

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

## **// CLARIFICATION //**

No. Reg(IT)(SA)/2023/ **1282**

Jabalpur, Dated: **04.10.2023**

**Sub:-** The matter regarding to publish the clarification / reply of pre-bid meeting dated: 12<sup>th</sup> September, 2023 regarding the tender for Digitization of the District Court Records on "Turnkey Basis" with reference to tender no. Reg(IT)(SA)/2023/1122, dated: 02-09-2023.

**Ref:-** Pre-Bid Meeting dated: 12<sup>th</sup> September, 2023.

### **Reply / clarification to the pre-bid queries**

In this regard, it is to further submit that on the basis of query submitted by the bidders, the detailed reply / clarifications is prepared and the same enumerated as per details given below:-

<b>Query No.</b>	<b>RFP Reference (Section No. /Page No.)</b>	<b>Content of RFP Requiring Clarification</b>	<b>Query of the bidder / remarks of the bidder</b>	<b>Reply / clarification to the query /remarks by the High Court</b>
<b>M/s Ajeya Tech Solutions Private Limited (11-09-2023)</b>				
1	Page No.- 39	3.5.3 Setting Up Digitization Facilities:- 3.5.3.1 IT Infrastructure	As NAS is not in the scope of bidder, Who will provide NAS storage which may required digitization at each remote site	NAS shall be provided by the High Court.

			We recommend a mandate for the required DMS needs to be on a Cluster accounting for failover and load balance? This is essential to enable usability of the solution and data	Yes Changed
	Page No.- 41	3.5.3.3 Physical Infrastructure	We would like to recommend a centralized DMS solution accessible to remote digitization location to upload the content after the digitization, subject to approval from Authorized Committee or Person. This will enable better operation management and support	Yes Changed
			Is there any Archive Storage or Backup storage scope in central location preserve and Archive the data for long term?	Shall be internally decided by the High Court.
			What is the storage that will be provided by the courts? Please help with data processing capability and bandwidth ? This will help	Vendor has to Analyze.

			plan optimum infrastructure ?	
			What is the process of cleaning the scanned images using the District Court Digitization Software? Is the process automated or manual?	Both
			for the other systems and applications our platform will be expected to integrate with	Yes Changed
	Page No.- 160	Point No: 15 Solution should have separate locations for i) Archival copy storage ii) Archival copy recovery copy iii) Content in process for archival iv) Backlog management for in process content	1. May we have the information of the location number where Archival copy storage would be considered? 2. Is there any requirement of Metadata and Indexing requirement in DR or Archive location along with Archive storage	1.At two locations (Indore /Jabalpur) at a time. 2. Metadata required in the cases which are not available in the CIS system.
	Page No.- 161	Point No: 20 ix) Services to manage disk based storage and hierarchies of archived contents	Considering the parameter and archive prospective, can we have the technical compliance from MP High Court for each Storage category wise (Teir-1, Tier-2 & Tier-3) ?	To follow ecosystem of SOP as suggested by Supreme Court of India.

			or Bidder can offer any type of storage as per their ecosystem	
	Page No.- 129	Annexure D.5 • State-of-the-art digital repository infrastructure in terms of data centre environment, cloud infrastructure, storage, disaster recovery site, high speed network connectivity	1. Please suggest, if the required centralized infrastructure is required Tier-3 datacenter considering Green Datacenter initiatives.	Yes Changed
			2. Please suggest, if bidder can offer Meity Certified Public Cloud or Hybrid structure, where On Premises Central data repository and Infra would be consider only DR Setup would be consider in Public Cloud or Private Cloud infrastructure on premises where Entire Infra would be in on premise Data Centre with Could architecture facility, application can be based on Virtual and Container based orchestration to consider much more flexibility.	On premises Central Data Repository.

	Page No.- 139	Annexure D.14 Multiple copies stipulated by the 3-2-1 backup rule protected from losing primary data. Storing multiple copies ensures that there is no single point of failure and data is safe. 3-2- 1 backup rule should requires to maintain at least 3 backups of data (Primary copy + 2 copies on storage media + 1 copy at DR location).	1. Considering this point, should we consider the IT Image backup structure with structured data backup or we can consider both Structure data and unstructure data back & archive?  Is data storage for primary copy, DR Site and Archival storage scope responsibility of the Implementation partner within this tender only?  Should Storage for Primary copy of data at tehsil's , session courts and district court will require storage with integration to DC be considered with redundant architecture within the scope of the implementation partner in the current tender  Pls suggest if archive storage feature should be in Cold storage category reading & writing structure should over the Direct API with HSM	Both can be considered.  No  No
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			without exposing the network volume?	
	Page No.- 11	<p>2.1 Subcontracting 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 Madhya Pradesh. No sub contracting is permitted. 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 / Agreemen</p>	<p>The project involves multiple scope skills which are a challenge to source all within the organisation , Sub contracting may kindly be approved to enable smooth execution and availability of right specialised skills.,</p>	No sub-contracting of the tender is permitted.
<b>M/s Iron Mountain (11-09-2023)</b>				
2	Page No.- 20 2.29 Price Offer and Taxes 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 and any increase of change in rate	Kindly consider the clause no. 6.3.1, page 72 inplace of this	Yes Changed

