis as per the requirement.
9	The system shall support distributed Document Repositories for document upload and access at local level, which can be replicated with central repository at scheduled intervals.
10	The system shall support multiple databases i.e. Oracle and SQL and open source like PostgreSQL.
11	The system shall provide XML based API toolkit for system integration and application development
12	Designing templates for text / scanned documents entry in database
13	Data base Query interfaces for different levels of users
14	Report generation for different levels of users
15	Backup procedure and related reminders
16	Multi-level secure access to the system and multi user level scanning Application.
17	The systems must be user-friendly, intuitive and equipped with help/support facilities. Easy to use User & Administrative interfaces for the above
18	The proposed Document Management Systems should have its own image viewer for different image file formats that is required to ensure smooth operation.
19	The application shall be on multi tier architecture with separate layers for the database and application.
20	The system shall support Bulk Import of image and electronic documents
21	Image Viewer Applet for platform-independent Image View for thin clients on Linux and Windows
22	The system shall be able to handle multiples of Terra bytes of data
22	The system shall be Unicode compliant for supporting different languages and shall also provide localization kits for localizing the User Interface in particular language

23	Image processing libraries that support image enhancements, image recognition, image compression, image manipulations.
24	The DMS shall support Client-Server architecture for Scanning solutions, so that scanned documents can be temporarily archived before uploading to the central server. The vendor must have its own scanning solution tightly integrated with the DMS solution.
25	The system shall support quick scanning and indexing of bulk documents. The stages of scanning, quality check and Indexing shall be preferably mapped as stages in scanning solution. Scanning through browser plug-in.
26	The scanning interface should have a GUI based template definition module
27	Template definition for document capture through scanning that contains General information, Data class and fields, Folder, and Document information
28	Delete, re-scan and insert pages into document before committing to disk
29	Standard Image Operations such as de-skew, de-speckle, rotate, invert, zoom-in/ zoom-out, zoom percentage etc.
30	Support all the special image enhancement functionality offered by the scanner through the driver interface.
31	The Document management system shall support categorization of documents in folders-subfolders just like windows interface. Please specify any limit on number of folders and sub-folders
32	The system shall provide search facility to in the same interface, so that users are able to search the documents
33	The Document management system shall support Applet for viewing Image documents-
34	The Document Management system shall provide facility to index folders and documents on user-defined indexes
35	The system shall provide facility to set particular fields as mandatory or unique.
36	Multiple indexes for different types of documents.
37	Facility to add keywords with documents to act as quick reference for the documents
38	The Document Management system shall provide extensive search facility to retrieve documents or Folders
39	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.
40	The Document management system shall support definition of Users, Groups and Roles relation in the system
41	The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/

	Copy or Download)
42	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
43	The system shall support web-based administration module for the complete management of system.
44	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them
45	The system should have search field and should be in multiple fields
46	The application must be usable with Internet Explorer 5 and above, and Mozilla Firefox 2.0 and above on any standard Windows PC
47	The proposed system should have Administrative Interfaces for: <ul style="list-style-type: none"> i. Security management <ul style="list-style-type: none"> • Adding users and groups • Defining and changing access policies • Granting or denying permission to specific documents and/or reports ii. Detailed logging of system usage <ul style="list-style-type: none"> • Browsing and sorting audit trails based on predefined parameters regarding usage of the system • Browsing and sorting audit trails for changes to the information in the database iii. The documents will be viewed in the Internet browser. No modification is to be done for the data.
48	The DMS should have scanning interface so that one can scan and upload the document into DMS. Each division may take up scanning activity through DMS software. Therefore Bangalore shall have 3 user licenses, Mysore has 2 and Dharwad has one user license. This shall applicable only for scanning interface and all the other functionality will not have any restriction for internal users.
49	The external users will have only viewing facility and cannot take print or Save or copy from any part of document
50	DMS should have facility of approving the document before uploading into the DMS software. For example: If one user with in KSA scanned , it should be approved by the immediate officer before uploading into the DMS system

c. Database Schema

The Bidder shall develop complete and detailed schema for the databases that includes the different tables for the storage and retrieval of the data. The database shall include provisions for nested tables, future additions of data types and also provision for linking documents from the Document Repository systems. The Bidder shall also demonstrate design considerations for security, scalability, efficiency and effectiveness of the administration, management and utilization of the database. The Bidder shall elaborate the proposed approach to accommodate future changes in the database schema. The Index fields shall use standard codes.

d. Document Repository System

The Bidder shall design a document repository system to pool-in the entire scanned data. The system should be made capable for all the documents to be tagged and properly indexed so that the documents can be stored, searched and retrieved by using the indexed values. The indexing methodology should include text keys from the document and should have the capability to add / delete keys. The document repository system shall also provide interface to a document management solution (to be proposed by the Bidder) for management and storage of the documents.

e. Supply, Installation & Commissioning of Hardware including Warranty

It is the responsibility of Bidder to provide required software, hardware and associated hardware to develop, implement and run the proposed DMS solution at Karnataka State Data Centre. Software components like Operating Systems, business and application software, database software, testing and monitoring tools etc. are also integral part of the scope of the project. Bidders are required to provide all the hardware and infrastructure components needed to deliver and operate the proposed solution, including servers and storage devices. Bidders should be responsible for the installation, configuration, tuning, sizing and commissioning of the hardware components according to support requirements of the proposed web based DMS solution. The following are the expected hardware components for the Solution:

- Hardware Servers: Bidders are required to provide all hardware servers including backup server' details including all front and backend servers necessary to host and manage all software components for the proposed DMS solution.
- SAN and backup storage: Bidders are required to provide Storage Area Network (SAN) and backup storage library to support the hardware architecture and operations of the DMS Solution. All data and application software (excluding OS software) should be stored on the SAN. Local server storage should only be used for OS software and related system utilities.
- All hardware should have active manufacturer support and not be at the end of its upgradeability path.
- All hardware must be delivered complete with all firmware, operating systems, OS patches / utilities, and any required systems software.
- Server processors should be delivered with bidder recommended cache memory matching the processor speed and the system memory size to meet the required performance.
- Scalability: Storage shall be scalable. Solution should support Data in place upgrade to next higher model without data migration- within the same family
- Servers must be supplied with all systems hardware modules and software tools that are required to operate the servers. Preferably, the clustering solution should provide load balancing, scalability, and performance enhancement through added cluster nodes besides high availability.
- Data Protection: Offered Storage Array shall be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc. In case of Power failure, Storage array shall be able to hold data in the cache for at-least 48 hours of time.
- Should have disk drive support
- Should support RAID. RAID Implementation should be hardware based. The Administrator should be able to control the RAID level being used and also the number of Hard disks per RAID group/array
- Data Replication & Migration: Support for Remote data replication and In-system data copy. Support for Volume migration, i.e, move data between RAID groups, online
- Operating System & Clustering Support: The storage array should support industry-leading Operating System platforms including: Windows Server 2003 (Enterprise Edition, Sun Solaris, HP-UX, IBM-AIX, Linux and Novell NetWare. Offered Storage Shall support all above operating systems in Clustering.

