

# **HIGH COURT OF MADHYA PRADESH, JABALPUR**

**NIT. No. Reg(IT)(SA)/2021/453**

**Dated: 15-03-2021**



## **Bid Document for Project for Digitization of the High Court Records on Turnkey Basis**

**Note:- This document contains total 90 pages including cover. No change and modification in the document by the bidder is permissible.**

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## SECTION – I

### NOTICE INVITING TENDER

**NIT. No Reg(IT)(SA)/2021/453**

**Dated: 15-03-2021**

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed tenders in two cover system from the experienced and reputed firms/organizations for Digitization of the High Court Records on **Turnkey Basis**.

S . N o .	Name of Project	Estimated /Approximately project cost (in Rs.)	Online EM D (in Rs.)	Cost of Online Tender Document (in Rs.)	Date and Time of Pre-Bid Meeting	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy	Date and Time of Opening of Technical Bid (online/ hard copy )	Duration of the Contract
1.	Digitization of the High Court Records on Turnkey Basis	3 Crore	10 Lakh	5,000 /-	06 <sup>th</sup> April, 2021 at 11:30 A.M in the Conference Hall, South Block, High Court of M.P., Jabalpur. Bidders are required to submit their pre-bid query through e-mail on regithcjbpm@mp.gov.in with a copy to mphc@nic.in by 05 <sup>th</sup> April, 2021 without fail.	03 <sup>rd</sup> May, 2021 before 06:00 P.M.	04 <sup>th</sup> May, 2021 before 05:00 P.M.	05 <sup>th</sup> May, 2021 at 11:00 A.M.	Initially for the period of 03 Years and further may be extended for next 01 <u>OR</u> 02 years on mutual understanding as per the performance of vendor.

- Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in), after paying

*Tender fee of Rs.5,000/- and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in> for reference.*

*Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. The Physical copy of the Technical Bid also be submitted at the address below latest by **04<sup>th</sup> May, 2021 at 05:00 P.M.***

*All further notifications/amendments, if any shall be posted on [www.mptenders.gov.in](http://www.mptenders.gov.in) and [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.*

**The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**

All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

***The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.***

**Address for communication:-**

Registrar General,

High Court of Madhya Pradesh

Jabalpur (M.P.)

Email ID:- [regithcjbpm@mp.gov.in](mailto:regithcjbpm@mp.gov.in) & copy to:- [mphc@nic.in](mailto:mphc@nic.in)

Landline: 0761-2623358

**\* Broadly the Work/Jobs to be performed are:**

- To deploy Hardware (Computers, High Speed Commercial Scanner, Flatbed Scanners, Cameras, Book Scanners, MAP Scanners) with the required Operating System / System Software/Software for Digitization (Scanning and Cleaning) of Court Records (both Judicial and Administrative) in secured manner.
- To do the Scanning and cleaning of such Records (Judicial record, Administrative record, Library Books, other Library documents, etc.) in digital form in a secured manner for which scanning work was not performed by High Court. Software for Digitization shall be provided by High Court.
- To do the work of data segregation (to do the activity of comparing the physical file with the earlier scanned data for the same physical file on CMIS software and then to **identify and flag** the judicial record that is yet to be scanned for Pending after Hearing Case files, Pending Disposed Case files, Disposes Case files (Current Disposed Cases and Partial Scanned Disposed Case).
- To scan and clean and upload the scanned data for all such judicial case files for which the Digitization was earlier done but now Elimination team or Quality Checking team of High Court has rejected such cases on account of some missing pages or due to image clarity. For this type of judicial record the work of data segregation (identification of judicial record that is yet to be scanned) will be done by the **manpower of the High Court**.

Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in), after paying online tender fee of Rs.5,000/- and Processing Fee, as applicable. The complete Tender Document can also be viewed/downloaded from Website [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal <https://mptenders.gov.in>.

The Service Provider / Bidder submitting the downloaded version would need to pay the cost of the Tender Document in the above manner. All other terms and conditions for submission of tender are

contained in the Tender Document. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the next working day.

**The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.**

**A meeting regarding queries related to the bid and Digitization shall be held on 06<sup>th</sup> April, 2021 at 11:30 A.M. in conference Hall of the High Court of Madhya Pradesh, Jabalpur. Bidders are required to submit their pre-bid query through e-mail on regithcjbpm@mp.gov.in with a copy to mphc@nic.in by 05<sup>th</sup> April, 2021 without fail.**

## **TERMS AND CONDITIONS FOR E-TENDERING**

- 1.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mptenders.gov.in**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 1.2 ***Tender documents can be purchased only online on payment of tender fees and downloaded from website www.mptenders.gov.in by making online payment for the tender document fee.***
- 1.3 Service and gateway charges shall be borne by the bidders.
- 1.4 Since the bidders are required to sign their bids online using class-III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 1.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mptenders.gov.in](http://www.mptenders.gov.in) . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 1.6 If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 1.7 Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 1.8 Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
- 1.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 1.10 For any type of clarification bidders can / visit [www.mptenders.gov.in](http://www.mptenders.gov.in). For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 ; 0120-4200 462 ; 0120-4001 005 ; 0120-6277 787 ; Technical - support-[eproc@nic.in](mailto:eproc@nic.in). Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.

1.11 Interested bidders may attend the free training programme in Bhopal at their own cost. **For further query please contact help desk.**

1.12 **This tender is subject to availability of Budget / Funds with the High Court of M.P., Jabalpur.**

1.13 The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.

1.14 **The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.**



## Section – II

### **2. INSTRUCTIONS TO BIDDERS :-**

#### **2.1 DEFINITIONS :-**

- a) **“Artefact”** means Judgment, Orders, MAPs, Registers (normal, long and very long) , general books, Compact Discs, DVD, USB Pen Drive, documents, video footage, periodicals, Library books (general and rare books), Service Books, Challans (portrait and landscape challans of normal and large size), administrative records, notifications etc. that make up the archival material at the High Court of M.P. These are collectively also referred to as **“High Court of M.P. Holdings”**
- b) **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in the India, as they may be issued and in force from time to time.
- c) **“Bank” or “Banks”** refers to all scheduled Indian Banks as per the RBI current list.
- d) **“High Court of M.P.”** - It means the High Court of Madhya Pradesh, Jabalpur and its Benches at Gwalior and Indore.
- e) **“In writing”** means communicated in written form with proof of receipt.
- f) **“Kick Off Meeting” means** a meeting convened by High Court of M.P. to discuss and finalize the work execution plan and procedures with the selected Bidder.
- g) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- h) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

- i) **“OEM”** - means Original Equipment Manufacturer.
- j) **“Project”** means all Activities covered under present contract.
- k) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services to be provided by the Bidder at High Court of M.P., Jabalpur. SAT comprises of Product Acceptance Tests with respect to Technical Specifications as specified in this tender, checking the installation, commissioning and integration of sub-components.
- l) **“Sub-Contractor”** means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Service Provider. **The Service Provider shall not sub-contract any part of its obligation under the present contract.**
- m) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Service Provider / Bidder” appearing anywhere in the document.
- n) **“The Bidder”** means a firm which participates in the tender and submits its proposal.
- o) **“The Employer”** means the **Registrar General, High Court of Madhya Pradesh, Jabalpur.**
- p) **“The Contract”** means the agreement entered into between the Employer and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- q) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price

shall be deemed as “**Contract Value**” appearing anywhere in the document.

- r) “**The Letter of Award**” means the issue of a signed letter by the Service Provider of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- s) “**The Service Provider**” means the individual or firm supplying the Services and work under this Contract.
- t) “**The Site**” shall mean all identified locations within the HIGH COURT OF M.P., Jabalpur its Benches at Indore and Gwalior where the Service Provider carries out any installation of Goods or is required to provide any Services.
- u) **Joint Venture / consortium is not allowed in the bid.**

The respective eligible bidders are invited to submit a Technical Proposal and Online Financial Proposal. These proposals along with the High Court of M.P.” tender document shall be the basis for the signed Contract with the selected Bidder.

## **2.2 Earnest Money Deposit (EMD) :-**

The proposal should be submitted along with **only online** application fee of **Rs.5,000/- (Rupees Five Thousand only)** and Earnest Money Deposit (EMD) of **Rs.10,00,000/- (Rupees Ten Lakh only)** in the form of **online mode** through e-procurement tender portal [www.mptenders.gov.in](http://www.mptenders.gov.in) valid for the period of 6 month in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**”. The Bid submitted without EMD and/or the application fee shall be summarily rejected.

## **2.3 Fees :-**

Proposals must be accompanied by a non-returnable online Fee of an amount mentioned in the NIT/Bid Data Sheet/Bid Forms payable to “The Registrar General, High Court of M.P. Jabalpur.”

#### **2.4 Uniformity:-**

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the **page number, section, or other identifying reference in this tender document. All information submitted must be noted in the same sequence as its appearance in this tender document. All pages of the Proposal must be paginated.**

#### **2.5 Bid Scope:-**

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work is to be bid by the bidder.

#### **2.6 Only One Proposal:-**

Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

Service Providers cannot submit more than one technical solution. All Service Provider are expected to propose the **solution they consider best.**

#### **2.7 Cost of Bidding:-**

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The High Court of M.P. shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **2.8 Proposed Material:-**

The Proposal material submitted in response to the TENDER becomes the property of the High Court of M.P. and is to be appended to any formal document which would further define or expand the Contractual relationship between the High Court of M.P. and the Bidder. All the material submitted will be considered as part of this TENDER.

## 2.9 **Eligible Bidder:-**

The eligible Bidder shall be a company, firm and individual short listed during the evaluation process for this project at High Court of M.P., Jabalpur.

## 2.10 **Sub-contracting:-**

The Bidder shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of the Registrar General, High Court of M.P., Jabalpur Subcontracting any part or component of this contract to **any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract / Agreement.**

## 2.11 **Period of Engagement:-**

The duration of project is **three years**. Since it's a **turnkey project**, the Registrar General, High Court of M.P., Jabalpur reserves the right to extend the contract duration for further one or two year at its sole discretion. ***During the extension period the rates may be revised depending upon the wages of manpower that are engaged for scanning / digitization work.***

## 2.12 **Availability of Personnel:-**

2.12.1 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.

2.12.2 It is envisaged that the assignment will be undertaken by a core team who are fluent in English and Hindi, which would include a full-time Team Leader / Project Manager who is a digitization specialist with good facilitation skills and capacity in multiple digitization methodologies including experience in creation of metadata completely. **Full-time Team Leader / Project Manager shall have a working experience of ISO 14721 Open Archival Information System (OAIS) Reference Model based Digitization Project execution.**

*The persons that will be deputed at all three places in capacity of Team Leader / Project Manager should have experience of*

*more than 5 years in the Digitization Project of similar nature. Apart from the helpers all the deputed manpower for the project shall be a combination of manpower of having Graduation Degree and Higher Secondary Pass outs with the basic knowledge of Computers. Law known person shall be preferred.*

2.12.3 The High Court of M.P. will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to and approved by the Registrar General, High Court of M.P. within the period of time specified in the Letter of Invitation to negotiate.