		of Taxes shall be passed to the Firm and decrease of change in rate of Taxes shall be passed to the High Court.		
	Page No.- 72 6.3.1 Prices	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.	Request you to keep this clause instead of 2.29.2 on page 20	Yes accepted
	Page No.- 34 Section III Scope of Work	However expected ratio of files that are to be un-binded and rebinded in actual (Old Registers or old artifacts) is very less.	Request you please give a approx. % of such old documents which requires unbinding & rebinding.	Not possible at this point of time.
	Page No.- 34 Section III Scope of Work	Pending Disposed Cases (current disposed cases), After Hearing Pending Cases apart from the activities like receiving of case file (or document), Document unbinding, Scanning, re-binding of case files (documents) ,Dispatching of files the work of document	Request you kindly help us with the procedure or identifier through which a prospective bidder can identify & segregate the documents which need not to be scanned.	Yes, the necessary assistance shall be given by the IT team of the High Court.

		segregation (to identify the record which is not scanned) shall also be on part of vendor and After Hearing of pending cases, the ratio of such cases would be much less against the total volume wherein segregation needs will be done.		
	Page No.- 34 Section III Scope of Work	After the work of scanning and cleaning, the Indexing cum Quality checking work shall be done by High Court deputed manpower at District Courts. The indexing and final quality checking shall be done by the team deployed by the High Court and District Courts.	(1) Is it correct to assume that Indexing & Quality check will be performed by the High Court deputed manpower and it is not in the scope of scanning bidder? (2) Also please confirm the TAT of Indexing and QC by High Court. (3) In case of quality rejection, please confirm how the file will be given to vendor for rescanning	Yes. The TAT shall be decided on mutually agreeable basis.
	Page No.- 34 Section III Scope of Work	After Indexing and Quality checking the PDF files shall be generated by District Court Digitization Software automatically.	Is it correct to assume that the PDF file generation software will be provided by High Court / District Court?	No change



<p>Page No.- 36 Section III Scope of Work</p>	<p>3.3 Description of High Court of Madhya Pradesh Holdings that following records are required to be digitized: - Fresh Case Files - Pending Disposed Case Files - Pending After-Hearing Case Files (that are to be either completely scanned or to be partially scanned ( as some record is already scanned and some record is still remaining to be scanned) - Disposed Case Files</p>	<p>Request you kindly help us with the <b>approx. number files of each type of case files at each court.</b> This information will help us in assessment of project requirement, project planning and management.</p>	<p>Please read page no. 97 (BOQ) for approximate requirement. In case of further query, please visit IT Wing of the High Court of Madhya Pradesh, Jabalpur.</p>
<p>Page No.- 40 Section III Scope of Work</p>	<p>3.5.3.2 Manpower Successful bidders should also have a dedicated regular team of fulltime project managers, quality control experts, Legal experts, scanning operators and document classification experts for timely completion of the project. Legal expert will check in daily parameters of the digitized records. One Legal expert at each District Establishment shall be provided by the</p>	<p>Instead of legal experts, please change it to digitisation domain experts.</p>	<p>No Change</p>

		Vendor. Successful bidder should be ready to deploy required manpower per Court. Successful Bidder should increase the number of manpower based on the requirement, to complete the project in the stipulated timeframe.		
	Page No.- 12 Clause 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. Site In charge /Team Leader is required at 50 District Courts.	50 team leaders having minimum 3 years of experience in digitization will have to be hired. Request that dedicated project manager can be allocated with off roll team leaders through our HR partners. Availability of experienced manpower at such level could be difficult.	No change
	Page No.- 40 Clause 3.5.3.3	Physical Infrastructure - Furniture: The successful bidder will have to install the required	Requesting the court to make necessary arrangements of furniture. Arrangement of	No Change

		furniture of reputed make from their own resources.	furniture on simultaneous sites will be difficult.	
	Page No.- 22 Clause 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 Madhya Pradesh, and the same may be assigned by the High Court of Madhya Pradesh 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 Madhya Pradesh. The Bidder shall ensure that while it uses any	Need to know which license and approval required to be obtain by IM to use goods and equipment.	Depending upon the project requirement.