- Licensing: The storage array should have necessary licenses to support controller-based functionality for pointer based snapshots as well as full physical copies. The necessary licenses (pointer-based snapshots as well as full physical copies) for the entire physical raw capacity, has to be provided.
- For optimal data protection, storage shall support distribution of metadata on more than one drive shelf.
- Storage Management Software: Offered Storage Subsystem shall have web based management for activities like LUN Creation, LUN Expansion, Point in time copy creation and Management, event management etc. Provide authentication, access control to management functions, and audit logging to record all system changes. Report failures and status to a SNMP server and monitor and report performance data. .Diagnosis tools for subsystem components (controllers, disks etc.), recovery, system and RAID Manager error logs. Dynamic RAID group Migration. Dynamic Capacity & Volume Expansion. Should monitor and report alarm conditions and Should support LUN Masking
- Should offer performance monitoring tools
- Backup Software: Take incremental or full data backups onto tape library or Disk library (VTL). Support for LAN and SAN based backup. Provide full, incremental, differential and synthetic full backup and restore operations and enable object-level recovery. Ability to integrate with applications and take backup at the application level for applications like SAP, Share point server, Exchange server, Active Directory server, Lotus notes/Domino, databases (oracle, SQL, DB2) Support for Exchange, individual mail restore of Exchange email. Software encryption so that all the data backed up is secure.
- Support for distributed heterogeneous environment, like different hardware and OS platform. Allow multiple, distributed backup servers
- All the hardware components (e.g., servers, storage devices, switches) must be redundant with no single point of failure.
- All hardware should have a clear and easy upgrade-option in case of performance bottlenecks by using the scalability options.
- All servers should have hot-swap capable disk and network components.
- All hardware servers should be multi-processor, multi-threading capable servers, with native support for these features by the operating system.
- All hardware servers should enable clustering and load balancing as required.
- The number of hardware servers and their installed software components should satisfy the DMS Solution scalability, performance, and redundancy & availability requirements.
- Tape Drives: Expandable Data storage capacity- Native/Compressed. Web based Management compulsory. Should have Hardware Partitioning. Should have Digital Speed Matching and Hardware encryption.
- Bidders are required to provide all hardware components and products based on latest models by the respective bidders to support the requirements.
- Bidders are required to explain purpose of hardware components and products as well as specify the software product / components they run.
- Bidders are also required to ensure that the proposed hardware meet the performance and sizing requirements of DMS Solution.
- Bidders are required to specify manufacturer, model number, and complete hardware specifications.
- The Bidder shall provide warranty to KSA that the goods or any material, procured through this tender or any subsequent work orders issued to the bidder selected through this tender, have no defects arising from design or workmanship or any act or omission of the Bidder/OEM. The warranty shall remain valid for a period of three years from the date of acceptance testing & certification of the IT Infrastructure.
- The bidder shall replace any faulty or damaged parts/components of the Infrastructure supplied to KSA during the warranty period at no additional cost to KSA. Similarly, Bidder shall also provide the warranty for the system software

purchased by the KSA including Operating System(s) required for the servers and any other software for successful usage of DMS. The bidder shall also provide and install the latest upgrades/patches/releases for the software after appropriate testing of such patches and upgrades in the lab environment. It is the responsibility of the bidder to ensure that the upgrades and patches installed on the systems have no negative impact on the computing environment in KSA including the information security, performance, availability etc. KSA, apart from the costs agreed in the contract with the bidder, shall not pay for any additional costs separately for Warranty and the overall solution cost quoted by bidder shall include the same.

f. List of Deliverables

- i. Licensing Agreement for the web based Document Management System including CD's
- ii. Customization Source Code (The IPR shall rest with the department.)
- iii. Defect Free and tested web based Document Management System configured as per the department's requirement
- iv. SRS for the Document Management System signed off by the department covering Design of Document Repository System & design of Database architecture and Schema.
- v. User Acceptance Test (UAT) of the DMS along with the test results
- vi. User Manuals for the DMS both in soft and hard copy
- vii. Data migration of Scanned Images and uploading onto the State Data Centre
- viii. Successful installation, configuration and commissioning report of all the necessary Hardware at State Data centre
- ix. Successful operationalisation report after conducting the inspection of the supplied infrastructure for its conformity with the stated specifications in the agreement.
- x. Documentation for the IT Infrastructure implemented for KSA including the inventory register identifying all the goods supplied through this agreement, its specifications, data centre and network design documents, IP addressing schema etc.
- xi. Documentation, including user manual, administration manual etc, wherever provided by the OEM, for the IT Infrastructure procured through this tender.

g. Service Level Agreement

The Service level objectives for the project are as follows and this shall be the part of the contract.

1. Timeliness of the following activities:
 - a. Design of the Web based DMS System
 - b. Preparation of the Technical Documentation
 - c. DMS solution commissioning

Note: The above activities shall be mentioned in the Project plan

2. Quality of the DMS Application
 - a. All the bugs of high and medium category shall be closed before the release of the application
 - b. Unresolved High & Medium category bugs and features beyond the committed resolution time
3. Accuracy and quality of migrating the scanned documents
4. Service level for initial response and resolution of issues
5. Human resources are available as planned and committed

Based on the above objective service level breach and corresponding penalty structure is defined in the following table:

No.	Service Element	Service Attribute	Method of Measurement (Service level)	Baseline Metrics	Penalty
1	Web based Document Management System Availability	Availability	The vendor has to design the system that is capable of monitoring the system log files for ensuring the system availability. Even open source tools may be used for the same for measuring the system availability.	24/7 and it should 99.6% availability	For less than baseline performance metrics (i.e. 99.6%) penalty of 10% of the yearly AMC Billing Charges

Request for Proposal for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

2	Compliance with overall project schedule / timelines (project start date – project end date)	Completion	Project kick-off to project go-live date to be measured and enclosed with the contract.	100%	In case of failure to adhere to the overall timeline, the Vendor will be charged INR 1,00,000/- for every month (Starting from planned go-live date of the project) of delay up to maximum of 10% value of the total contract value.
3	Un-resolved high & medium category bugs & features of DMS application	Completion	All bugs should be closed within agreed time lines	100%	@ Rs. 1,000 per working day's delay
4	Web based Document Management System Distribution - New releases/ patches of application availability to every user as per the roles.	Responsiveness	ALL releases/patches will be distributed within 15 days of posting even the system gets stabilized	100%	If not complied with the mutually agreed upgrades within 15 Days from the sign-off date, penalty of 5% will be charged of the Cost of AMC.
5	Non deployment of compulsory resources as per submission of technical bid	Availability	All resources should be placed as per the resource plan committed in the technical proposal		Rs. 1500 per day in case of resources non deployment

SECTION C: General Terms & Conditions

The Bidder is expected to examine all instructions, forms, terms & requirements and other information in the RFP document. 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 and forfeiture of the Proposal Security. The bid document containing the details may be obtained from the office of Karnataka State Archives on payment of non-refundable bid fees of Rs. 1,000/- in the form of DD/Cheque in favour of "Director, Karnataka State Archives," payable at Bangalore per set on any working day between – 10.30 AM and 5 PM from Date 18th Dec 2009 or Bidder can submit the same through DD at the time of bid submission.

1. Eligibility Criteria/Pre-Qualification

- a. The Bidding firm (Prime Bidder) can form a consortium with any OEM for supply Document Management System. The prime Bidder should be responsible for supply, installation & commissioning of the software including the delivery of services as per this RFP scope. The Bidder shall provide the authorization letter for supply, installation and commissioning of the DMS software.
- b. The bidder must fulfill the following pre-qualification conditions. Technical bid of bidder fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bid of Vendor not fulfilling the pre-qualification conditions given below will be *rejected*.

S.No	Prequalification Parameter
1.	The lead bidder should be a company registered under companies Act 1956 since last five years.
2.	The lead bidder Should have been a ISO certified company.(Copy of Certificate to be enclosed)
3.	The Bidder should have annual turnover at least Rs. 5 Crores per year during the last three years: 2006-2007, 2007- 2008 and 2008-2009 and should have made profits in each of the last years. (Turn over details to be given and copies of audited financial statements shall be enclosed
4.	The Bidder should have been implemented Web based DMS application in at least two organizations preferably Government organization and encloses the proof for the same and the value of each should be minimum 25 lacks.
5.	The Company should have minimum 25 qualified Software Engineers on roll.