2.12.4 Failure to meet either of these requirements may result in **disqualification**.

### **2.13 Full-time Employees:-**

It is highly desirable that the Project Manager / Team Leader and other key position holders are regular full-time employee of the Bidder. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal:

2.13.1 Is currently employed under a contract or agreement of employment with the Bidder or partner; and

2.13.2 Has been employed by the Bidder or partner for the 12 consecutive months immediately preceding the date of submission of the Proposal; and

2.13.3 Is entitled to receive regular remuneration and benefits from the Bidder.

### **2.14 Cancellation of Appointment / Contract:-**

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder.

2.14.1 If the Bidder is found to have submitted false particulars / fake documents at the time of the award of assignment.

2.14.2 If the Bidder is found wanting in commitment to quality and

delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artefacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to suitable action as deemed fit by High Court of M.P.

- 2.14.3 If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rates or any other point previously agreed, after High Court of M.P. issue the letter of Intent (LOI).
- 2.14.4 A recommendation for award of Contract will be rejected if it is found that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases High Court of M.P. will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in any further activities of the High Court of M.P.
- 2.14.5 If the Bidder fails to make written disclosure as per the Disclosure Clauses of this TENDER, either at the time of submitting the proposal or after the contract has been signed with the Bidder.
- 2.14.6 If the Bidder damages the artifacts due to mishandling /negligence / poor upkeep etc. then penalties would be levied on the Service Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the Registrar General, High Court of M.P.
- 2.14.7 *If Bidder submits in its proposal that Bidder shall do the Digitization work for the mentioned processes but during implementation, bidder shows less interest in the process which consumes more time in comparison with some different category of processes in its actual execution. Bidder has to do the Digitization for all the required process.*
- 2.14.8 *If Bidder fails to execute the Digitization for any process as per the requirement of High Court of M.P. and as mentioned in this Tender Document.*

2.14.9 Any other reason deemed fit by the High Court of M.P. for cancellation.

**2.15 Conflict of Interest :-**

2.15.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

2.15.2 In the event of a conflict of interest, the Bidder is required to obtain confirmation of no objection from the High Court of M.P. in order to bid.

**2.16 Presentations ( depend upon the requirement ):-**

The High Court of M.P. shall call the shortlisted Bidders (**whose bid is found to be responsive**) to provide a presentation of their Proposal at the Date and Time to be determined by the Registrar General, High Court of M.P., Jabalpur. No proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder. The Presentation should not exceed 30 minutes in front of the committee of the High Court of M.P.

*Presentation shall be based on the Bidder's understanding of the prevailing project and of the related process which are in execution either at all the three places. It shall also be based on the detailed requirements for the project as mentioned in present Tender document. Bidder shall show in his presentation about the procedure that they will follow for compliance of **ISO 14721 Open Archival Information System (OAIS) Reference Model in High Courts Digitization work for each type of record (Judicial /Administrative/Library books and document)**. The presentation be prepared in light of Technical Evaluation criterion that is "Approach and methodology" for which specific marks shall be assigned during Technical Bid Criterion.*

**2.17 Submission of Proposal :-**

2.17.1 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.



- 2.17.2 The Bidder shall submit the tender document / bid using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces will be filled in with the information requested. If particular information is not applicable to Bidder, the same will be mentioned as ***“Not Applicable (N/A)”*** instead of leaving the field blank.
- 2.17.3 The Bidders are invited to submit the Technical Proposal and other details as specified in the Data Sheet. **The Bidder shall submit two sealed envelopes, one containing the Technical Proposal and the other tender fees and EMD details , enclosed together in an outer single envelope.**
- 2.17.4 All Technical Proposals shall be placed in an envelope clearly marked “TECHNICAL PROPOSAL” and “ORIGINAL” These envelopes containing the original and CD/DVD, shall then be enclosed in one single wax sealed envelope which shall be clearly marked. The technical proposal should have online tender fees and EMD.
- 2.17.5 **The Financial Proposal to be submitted only online.**
- 2.17.6 The two envelopes containing the Technical and EMD shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:
- 2.17.7 Title of Turnkey Solution & Services;
- a) Tender No: .....
  - b) Deadline for Submission; and
  - c) Addressed to the **“Registrar General, High Court of M.P., JABALPUR”**
- 2.17.8 The Technical bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Technical Proposal. **The name and position of each person signing the authorization must be typed or printed below the signature.** All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

- 2.17.9 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- 2.17.10 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- 2.17.11 All bids must contain original of the Technical Proposal as described in the Data Sheet.
- 2.17.12 If any envelope is not sealed and marked as instructed, the High Court of M.P. reserves the right to reject it.

**2.18 Confidentiality:-**

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

**2.19 Clarification of Proposals:-**

- 2.19.1 To assist in the examination, evaluation, comparison and post qualification of Proposals, the High Court of M.P. may, at its discretion, ask any Bidder for a clarification of its Proposal. The High Court of M.P. request for clarification, and the response, shall be in writing. The Bidder must furnish the required clarification within the stipulated time.
- 2.19.2 Any clarification submitted by a Bidder that is not in response to a request by the High Court of M.P. shall not be considered.
- 2.19.3 No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors identified by High Court of M.P. in the evaluation of the Proposals

**2.20 Proposal Validity:-**

- 2.20.1 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for

submission of Technical and Financial Proposals as prescribed by the High Court of M.P.

2.20.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the High Court of M.P.

2.20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the High Court of M.P. may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing.

2.20.4 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal.

### **2.21 Late Proposals :-**

The High Court of M.P. will not consider any Proposal that arrives after the deadline prescribed by the High Court of M.P. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

### **2.22 Non-conformities, Errors and Omission :-**

2.22.1 The bidder is expected to comply with the true intent of this tender taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General High Court of M.P., Jabalpur in writing, and the Registrar General High Court of M.P. shall issue written instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document.

2.22.2 The High Court of M.P. may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

2.22.3 The High Court of M.P. will correct arithmetical errors during evaluation of Financial Proposals on the following basis:-

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

2.22.4 If the Successful Bidder does not accept the correction of errors, its Proposal shall be disqualified and the next successive Bidder shall be invited for negotiations and finalization of the Contract / Agreement.

### **2.23 Undue influence:-**

Any attempt by a Bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient grounds for the rejection of its Proposal.

### **2.24 Award of Contract Notification :-**

2.24.1 Prior to the expiration of the Proposal validity period, the High Court of M.P. shall notify the successful Bidder, in writing, that it's Proposal / bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court of M.P. within 10 days.

2.24.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **2.25 Negotiations:-**

2.25.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a

Contract.

2.25.2 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

2.25.3 Negotiation will include both **technical and financial negotiation, depending on the requirement of the High Court of M.P.**

**2.26 Signing of Contract :-**

2.26.1 The Registrar General, High Court of M.P. shall be the contract signing authority from the High Court of M.P. The Hon'ble the Chief Justice may authorize any other permanent officer to sign the contract on behalf of the High Court of M.P.

2.26.2 Promptly after notification, the High Court of M.P. shall send to the successful Bidder the Contract and the Special Conditions of Contract.

2.26.3 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the High Court of M.P.

**2.27 Mobilization / Start Date / Commencement Date :-**

The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

**2.28 Registrar General, High Court of M.P. have Right to Accept any Proposal, and to reject any or All Proposals :-**

The Registrar General, High Court of M.P. reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without assigning any reasons and without incurring any liability to the Bidders.

**2.29 Price Offer and Taxes :-**

2.29.1 The Bidder may provide multiple solutions as part of the technical bid but **ONLY ONE** online financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices quoted must be firm and inclusive of all taxes, rates, fee, surcharges, duties, no change alternate/conditional price offers shall be allowed.

2.29.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rate of Taxes / Levies, the same shall be passed to the High Court.

**2.30 Bid Validity Period :-**

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal.

**2.31 Acceptable Banks :-**

All Bank related documents should be submitted only from Nationalized / scheduled Banks.

**2.32 Termination Based on Funding :-**

The Contract resulting from this Tender will be subject to availability of Funds with the High Court, in the event of paucity of such funds, the High Court of M.P. reserves the right to terminate or suspend the contract for an agreed period of time, without any penal charges. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination and notice of such termination will be submitted to the Proposer in writing not less than sixty (60) days prior to the effective date.

**2.33 Intellectual Property Rights :-**

2.33.1 The High Court of M.P. shall own all the software items which have been paid for as per **Financial Bid (Form- F1)**. All licenses procured for the High Court of M.P., work, must be in the name of "Registrar General, High Court of M.P., Jabalpur".

2.33.2 The High Court of M.P. shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract including but not limited to all templates, designs, application configurations, data and written material, products, specifications, source code and object code and other documents which have been newly created or developed by the Bidder solely for this project and for the purposes of inter-alia use or sub-license of such Services under this Contract.

2.33.3 The Bidder should undertake to disclose all such Intellectual

Property Rights arising in performance of the Related Services to the High Court of M.P., and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the High Court of M.P. To the extent that Intellectual Property Rights are unable by law to so vest; the Bidder assigns those Intellectual Property Rights to the High Court of M.P. on creation.

2.33.4 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods /equipment supplied / service provided by the Bidder, the same shall be acquired in the name of the High Court of M.P., and the same may be assigned by the High Court of M.P. to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the High Court of M.P. The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the High Court of M.P. indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or personnel of any of its consortium members or Service Provider during the course of performance of the Related Services.

**2.34 Area of Work:-**

The Bidder is required to work within the premises of the High Court of M.P., Principal Seat at Jabalpur and its Bench at

Indore and Gwalior for execution of all digitization work and no physical document would be allowed to be carried outside the premises. The post digitization work may be carried out outside the premises on the discretion of the High Court of M.P. if they feel there is sufficient ground to allow post digitization work outside the High Court of M.P. premises..

**2.35 Right to Inspect :-**

The Registrar General, High Court of M.P., Jabalpur or *his authorized representative* reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the life of the project.

**2.36 Right to Have Work Executed:-**

If the Bidder should neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Registrar General, High Court of M.P., after a week written notice to the Bidder, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Bidder.

**2.37 Insurance:-**

Bidder will be responsible for providing insurance coverage for all its employees, support staff and equipment during the entire duration of the project. The High Court of M.P. is not responsible for the insurance and well being of the staff. The consortium partners must comply with the same insurance coverage requirements as the Bidder. The Service Provider has to ensure the safety and adequate insurance of all its employees engaged in the work / Contract.

**2.38 BID DOCUMENT:-**

2.38.1 The Bid Document includes:

1.	NOTICE INVITING TENDER
2.	INSTRUCTIONS TO BIDDERS
3.	TERMS OF REFERENCE (TOR)



4.	CRITERIA FOR EVALUATION
5.	PAYMENT TERMS
6.	GENERAL CONDITIONS OF THE CONTRACT (GCC)-
7.	SPECIAL CONDITIONS OF THE CONTRACT (SCC)
8.	SUBMISSION OF GENERAL FORMS, CERTIFICATES, TECHNICAL AND FINANCIAL BID FORMS
9.	USER ACCEPTANCE PLAN

**2.38.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender / Bid may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.**

**2.39 AMENDMENT OF BID DOCUMENTS:-**

At any time, prior to the date of submission of Bids, the Registrar General, High Court of Madhya Pradesh may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

**2.40 COST OF BIDDING:-**

The Bidder has to bear all the cost associated with the preparation and submission of the bid.