		<p>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 Madhya Pradesh indemnified against all costs, expenses and liabilities Seal and Signature of the bidder Page 22 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/licens e terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or Service Provider during the course of performance of the Related Services.</p>		
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	Page No.- 30 Clause 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.	Need to know in advance which security rules and procedure IM have to follow	Standard security procedure as per Government norms for security of court permission in order to keep Court premises secure.
	Page No.- 32 Clause 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.	Please get more clarity on any loss / obligation, monetary terms	

	<p>Page No.- 55  Clause 6.6  LIQUIDATED  DAMAGES</p>	<p>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</p>	<p>If there are delays in providing the required resources from Court's end for performing the deliverables for executing the work, then how often would this be reviewed to have a revised dates, If the contract period extends beyond the contract period then the delay should be compensated and also no other penalties or Liquidated Damages should be imposed</p>	<p>If there is delay in the part of court side, then no penalty shall be imposed on the vendor</p>
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<p>Page No.- 27 Clause 2.41.1 EMD</p>	<p>The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.</p>	<p>Is the EMD to be submitted as DD or the copy of it submitted online given the 6month validity requirement. In case if the bidder is not successful, how would the money be returned</p>	<p>Money will be refunded through online mode with the help of tender portal.</p>
<p>Page No.- 79 Clause 6.2.1 PBG</p>	<p>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 3% of the Contract Value valid for a period of 38 months</p>	<p>The performance BG has to be limited to specific performance which needs to be substantiated (Measured), Unconditional does not have a defined criteria.</p>	<p>No Change</p>

		within 30 days from the date of contract.		
	Page No.- 79 Clause 6.2.3 PBG	The Performance Guarantee shall be as per the format approved by the “Registrar General, High Court of Madhya Pradesh, Jabalpur”	Nationalised Bank are specific on the BG languages and have always come with changes in the wordings, hence this has to be mutually agreed between Highcourt and Nationalised bank	Yes accepted
	Page No.- 79 Clause 6.2.4 PBG	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.	Kindly define the warranty obligation, if its irrelevant, please consider to remove it	If any software /hardware is purchased for meeting out the requirement of the digitization project then it will be applicable .



<p>Page No.- 39 Clause 3.5.3.1 IT Infrastructure</p>	<p>Successful bidder should be ready to deploy scanners and other IT equipments [computers, servers (NAS is not part of scope of work), UPS etc.] per District &amp; Tehsil Courts as per the volume of work to carry out digitization work.</p>	<p>Does the bidder need to provide server or High Court will provide access to their DARIMS Software for the storage of Raw TIFF files?</p>	<p>Bidder has to provide servers.</p>
<p>Page No.- 41 Clause 3.5.3.3 Physical Infrastructure</p>	<p>STORAGE: The storage shall be arranged by the High Court for data storage and once the digitized images once being uploaded to DARIMS/DMS, the vendor has to remove the digitized data immediately with permission of the High Court.</p>	<p>The RFP has asked for DMS to be provided by Bidder. Then the RFP also states all data to be uploaded to DARIMS - which is High Court Software. Kindly clarify which DMS is to be used for storage of TIFF copy and final PDF copy</p>	<p>DMS to be provided by the bidder, as per SOP 1.1 of e-Committee Supreme Court of India and condition given in tender document .</p>
<p>Page No.- 44 Clause 3.5.4.2 Indexing cum Quality checking work:</p>	<p>indexing parameter already made available in District Court Digitization Software. For example scanned and cleaned document of Final Judgment will be indexed with the indexing parameter "Final Judgment" in District Court Digitization Software. After scanning,</p>	<p><b>(1)</b>Kindly share clarity on the process - does the bidder need to use High Court software for Indexing/image cleaning, correction and QC? <b>(2)</b> The clause states that Indexing will be done by District Court deputed team - in that case , does the bidder</p>	<p>Bidder need to use the High Court software for scanning, cleaning, correction , segregation and QC.</p>

		cleaning and quality check by the vendor, case files will be sent to concerning section (Filing Centre) by the vendor where District Court deputed team shall do the Indexing cum Quality checking work for the scanned and cleaned record by vendor. Indexing shall be done by the District Court deputed team as per the approved indexing parameter by High Court of Madhya Pradesh.	need to only scan the documents and do NO indexing?	
	Page No.- 22 Clause 2.33.1 Intellectual Property Rights	The High Court of Madhya Pradesh shall own all the software items if any cost has been paid to vendor paid for efficient implementation of process. All licenses procured for the High Court of Madhya Pradesh/ District Courts, work, must be in the name of "Registrar General, High Court of Madhya Pradesh, Jabalpur".	What does Own all software mean?	If service provider purchase software for the project, but the ownership will be with High Court.