2. Proposal Validity & Bid Security

- a. The Technical and Financial Proposals shall remain valid for a period of Three month from the date of Technical Bid opening specified. KSA shall reject the Proposal as being non- responsive if it is valid for a shorter period.
- b. In exceptional circumstances, prior to expiry of the original Proposal validity period, KSA may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile to the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.
- c. The prospective Bidders may submit their bids addressed to Karnataka State Archives (as per Annexure A) with Rs.1, 00,000/- as Earnest Money to be deposited as Demand Draft in favor of Director, Karnataka State Archives payable at Bangalore. Bids without a valid EMD shall be rejected outright
- d. The Proposal Security shall remain valid for a period of 90 days from the date of opening of the Proposal, and any period of extension subsequently requested.

- e. The EMD of all unsuccessful Bidders would be refunded by Department. The EMD of successful Bidder would be adjusted towards partial fulfillment of the requirement of Performance Guarantee.
- f. Bid without adequate bid security/ EMD will be liable for rejection without providing any opportunity to the Bidder concerned

3. Late Proposals

Any Proposal received after the deadline for submission of Proposals prescribed in this RFP will be summarily rejected and returned unopened to the Bidder.

4. Clarifications for RFP Document

The prospective Bidder requiring any clarification of the RFP documents may meet KSA in writing and get clarification then there itself. However KSA has the right not to respond to some or any of the queries at its sole discretion.

5. Liability of the Bidders

Bidders are advised to study the Bid Document carefully. Bids not complying with all the clauses in this tender document are liable to be rejected. Failure to furnish all the information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the agency's risk and may result in the *rejection* of the bid.

6. Amendment to the Bidding Document

At any time prior to the deadline of submission of bids, **Karnataka State Archives** may, for any reason, whether on its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding document. Copies of the amendment shall be sent to all prospective Bidders who have collected the bidding document within the prescribed time limit. In order to afford the prospective Bidders reasonable time to take into account the amendment in preparing their bid, **Karnataka State Archives**, at its own discretion, can extend the deadline for submission of bids.

7. Proposal Evaluation Processes

7.1 Bid Opening Schedule

The bids will be opened, in two sessions, in the presence of Bidders' representatives (only one) who choose to attend the Bid opening sessions on the specified date, time and address. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for KSA, the Bids shall be opened at the same time and location on the next working day.

7.2 Evaluation of Technical Proposals

The evaluation of the Technical bids will be carried out in the following manner:

- a. The Bidders' technical solution proposed in the bid document is evaluated as per the Prequalification requirements specified in the RFP and adopting the same for evaluation criteria. The Bidders are required to submit all required documentation in support of the prequalification criteria specified in this RFP.
- b. List of documents along with Technical Bid
 - i. Bid Letter (Annexure A)
 - ii. Bid Particulars (Annexure B)
 - iii. Documentary proof for fulfillment of pre-qualification condition (Annexure C).
 - iv. Agency's Similar Experience (Annexure D).
 - v. Details of the Earnest Money Deposit (Annexure E).
 - vi. Agency's Project Methodology pertaining to this project (Annexure F).

- c. Proposal Presentations: Each Bidder shall make a presentation to the Department at a date, time and venue mentioned in thus RFP. The purpose of such presentations would be to allow the Bidders to present their proposal to the committee.
- d. The proposal review committee may seek oral clarifications from the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to provide clarifications on the proposal more clearly. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- e. In order to facilitate the technical Bid evaluation, the technical criteria laid down in the following Evaluation. The marking scheme presented here is an indication of the relative importance of the evaluation criteria.
- f. Evaluation Criteria: The following is the criteria on which the vendor shall be evaluated.

Sno	Criteria	No of Points
1	Experience in developing and deploying web based DMS applications and in customizing web based portal solutions Similar Implementations <= 2 = 5 marks Similar Implementations >2 and <= 4 = 10 Marks Similar Implementations > 4 and <= 8 = 15 marks Similar Implementations > 8 = 20 marks	20
2	Experience in developing and deploying document management solutions and migrating the date into the DMS system particularly in government sector. Similar Implementations <= 2 = 2 marks Similar Implementations >2 and <= 4 = 4 Marks Similar Implementations > 4 and <= 8 = 8 marks Similar Implementations > 8 = 10 marks	10
3	Methodologies used to carry the project from requirements through finished deliverables, including project management, checkpoints, and periodic status reporting back to KSA	10
5	CVs of resources who will be involved in this project	30
6	Transfer of knowledge program (Training)	10
7	Product demo	20

- g. Only those Bidders, who got minimum 75 marks as per the evaluation criteria by the Bidder, will qualify for the evaluation in the commercial process.
- h. In the Commercial bid evaluation, the Bidder quoting the lowest shall be awarded the contract on an L1 basis.

7.3 Evaluation of Financial Proposals

- a. Financial Bid comprising the following:
 - Bid Letter (Annexure G).
 - Details of the Cost of Services offered (Annexure H).
- b. Price should be submitted in the specified Performa (as per Annexure G&H) The price quoted by the Vendor should inclusive all services and material cost and taxes, including service tax whatsoever payable for accomplishing the task. Prices, inclusive of all statutory levies, quoted must be firm and final and shall remain valid throughout the period of the contract and shall not be subject to any upward revision whatsoever

- c. The price and rates quoted by the Bidder shall be fixed and firm for the duration of the contract and shall not be subject to any kind of escalation/adjustment on any account.
- d. It will be imperative on each Vendor to fully acquaint themselves with the local conditions and factors which would have any effect on the performance of the contract and / or the cost.

8. Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and KSA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

9. Language of the Proposal

The Proposal, and all correspondence and documents related to the Proposal exchanged by the Bidder and KSA shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language.

10. Currencies of Proposal and Payment

The Currency (ies) of the Proposal shall be in Indian Rupees (INR)

11. Format and Signing of Proposal

- The Bidder shall prepare one original set of the documents comprising the Proposal as described in this RFP, bound with the section containing the Form of Proposal and Appendix to Proposal, and clearly marked "ORIGINAL".
- In addition, the Bidder shall submit hard and soft copies of the Proposal clearly marked "COPIES". In the event of discrepancy between them, the original shall prevail. Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail.
- The original and all hard copies of the Proposal shall be typed (in the case of hard copies, photo-copies are also acceptable) and shall be signed by a person or persons duly Authorized to sign on behalf of the Bidder. All pages of the Proposal, where entries or amendments have been made, shall be initialed by the person or persons signing the Proposal.
- The Proposal shall contain no alternations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Proposal.
- If the Proposal is made by an individual firm/company, it shall be signed by an Authorized representative for signing the Proposal. The Bidder shall also provide authorization letter, authorizing the person signing the bid.
- All pages of Proposal, except for un-amended printed literature, shall be initialed by person(s) signing the Proposal.
- All signatures in Proposal document shall be dated.
- The RFP issued by KSA should be signed with seal and enclosed with technical bid submission

12. Sealing & Marking of Proposals

- The Bidder shall seal the original and each copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPIES".
- The Proposal shall be marked and sealed in envelopes as follows: The contents of these envelopes shall be as follows:

➤ **Envelope 'EMD'**

➤ **Envelope 'Technical Proposal'**

Attachments as specified in this RFP (Technical & Financial Forms) duly signed and stamped.