**2.41 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD) :-**

2.41.1 The proposal should be submitted along with an online application fee of **Rs.5,000/-** and online Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rs. Ten Lakh Only) in the form of **online mode** through e-procurement tender portal [www.mptenders.gov.in](http://www.mptenders.gov.in) valid for the period of 6 month in favour of ***Registrar General, High Court of Madhya Pradesh, Jabalpur***. The Bid submitted without EMD and/or the application fee shall be summarily rejected.

2.41.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required Performance Guarantee.

2.41.3 The EMD will be forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity. **or**
- (ii) If the Bidder fails to accept the High Court of M.P. corrections of arithmetic errors in the Bidder's bid (if any), **or**
- (iii) If the Successful Bidder fails to sign the contract agreement with the employer, **or**
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.

**2.42 BID PRICES :-**

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. *Goods and Service Tax*, packing, forwarding, freight and insurance etc. applicable to the project. *The Tax components will be calculated separately.*

**2.43 DISCOUNTS :-**

The Bidders are informed that discount, if any, should be included in the total price.

**2.44 BID VALIDITY :-**

The bids shall remain valid for a period of **180 days** from the last date of submission of the bid the validity period can be extended at the sole discretion of the Registrar General, High Court of M.P., Jabalpur.

**2.45 SUBMISSION OF PROPOSALS:-**

2.45.1 All proposals will have to be submitted **ONLY** in **HARD BOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound shall summarily be rejected. All the Pages and Papers should be sealed and signed in original.

2.45.2 All the sealed envelopes should again be placed in a sealed cover super scribed as “**Digitization of the High Court Records on Turnkey Basis**” from: M/s -----”  
“NOT TO BE OPENED BEFORE **11.00 A.M. on 05<sup>th</sup> May, 2021** which will be received and time mentioned in the Schedule of Events (Section-II – 2.49) of this document. The Bid is to be submitted to the **Registrar General, High Court of M.P., Jabalpur.**

2.45.3 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

**2.46 LATE BIDS:-**

Any bid received by the employer after the time and date for receipt of bids prescribed by the employer in the tender may be rejected and returned unopened to the Bidder.

**2.47 MODIFICATION AND WITHDRAWAL OF BIDS :-**

2.47.1 The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written intimation to the employer.

2.47.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.47.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

**2.48 LOCAL CONDITIONS :-**

2.48.1 *Each Bidder is expected to fully get acquainted with the **local conditions and factors**, which would have any effect on the performance of the contract and /or the cost. Local conditions in relation to all the aspects i.e. the prevailing Digitization Project and its related Process (es), Technical Infrastructures, Rejection ratios due to strict Quality Check procedure in all the mentioned process in Tender Document and also further observed rejections in Elimination Process after application of Digital Signature on the scanned data.*

2.48.2 The Bidder is expected to know all conditions and factors, which may have an effect on the execution of the contract after

issue of **Letter of Award** as described in the bidding documents. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

#### **2.49 SCHEDULE OF EVENTS**

The tentative dates for the schedule of key events of this tender are given as under:-

<b>Sl. No.</b>	<b>Events</b>	<b>Date</b>
<b>01</b>	Pre-bid meeting	<b>06<sup>th</sup> April, 2021 at 11:30 A.M. in the Conference Hall, South Block, High Court of M.P., Jabalpur. Bidders are required to submit their pre-bid query through e-mail on regithcjbpm@mp.gov.in with a copy to mphc@nic.in by 05<sup>th</sup> April, 2021 without fail.</b>
<b>02</b>	Last date and time of online proposal submission. <b>(Mandatory)</b>	<b>03<sup>rd</sup> May, 2021 before 06:00 P.M.</b>
<b>03</b>	Last date and time of hardcopy submission. <b>(Mandatory)</b>	<b>04<sup>th</sup> May, 2021 before 05:00 P.M.</b>
<b>04</b>	Date and time of opening of the Technical Bid at High Court of Madhya Pradesh	<b>05<sup>th</sup> May, 2021 at 11:00 A.M.</b>
<b>05</b>	Date & Time of opening of the price bid / financial bid at the High Court of M.P., Jabalpur	<b>Intimate Date and Time to the shortlisted Bidders, after Technical evaluation.</b>

#### **2.50 OPENING OF PROPOSAL :-**

The Evaluation Committee or its authorized representative will open the tenders.

#### **2.51 EVALUATION :-**

2.51.1 The Employer reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.51.2 Any time during the process of evaluation, the employer may seek for clarifications from any or all Bidders.

#### **2.52 DECIDING AWARD OF CONTRACT :-**

2.52.1 The Employer reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the **Registrar General,**

**High Court of Madhya Pradesh** or its appointed representative on the date asked for at no cost to the employer.

2.52.2 The Employer will notify the Successful Bidder on its intention to award the work through “Letter of Award” mentioning the purchase Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

2.52.3 The Employer will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.

2.52.4 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the employer. This is deemed as the “Contract” defined elsewhere in this tender document.

### **2.53 GENERAL INSTRUCTIONS TO THE BIDDERS :-**

2.53.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the High Court of Madhya Pradesh is not reimbursable.

2.53.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

2.53.3 Successful bidder must ensure his establishment in India and in Madhya Pradesh and location mentioned above for services and support.

2.53.4 Canvassing in any form will lead to disqualification of the bid.

### **2.54 CONFIDENTIALITY :-**

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

2.54.2 As used herein, the term “Confidential Information” means any written information, including without limitation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2.54.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

2.54.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

**2.55 Bidders Liability of deployed manpower for the project :-**

2.55.1 The entire financial liability in respect of manpower deployed in the High Court of Madhya Pradesh shall be of Service Provider/Bidder and the High Court will in no way be liable.

2.55.2 For all intents and purposes, the Bidder shall be the “Employer” within the meaning of different Labour

Legislations in respect of manpower so employed and deployed in the High Court. **The persons deployed by Service Provider/Bidder in the High Court shall not have any claims whatsoever like employer and employee relationship against High Court of Madhya Pradesh.**

- 2.55.3 Service Provider/Bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. The High Court shall, in no way, be responsible for settlement of such issues whatsoever.
- 2.55.4 The High Court shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 2.55.5 The persons deployed by Service Provider/Bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the High Court during the currency or after expiry of the Contract.
- 2.55.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by Service Provider/Bidder shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in the High Court of Madhya Pradesh, Jabalpur.
- 2.55.7 The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties / other persons. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider/Bidder as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of Contract.
- 2.55.8 Service Provider/Bidder will be responsible for compliance

of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the High Court of Madhya Pradesh. The High Court shall have no liability in this regard.

2.55.9 Service Provider/Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered for the High Court of Madhya Pradesh to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

2.55.10 Service Provider/Bidder shall maintain all **statutory** registers under the Law. The Service provider shall produce the same, on demand, to the High Court of Madhya Pradesh, Jabalpur.

2.55.11 In case, Service Provider/Bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Registrar General, High Court of Madhya Pradesh is put to any loss / obligation, monetary or otherwise, the Registrar General, High Court of Madhya Pradesh will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of Service Provider/Bidder, to the extent of the loss or obligation in monetary terms.



## Section – III

### Terms of Reference (ToR)

#### **3.1 Term of Reference for various type of Record (Judicial, Administrative Record) :-**

This Terms of Reference are for the turnkey project for Digitization of Artifacts at High Court of M.P., Jabalpur and its Benches at Indore and Gwalior. The description for the TOR for each of the record type is mentioned below:

##### **Judicial Record:-**

The High Court of M.P. is looking for a turnkey Service provider who will scan and clean the **entire “Part-A” of judicial Records** in the Legal / A4 or equivalent with the help of High Court Digitization Software of Judicial Record/Judicial Case files. **For different Judicial record the work of Digitization will be done as per following procedure:**

##### **Fresh Cases and Loose Documents:-**

For Digitization of Fresh Cases and Loose document, the Vendor will only do the work of scanning and cleaning. After the completion of work of scanning and cleaning through the High Court’s Digitization Software by the Vendor, the scanned and cleaned tiff files will be auto saved and will be available on Digitization Server of High Court. Further the work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower through High Court’s Digitization Software.

##### **Pending after Hearing Case files:-**

These are mainly pending cases which are kept in sections. These cases may be either completely scanned or partly scanned as some part of it was earlier scanned. For such cases which are requires to be partly scanned, the work of Identification of record that is remaining to be scan shall only be done by vendor only. For a help the information about the status of the scanned document will be shown in to CMIS or Digitization software by High Court. For such cases scanning and cleaning of both type of cases needs to be done by vendor. Further the

work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower through High Court's Digitization Software.

**Pending Disposed Case files or current disposed files:-**

These are the files which are being disposed by Courts on day to day basis. In **Principal Seat Jabalpur** such files are first come in Compliance and Disposal cell then get deposited in Record room. Hence for Principal Seat, Jabalpur for these types of for such cases which are requires to be partly scanned the work of Identification of record that is remaining to be scan shall only be done by Vendor deputed team. The cases which are yet to be completely scanned will be scanned and cleaned by vendor directly. For both type of cases further work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower through High Court's Digitization Software. For a help the information about the status of the scanned document will be shown in to CMIS or Digitization software by High Court.

In Benches at Indore and Gwalior these types of cases are coming in to Record room. Hence the work of Digitization needs to be done in Record room. For such cases which are requires to be partly scanned the work of Identification of record that is remaining to be scan shall only be done by Vendor deputed team. The cases which are yet to be completely scanned will be scanned and cleaned by vendor directly. For both type of cases further work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower through High Court's Digitization Software. For a help the information about the status of the scanned document will be shown in to CMIS or Digitization software by High Court.

**Old Disposed Case files:-**

This category of cases includes such Disposed Cases which have been decided long back and also have been decided in recent years, further have been kept in Record Room. There are three different patterns available for these types of cases:

1. Cases which needs to be **completely scanned because the case has been not scanned at all**
2. Cases which need to be **partially scanned** as some part of the cases have already been scanned by old Digitization Vendor or Vendors.
3. Cases which were earlier scanned and digitized by old vendors but during current Quality Checking work or during Elimination work which is being done for each and every file it is now coming in to knowledge that some pages of case files are remaining to scan and needs to newly scan for proper Digitization work.

**For above mentioned pattern no. 1** the work of scanning and cleaning of the record shall be done by Vendor with the help of High Court's Digitization Software by the Vendor. After the completion of work of scanning and cleaning through the High Court's Digitization Software by the Vendor, the scanned and cleaned tiff files will be auto saved and will be available on Digitization Server of High Court. Further the work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower through High Court's Digitization Software.

**For above mentioned pattern no. 2** since these cases partly scanned, for such cases firstly the work of the work of Identification of record that is remaining to be scan shall only be done by vendor only. After this identification the work of scanning and cleaning needs to be done by vendor. Further the indexing and other work will be done by High Court deputed team. For help of company the information about the status of the scanned document will be shown in to CMIS or Digitization software by High Court but vendor has to do the work of data segregation.

**For above mentioned pattern no. 3** the work of Identification of record that is remaining to be scan or to rescan shall only be done by **High Court team deputed** for elimination work or for doing the work of 100 % Quality Check on the old scanned record. On the basis of the input of High Court deputed team the

vendor shall do the work of scanning and cleaning and uploading on High Court Digitization Software or Server as per the informed procedure to the Vendor. The relevant information about the status of the scanned document will also be shown in to CMIS or Digitization software by High Court.