<p>Page No.- 24 Clause 2.36 Right to Have Work Executed</p>	<p>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 Madhya Pradesh, 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</p>	<p>There seems to be no remediation offered here. How will this be monitored real time by the client</p>	<p>With the help of monitoring software.</p>
<p>Page No.- 58 Clause 3.6.a Pilot project</p>	<p>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.</p>	<p><b>(1)</b>. It should be to the extent of completion of the project. Post "successful" means if they reject then what happens to payment for the pilot project.  <b>(2)</b> What is the timeline for this clearance - This has to be defined/ currently its indefinite</p>	<p>1. No payment shall be made for unsuccessful work. 2. Three Months.</p>
<p>Page No.- 59 Clause 3.6.g Pilot project</p>	<p>Pilot project approval is the preliminary approval for the execution of all</p>	<p>If there is drastic change in the process and there is additional cost</p>	<p>All the process shall be within scope of</p>

		the relevant process for the Digitization project. Even after approval of it also High Court of Madhya Pradesh may change the process due to unforeseen scenarios or due to change in requirement of High Court of Madhya Pradesh.	to be factored in, how will this be accommodated	work as per the tender document
	Page No.- 80 Clause 7.6 Penalty clause	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 the quality check team of the High Court / District Courts and a penalty of Rs. 200 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. 300/- in addition	<b>(1)</b> What do you mean by Per Case--- Does Per case means Per Image or Per case File. Please clarify. <b>(2)</b> Also what are the defined parameters of QC. <b>(3)</b> What is the TAT of QC by High Court as it is mentioned that corrections to be made on same day.	1. Per case file. 2. Already mentioned in the tender. 3. TAT for per cases in same day. 4. for other cases it may be on mutually agreeable basis.

		to the Rs. 200 per case shall be levied. Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.		
	Page No.- 68 QCBS	Evaluation and Comparison of Bids (QCBS) 80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation	This is a very prestigious project and we recommend that equal points (50:50) be given for both Technical and Commercial Evaluation.	No Change
	Page No.- 121 Annexure - C	Data migration of Metadata and Files store to the latest production version of the proposed solution framework at the time of implementation with data relationship, submission processes, workflow, versioning, workflow steps to manage pending cases, and other functionalities required to meet a comprehensive Judicial Digital Repository as per ISO standard prescribed above. 65 crore (45 crore images at District	Please share the current size of data to be migrated along with the current location of storage of entire data. Please also share if only pdf files need to be moved or there is associated metadata/indexing values (if yes, what's the format in which its stored)	Approx 300 TB and as per SOP 1.1 of e-Committee Supreme Court of India and tender document .

		Courts 20 Crore images at High Court) records to be migrated in a new system (DMS).		
	Page No.- 95 PQ-2 BIDDER'S ANNUAL TURNOVER	Average annual turnover required for Statutory Auditors	Can the independent CA can be accommodated for certification	Yes Changed
<b>M/s Hewlett Packard (12-09-2023)</b>				
3	Page No.- 26 Clause 2.44	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 Madhya Pradesh.	Bidder request to reduce the bid validity period to 90 days	No Change
	Page No.- 74 Clause 6.1	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	Bidder request to charge the LD for delayed portion only instead of entire contract price	Yes Changed

		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.		
	Page No.- 80 Clause 7.5	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 the quality check team of the High Court / District Courts and a penalty of Rs. 200 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. 300/- in addition to the Rs. 200 per case shall be	Bidder request to cap the SLA penalty	5% of total contract value.

		levied. Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.		
	Page No.- 70 Clause 5	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.	1. Bidder request to provide the payment for supply of HW and SW 80% on delivery and 20% completion of pilot phase 2. Bidder also request to release the payment within 30days of invoice date	1. No change 2. Payment shall be released at the earliest, after submission of verified invoices along with all requisite documents.
	Page No.- 71 Clause 5.3	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 5th of every month and payment will be released at the	Bidder request to amend the clause as below: 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	No Change



		earliest subject to availability of funds. :	produced by 5th of every month and payment will be released within 30days of invoice date.	
	Page No.- 37 Clause 3.4	It is virtually impossible to estimate the exact number of pages in the District Courts of Madhya Pradesh 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 District & Tehsil Courts of Madhya Pradesh. Given the nature of the collection, the exact volumes can only be ascertained by the digitization process	Bidder request that, if the number of pages increase or decrease should be within +-10% only, incase number pages is increases mor than 10%, high court should allow us to revise the price	No Change
	Page No.- 108	Note:-The location list is tentative; number of locations may increase or decrease.	Due to increase in the number of location, if there is a requirement of more manpower, High court should allow bidder to	No Change