➤ **Envelope 'Financial Proposal'**

- ✓ Financial Forms as per the respective schedule annexure of the RFP along with payment quotes, cost break up and other financial data duly signed and stamped.
 - ✓ Undertaking for Financial Proposal put in a separate sealed envelope.
- Envelopes shall be sealed in an outer envelope and marked as Proposal for ***"Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised data into the DMS system"***. A checklist listing the documents submitted shall be provided in the outer envelope along with the Proposal Security and placed in the outer envelope. The inner and outer envelopes shall bear the Project title as mentioned above and the words: **"DO NOT OPEN BEFORE THE BID OPENING DATE" for Technical Bid & "DO NOT OPEN UNTIL TECHNICAL EVALUATION" for Commercial bid**
 - The outer envelopes shall be addressed to KSA at the address provided in RFP; the outer and inner envelopes shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared "late" pursuant to Clause mentioned in this RFP, and for matching purposes.
 - If the outer envelope is not sealed and marked as above, KSA will assume no responsibility for the misplacement or premature opening of the Proposal.
 - Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete Proposals in the form indicated above received prior to the closing time and date of the Proposals shall be taken as valid.

Envelope 1 : EMD	The envelope containing the EMD shall be sealed and super scribed "EMD–"Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised Data into the DMS System"
Envelope 2 : Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP. One Hard Copy and One Soft Copy of the Technical Proposal shall be submitted. This envelope <i>should not</i> contain the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected
Envelope 3: Commercial Proposal	The Commercial Proposal shall be submitted in a sealed envelope as per the forms prescribed in the respective schedule Annexure basing on the scope of this RFP. A Hard Copy of the Commercial Proposal shall be submitted. <i>Note: Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid.</i>
Envelope 4	All the above 3 envelopes along with the proposal letter should be put in envelope 4 which shall be properly sealed and addressed to the following address: Director, Karnataka State Archives

	<p>Room No.126, 1st Floor, Vikasa Soudha, Bangalore-1.</p> <p>The outside of the envelope must clearly indicate the name of the project “Supply, Installation and commissioning of Web based Document Management system & Migration of Digitised Data into the DMS System”</p>
Note:	<ol style="list-style-type: none"> 1. The outer and inner envelopes mentioned above shall indicate the name and address of the agency. 2. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.

13. Deadline for Submission of Proposals

Proposals must be received by KSA at the address specified in RFP, no later than the time and date stipulated in the RFP schedule provided in this RFP. KSA may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all Bidders who have been provided the Proposal Documents, in writing or by facsimile in which case all rights and obligations of KSA and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. ***The Last Date & Time of submission of Bids is on or before 3PM Hrs on 4th Jan 2010.***

14. Modification, Substitution and withdrawal of Proposals

The Bidder is not permitted to modify, substitute, or withdraw its Proposal after Proposal submission.

15. Proposal Opening

- The Proposal Evaluation Committee shall evaluate the technical proposal and commercial bids. The Evaluation Committee may choose to conduct negotiation or discussion with any or all the Tenderers. The decisions of the Evaluation Committee in the evaluation of the Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The bidder must submit the written queries on or before 23rd Dec 2009 and the pre bid meeting will be held on 23rd December 2009 @ **office of The Director, Karnataka State Archives, Vikasa Soudha, Room No.126, 1st Floor, Bangalore-560001** by 3PM. The bidder who wants to present in the pre bid meeting must pay the cost of the RFP document before they present the pre bid meeting.
- At the date, time and location of the bid opening as specified in the RFP, the Evaluation Committee shall open the Proposals on 4th Jan 2010 in KSA premises, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Evaluation Committee may consider appropriate, will be announced by the Evaluation Committee at the opening.
- The Evaluation Committee reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in RFP.
- As part of technical evaluation, the Bidder will give demo on the scope of work at the Bidders place. Those who qualify will qualify for commercial evaluation. ***The date of presentation by the Bidder will be on 5th Jan 2010.***
- After evaluation of technical bids including technical demo, the commercial bids of only those Bidders who secure the minimum marks in technical evaluation, as specified in this RFP, will be opened. The date and time of opening of the financial bids will be announced at a later date, and the bids would be opened in the presence of the Bidder's representatives who choose to be present.

- The Proposal Evaluation Committee shall prepare Minutes of the Proposal Opening events, including the information disclosed to those present in accordance with Sub-Clause for its record, and present the results to the KSA for its approval. KSA reserves the right to accept or reject the evaluation results submitted to them by the Proposal Evaluation Committee.

16. Process to Be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process.

17. Clarification of Proposals & Contacting the Proposal Evaluation Committee

To assist in the examination, evaluation, and comparison of Proposals, the Proposal Evaluation Committee may, at its discretion, ask any Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Proposal Evaluation Committee in the evaluation of the Proposals in accordance with criteria

18. Initial Examination of Proposals

Prior to the detailed evaluation of Proposals, KSA will determine whether each Proposal (a) has been properly signed; (b) is in conformity with the checklist in the outer envelope; In case it has not been properly signed and/or there is a discrepancy between the items on the checklist and the actual documents/material submitted, KSA reserves the right to declare the bid invalid.

19. Correction of Errors

All the proposals will be checked by the KSA for any arithmetic errors during the evaluation of the Financial Proposal. Errors will be corrected by the KSA as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, or between sub totals and total price, the unit or sub total price shall prevail and the total price shall be corrected.
- The amount stated in the Financial Proposal will be adjusted by KSA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected.

20. Negotiations

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Vendor will then work out final Terms of Reference. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

Having selected the Vendor on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the

assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Vendor may be disqualified.

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Vendor will initial the agreed contract. If negotiations fail, the Client will invite the Vendor whose proposal received the second highest score to negotiate a contract

21. Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder or any prospective consortium member due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

22. Payment Terms

- a) Payment will be made in Indian Rupees (INR) only. Karnataka State Archives make payments as per the payment terms mentioned in this RFP. The payments will be calculated after deducting the penalties arising out of non compliance of SLAs subject to a maximum of 10% of the overall Charges.
- b) The following are the payment terms for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of data into the DMS System

Milestone	% of payment to be released
Award of Contract and Team Mobilization including submission of Project initiation document	5
Supply & installation of DMS software (unlimited usage) for the usage of web based Document Management System	10
SRS and Design document for the Document Management System signed off by the department	50
Defect Free and tested web based Document Management System configured as per the department's requirement	
User Acceptance Test (UAT) of the DMS along with the test results	
Integration testing with Department Portal for accessing the DMS solution	
Completion of Training and User Manuals for the DMS both in soft and hard copy	
Go-live of the total DMS solution	
Completion of Post Go Live support for three months	5
Data migration of Scanned Images and uploading onto the State Data Centre	20
Payments with respect to AMC of DMS will be made quarterly at the beginning of each quarter for the annual cost for each year	

- c) The following are the payment terms for Supply, Installation and commissioning of necessary Hardware for successful usage of Web based Document Management system (DMS)

Milestone	% of payment to be released
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Upon delivery and acceptance of all the necessary Hardware for successful usage of web based Document Management System	70
Commissioning of IT infrastructure and acceptance testing of all the necessary Hardware for successful usage of web based Document Management System	10
System Integration of components mentioned in the schedule of quantities and prices	10
Successful Data migration of Scanned Images and uploading onto the State Data Centre	10

- d) Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961.
- e) Payment will be made on submission of invoice along with the proof of acceptance to all delivery locations as specified in the work order.
- f) Penalty Clause: Vendor selected by KARNATAKA STATE ARCHIVES shall perform their part of the obligations under the contact within the time frame, not exceeding one week from the date of placement of the order. Any delay which is directly attributable to the Vendor and not permitted by KARNATAKA STATE ARCHIVESs hall render such Vendor liable to any or all of the penalties as follows:
- As mentioned in SLA in this RFP
 - Termination of the contract and
 - Forfeiture of Security Deposit & EMD.
- g) During contract period, if department encounter/face conditions and/or circumstances causing delay in timely performance of the contract/order, such Vendor promptly notify KARNATAKA STATE ARCHIVES in writing the circumstances leading to delay, its duration and cause(s). KARNATAKA STATE ARCHIVES reserves the right to accept or refuse extension of time limit with assigning any reasons whatever. If the Vendor is not able to fulfill its obligations under the contract, which includes non completion of the work order, the KARNATAKA STATE ARCHIVES reserves the right to get the work accomplished through another Vendor and EMD / Security Deposit of defaulting vendor shall be forfeited. Such a Vendor shall be liable to pay any or all costs, damages/compensation etc. resulting out of the non performance by the defaulting vendor.