District Court Records (Lower Court records):

In Pending Cases when Hon'ble Court passes the direction to call the record from District Court, then High Court send the requisition there and record comes at High Court. Records are bulky most of the time. Apart from the High Court record accompanied with the High Court cases the tagged record of Lower Court (District Court) needs to be scanned, indexed and digitized. Here scanning is to be done with a very high speed. In cases , were scanning of lower court records already done , then under such condition no scanning is to be done by the vendor and in this case the scrutiny to be done properly and to intimate accordingly.

**Administrative Records :-**

The High Court of M.P. is looking for a turnkey Service provider who will scan and clean the Administrative Records in the Legal / A4 or equivalent with the help of High Court its own Digitization Software of Administrative Records/administrative files. After the completion of work of scanning and cleaning through the High Court's Digitization Software by the Vendor, the scanned and cleaned tiff files will be auto saved and will be available on Digitization Server of High Court. Further the work of Indexing, Quality Checking, Splitting and uploading of High Court website will be done by High Court deputed manpower. The work of Indexing, Quality Checking, Splitting and uploading of High Court website will also be done through High Court's Digitization Software. The Administrative Record shall be available with all the Administrative Sections (like Establishment Section, Account Section, Cash Section, Exam Cell, Record Room Administration). It is made clear that for Administrative Record Digitization the Vendor will only do the work of scanning and cleaning for Digitization. The rest of the activities will be done by High Court

deputed manpower. For Digitization of Administrative Record the entire end to end software will be provided by High Court. The Vendor will only deploy the necessary hardware (Computers, High Speed Commercial Scanner, Flatbed Scanners, Cameras, Book Scanners, and MAP Scanners) with the required Operating System/System Software/Software and the required manpower for scanning and cleaning work.

There are two prevailing patterns of keeping Administrative Record in High Court of M.P., Jabalpur In Principal Seat at Jabalpur the records of different administrative sections are being kept in Record room Administration Section. Records are categorized on the basis of Major and Minor head. All the administrative records are placed at one Place.

At Benches different Administrative Sections keeps their records with them. Establishment section, Account Section, Protocol Section Cash Section etc. are the sections in which Records are kept in sections itself. Each record type having its own characteristic hence needs to be separately addressed.

### **3.2 Objectives of Digitization :-**

The need for *Digital preservation*, coupled with need for improving accessibility (which can only be achieved by digital storage and an efficient database management retrieval system) is an important need for High Court of M.P. The primary objectives of the proposed initiative are:

- a) ***Digital Preservation*** - preservation of the entire records is the foremost objective. Once the documents are scanned and digitized, preservation of the original can be ensured for a much longer or ***infinite period*** as the need to handle the physical documents would be eliminated or minimized to a great extent since digital document would be made available through the DARIMS Software/***Digitization Software to various stakeholders.***
- b) **Accessibility and Availability** - The DARIMS/Digitization Software would make the High Court of M.P. holdings more accessible to end users, both within the High Court of M.P.

premises as well as those who cannot personally visit the High Court of M.P.

- c) **Enhance Search ability** - all holdings would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter.
- d) Creating catalogue and portfolio of the scanned case files and other records

### **3.3 Description of High Court of M.P. Holdings that are to be digitized :-**

#### **3.3.1. All Judicial Records.**

##### **Fresh Case Files:-**

Fresh Case Files includes Petition or Appeal, Computer Sheet, Scrutiny report, Annexure, Lower Court orders, etc. The Loose documents for Fresh Cases are some type of document (Interlocutory applications, Process fee, objections, vakalatnama).

Such and other related documents in Fresh Cases includes a vast majority of the documents comprise of Files of Legal and A4 sizes and other types. A single record may consist of one or several pages. Most of the documents are on papers. *The thick cover (physical index page) of all the files needs to be scanned.*

##### **Pending after Hearing Case files, Pending Disposed Case files,. Disposes Case files, District Courts Records:-**

Such type of Files includes Petition or Appeals, Computer Sheet, Scrutiny report, Annexure, Lower Court orders, **Judgment and orders etc.** The Loose documents for Pending after Hearing Case files are some type of document (Interlocutory applications, Process fee, objections, vakalatnama). Copy of Petitions, Judgments and orders.

Such and other related documents in above type of record includes a vast majority of the documents comprise of Files of Legal and A4 sizes and other types. A single record may consist of one or several pages. Most of the documents are on papers. Most of the documents are on papers. The Holdings comprise black & white. Most of the documents / records are Black &

white. There might be possibility that some colour books might be there. The documents of all type may contain old carbon paper for which caution is necessary during scanning and cleaning. The document of all type (old rare books, old disposed judicial cases) contains old tear and torn paper for which caution is necessary during scanning and cleaning. *The thick cover (physical index page) of all the files needs to be scanned.*

### 3.3.2. All Administrative Records:-

Administrative files of different section, Service Books, Landscape document in form of statements, short and long registers, Challans, Registers (small and large and landscape), normal documents. *The thick cover (physical index page) of all the files needs to be scanned.*

### 3.3.3. Library Books and Library Document and other document:-

Old rare Books & (both black and white and colour), I L R (Indian Law Reporter) Publications Gazette Notifications and other papers etc. *The thick cover (physical index page) of all the files needs to be scanned.*

## 3.4 Digitization Process for all type of Record Types:-

### Judicial Record:-

Following process is to be adopted for Digitization of all type of Judicial Records:

1. Document Preparation work (to be done by vendor)
2. Document Segregation work (to be done by vendor in some judicial record type and by High Court team in one judicial record type)
3. Scanning (to be done by vendor)
4. Cleaning and Quality Checking (to be done by vendor)
5. Indexing, Final Quality Checking (from client side), Splitting, Application of Digital Signature, uploading/synchronization of Digitized Data in High Court Digitization software / CMIS Software on High Court website (to be done by High Court deputed manpower)

6. To cure the rejection pointed out by deputed Indexing/Quality checking team of the High Court (to be done by vendor) and to rescan / redo the remaining digitization and cleaning work.

**For execution of all the above mentioned process the Digitization software shall be provided by High Court.**

**The detailed description of the Digitization Process for all Judicial Record types is as follows:-**

1. **Document Preparation work (to be done by vendor):-**

The High Court staff deputed in Judicial Section /Record Room/ Administrative Section/Library shall deliver the physical files on day to day basis to vendor after taking due acknowledgement from the Vendor regarding what document they have delivered to Vendor for scanning. The vendor shall do document preparation work by unbinding/un-tagging/ un-dusting the physical files with due care. Document preparation work shall include the work of unbinding, repairing, cleaning, counting the number of pages of the physical file and also rebinding if requires. Proper tapes are to be affixed on torn pages.

2. **Document Segregation work:-**

**For Fresh Cases and Loose Documents:** No document segregation work is require though document receiving and delivery needs to be dome more cautiously.

**For Pending after Hearing Case files (partly scanned cases)**

After the document preparation, the work of document segregation by identify and flagging the physical documents of files which are required to be scan for Pending after Hearing Case files shall be done by Vendor.

**For Pending Disposed Case files** (partly scanned cases) after the document preparation by Vendor, the work of document segregation shall be done by Vendor deputed team. No document segregation require for not scanned cases. These cases will be directly scanned and cleaned by vendor.

**For Old disposes cases which are yet to be completely scanned:** No document segregation work is require.



For Old Disposed Case files (partly scanned cases) After the document preparation by Vendor, the work of document segregation by identify and flagging the physical documents of files which are required to be scan shall be done by Vendor.

For Old Disposed Case files which were earlier scanned by some company and in which a rejection is being marked by Elimination or Quality Checking team of High Court during 100% Quality checked the work of the work of document segregation shall be done by **High Court deputed team**.

**For Administrative Records and Library books and other Documents:** No document segregation work is required currently

3. **Scanning (to be done by vendor):-**

After the document segregation (either by Vendor or by High Court deputed team as described in above mentioned points) the Vendor shall scan the record of as per the Technical specification mentioned in Tender document. After scanning of each page, scanned page must be stamped so that scanned pages can be identified whether it is photocopy or original document.

4. **Cleaning and Quality Checking (to be done by vendor) :-**

After scanning the process of cleaning of the created image shall be done by Vendor. The process of cleaning shall include the work of removing Black band and blemish removal, deletion of blank and invalid pages, Black marks removal, De-skewing, De-Speckling, Cropping (No content should be missing) and Image Orientation.

5. **Indexing (to be done by High Court deputed manpower) :-**

After completion of the scanning and cleaning of the judicial record the **High Court deputed manpower** shall do the complete indexing of the scanned record in Digitization Software of High Court with indexing parameter as mentioned in **Annexure P, Annexure Q, Annexure R** of the Tender document.

**6. Quality Checking by High Court deputed manpower:-**

Quality checking work will not be additionally done by the High Court deputed manpower and this work will be done immediately after completion of the Indexing work by the same manpower and the deputed manpower will pass an entry (whether Quality is accepted or not) in Digitization Software for this at the same. Hence at the time of Indexing only Q.C. will be done.

**7. Application of Digital Signature by High Court deputed team:-**

After Indexing and Quality Checking by High Court team the Digital Signature will be applied by High Court deputed official for all such cases which in which Quality is satisfactory. The Data will be further synchronized in to High Court Digitization Server/website/CMIS software.

**8. To Clear the Rejections (by Vendor):-**

For all such cases which have been rejected by High Court team vendor will do the work of rejection clearing on the same day in Fresh Cases/Listed Pending Cases and in two days for other type of cases. The rejection clearing work shall be done up to the satisfaction of High Court otherwise the penalty will be imposed by High Court as per Tender document.

For getting better understanding for above mentioned holdings and record types and prevailing Digitization processes it is suggested that Bidders should go through the High Court of M.P., Jabalpur amended Rules 2008 and High Court of Madhya Pradesh Digitization of Records Rules 2018. A copy of both the rule is available on High Courts website. For getting the information of the working of various Judicial Sections and of Hon'ble Courts at all the three places and for getting the idea of type of holdings and record types and prevailing Digitization processes, Vendor May visit High Court.

Vendor is requested to go through the above mentioned type of record type thoroughly because for the Fresh Cases and the related loose document work is straight forward. The cases and loose documents are received at Filing Section and needs to be

scanned on same or next working day. Since files and documents are new the work of identification of scanned part is not required here hence this work is comparatively simple.

But for the other type of record (Pending after Hearing Case files, Pending Disposed Case files, Disposed Case files) the scanning work involves an activity of identification of such record which are remaining for scanning because mostly this type of record were already partly scanned on earlier time and some part of the record is still needs to again scan. Hence, vendor needs to identify first the record that is to be scanned and then scan the required record.

The work of Identification of record that is remaining to be scan shall only be done by vendor only hence vendors are requested to please examine the process.

### **3.5 Digitization Process for Administrative Records :-**

Following process is to be adopted for Digitization of all type of Judicial Records:

**The same process as mentioned for Judicial Record types will be applicable to Administrative Records. The only point is to mention that in** Principal Seat at Jabalpur the record will give and taken by High Court team to Vendor team through a centralized place that is record room administration. All the administrative records are placed at one Place i.e. record room administration. But at Benches different Administrative Sections keeps their records with them. Establishment section, Account Section, Protocol Section Cash Section etc kept the record in their sections itself. Each record type having its own characteristic hence needs to be separately addressed. The work of data segregation is not available for administrative records.