			revise the price	
	Page No.- 66 Section IV CRITERIA FOR EVALUATION	Relevant Experience of the Vendor in scanning and Digitization	Relevant Experience of the Bidder/OEM in scanning and Digitization	No Change
	Page No.- 39	3.5.3 Setting Up Digitization Facilities:- 3.5.3.1 IT Infrastructure	As NAS is not in the scope of bidder, Who will provide NAS storage which may required digitization at each remote site	High Court of Madhya Pradesh shall provide NAS at Central site / location. Rest of the Infrastruct ure is to be arranged by the vendor.
			We recommend a mandate for the required DMS need s to be on a Cluster accounting for failover and load balance? This is essential to enable usability of the solution and data	Yes Changed
	Page No. - 41	3.5.3.3 Physical Infrastructure	We would like to recommend a centralized DMS solution accessible to remote digitization location to upload the content after the digitization,	Yes Changed

			subject to approval from Authorized Committee or Person. This will enable better operation management and support	
			Is there any Archive Storage or Backup storage scope in central location preserve and Archive the data for long term?	Shall be internally decided by the High Court.
			What is the storage that will be provided by the courts? Please help with data processing capability and bandwidth ? This will help plan optimum infrastructure ?	Vendor has to Analyze.
			What is the process of cleaning the scanned images using the District Court Digitization Software? Is the process automated or manual?	Both, process are to be followed depending upon the requirement.
			for the other systems and applications our platform will be expected to integrate with	Yes Changed

	Page No.- 160	Point No: 15 Solution should have separate locations for i) Archival copy storage ii) Archival copy recovery copy iii) Content in process for archival iv) Backlog management for in process content	1. May we have the information of the location number where Archival copy storage would be considered? 2. Is there any requirement of Metadata and Indexing requirement in DR or Archive location along with Archive storage	1. At two locations (Indore /Jabalpur) at a time. 2. Metadata required in the cases which are not available in the CIS. 3. However, Metadata and Indexing requirement in DR or Archive location along with Archive storage is not required.
	Page No.- 161	Point No: 20 ix) Services to manage disk based storage and hierarchies of archived contents	Considering the parameter and archive prospectives, can we have the technical compliance from MP High Court for each Storage category wise (Tier-1, Tier-2 & Tier-3) ? or Bidder can offer any type of storage as per their ecosystem	To follow ecosystem of SOP as suggested by Supreme Court of India.
	Page No.- 129	Annexure D.5 • State-of-the-art digital repository infrastructure in terms of data	1. Please suggest, if the required centralized infrastructure is	Yes Changed

		centre environment, cloud infrastructure, storage, disaster recovery site, high speed network connectivity	required Tier-3 datacenter considering Green Datacenter initiatives.	
			2. Please suggest, if bidder can offer Meity Certified Public Cloud or Hybrid structure, where On Premises Centra data repository and Infra would be consider only DR Setup would be consider in Public Cloud or Private Cloud infrastructure on premises where Entire Infra would be in on premise Data Centre with Could architecture facility, application can be based on Virtual and Container based orchestraion to consider much more flexibility.	Bidder may submit it technical proposal of Meity.
	Page No.- 139	Annexure D.14 Multiple copies stipulated by the 3-2-1 backup rule protected from losing primary data. Storing multiple copies ensures that there is no single point of failure and data is safe. 3-2- 1 backup rule	1. Considering this point, should we consider the IT Image backup structure with structured data backup or we can consider both Structure data and unstructure data back & archive?	Both can be considere d.

		should requires to maintain at least 3 backups of data (Primary copy + 2 copies on storage media + 1 copy at DR location).	Is data storage for primary copy, DR Site and Archival storage scope responsibility of the Implementation partner within this tender only?	No
			Should Storage for Primary copy of data at tehsil's , session courts and district court will require storage with integration to DC be considered with redundant architecture.with in the scope of the implementation partner in the current tender	No
			Pls suggest if archive storage feature should be in Cold storage category reading & writing structure should over the Direct API with HSM with out exposing the network volume?	