23. Award of Contract

Subject to terms & conditions KSA will award the Project to the Bidder, whose Proposal has been determined to be substantially responsive to the Proposal documents and who has received the highest scores in the combined technical and financial evaluation as described in previous sections provided that such Bidder has been determined to be (a) eligible in accordance with provisions of RFP and (b) accepted the commercial terms and conditions of the service level Services Agreement substantially. At the same time as Department notifies the successful Bidder that its proposal has been accepted, Department shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between Department and the successful Bidder. The draft agreement is shown in the Section E. Such agreements shall cover, in detail; aspects/ terms of the contract such as Performance security, Payment Schedule & Prices, Assignment, Liquidated damages, Termination, Applicable law, Notices, Taxes and duties, Confidentiality etc.

24. KSA Right to Accept Any Proposal and To Reject Any Or All Proposals

The KSA reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals, at any time prior to award of Master Services Agreement, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the KSA's action.

25. Notification of Award

Prior to expiration of the period of Proposal validity prescribed by KSA, the KSA will notify the successful Bidder by facsimile confirmed by registered letter that its Proposal has been accepted. This letter (hereinafter called the "Letter of Acceptance") shall outline the broad terms and conditions of the award of the Contract to the Bidder.

26. Governing laws & Disputes

DISPUTE RESOLUTION : All disputes or differences whatsoever arising between the Purchaser and the vendor in relation to work awarded pursuant to this RFP, shall be settled through arbitration as per the terms & conditions as agreed under Service Level Agreement (SLA), and in accordance with applicable Indian Law.

27. Signing of Master Services Agreement

After issue of notification of award to the successful Bidder, KSA will send the Bidder the Master Service Agreements in the form provided in the Proposal document, incorporating all agreements between the Parties, including any agreements reached during the negotiation process, if any.

- Within 15 days of issue of the contract Agreement and/or the Service Level Agreements, the successful Bidder shall sign the Agreement and return it to KSA, together with the required performance security.
- Upon fulfillment of above Clause, KSA will promptly notify the other Bidders that their Proposals have been unsuccessful and their Proposal Security will be returned.
- In the event that the successful Bidder fails to sign the Master Services Agreement within the period stipulated in above Sub-Clause, KSA reserves the right to cancel notification of award and annul any contract or deemed contract that may be claimed, without accepting any liability for doing the same.

28. Performance Security

Once the Letter of Acceptance from KSA received, the successful Bidder shall furnish to KSA a performance security. The form of performance security provided in the Request for Proposal documents shall be used with addition / deletion as acceptable to KSA.

- i. Under the master Service agreement, work order pertaining to assigned work would be issued to the Bidder. The amount of Performance Security shall be 10 % of the amount as per the work order. This performance security shall be valid for one year from the date of signing of contract or such time as is required under this contract.
- ii. The above Performance Security in the form of an irrevocable bank guarantee from a Nationalized/Scheduled Bank located in India and payable at Hyderabad.
- iii. Failure of the successful Bidder to comply with the requirements as per payment terms and other terms & conditions shall constitute a breach of contract Agreement and or Service level agreement, cause for annulment of the award, forfeiture of the Proposal Security and any such other remedy, KSA may take under the Master Service Agreement.

29. Termination for Insolvency

KARNATAKA STATE ARCHIVES may at any time terminate the contract by giving written notice of two weeks to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

30. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given

by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the vendor as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the department may at his option, terminate the contract.

31. Termination for default

- a) Default is said to have occurred
 - ✓ If the Vendor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by KARNATAKA STATE ARCHIVES.
 - ✓ If the Vendor fails to perform any other obligation(s) specified under the contract
- b) If the Vendor, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from KARNATAKA STATE ARCHIVES (or takes longer period inspite of what KARNATAKA STATE ARCHIVES may authorize in writing), KARNATAKA STATE ARCHIVES may terminate the contract in whole or in part. In addition to above, KARNATAKA STATE ARCHIVES may at its discretion also take the following actions
 - ✓ KARNATAKA STATE ARCHIVES may get the work accomplished through Vendor, upon such terms and in such manner, as it deems appropriate, and the defaulting Vendor shall be liable to compensate adequately KARNATAKA STATE ARCHIVES for any extra expenditure involved towards accomplishment of the work in its totality.
- c) The default will result in forfeiture of Security Deposit/EMD.

32. Arbitration

KARNATAKA STATE ARCHIVES and the Vendor shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to Arbitral Tribunal, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration tribunal, shall be final and binding on both the parties. The Arbitral Tribunal, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration & Conciliation Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Bangalore, India.

33. Applicable law

The Vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Financial and other related dealings/processing/obligations etc..

SECTION D: Proforma for Submission of Technical Bid

(In accordance to the Annexure mentioned)

- 1) Name of the Company (Annexure B)
- 2) Address of the Company (Annexure B)
- 3) Date of Inception of the Company (Annexure B)
- 4) Copies of Balance Sheet, Audited Accounts and Income Tax Clearance Certificate, Sales Tax Clearance Certificate, for last three years (Annexure B)
- 5) Documentary proof for fulfillment of pre-qualification condition (Annexure C)
- 6) Number of similar work successfully undertaken in the past (with description of each work) (Annexure D)
- 7) Earnest Money of Rs. 1,00,000/- in the form of Bank Guarantee in favor of Director, Karnataka State Archives (Annexure E)
- 8) Agency's Project Methodology pertaining to this project of Karnataka State Archives(Annexure F)
- 9) Proposed Project plan for completion of the work (Annexure F)

Note:

- All the pages in the technical and financial bid must bear the signature of the Bidder.
- A letter of authorization is necessary if any other person other than the Bidder or an employee of the Bidder attends.

Annexure A
Technical Bid
Bid Letter

To,
Director,
Karnataka State Archives,
Room No.126, 1st Floor,
Vikasa Soudha,
Bangalore-560 001.

Ref. Tender No.

Sub: Proposal for providing services relating to Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

Sir/Madam,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document.

Our offices are equipped with adequate and latest technology hardware/software. We are well equipped with all the facilities required for providing services and our establishment is open for inspection by the Karnataka State Archives. All prices mentioned in our proposal are in accordance with the terms and condition specified in the bidding document. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the opening of the bids. We do hereby confirm that our bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. We enclose herewith the complete Technical Bid as required by you. This includes:

- ❖ Bid Particulars (Annexure B)
- ❖ Agency's Project Methodology pertaining to this project of Karnataka State Archives(Annexure C)
- ❖ Performa for the Agency's experience (Annexure D), attached photocopies of letters of Awards to establish validity.
- ❖ Documentary Proof for fulfillment of pre-qualification conditions of the tender document (Annexure E)
- ❖ Details of Earnest Money Deposit furnished in the form of Bank Guarantee.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this.....day of 2010

Signature of Agency

Full Address:

Telephone No.