### **3.6 Digitization Process for Library Books and Library Documents ( If required) :-**

**The same process as mentioned for Judicial Record types will be applicable Library Books and Library Documents**

**also.** The work of data segregation is not to be done for administrative records.

### **3.7 Estimate of Volumes :-**

It is virtually impossible to estimate the exact number of pages in the High Court of M.P. holdings and any estimates mentioned below are at best a very rough guess of the volume. Also the average rate at which this volume is growing cannot be determined since it is not a fixed increase every year but depends upon how many cases are filed and decided in the High Court of Madhya Pradesh and its Benches. Given the nature of the collection, the exact volumes can only be ascertained by the digitization process.

<b>Artefacts/ Items to be digitized *</b>	<b>Approximate no. of pages</b>
Judicial Records	4 Crores
Administrative Record	25 Lakh
Other	10 Lakh
<b>Note * The Number of items to be digitized may increase /decrease depending on final completion.</b>	

### **3.8. Pilot Project :-**

- a) Successful completion of the pilot shall be the prerequisite for going ahead with the remaining contract. All payments under this contract shall commence only after the successful completion of pilot project.
- b) ***Using a representative sample of the High Court of M.P. of all the artifacts and of all the process as mentioned in Tender document***, the Service provider will conduct a pilot of the Digitization process. The purpose of the pilot project is to gauge the ability of the proposed work plan and workflow to digitize artefacts with the required speed, quality of digitized records and care of original artifact. The criteria by which the Pilot Project Digitization processes are assessed:
  - Efficiency in Receiving and Delivering the artifacts
  - Care and Handling of artifacts.
  - Number of artefacts digitized per day
  - Accuracy and Quality of scanned and cleaned records and the created metadata in comparison to the

decided one. Required tiff files and metadata are to be created in light of Technical Specifications and agreed metadata standards as per Tender document/ **ISO 14721 Open Archival Information System (OAIS Reference Model)**.

- Accuracy in the work of Data Segregations, scanning and cleaning for the mentioned judicial record type. since immediately after the Data Segregations, scanning and cleaning the work of Indexing and Quality checking will be performed, error will be immediately traceable by High Court.
  - *Rejection handling procedure in both case i.e. Whether the record has been rejected in Quality Check or in Elimination Process.*
- c) The Pilot Project allows the Service Provider to improve their Digitization processes by adjusting the Workflow and Work Plan based on the findings of the ongoing assessment of the Pilot Project.
- d) The Pilot Project would not be approved for full implementation by the High Court of M.P. until all assessment criteria are approved by High Court of M.P.
- e) It is expected that a total of Two Lakh pages in a consolidated way for all the three locations would be covered in the pilot phase. These Two Lakh Page (for the Pilot) would be selected in a manner to ensure that all kinds, types, categories and condition of artifacts are included in this so that this sample is adequately representative of the complete collection. *Sample of all types of process shall be taken into consideration.*
- (f) *Pilot project approval is the preliminary approval for the execution of all the relevant process for the Digitization project. Even after approval of it also High Court of M.P., Jabalpur may change the process due to unforeseen scenarios or due to change in requirement of High Court of M.P., Jabalpur.*

### 3.9 Software Licensing / Development :-

Since the work of Scanning and Cleaning will be done by Vendor through the use of Digitization Software of High Court, It shall be duty of Vendor to install all the software's required for Computers, Scanner and other hardware for ensuring the working of it through High Courts Digitization software.

### 3.10 Technical Specifications and Requirements :-

**While doing the work of scanning and cleaning the Vendor has to do the compliance for TIFF files as described below. Further process for the required file format will be taken care by High Court.**

<b>Specifications</b>	<b>All Judicial Record including Judgment and Order, Records A3 / Legal / A4/ Old Rare Books, Journals , ILR Publication</b>
File Format	Uncompressed TIFF
Scanning - Optical Resolution	100x100,200x200,300x300, 600x600 or as directed
Colour / Bit Depth	12/ 24 Bit Colour
Feeding (Scanning) Method (*)	Manual / Flatbed/ sheetfed/ Book / ADF /MAP Scanner or as directed.
Threshold support	Yes
Deskewing support	Yes
Despeckling support	Yes
Cropping support	Yes
Pagination Required	Yes
Image Size	Same as the Original document
Image Enhancement Process (Scanning and Stabilization Intervention)	Yes
Water Marking enablement	Yes
Support for automatic image processing tools and methods for perfect image and batch conversion	Yes
Catalogue of the documents	Yes
Hyper linking of the Documents	Yes
Creating portfolio of the documents.	Yes
Resampling in Lower and Higher Size	Yes
Phont (Hindi and English Both) embedding	Yes

(\*) The Quality / Conditions / Age of the documents, would determine

whether to use (flatbed / book /Sheet fed /Overhead/ADF etc,) given the condition of the artifacts, in some cases book / overhead scanners/**MAP Scanners** may be required. All images should be true colour representation of the original records. Generated PDF file will have a provision for security features for the required outputs PDF.

On the basis of generated TIFF the required PDF files will be generated by High Court as per following specification.

<p><b>Searchable PDF/A</b></p>	<p><b>A composite searchable PDF for Archival as per ISO 19005</b></p> <p><b>PDF/A-2a format supports the following specification:</b></p> <ul style="list-style-type: none"> <li>• JPEG 2000 image compression</li> <li>• support for transparency effects and layers</li> <li>• embedding of Open Type fonts</li> <li>• provisions for digital signatures in accordance with the PDF Advanced Electronic Signatures – PAdES Standard</li> <li>• the option of embedding PDF/A files to facilitate archiving of sets of documents with a single file</li> </ul>
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After Scanning, Cleaning, Indexing and Splitting (OCR will be done on the split and index PDFs) each document of file and the data will be stored by way of images in Portable Document Format PDF/A-2a with adequate resolutions **with free text search facility** and ensure the readability and ease in retrieval including cleaning and spot reduction. The images so stored in the database should will be indexed as per the requirements of The High Court of M.P. and should be capable of adding more images, at later stage in need be, in an old stored filed. The data so stored shall be in a **non-editable form**. High Court Digitization Software will comply with the required specifications of required PDF/A-2a File format after the generation of TIFF files after execution of process of scanning and cleaning. All Scanned / digitized paper files will be stamped and duly signed by the used indicating that the “FILE IS SCANNED AND CLEANED” with vendor name and the bidder will be fully responsible for any loss / damage of any document.

**3.11** Vendor has to provide sufficient Scanners for Scanning work for all type of judicial and administrative records processes. Having a condition of providing or availability of high Volume of Scanning Data will not be a criterion for deploying the Scanners. The deployed Scanner should support ADF and Flatbed options and should be capable of scanning A3 size pages in Flatbed scanning and also in ADF. The ADF of Scanner should support scanning of documents up to maximum length as per market prevailing standard.

For example with its Flatbed, Scanner should support the scanning of documents for (Width\* Length) for minimum size

Scanner component detail	Minimum width * Minimum Length of the Document	Maximum width * Maximum Length of the Document
Flatbed part of the Scanner	25.4*25.4 mm or 1 Inch	216 x 356 mm or 8.5 * 14 Inch
ADF Part of the Scanner	105 x 148 mm or 4.13 * 5.82 Inch	216*3100 mm or 8.5*122 inch

It is required that at Principal Seat Jabalpur total four scanners for scanning of Fresh Cases and Loose Documents shall be deployed by Vendor. The Vendor shall deploy only ADF Scanner or only Flatbed Scanner for Presentation Section needs to be decided by Vendor. But it is advisable that two ADF scanner, two ADF cum Flatbed scanner should be deployed by Vendor at presentation Section at Jabalpur. Similarly for all such record type where partial scanning is needed it is advisable to install ADF cum Flatbed scanner in appropriate count. this is also required to deploy some scanners of both type (only ADF and ADF and Flatbed both) in spare because sometimes cases and loose documents gets registered in huge count( like after pening of Courts after Holidays).

Similarly, at Bench at Indore and Gwalior, It is required that total two scanners for scanning of Fresh Cases and Loose Documents shall be deployed by Vendor. The Vendor shall deploy only ADF Scanner or only Flatbed Scanner for Presentation Section needs to be decided by Vendor. But it is



advisable that one ADF scanner and one ADF cum Flatbed scanner should be deployed by Vendor. Similarly for all such record type where partial scanning is needed it is advisable to install ADF cum Flatbed scanner in appropriate count. this is also required to deploy some scanners of both type (only ADF and ADF and Flatbed both) in spare because sometimes cases and loose documents gets registered in huge count( like after opening of Courts after Holidays).

**The general detail of Specification of Scanners that needs to be deployed by Vendor is mentioned below.**

This is only for general purpose in actual, the Vendor needs to deploy the Scanners as per the need of work.

### **Scanner ADF (with Duplexer) and Integrated Flatbed**

<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum required technical specifications</b>
1	Make and Model No.	Depends on Vendor
2	Scanning Options	Color, Grayscale, Black & White (Linear), <b>True Color</b> etc.
3	Scanner Type	ADF Auto Duplex Scanning with <b>Integrated Flatbed</b>
4	Recommended Daily Volume	10,000 pages per day or higher
5	Throughput Speeds (200 dpi landscape, letter-size , black- and-white, grayscale, color)	60 PPM
6	Scanning Technology	CCD Grayscale output bit depth: 256 levels Color capture bit depth: 48-bit Color output bit depth: 24-bit. <b>CCD Technology/CIS Scanning technology or better</b>
7	Optical Resolution	600 dpi
8	Output resolution	100 to 600 DPI
9	Maximum Document Size for both (ADF and Flatbed)	A4, Letter, <b>Legal</b> , FS, post card, Envelop and other pages etc.
	Minimum width * Minimum Length of the Document for <b>ADF Part</b> of the Scanner	105 x 148 mm or 4.13 * 5.82 Inch

	Maximum width * Maximum Length of the Document for <b>ADF Part</b> of the Scanner	216*3100 mm or 8.5*122 inch
	Minimum width * Minimum Length of the Document for <b>Flatbed part</b> of the Scanner	25.4*25.4 mm or 1 Inch
	Maximum width * Maximum Length of the Document for <b>Flatbed part</b> of the Scanner	216 x 356 mm or 8.5 * 14 Inch
10	ADF Tray Capacity	200 Pages or more
11	Connectivity	USB 2.0 or higher
12	Imaging Features (in the scanner)	Automatic Image Orientation, Blank Page Removal, Automatic Crop & De-Skew, Image enhancement, batch separation, document merge
13	File Format Outputs	Single and multi-page TIFF, JPEG, PDF, searchable PDF/A-2a, PDF/A & PDF.
14	Environmental Factors	ENERGY STAR qualified scanners; Operating temperature: 15-32.5° C; Operating humidity: 15% to 80% RH
15	Supporting Drivers and Bundle Software	TWAIN, ISIS, SANE, Windows Imaging Architecture Drivers, Scanning Software or equivalent or Better
16	Supporting Operating System	Windows 10, Windows 8.1 Pro & SL (32 bit & 64 bit), Windows 7 (32 bit & 64 bit) , Linux Ubuntu
17	Hardware Drivers	Supplier to provide latest drivers for all hardware for Ubuntu-Linux OS
18	Paper	Weight: 34 to 413 gsm
19	Other features required	Multi feed Detection (Required to stops double feeding), Mixed Document Feeding (Diff. Size & Thickness Fed Together), Crushed pages scan
20	Certificates	ISO, Energy Star etc.