	Page No.- 11	<p>2.1 Subcontracting 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 Madhya Pradesh. No subcontracting is permitted. 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</p>	<p>The project involves multiple scope skills which are a challenge to source all within the organisation , Sub contracting may kindly be approved to enable smooth execution and availability of right specialized skills.</p>	<p>No subcontracting of the tender is permitted.</p>
	Page No.- 10 Section II - Earnest Money Deposit (EMD) - Clause 2.2	<p>The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal <a href="http://www.mptenders.g">www.mptenders.g</a></p>	<p>Based on the justification provided, we request that the clause be revised as follows: The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of</p>	<p>No change</p>

		<p>ov.in in favour of “Registrar General, High Court of Madhya Pradesh, Jabalpur” valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.</p>	<p>Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of “Registrar General, High Court of Madhya Pradesh, Jabalpur” valid for the period of 60 days. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.</p>	
	<p>Page No.- 13 Section II - Cancellation of Appointment / Contract - Clause 2.14</p>	<p>The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder if a breach is not cured by the bidder within 30 days of a notice of such breach:</p>	<p>No change</p>



	<p>Page No.- 14 Section II - Cancellation of Appointment / Contract - Clause 2.14.9</p>	<p>The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder.</p> <p>2.14.9 Any other reason deemed fit by the High Court of Madhya Pradesh for cancellation.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder if a breach is not cured by the bidder within 30 days of a notice of such breach:</p> <p>2.14.9 Any other material reason deemed fit by the High Court of Madhya Pradesh for cancellation.</p>	<p>No change</p>
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	<p>Page No.- 22 Section II - Intellectual Property Rights - Clause 2.33.4</p>	<p>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 Madhya Pradesh, and the same may be assigned by the High Court of Madhya Pradesh to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract.</p> <p>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 Madhya Pradesh. The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>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 Madhya Pradesh, and the same may be assigned by the High Court of Madhya Pradesh to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract.</p> <p>However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive</p>	<p>No change</p>
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		<p>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 Madhya Pradesh 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/licence terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or Service Provider during the course of performance of the Related Services.</p>	<p>benefit of the High Court of Madhya Pradesh. 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 defend the High Court of Madhya Pradesh and settle any third party claim or proceedings relating to any breach or violation of any permission/licence terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or Service Provider during the course of performance of the Related Services. High Court of Madhya Pradesh shall provide promptly notify the bidder of any such third party claim of infringement of</p>	
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			intellectual property and cooperate with the bidder in defense of such claims.	
	Page No.- 23 Section II - Right to inspect - Clause 2.35	The Registrar General, High Court of Madhya Pradesh or its authorized representative reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder, during the evaluation period, as well as throughout the life of the project.	Based on the justification provided, we request that the clause be revised as follows:  The Registrar General, High Court of Madhya Pradesh or its authorized representative reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder used	No change

			for provision of services but not the cost or accounting records, during the evaluation period, as well as throughout the life of the project by providing a prior written notice of at least 15 days. In the event that a third party is used for the inspection, such third party shall be bound by strict confidentiality while performing such inspection.	
	Page No.- 23 Section II - Right to Have Work Executed - Clause 2.36	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 Madhya Pradesh, 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	Based on the justification provided, we request that the clause be revised as follows:  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 Madhya Pradesh, after a week written notice to the Bidder, may without prejudice to any	No change

			<p>other remedy it may have, make good such deficiencies up to a value of 5% of the delayed supply/services and may recover the cost thereof from the bidder upon expiry or termination of the contract.</p>	
	<p>Page No.- 23 Section II - Insurance - Clause 2.37</p>	<p>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 Madhya Pradesh is not responsible for the insurance and well being of the staff. The Service Provider has to ensure the safety and adequate insurance of all its employees engaged in the work / Contract.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>Bidder will be responsible for providing insurance coverage for all its employees, support staff and equipment belonging to the bidder during the entire duration of the project. The High Court of Madhya Pradesh is not responsible for the insurance and well being of the staff or equipment of the bidder. The Service Provider has to ensure the safety and adequate insurance of all</p>	<p>No change</p>

			its employees engaged in the work / Contract.	
	<p>Page No.- 25 Section II - APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD) - Clause 2.41.1</p>	<p>The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.</p>	<p>Based on the justification provided, we request that the clause be revised as follows: The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 60 days. The Bid submitted without EMD</p>	<p>No change</p>

			and/or the application fee/tender fees shall be summarily rejected.	
	Page No.- 26 Section II - Bid Validity - Clause 2.41.1	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 Madhya Pradesh.	Based on the justification provided, we request that the clause be revised as follows:  The bids shall remain valid for a period of 60 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 Madhya Pradesh.	No change