Details of Enclosure

Fax No.:

Seal

Company

Annexure B
Technical Bid
Bid Particulars

Tender No.:

1.	Name of the Firm/Company	
2.	Year of Establishment	
3.	Address of Office	
4.	Telephone Number	
5.	Fax Number	
6.	Mobile Number	
7.	Email Address	
8.	Website	
9.	Sectors in which the Company has clients	i.
10.	No. of Full time personnel currently under Employment	i.
11.	Name of Affiliated Firms	i.
12.	Number of Years of Proven Experience in Similar Services in India	
13.	Annual Turnover Audited Turnover in Last three years	
15.	PAN No	
17.	Service Tax No/CST No	

Signature

Name

Designation

Date

Company Seal

Annexure C
Technical Bid

Documentary Proof for Fulfillment of Pre-Qualification Conditions

(Please attach separate sheets if required. The Authorized Signatory representing the agency should duly attest the attached photocopies of the supporting document)

Annexure D
Technical Bid
Agency's Experience

Clients Details where Web based DMS project have been undertaken

Name & Address of Client:

Type of Client:

Place(s) of Service:

Type of Image Capture done:

Duration:

Approximate value of Service:

(in Indian Rupees)

Any special features of the project which the Agency may like to specify:

Name, Title and Contact details of the contact at Client location:

Agency Signature, Name, Designation & Company Seal:

Note:

1. Separate sheets for each client to be enclosed.
2. Letter from the client on the project executed.

Annexure E
Technical Bid
Earnest Money Deposit Details

(Please give the details of the Earnest Money Deposit of Rs.1,00,000./- in the form of Demand Draft being furnished for bidding in this tender)

Annexure F
Technical Bid
Project Methodology

Vendor Project Methodology including technical Pertaining to “**supply/installation & commissioning of Web based document management System (DMS) & migration of digitized data in to State Data centre**”

(Please attach additional sheets, if required)

Financial Bid
Annexure G
Bid Letter

To,
Director,
Karnataka State Archives,
Room No.126, 1st Floor,
Vikasa Soudha,ore-560 001.f. Tender No.

Sub: Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

Dear Sir/Madam,

We declare:

That we/our principals are equipped with adequate capabilities and other facilities for providing services as required by your bid. Our establishment is open for inspection by the representatives of Karnataka State Archives. We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid in Annexure H.

We do hereby undertake that, In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges, traveling, hardware/software/manpower etc. for providing the desired services.

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. Bid Letter (Annexure G)
2. Details of Cost of Services offered (Annexure H)

We agree to abide by our offer for the period of 90 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this.....day of 2010

Signature of Agency

Full Address:

Telephone No.

Fax No.:

Company Seal

**Annexure H
Financial Bid
Details of Cost**

a) Price Bid for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

Component		Cost in INR		
1	<ul style="list-style-type: none"> Cost of Web based Document Management System (DMS) with integrated scanning and Metadata entry option and its customization as per the requirements of Karnataka State Archives Integrating with existing portal for usage of DMS including external users. 			
2	Data migration of data into the Proposed DMS system (lum sum)			
3	Go-live support of DMS for Three Months (lum sum)			
4	Training as per the scope (division wise)	Bangalore	Mysore	Dharwad
5	Annual Application Maintenance Cost (AMC) for year 1:			
Total Cost for all the above Items (In Words:				

b) Price Bid for Supply, Installation and commissioning of all the necessary Hardware for successful usage of Web based Document Management system (DMS)

Sno	Item	Description	Unit Price	No of units	Total Price in RS.(INR)
1	Item 1				
2	Item 2				
3	Item 3				
..	...				
..	...				
n	Item n				

Request for Proposal for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System

	Total Cost (In words:			

c) Total Price Bid for both a& b

Sno	Item description	Price in RS.(INR)
a	Price for Supply, Installation and commissioning of Web based Document Management system (DMS) & Migration of Digitised data into the DMS System	
b	Price Bid for Supply, Installation and commissioning of all the necessary Hardware for successful usage of Web based Document Management system (DMS)	
Total (a+ b): In words:		

Note: All above prices should include all taxes applicable

SECTION E: Draft Agreement

The following documents shall form part of this Agreement and govern its interpretation and scope of the work as mentioned hereunder.

- i. All and each of the mutually agreed clauses of this Agreement
- ii. Technical Bid submitted by the Bidder Dt. _____
- iii. Financial Bid by the Bidder Dt. _____
- iv. Negotiated offer from the Bidder Dt.
- v. KSA- RFP and Work Order No. -----
- vi. Any other mutually agreed document for these purposes.

1.0 General Conditions

2. Place of Work: Activities shall be executed primarily in the office of KSA or in the places to be designated by agreement of the parties hereto.
3. Insurance: The Bidder shall cover at its own cost, its personnel with appropriate insurance against work accidents and / or work-related illnesses and other risks.
4. Undertaking: The Bidder undertakes that
 - o They shall not participate as an investor, directly or indirectly, in any related works proposed to be announced by KSA.
 - o They shall not change the key members of the consulting team stated in the bid documents at any stage of the validity of the contractual period without the consent of KSA.
5. Case of Dire Necessity: The Bidder must communicate to KSA any situation of dire necessity and report its impact on the fulfillment of the Implementation contractual responsibility within a period not exceeding 07 (seven) working days from the commencement of the situation of dire necessity.
6. RESPONSIBILITY:
 - o The Bidder shall work in close coordination with the KSA and with CONSULTANT/Advisor, appointed by KSA to successfully complete all aspects of the Transaction.
 - o The Bidder shall ensure that all the Services that are subject matter of this Agreement shall be carried out by competent personnel using appropriate methodologies chosen from the established advanced available techniques proposed by the Bidder in their Technical Bid and Technical Presentation and within the established period of time as per clause 3.2 of this Agreement subject to Clause 3.3 of this Agreement.
7. DISPUTE RESOLUTION
 - o If any dispute or difference shall at any time arise between the Parties to this Agreement or under any clause or their respective rights, claims or liabilities hereunder or otherwise in any manner whatsoever, in relation to or arising out of or concerning this Agreement, the Parties shall promptly and in good faith negotiate with a view to arrive at an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 days from the date of commencement of discussions, such disputes and/or differences shall be referred to arbitration as per the Arbitration and Conciliation Act, 1996, whereby each Party hereto shall appoint one arbitrator each and the two arbitrators so appointed shall appoint a third arbitrator to act as the presiding arbitrator. If the two arbitrators fail to appoint a third arbitrator, then the third arbitrator shall be appointed as per the Arbitration and Conciliation Act, 1996 and any amendments or modifications thereto.

The arbitration proceedings shall be held in Bangalore in accordance and the findings of the arbitrator(s) shall be final and binding on the Parties. The proceedings shall be conducted in the English language.

8. Transfers: The Bidder cannot transfer or assign to third parties partial or total responsibility for the execution of the works / obligations under this Agreement without prior written authorization by the Director, KSA or his authorized representative.
9. KSA's DISCRETION: KSA may at its discretion, notwithstanding the provisions of section 3, Terms of Execution and penalties, to prioritize the execution of the tasks, give directives and formulate instructions considered appropriate for the purpose of carrying out the engagement to the Bidder. The Bidder shall comply with and carry out these directives and instructions and incorporate in the assignment further amendments, modifications and/or improvements within the Scope of Work that may be required for carrying out the engagement.
10. REPORTS: On completion of each activity as stated in Payment Milestone the Bidder shall submit reports in English as per the mutually agreed Time Schedule approved in the project plan. Terms of Execution and Penalties, of this Agreement unless agreed otherwise between Bidders and KSA. Two Hard copies & Two soft copies of deliverables /Report should be forwarded to KSA.