### **Scanner ADF (with Duplexer)**

Sr. No	Parameter	Minimum required technical specifications
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1	Make and Model No.	Depends on Vendor
2	Scanning Options	Color, Grayscale, Black & White (Linear), <b>True Color</b> etc.
3	Scanner Type	ADF Auto Duplex Scanning
4	Recommended Daily Volume	10,000 pages per day or higher
5	Throughput Speeds (200 dpi landscape, letter-size, black- and-white, grayscale, color)	60 PPM
6	Scanning Technology	CCD Grayscale output bit depth: 256 levels Color capture bit depth: 48-bit Color output bit depth: 24-bit. <b>CCD Technology/CIS Scanning technology or better</b>
7	Optical Resolution	600 dpi
8	Output resolution	100 to 600 DPI
9	Maximum Document Size for both (ADF and Flatbed)	A4, Letter, <b>Legal</b> , FS, post card, Envelop and other pages etc.
	Minimum width * Minimum Length of the Document for <b>ADF Part</b> of the Scanner	105 x 148 mm or 4.13 * 5.82 Inch
	Maximum width * Maximum Length of the Document for <b>ADF Part</b> of the Scanner	216*3100 mm or 8.5*122 inch
10	ADF Tray Capacity	200 Pages or more
11	Connectivity	USB 2.0 or higher
12	Imaging Features (in the scanner)	Automatic Image Orientation, Blank Page Removal, Automatic Crop & De-Skew, Image enhancement, batch separation, document merge
13	File Format Outputs	Single and multi-page TIFF, JPEG, PDF, searchable PDF/A-2a, PDF/A & PDF.
14	Environmental Factors	ENERGY STAR qualified scanners; Operating temperature: 15-32.5° C; Operating humidity: 15% to 80% RH
15	Supporting Drivers and Bundle Software	TWAIN, ISIS, SANE, Windows Imaging Architecture Drivers, Scanning Software or equivalent or Better

16	Supporting Operating System	Windows 10, Windows 8.1 Pro & SL (32 bit & 64 bit), Windows 7 (32 bit & 64 bit) , Linux Ubuntu
17	Hardware Drivers	Supplier to provide latest drivers for all hardware for Ubuntu-Linux OS
18	Paper	Weight: 34 to 413 gsm
19	Other features required	Multi feed Detection (Required to stops double feeding), Mixed Document Feeding (Diff. Size & Thickness Fed Together), Crushed pages scan
20	Certificates	ISO, Energy Star etc.

## Section IV

### Criteria for Evaluation

#### 4.1 Evaluation of Technical Bids:-

Sl. No.	Parameter	Evaluation Criteria	Maximum Score
1.	<b>Relevant Experience of the Vendor</b>	<p>a) Executed at least 5 project of records digitization (10) of more than <b>05 crore pages (each project 02 numbers)</b></p> <p>b) At least three Digitization Projects with each project money value more than Rs.1 Crore. (15) (Note -: For one project the number will be 05, for two project number will be 10 and for three project number will be 15)</p> <p>c) Overall experience and Credential of the firm: (15)</p>	<b>40</b>
2.	<b>Approach &amp; Methodology</b>	<p>a) <b>Clear understanding of scope of services and approach Methodology (25)</b></p> <p>i. Methodology Proposal (5)</p> <p>ii. Clarity on roles (5)</p> <p>iii. Team organization and scheduling : Team and its Optimization work plan to meet an efficient activity scheduling (5)</p> <p>iv. Proposed Team structure (with clearly identified roles &amp; responsibility (5)</p> <p>v. Timeline &amp; scheduling (5)</p>	<b>25</b>
3	<b>Quality Management &amp; Solution Proposed</b>	<p>a) <b>Quality Standards (20)</b></p> <p>i ISO 9001:2008 or equivalent Certification (yes=5, No=0)</p> <p>ii ISO 27001:2005 or equivalent Certification (yes=5, No=0)</p> <p>iii ISO 20000 for quality Certification for IT Services (Yes=5, No=0)</p> <p>iv CMMI Lever III or Higher (if Yes=5, if No=0)</p>	<b>20</b>
4	<b>Key Personnel and Infrastructure</b>	<p>a) <b>Key Personal and infrastructure (15)</b></p> <p>i Competence and hands-on experience of the Team Leader/Project Manager in execution and coordination of similar digitization projects. Profile of the Team Leader &gt;=10 years digitization experience=5, &lt;10 years and &gt;5Years Exp=3, for &lt;5year and &gt;1 Year exp.= 1)- <b>Maximum marks 05</b></p> <p>ii The bidder who have all format scanners like 100 ADF, 50 Flatbed and 10 over Head book scanner =<b>Maximum Marks: 10</b>  &gt;=100 ADF, 50 Flatbed and 05 Over Head Scanners=7 &gt;=100 ADF, 50 Flatbed=5 &lt;100 ADF=4</p>	<b>05</b>  <b>10</b>
<b>Total</b>			<b>100</b>

**Note:- 1. All the prequalification and technical specifications conditions are to be fulfilled by the bidders.**

**2. The Technical proposals will be evaluated by the committee appointed by the High Court of Madhya Pradesh and they will select the bidders. The financial**

**bids will be opened for the shortlisted bidders only. Rest of the bidders financial bids and EMD will be returned unopened.**

- 3. The minimum of 70 marks are there for getting selection in the financial bid opening.**
- 4. The decision of the of the Registrar General for finalization of the Bidders will be final.**

## **Section V**

### **Payment Terms**

**The payment schedule for various components of the project is as mentioned below :-**

Successful completion of the pilot shall be the prerequisite for going ahead with the remaining contract and any and all payments for this contract will be released only on successful completion of pilot.

#### **5.1 Digitization of Archives :-**

**Transaction Based Costs** Monthly Invoices should be raised by the Service Provider upon completion of monthly job / work. *Vendor shall give a separate list for which he has done random Quality Check on 5% scanned and cleaned data for all process for which he will raise Invoice.* For submitting the Invoice the Vendor shall generate the work done statement from High Courts Digitization Software. All payments shall be made based on work completed and approved by the Registrar General, High Court of Madhya Pradesh or the Officer nominated by him. Though High Court of M.P. shall make every effort for doing Quality Checking of the scanned data on a higher percentage but indeed the cases which have been randomly checked by Service Provider for Quality Check also be randomly checked by High Court team. If it is found that Quality Checking work (cross checking of the scanned record from the original one) done by Vendor is not satisfactory, Invoice shall be not be accepted till the desired work is corrected by service provider. Also if during the Quality Checking work by High Court team for the remaining 95% data (as mentioned in Invoice) it is found that work is not satisfactory then Invoice shall be not be accepted till the desired work is corrected by service provider.

#### **5.2 Method of Billing:-**

To receive payments, the Service Provider must submit an appropriately itemized invoice to the Registrar General, High Court of M.P. for services performed. Invoices are to

be sent in triplicate to the High Court of M.P. along with all supporting documents approved by officer nominated by Registrar General, High Court of M.P. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice. The Invoice to be submitted in triplicates. *Before processing the Invoice the procedure as mentioned in point no 5.1 shall be strictly followed by service provider.*

**5.3 Method of Payment :-**

**Payment shall be based on monthly basis for Digitization work after showing all log reports and the number pages/ data digitized keeping all parameters. The bill is to be produced by 5<sup>th</sup> of every month and payment will be released at the earliest subject to availability of funds. *Before processing the Invoice the procedure as mentioned in point no 5.1 and 5.2 shall be strictly followed by service provider.***

**The Bidder is responsible for completing the scope of work specified in this Tender. The High Court of M.P. may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the High Court of M.P.**



## Section – VI

### **GENERAL CONDITIONS OF THE CONTRACT (GCC)**

#### **6.1 SPECIFICATIONS :-**

The Project to be executed under this contract shall conform to the Technical Specifications given in this tender.

#### **6.2 PERFORMANCE GUARANTEE :-**

The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value valid for a period of 38 **months** within 15 from the date of contract.

##### **6.2.1 Bank Guarantee :-**

The Bank Guarantee issued by following banks would be accepted.

- (i) SBI or its subsidiaries,
- (ii) Any Indian Nationalized Bank/Scheduled Bank.

##### **6.2.2 The Performance Guarantee shall be as per the format approved by the "Registrar General, High Court of M.P., Jabalpur"**

##### **6.2.3 The Performance Guarantee shall be payable to the Registrar General, High Court of Madhya Pradesh as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The High Court of Madhya Pradesh will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.**

#### **6.3 PRICES :-**

##### **6.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. However, increase or decrease of taxes / levies during the period of contract will pass over to the High Court.**

#### **6.4 Rights of Registrar General, High Court of M.P. : -**

##### **6.4.1 *The Registrar General, High Court of M.P. reserves the right to make changes within the scope of the work at any point of time.***

6.4.2 The Registrar General, High Court of M.P. reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders .

**6.5 TIME SCHEDULE FOR COMPLETION OF THE CONTRACT :-**

6.5.1 **The successful bidder shall complete the assignment within 3 Years from the date of signing of contract.**

6.5.2 The Service Provider shall ensure that the delivery of cleaned tiff images/ equipment and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the High Court of Madhya Pradesh reserves the right to either cancel the Contract and/or recover Liquidated Damages.

6.5.3 The Service Provider, if faced with problems in timely delivery of services, which have dependencies on the other vendor which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Registrar General in writing, about the causes of the delay and tentative duration of such delay etc. The Registrar General on receipt of such intimation shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

6.5.4 Any **delay by** the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i. Forfeiture of Performance Bank Guarantee
- ii. Imposition of Liquidated Damage charges
- iii. Termination of the contract for default.
- iv. Blacklisting of the Successful Bidder

## **6.6 LIQUIDATED DAMAGES :-**

If the Service Provider fails to perform the services within the time period(s) and unable to meet out the targets specified in the tender, the Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for delay of every week (seven days) or part thereof, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

## **6.7 FORCE MAJEURE :-**

6.7.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

6.7.2 If a Force Majeure arises, the Service Provider shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Service Provider shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Service Provider shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

## **6.8 TERMINATION :-**

6.8.1 **Termination on expiry of the CONTRACT :-** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General,

High Court of Madhya Pradesh exercises its option to extend the Contract in accordance with the provisions, if any, of the Contract.

- 6.8.2 **Termination on account of Force Majeure** :- Registrar General, High Court of Madhya Pradesh shall have the right to terminate the Contract on account of Force Majeure.
- 6.8.3 **Termination on account of insolvency**: In case the Service Provider, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in Writing have the right to terminate the Contract and all the rights and privileges of the Successful Bidder hereunder, shall stand terminated forthwith.
- 6.8.4 **Termination for breach of contract**: Any breach by the Service Provider of its obligations hereunder unless rectified by the Successful Bidder demanding rectification shall result in termination of contract within 30 days of receipt of the notice therefore the Successful Bidder shall surrender all the data and materials belonging to the High Court of Madhya Pradesh.
- 6.8.5 **Termination for delay**: Service Provider shall be required to perform all activities/services as per the terms and conditions mentioned in the tender document. If the Service Provider fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving a notice in writing unless Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages as per tender.
- 6.8.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving notice without assigning any reason.
- 6.8.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the

provisions of the Agreement that reasonably require some action or forbearance after such termination.