	<p>Limitation of Liability</p>	<p><i>New clause</i></p>	<p>We request that the following clause be added as a new clause to the contract for the purposes of limiting the liability of the bidder:</p> <p>To the full extent permitted by law, the Service Provider shall not be liable to High Court of Madhya Pradesh in respect of any Claim for loss of profits, business, revenue, anticipated savings, goodwill, data or contracts or any type of special, indirect, economic, punitive or consequential loss (including loss or damage suffered as a result of any claims brought by a third party) even if such loss was reasonably foreseeable or the Service Provider had been advised of the possibility of the Service Provider incurring the same. The Service</p>	<p>Not required</p>
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			<p>Provider's cumulative liability to High Court of Madhya Pradesh under any contract for all claims made under or in connection with the contract whether arising under contract (including under any indemnity), negligence or any other tort, under statute or otherwise at all will not exceed the total contract value in aggregate of the contract.</p>	
	<p>Page No.- 71 Section V - Method of Payment - Clause 5.3</p>	<p>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 5th 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.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>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 5th of every month and payment will be released within 30 days from the date of</p>	<p>At the earliest after submission of verified invoices along with all requisite documents.</p>

		<p>The Bidder is responsible for completing the scope of work specified in this Tender. The High Court of Madhya Pradesh 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 Madhya Pradesh.</p>	<p>invoice raised by the bidder. Before processing the Invoice the procedure as mentioned in point no 5.1 and 5.2 shall be strictly followed by service provider.</p>	
	<p>Section VI - Performance Guarantee - Clause 6.2.1</p>	<p>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 3% of the Contract Value valid for a period of 38 months within 30 days from the date of contract.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:  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 3% of the Contract Value valid for a period of 36 months within 30 days from the date of contract.</p>	<p><b>Yes changed</b></p>

	<p>Page No.- 74 Section VI - Liquidated Damages - Clause 6.6</p>	<p>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.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>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 value of delayed supply or services for delay of every week (seven days) or part thereof, up to maximum deduction of 3% of the value of delayed supply or services. Once the maximum is reached, the Registrar General, High Court of Madhya</p>	<p>Yes changed</p>
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			Pradesh may consider termination of the contract.	
	Page No.- 75 Section VI - Termination on account of Force Majeure - Clause 6.8.2	Registrar General, High Court of Madhya Pradesh shall have the right to terminate the Contract on account of Force Majeure	Based on the justification provided, we request that the clause be revised as follows:  Registrar General, High Court of Madhya Pradesh shall have the right to terminate the Contract on account of Force Majeure if the Force Majeure event continues for a period of more than 60 days.	Yes changed

	<p>Page No.- 76 Section VI - Termination for delay - Clause 6.8.5</p>	<p>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.</p>	<p>Based on the justification provided, we request that the clause be revised as follows:</p> <p>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 of 30 days in writing to rectify such delay and if the bidder is unable to rectify the delay within such period unless Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages as per tender.</p>	<p>Yes Changed</p>
	<p>Page No.- 76 Section VI - Termination - Clause 6.8.6</p>	<p>The Registrar General, High Court of Madhya Pradesh may at any time terminate the</p>	<p>Based on the justification provided, we request that the clause be revised as</p>	<p>The Registrar General, High Court of Madhya</p>

		Contract by giving notice without assigning any reason.	follows:  The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving notice of at least 90 days without assigning any reason.	Pradesh may at any time terminate the Contract by giving notice of at least 60 days without assigning any reason.
	Page No.- 76 Section VI - Termination - Clause 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,	Based on the justification provided, we request that the clause be revised as follows:  In case of termination of Contract for material breach 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	Yes changed

		High Court of Madhya Pradesh to such Service Provider / Bidder.	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.	
	Page No.- 80 Section VII - Quality Checking - Clause 7.7	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 the quality check team of the High Court / District Courts and a penalty of Rs. 200 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	Based on the justification provided, we request that the clause be revised as follows:  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 the quality check team of the High Court / District Courts and a penalty of Rs. 200 per case per	1. Per case file. 2. already mentioned in the tender. 3. TAT for per cases in same day. 4. For other cases it may be on mutually agreeable basis.