Notwithstanding anything contained in this agreement, submission of any part or any Annexure or any related documents thereof, the actual performance of the activity (till successful Completion of activity) shall be considered by KSA as completion of the activity

11. Confidentiality : Any advice provided by the Bidder in connection with this Agreement is exclusively for the information and purposes of KSA and shall not be disclosed to any third party or circulated or referred to publicly without the prior written consent of KSA. The Bidder further agrees to maintain absolute confidentiality regarding all information and documents that may be provided by KSA in connection with services to be provided under this Agreement.

The confidentiality provisions of this clause shall not apply in case of Information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the Bidder, or is rightfully acquired from a Third Party whom the Bidder does not know to have violated or in breach of any agreement to keep such information as confidential or independently developed by Bidder without recourse to this confidential information

12. Work Execution and Intellectual Property Rights: The intellectual property rights of the studies that result from the work governed by this Agreement shall belong to KSA other than any proprietary materials of the Bidder (i.e tools, utilities, methodologies, processes including any modifications or enhancements made to them at any time) used to produce such work. The Bidder shall not use either the information or the results of the work without the written authorization of KSA.

All the Intellectual Property Rights (IPR) in the third party products/software supplied by the Bidder and used in providing services and Deliverables shall remain with the respective third party owners or Bidder's licensor and KSA shall have user rights in accordance with end user agreement to use such products/software. No limitation in the usage of such software/products.

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement.

13. Progress & Time Management: The Bidder shall adhere to the time schedule as prescribed by KSA and as agreed by the Bidder. In the event of non adherence to mutually agreed time plan for achieving the desired results, following shall be binding on the Bidder:

- KSA shall have right to close the Agreement at any stage by giving 15 days notice. The cost for activity (ies) undertaken up to the receipt of termination notice only shall be paid to Bidder by KSA. The Bidder shall have no claim, whatsoever, for the remaining period of Agreement and activity (ies) not undertaken till that time.
 - KSA shall not be liable to pay any cost compensation in case the time limit exceeds the prescribed duration of the Agreement due to delay in activity(ies) to be undertaken by the Bidder and defined in the scope of work caused due to reasons solely attributable to Bidder. If such delay is determined to be due to reasons solely attributable to Bidder, the Bidder shall complete the unfinished activities within the cost as agreed in the Agreement and shall not have any right to claim for additional cost on this account. In all other cases, Bidder shall be granted additional time for completing the deliverables, to be mutually agreed by the parties and in any case the consultant is not entitled to claim any extra cost / compensation from KSA.
14. Communication: All notifications as necessary between the parties related to the execution of this Agreement must be carried out in writing (letter, fax) and addressed to the following authorized representative at the following official addresses:

The Director, Karnataka State Archives, Address:-Room No.126. 1st Floor, Vikasa Soudha, Bangalore-560001. , Tel No: 080-22254465, Fax No: 080-22352579.

15. Resources to be provided by KSA: KSA shall appoint and maintain a working team to interact with the Bidder during the execution of this Agreement. All instructions to the Bidder shall be provided by the KSA authorized representative, as indicated in clause 13 above. KSA shall also provide access to its facility and other resources, documented processes, inputs, information and consents required for the purpose of Bidder providing services under this Agreement.

16. Force Majeure

- a. Definition: For the purposes of this Agreement, "Force Majeure" means all the events beyond the reasonable control of the parties including but not limited to any earthquake, act of war, strikes, bandhs, terrorism, invasion, civil war or disorder, acts of the Government in exercising its sovereign authority, natural calamities etc or such other event as mutually agreed by the parties as being beyond the reasonable control of the defaulting party.
- b. Breach of Agreement: The failure of a Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement in so far as such failure arises from an event of Force Majeure.
- c. Extension of Time: Any period, within which the Bidder shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments : During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be paid for/ and the amount payable for completed milestones prior to the occurrence of Force Majeure under the terms of this Agreement.
- e. The party concerned who relies upon the Force Majeure event shall put on notice to the other party regarding the date of commencement of and cessation of the Force Majeure event.

17. SUSPENSION OF AGREEMENT

1. Other than for the reasons specified in clause 15 (a) above, pursuant to any delay in getting any approvals, KSA may suspend this Agreement, without any obligation on the part of KSA.
- KSA shall give a minimum 7 days written notice to the Bidder, in case the suspension is up to the period of three months and 15 days written notice to the

Bidder in case the suspension is beyond the period of three months but not exceeding one year.

- However, in case such suspensions exceed a period of one year, the termination of the Agreement may be made in terms of clauses 5 and 6 of section 3. Terms of execution and penalties, of this Agreement, by either party.
- KSA may revoke the said suspension by, giving- a minimum 15 days written notice to the Bidder, in the case where the suspension is up to the period of three months and 30 days written notice to the Bidder in the case where the suspension is beyond the period of three months, but not exceeding one year.
- The total no of suspension(s) as per clause 16.1 shall not exceed 3 no. (s) during the tenure of this Agreement.

17. Delivery and Acceptance:

Upon completion of a milestone specified in Scope of Work as detailed herein, Bidder shall submit to KSA the deliverables required under such milestone and shall so notify KSA in writing. KSA shall be responsible for evaluating such deliverables with reference to the Scope of Work and the Specifications. KSA shall, upon receipt of such deliverable, review such deliverable within 15 days after its submission without delay and notify the Bidder of the result of the review specifying non-conformities. If the Bidder is requested by KSA to correct the deliverable as a result of the review, the Bidder shall then make the relevant correction in accordance with KSA's instructions without delay and shall request the re-review by KSA.

19. Procedure for Change to Scope of Work:

A change required by KSA which requires the deliverable to deviate from the scope of work as detailed herein, shall be conveyed to Bidder in the form of a request for change. The request for the change will then be assessed by Bidder to evaluate its impact on feasibility, time schedule, technical requirements in consequence of the proposed change and cost. Bidder shall then present this assessment to the KSA for its approval within a reasonable time period. Bidder shall incorporate the change after receiving the KSA's approval. In the event of failure of the KSA to communicate its acceptance or otherwise within a period of 10 days from the presentation of the assessment, Bidder shall be entitled to proceed with the work without the suggested changes. In case of delay in approval by the KSA, the schedule itself may undergo a change; this will mean a reassessment of the charges.

2.0 Payment Terms

2.1 Mode of Payment: All payments for the services rendered and also any other payments, which may fall due in accordance with this Agreement, shall be paid in Indian currency by KSA, subject to the submission of appropriate invoices, as per terms of the Agreement and as per the payment terms mentioned in this RFP.

2.2 PAYMENT FOR PARTIAL COMPLETION

The Bidder expressly agrees that upon suspension or termination as provided for in Clauses section 1 clause 16, section 3 clauses 5 and 6 here to, the Bidder is entitled to receive from KSA, the lump sum fee in accordance with the percentage specified for the successful completion of milestone, which stands unpaid as on the date of termination or suspension for the work done up to the date of serving the notice of suspension by KSA to Bidder. In case of partial completion of any of the milestone, Bidder is entitled to receive the payment equivalent to the partially completed work pertaining to a milestone, as applicable as approved by KSA.