6.8.8 In case of termination of Contract herein set forth the Service provider shall be put on holiday *[i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between Registrar General, High Court of Madhya Pradesh and that particular Service Provider / Bidder (as a bidder) has not been finalized]* for two years from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Service Provider / Bidder.

**6.9 ARBITRATION :-**

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with “**The Arbitration and Conciliation Act, 1996**”. The decision of the arbitrator shall be final and binding upon the parties.

**6.10 GOVERNING LAWS AND JURISDICTION:-**

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Jabalpur.

## **Section – VII**

### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

#### **7.1 GENERAL :-**

Apart from the clause in the “Instructions to the Bidders” given in Section II & the conditions given in General Conditions of Contract given in section VI, the conditions given herein shall also prevail.

#### **7.2 EQUIPMENTS AND SUPPORTING ACCESSORIES / SOFTWARE :-**

All the equipments / systems / items to be used for Digitization project to be installed shall conform to the relevant technical specifications and standards as per Tender Document. The equipments are to be new and in good working condition and to be properly maintained by the bidder/service provider.

#### **7.3 SITE ACCEPTANCE TESTS (SAT) :-**

7.3.1 The High Court of M.P. shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Service Provider / Bidder to confirm that the performance of the entire installation satisfies the specification requirements. The Registrar General, High Court of Madhya Pradesh reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

7.3.2 The Registrar General, High Court of M.P. reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location.

7.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments **with proper integration with other sub components, applications and software’s.**

7.3.4 The Service Provider / Bidder shall carry out the Site Acceptance Tests in the presence and supervision of the Registrar General or its designated Officer at the site. Service Provider / Bidder, at its own cost, shall provide the testing of equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

- 7.3.5 The Employer or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the Service Provider / Bidder to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 7.3.6 The Service Provider / Bidder shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Madhya Pradesh, Jabalpur.
- 7.3.7 Any components or modules failing during the acceptance tests shall be corrected / changed free of cost by the Service Provider / Bidder. These replacements shall not be made out of spares supplied by the Service Provider / Bidder as part of supplies under this Contract. This shall also not entitle the Service Provider / Bidder to any extension of completion time.
- 7.3.8 The cost of all test and / or analysis shall be fully borne by the Service Provider / Bidder.
- 7.3.9 The completed installation at all stages shall be subjected to checks and tests as decided by the Registrar General, High Court of M.P. The Service Provider / Bidder shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

#### **7.4 CONSIGNEE AND SECURITY OF EQUIPMENTS :-**

Security of all equipments that will be installed by Vendor in the section where the Digitization work is in progress shall be the responsibility of Service Provider and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the Service Provider / Bidder shall be responsible for the same.

#### **7.5 SERVICE LEVEL REQUIREMENTS – SLA :-**

##### **7.5.1 Service Hours and Preventive Maintenance :-**

The Service hours for all the **Digitization Work** would be ***working days from 09:00 A.M. to 06:00 P.M.***

### 7.5.2 **Scheduled Downtime :-**

- (a) Scheduled downtime is defined as the period of time when the hardware is not functioning on account of Holiday.
- (b) It will be expressed in Hours.
- (c) The maximum scheduled downtime would be one day in every calendar month.
- (d) The maintenance of application would be carried out with a minimum advance notice of 24 hours in writing and acceptance of the same by Registrar General, High Court of Madhya Pradesh.

### 7.5.3 **Mean Time To Resolve (MTTR) :-**

- (a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time.
- (b) The Severity Levels for measuring MTTR are provided in the following table:

S. No.	Severity Level
1	High
2	Low

7.5.4 The various Service Level Requirements and related penalties for default are given below:

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to resolve (MTTR)	(i) <b>Within 24 Hours from the call logging time</b> – for all High Severity events (ii) <b>Within 48 hours from the time of attending the problem</b> for all Low severity events	Calculation of fault duration per instance based on complaint reported / logged	(i) For High Severity events, Rs. <b>5,000/-</b> . (ii) For Low Severity events, Rs. <b>2500/-</b> .

#### 7.5.4.1 **The Service provider needs to maintain the Service Levels as follows :-**

- (a) 99% of the times for the MTTR of High Severity Events
- (b) 95% of the times for the MTTR of Low Severity Events



- 7.5.4.2 The penalty will be applicable on per fault / failure basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the Service Provider / Bidder.
- 7.5.4.3 After the expiry of the contract it shall be optional for the Registrar General, High Court of Madhya Pradesh not to enter the contract further with the Service Provider / Bidder. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Service Provider / Bidder it reserves the right to terminate the same during its currency, after **giving notice** to the Service Provider / Bidder.
- 7.5.4.4 The Service Provider has to maintain adequate SLA (Service Level Agreement) parameters as mentioned by the Registrar General, High Court of Madhya Pradesh. Any cost involved to meet the service level requirements specified above is to be borne by the Service Provider.
- 7.5.4.5 In case the Service Level Requirements are violated continuously for a period of 15 days, the Registrar General, High Court of Madhya Pradesh reserves the right to terminate the Contract by giving a notice to the Service Provider.

## **7.6 Penalty Clause :-**

**For all the mentioned process in Point no. 3.1, 3.4, 3.5, 3.6 of the Tender penalty clause shall apply as follows:**

- 7.6.1. **Quality Checking: If at the time of Quality checking of record which has been scanned and cleaned by the Digitization Vendor, it is found that there is a variation in the actual physical file and the scanned image of the case/document then rejection will be marked by High Court team and a penalty of Rs. 500 per case per rejection shall be levied. If the pointed out rejection has been corrected by Vendor and even after this the same rejection is being repeatedly reported by High Court user then a penalty of Rs. 600/- in addition to the Rs. 500 per**

**case shall be levied. Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 on per day per rejection shall be levied on Vendor.**

**Section VIII**  
**Submission Forms**

**Note: All the Forms / Formats given in the Tender document MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the tender.**

**8.1 General Submission Forms :-**

S. No.	Criteria	Submission List	Attached with Deviation / No deviation
1	Covering Letter	Form G -1	
2	Certificate as to Corporate Principal	Form G- 2	
3	Vendor Details Form	Form PQ-1	
4	Bidder Annual turnover Detail Form	Form PQ-2	
5	Bidder Form	Form PQ-3	
6	Performance Guarantee Format	Form PQ-4	
7	Certificates	Form PQ-5	
8	Details for online tender fees of Rs. 5,000/- (Five Thousand Only)(Non-refundable)	GENERAL	
9	Details of Online Earnest Money Deposit of Rs. 10,00,000/- (Ten Lakh Only)	GENERAL	

**8.2 Technical Proposal Submission Form :-**

S. No.	Criterion	Submission List	Attached with Deviation / No deviation(Y/N)
1	<b>Experience of undertaking similar assignments / Projects.</b> Work Satisfaction certificate from the concern organization for which the Project has been executed.	Form T- 1 Form T- 2	
2	Details of Process as how the Scanning and Cleaning of different records and will be done by Vendor.	Form T- 3 ( <i>Write up / Note</i> ) and <i>copy of presentation thereof</i>	
3	Equipment Proposed to be installed at High Court of M.P., Jabalpur and its Bench at Indore and Gwalior ( Hardware )	Form T- 4	
4	Annexure related to Certificates to be enclosed by Vendor	As per requirement	

**8.3 Financial Proposal Submission Forms :-**

S. No.	Criterion	Submission List
1	Summary of Costs (With Breakup) with details (costs should include all of taxes & duties with breakup)	Form F - 1

## **Form G - 1**

### **Covering Letter**

To,  
The Registrar General,  
High Court of M.P.  
Jabalpur.

Respected Sir,

We, the undersigned, offer to provide the Services for the Project for Digitization of the High Court of M.P. records in accordance with your tender document dated ----- . We are hereby submitting our Proposal, which includes this Technical Proposal.

We are submitting Proposal as under

- a) We hereby declare that we have fully read, understood and accepted the entire scope of work and all terms and conditions of this tender document [In case of any deviation or non conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations].
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by the Registrar General High Court of M.P., Jabalpur shall be deployed for the project.
- d) We undertake, if our Proposal is accepted, to initiate the Digitization Services related to the assignment not later than the Mobilization Date indicated in the Bid Data Sheet.
- e) If our Bid is accepted, we commit to provide a Performance Security as specified by the Registrar General, High Court of M.P., Jabalpur.
- f) We undertake to setup the Digitization Centre within the High

Court of M.P. with all the required hardware, software and support services within the pilot phase and carry out all scanning and cleaning work within High Court of M.P. premises.

- g) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity, without the prior written permission of the Registrar General, High Court of M.P. and that such permission shall be granted in very rare cases and at the sole discretion of the Registrar General, High Court of M.P., Jabalpur.
- h) We undertake that at all stages and at all times, we will be fully responsible for - maintaining the confidentiality of all artefacts, assuring their safe upkeep, and assuring that no artefact (either in physical or electronic form) shall be **copied, reproduced, used or allowed to be used for any purpose, other than as stated in the High Court of M.P. contract.**
- i) Breach of any of the above clauses will entitle High Court of M.P. to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- j) We understand and accept High Court of M.P. is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,

Authorized Signature [In full]:

Title of Signatory:

Name of Bidder:

**Form G - 2**

**Certificate as to Corporate Principal**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

**(To be signed by any of Board Director or Company Secretary,  
duly authorized)**

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of  
the Company under the laws of \_\_\_\_\_ and that  
\_\_\_\_\_ who signed the above tender is authorized to  
bind the Company / Bidder by authority of its governing body.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

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

**Form: PQ-1**

**VENDOR / BIDDERS DETAILS**

<b>Sl. No.</b>	<b>Description</b>	<b><u>Indicate also page number where attached</u></b>
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
6.	Minimum CMMI3 certification or above, ISO, Security Certification ( <b>Please attach copy</b> )	
7.	GST Registration No. (Please attach)	
8.	GST Return (Please attach copy of latest return).	
9.	Experience Certificates of 5 years in providing digitization services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies.	
10.	Details of Online <b>Bid Security/Earnest Money Deposit:</b> a) Amount: b) Date: c) Reference No.:	
11.	Details of online Tender Fees: a) Amount: b) Date c) Reference No.	

**Form: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From (Name & Address of the Statutory Auditor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

The Registrar General,

High Court of Madhya Pradesh,

Jabalpur

Ref.: \_\_\_\_\_

Sir,

We hereby certify that the average annual turnover of M/s.  
\_\_\_\_\_ (name of the bidder) is not less than **Rs. Ten**  
**Crore** during the last three financial years.

Sl. No.	Firm	2017-18	2018-19	2019-20
		Amount	Amount	Amount
1				

**Yours Sincerely,**

**(Signature of Statutory Auditor)**

**Name of the Statutory Auditor:**

**Name of the Statutory Auditor Firm:**

**Seal:**



## **BID FORM –PQ-3 (1 sheet)**

**Tender No. :**

**Date:**

To,

**The Registrar General  
High Court of M.P.,  
Jabalpur (M.P.)**

**Respected Sir,**

1. Having examined the conditions of contract and specifications in the tender document and annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Project for Digitization of High Court Records on Turnkey Basis for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any

bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

**Dated this ..... day of ..... 2021**

**Name and Signature** .....

**In the capacity of** .....

**Duly authorised to sign the bid  
for and on behalf of** .....

**Witness** .....

**Address** .....

**Signature**

## **PERFORMANCE GUARANTEE FORMAT(PQ-4)**

In consideration of the **Registrar General, High Court of M.P., Jabalpur** (hereinafter called High Court of M.P., Jabalpur) having agreed to \_\_\_\_\_ (hereinafter called ‘the said Service Provider / Bidder(s)’) from the demand under the terms and conditions of an agreement made between \_\_\_\_\_ and \_\_\_\_\_ for ----- . (hereinafter called “the said agreement”), of security deposit for the due fulfillment by the said Service Provider / Bidder(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for -----/ ( Rs. \_\_\_\_\_ ) we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as “the bank”) at the request of \_\_\_\_\_ (Service Provider / Bidder(s)) do hereby undertake to pay to the High Court of M.P., Jabalpur an amount not exceeding Rs.-----/- (-----) against any loss or damage caused to or suffered or would be caused to or suffered by High Court of M.P., by reason of any breach by the said Service Provider / Bidder(s) of any of the terms or conditions contained in the said Agreement.

1. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Registrar General, High Court of M.P. by reason of breach by the said Service Provider / Bidder(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider / Bidders(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of High Court of M.P. in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----/- ( In rupees ).
2. We under take to pay to the High Court of M.P. any money so demanded notwithstanding any dispute or disputes raised by the Service Provider / Bidder(s)/supplier(s) in any suit or proceeding

pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider / Bidder(s)/supplier(s) shall have no claim against us for making such payment.

3. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the High Court of M.P. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar General, High Court of M.P. certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Service Provider / Bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of \_\_\_\_\_ (period as specified in the contract) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4. We (name of the bank) \_\_\_\_\_ further agree with the Registrar General, High Court of M.P. that the Registrar General, High Court of M.P. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider / Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Registrar General, High Court of M.P. against the said Service Provider / Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider / Bidder(s) or for any forbearance, act or omission on the part of the Registrar General, High Court of M.P. or any indulgence by

the Registrar General, High Court of M.P. to the said Service Provider / Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider / Bidder(s)/supplier(s).
6. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **Registrar General, High Court of M.P. in writing.**

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_

(Indicate the name of bank)

## C E R T I F I C A T E S (PQ-5)

### **WE CERTIFY THAT :-**

1. We will not LEAK / DISCLOSE any information of the High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender document are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of the High Court Database and software.

***Authorized Signatory***

*(Seal of the Company)*

## Form T - 1

### Experience of Similar Work

#### Project Detail Sheet (Serial No.)

Project name:	Approx. value of the contract (in Rs):
Country:	Location within Country:
Name of Client(s):	Total No. of person-months of the assignment:
Your firms role on the project :	Approx. value of the services provided by your Bidder under the contract (in current Rs.): Number of person-months provided by your Bidder:
Start date (month/year):  Completion date (month/year):	Number of professional person-months provided by the JV partners or the Sub-Service Provider / Bidders:
Address and Contact Details of Client: (Please provide email and mobile number of Client's representative who can be contacted for vetting project details)	
Name of Joint Venture partner or Service Provider / Bidders, if any:	

Name of Senior Staff (Project Manager/Coordinator, Team Leader) involved the Bidder and functions performed indicated whether regular full-time employees of the Bidder or part-time/independent
Narrative description of Project in brief:
Description of actual services provided by the Bidder in the assignment: Also mention the type of historical records digitized on the project, if any.

- Please enclose contract letters, agreements, project completion certificates and other similar papers to provide documentary proof for the Project Details Sheets that have been submitted.





## **Form T- 3**

### **Project Approach, Methodology and Innovativeness**

Describe the proposed approach and methodology for completing the assigned work for the project in not more than 05 pages (examples, detailed notes, standard handouts, company brochures, white papers, sample manuals etc. should be included as Annexure and therefore would NOT be counted in the 05 pages (A-4 size) limit for the main Technical proposal)

Include all the items detailed below:-

#### **1. Project Management :-**

Outline your approach for implementation of this project keeping in mind the scope of work and the unique nature of the High Court of M.P. holdings. Include the following in your Project Management Methodology:

- a) Your Vision for High Court of M.P. Digitization
- b) Project Management Plan
- c) Project Team Structure
- d) Project Tasks
- e) Project Deliverables
- f) Project Milestones (Mentioning Start Date and End Date)

#### **2. Artefact Digitization Methodology :-**

For each type of artefact describe the proposed process of scanning and cleaning, including the following details:

##### **a) Artefact preparation.**

- i. Detail how you intend to prepare records for scanning (include unbinding, repairing, cleaning, rebinding as necessary).
- ii. Highlight the staff and time requirements for this process and how you will maintain the required rates of scanning.
- iii. Records Integrity and safety: Describe the procedure you would be following for safe handling and return of records.

##### **b) Scanning Methodology:-**

- i. For each category details the staff and equipment that will be used to capture the scanned image.
- ii. Describe the scanning and cleaning process for each

artefact.

Vendor needs to prepare a Note (not less than 5 pages) for the Project Approach and Methodology and Innovativeness and also to prepare a presentation on the same.

**Form T - 4**

**Equipment Proposed to be installed at HIGH COURT OF M.P.**

Hardware proposed to be installed and used at the High Court of M.P. Digitization Centre by the Service Provider, at the time of commencement of Pilot Phase.

Artefacts	Artefacts Quality	Proposed Equipments / Device(s) for Digitization	Key Specifications of Equipment / Device(s)	Reasons for Selection of Equipment / Device(s)
<b>Gazette Notifications</b>	Good (A)			
	Fair (B)			
	Poor (C)			
<b>Judicial Records</b>	Good			
	Fair			
	Poor			
<b>Administrative Records</b>	Good			
	Fair			
	Poor			
<b>Books</b>	Good			
	Fair			
	Poor			
<b>ILR Publications</b>	Good			
	Fair			
	Poor			
<b>Other papers</b>	Good			
	Fair			
	Poor			

**Vendor has to disclose that what hardware they will use for scanning MAPs (Black and white, Color), Large Size Landscape papers, if required.**

The specifications and features of the equipment proposed to be installed at the High Court of M.P. Digitization Centre used for Scanning.

Once the contract is awarded, the High Court of M.P. reserves the right that the Service Provider to replace any suggested equipments/ devices, with a superior one, if the High Court of M.P. has reasons to believe that such equipment / device shall not be able to deliver the expected **Quality or Volume**.

Similarly, post contract award, in case the Service Provider wishes to replace any of the equipment/device, it has proposed in its Proposal with another one, it can do so only after seeking prior written approval from the High Court of M.P. and furnishing adequate justification for such a replacement. The Registrar General, High Court of M.P. will accord such an approval only if it is convinced that the new replacement is superior to the one proposed to be replaced.

**Form F - 1**

**Financial Proposal**

Please ensure that you only use the **Table A** for submission of Financial Proposal.

**Table-A**

<b>Sn .</b>	<b>Type of Record that is to be Digitized</b>	<b>Minute description of Record</b>	<b>Tentative count of pages to be scanned</b>	<b>Unit Rate (rate per page /image)</b>	<b>Taxes</b>	<b>Amount (Inclusive of Taxes)</b>	<b>Total Amount</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>06</b>	<b>07=05+06</b>	<b>8=4x7</b>
<b>1</b>	<b>Judicial</b>	<b>Fresh Cases</b>	<b>18645000</b>				
		<b>Loose Document</b>	<b>6420000</b>				
		<b>Pending After Hearing Cases which are to be completely scanned</b>	<b>1570750</b>				
		<b>Pending After Hearing Case which are to be partially scanned</b>	<b>2997540</b>				
		<b>Pending Disposed Cases (Currently Decided Cases) which are to be completely scanned</b>	<b>1410000</b>				

		<b>Pending Disposed Cases (Currently Decided Cases) which are to be Partially scanned</b>	<b>2046000</b>				
		<b>Old Disposed Cases ( which are to be completely scanned)</b>	<b>994000</b>				
		<b>Old Disposed Cases ( which are to be partially scanned)</b>	<b>3039420</b>				
		<b>Old Disposed Digitized Cases which were earlier scanned but now some rejections (missing pages or poor quality scanned) are being identified by Elimination or Quality Checking team</b>	<b>4160000</b>				

2	Administrative Record	Records kept in a centralized space or various section	2500000				
3	Other type of Records	Records or Books kept in a centralized space or various section or in Library	700000				
	Total		44482710				

**Note \*:-** The Number of items to be digitized may increase / decrease depending upon requirement of the High Court of M.P. and payment shall be made in same proportionate.

**The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**



**User Acceptance Test/Acceptance Test Schedule/Site**  
**Acceptance test/Pilot Phase Testing**

**Aim:** High Court of M.P. intends to execute the Digitization project for Judicial and Administrative records

**Scope:** Digitization Project has been started in High Court of M.P., Jabalpur and its Benches at Indore and Gwalior long back and there are mainly two types of documents in each record type. First one is that records are to be completely scanned and second one record are to be partially scanned. These conditions are existing because two different vendors have executed the project at all the three places. Hence Process oriented approach is to be followed for current Digitization project. Hence detailed processes are mentioned in section III of the Tender document and Vendor has to implement the Project based on these processes. Both Technical evaluation and Financial Evaluation are to be done on the basis of process based criterions. Also for Scanning and cleaning work for the Digitization Project, since all computer and network hardware is to be provided by Vendor for project, the specifications of the deploy hardware has importance. The ultimate aim of the project is that Vendor should scan the correct record and the scanned record should be as good as good replica of the original record. Hence Quality of the record is required in a correct way. Hence in Scope of all the User Acceptance Test/Acceptance Test Schedule/Site Acceptance test/Pilot Phase Testing shall pervades to:

1. **Computer and Network Hardware:** Computer and Network Hardware Deployed by the Vendor at all the three places for Digitization centre. This shall also be evaluated on the basis of information as furnished by successful Vendor in Form T4. Further the deployed hardware shall be tested by a team of official deputed by Registrar General in light of proposed Digitization work.
2. **Digitization Software:** DMS shall of High Court's its own. Through this Vendor has to execute all the Digitization process.

**3. Digitization Project implementation and execution: following shall be tested by the team deputed by Registrar General:**

- The functionality of the hardware and software (in relation to the deployed hardware) shall be tested
- The sufficient competent manpower has been deputed or not by the Vendor shall be tested.
- Technical Specification of the generated Digitized(Scanned and cleaned) image shall be tested
- Digitized data is being uploaded in DARIMS/DMS in an effective or not.
- Digitization Processes related to different administrative sections must be successfully implemented up to the satisfaction of section in charges.
- Clearing of marked rejections in a correct way and in correct time.

**4. Pilot Testing: Sample of 02 Lakh pages shall be taken representing all the type of records. The detailed procedure for Pilot testing has been mentioned in Section III (Point 3.6). Test shall be carried out for all the ancillary processes for Digitization of all type of records as mentioned in Tender document.**