2.3 Taxes

The amounts payable to the Bidder in Indian Rupees as per section 2 clause.2 is inclusive of all taxes (such as income tax and service tax). KSA shall make payment after deducting income tax at source at the rate prescribed under the provision of the Indian Income Tax Act, 1961. Further, KSA shall provide to the Bidder the necessary prescribed certificate (currently Form 16A) regarding taxes deducted by KSA as per the provisions of the Indian Income Tax Act, 1961, at the time of

payment. The Bidder shall take responsibility of complying with applicable Indian Laws with regard to this Agreement.

2.6 Invoicing and Payment Terms: The Bidder shall raise invoices in Indian Rupees as per agreed schedule of payment indicated in this RFP. All payments in Indian Rupees shall be made by KSA to Bidder. The payments shall be made by Cheque in favor of the Bidder.

2.7 Replacement of Proposed Specialists: The Bidder must ensure the permanence of the appointed specialists during the period of time required by the tasks according to the timeframe foreseen in the Scope of Work.

2.7.1 The Bidder shall be able to replace specialists with others of similar technical knowledge and experience, subject to the approval of subject to the approval of KSA, which approval shall not be unreasonably withheld and such approval shall not be unreasonably withheld.

2.7.2 KSA shall, on reasonable grounds, have right of seek replacement dismissal of any specialist provided by the Bidder and seek his replacement with another specialist of similar technical background and the same shall be provided by the Bidder.

3.0 Terms of Execution and Penalties

1. The Bidder shall commence work within 15 days from the date of signing the agreement. For non – performance of any tasks set forth in Scope of Work (SOW) of this Agreement, no compensation whatsoever shall be payable by KSA. In addition, such non-performance would attract penalties as set forth in section 3 Clauses 3 to 5 of this Agreement.
2. Bidder must comply with the timing of the delivery of the assignment. The complete assignment as per SOW shall be completed within in 6 months from the effective date of commencement, as indicated in section 3 clause 1 or any other time frame decided by KSA.
3. Penalties for Delays: In case of failure to submit to KSA the complete report within Six months of the effective date of commencement of the project for reasons solely attributable to Bidder and where for reasons for which KSA is not responsible for such delay, and where such failure is NOT due to Force Majeure the Bidder shall pay penalties as per the SLA mentioned in this RFP.
4. KSA shall be entitled to deduct the amount of penalties payable by the Bidder to KSA from the amount payable to Bidder as per this Agreement or any other amounts payable to Bidder by KSA in other assignments. To the effect of applying penalties, the Bidder shall be considered to have caused the delay when the time limits set out in section 3 clause 2 above become due without submission of the complete report to KSA. The penalty so levied shall be without the need of recourse of the law.
5. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of KSA, Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of KSA. Bidder shall be entitled to invoice KSA for Bidder's incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of KSA. However the Bidder is not entitled to claim any extra cost, compensation or charges from KSA except as may be mutually agreed.
6. Termination of the Contract by KSA
 - a. Notwithstanding anything contained in section 3 clause 3 of this Agreement, if the Bidder shall commit or happen to be in breach of any of the covenants and conditions of this Agreement or has failed to proceed the work with due diligence and to make such due progress as would enable the work to be completed according to and within the time schedule table agreed upon by KSA or has failed to perform his responsibilities as per section 1 Clause 5 and section 1 clause 12 for reasons solely attributable to Bidder, KSA acting reasonably shall be entitled to terminate this

Agreement on 15 days written notice to the Bidder and the consequent failure by Bidder to remedy the same within the 30 days of notice period. In such case, KSA shall pay the fees to the Bidder for work conducted until the date of delivery of the written notice to the Bidder.

- b. As a result of Force Majeure: If as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of more than fifteen (15) days, notwithstanding anything contained in section 1 clause 15 (c) of this Agreement, the KSA may terminate this Agreement, on not less than 7 days written notice to Bidder, such notice to be given after occurrence of any of the events specified in section 1 Clause 15 (a) of this Agreement.
7. Termination of Agreement by the Bidder : Notwithstanding anything contained in clauses section 3 clause 3 and 4 of this Agreement, the Bidder may terminate this Agreement, on not less than 30 days written notice to KSA, such notice to be given after occurrence of any of the events:
 - a. If KSA fails to pay any dues to the Bidder pursuant to this Agreement and not subject to dispute pursuant to section 1 Clause 6 hereof within thirty (30) days after receiving written notice from the Bidder that such payment is overdue; or
 - b. If as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of more than 180 days.
 - c. In such case, KSA shall be required to pay fees to the Bidder for the work conducted until the date of delivery of the written notice by the Bidder
8. Stamp Duty: The Bidder shall be responsible for the part that shall correspond to him to pay for the Stamp Duty on this Agreement.
9. Indemnification of KSA by Bidder : The Bidder agrees to indemnify and hold harmless KSA, its officers, employees and representatives (each an "Indemnified Person") from and against any and all costs, expenses, charges, losses, claims, damages, liabilities, demands, actions, suits, proceedings or investigations, paid, suffered or incurred by, or made or instituted against any one or more of the Indemnified Persons / Firms / Companies and its associates / affiliate companies and firms arising out of or in connection with this Agreement arising out of the gross negligence or willful misconduct of Bidder in providing the services. Bidder also agrees to reimburse all expenses (including counsel fees / expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from.
10. The Bidder shall not be liable under this foregoing indemnity provision to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted primarily from KSA's gross negligence or willful misconduct.
11. Indemnification of the Bidder by KSA: KSA agrees to hold the Bidder, the company and each director and employee of the Bidder indemnified and harmless from and against any and all costs, expenses, charges, losses, claims, damages, liabilities, demands, actions, suits, proceedings or investigations, paid, suffered or incurred by, or made or instituted against, any one or more of the Indemnified Persons / Firms / Companies and its associates / affiliate companies and firms arising out of or in connection with this Agreement. KSA also agrees to reimburse all expenses (including counsel fees / expenses) as they are incurred in connection with the investigation of, preparation for or defence of any pending or threatened claim or any action or proceeding arising there from, whether or not the Group or its directors, officers or employees is a party.
12. KSA shall not be liable under this foregoing indemnity provision to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted primarily from the Bidder's gross negligence or willful misconduct.

13. Limitation on Liability of the Bidder: In any event, the liability of Bidder to KSA, employees and agents (in Agreement or tort statute or otherwise) for any loss or damage suffered by KSA arising out of or in connection with the provision of the services by the Bidder, where the loss or damage is caused, due to gross negligence or willful misconduct by Bidder, shall be limited to total value of the project under this Agreement which gave rise to such liability as of the date the liability arose.
14. Neither party shall be liable for any indirect, consequential, incidental or punitive loss or expense including but not limited to loss of revenue, lost profits, in connection with or arising out of the use or performance of the services even if the parties have been advised of their possible existence. The Bidder warrants that their services shall be performed in a professional manner in accordance with the applicable professional standards.
15. In carrying out its obligations under this proposal, the Bidder shall, at all times, be an independent contractor and none of the officers, partners/directors or employees of Bidder or its Associates shall be considered employees or agents of KSA.
16. Amendments and Modifications: This Agreement may not be terminated, modified amended or waived orally but only through a document in writing signed by the authorized signatories of the parties.
17. Governing Laws: This Agreement shall be governed by and interpreted according to the laws of India.
18. Competent Jurisdiction: All matters arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Court of Law in Bangalore only.
20. Notwithstanding anything to the contrary contained in this Agreement, Bidder shall be free to do similar business agreed hereunder either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Agreement.