		<p>penalty of Rs. 300/- in addition to the Rs. 200 per case shall be levied.</p> <p>Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.</p>	<p>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. 300/- in addition to the Rs. 200 per case shall be levied.</p> <p>Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.</p> <p>The penalties under this contract shall subject to a maximum of Rs. 5,000/- per month</p>	
Page No.- 26 2.44	<p><b>2.44 BID VALIDITY</b></p> <p>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 Madhya Pradesh.</p>	<p>Bidder request to reduce the bid validity period to 90 days</p>	No Change	

	<p>Page No.- 74 6.1</p>	<p>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.</p>	<p>Bidder request to charge the LD for delayed portion only instead of entire contract price</p>	<p>Yes Changed</p>
	<p>Page No.- 80 7.5</p>	<p>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 the quality check team of the High</p>	<p>Bidder request to cap the SLA penalty</p>	<p>5% of total contract value.</p>

		<p>Court / District Courts and a penalty of Rs. 200 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. 300/- in addition to the Rs. 200 per case shall be levied.</p> <p>Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.</p>		
	Page No.- 70 5	<p>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.</p>	<p>1. Bidder request to provide the payment for supply of HW and SW 80% on delivery and 20% completion of pilot phase 2. Bidder also request to release the payment within 30days of invoice date</p>	<p>1. No change 2. Payment shall be released at the earliest.</p>
	Page No.- 71 5.3	<p>Payment shall be based on monthly basis for Digitization work after showing all log reports and</p>	<p>Bidder request to amend the clause as below: Payment shall be based on monthly basis</p>	<p>No change. The payment shall be released</p>

		<p>the number pages/ data digitized keeping all parameters. The bill is to be produced by 5th of every month and payment will be released at the earliest subject to availability of funds. :</p>	<p>for Digitization work after showing all log reports and the number pages/ data digitized keeping all parameters. The bill is to be produced by 5th of every month and payment will be released within 30days of invoice date.</p>	<p>at the earliest .</p>
	<p>Page No.- 37 3.4</p>	<p>It is virtually impossible to estimate the exact number of pages in the District Courts of Madhya Pradesh 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 District &amp; Tehsil Courts of Madhya Pradesh. Given the nature of the collection, the exact volumes can only be ascertained by the digitization process</p>	<p>Bidder request that, if the number of pages increase or decrease should be within +-10% only, incase number pages is increases mor than 10%, high court should allow us to revise the price</p>	<p>No change</p>

	Page No.- 108	Note:-The location list is tentative; number of locations may increase or decrease.	Due to increase in the number of location, if there is a requirement of more manpower, High court should allow bidder to revise the price	No change
	Page No.- 66 Section IV CRITERIA FOR EVALUATION	Relevant Experience of the Vendor in scanning and Digitization	Relevant Experience of the Bidder/OEM in scanning and Digitization	No change
<b>M/s Aryan Imaging and Business Consultants Pvt. Ltd. (11-09-2023)</b>				
4	2.2 Earnest Money Deposit (EMD), Page No 10	2.2. The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of online mode through e-procurement tender portal	Can BG be submitted for EMD for Rs. 10 Lakh.	No Change
	4.1 (5) (ii) Evaluation of Technical Bids:- Page No 67.	The bidder who have all format scanners like 100 ADF, 10 Flatbed and 10 over Head book scanner= Maxi. Marks:10 >=100 ADF, 10 Flatbed and 05 Over Head Scanners=08 >=100 ADF, 10 Flatbed=05	These days Flatbed scanners not used any more and over head scanners are used. So we request to kindly change the requirement to Over Head scanners. like 100 ADF, 10 Flatbed/Over Head book scanner= Maxi.	Yes Changed

			Marks:10 >=100 ADF, 05Flatbed/Over Head Scanners=08 >=100 ADF=05	
	Physical Movement of Documents	--	Physical Movement of Documents , We request the physical movement of the documents from store to scanning center will be provided by District /Tehsil court by its own arrangement.	Bidder has to arrange
	Hand Over Take Over	--	Activity of Hand over of Case files/ documents should be handled by District /Tehsil court authorized person.	Yes
	Stamping on Files	--	We will do the stamping on Front Page & Last Page as " <b>Scanned</b> " for all files.	Yes
	General -General working	--	Can we work on Saturday, Sunday, and Holidays? Can we work in two shifts? Whether there will be continuous supply of documents.	Yes
<b>M/s BLS Internationl Services Limited (11-09-2023)</b>				

5	<b>Page No.- 39 3.5.3 IT Infrastructure</b>	Bidder should submit an undertaking that all the scanners proposed to be used for this project will be brand new	If used scanners could be used with replacement support then cost will be optimized. Therefore Please allow the same.	Yes
	<b>Page No.- 71 5.3 Method of Payment</b>	The bill is to be produced by 5th of every month and payment will be released at the earliest subject to availability of funds.	Request to you please amend the clause as mention below: " Payment will be released within 15 days from the date of Invoice submission"	No Change
	<b>General Query</b>	Estimated scanning to be done at each location	If an estimation of pages to be scanned at each location could be provided for planning the deployment of Hardware and manpower at each location	Please refer tender document .
	<b>General Query</b>	Consortium	Currently Consortium not allowed in the RFP. Considering the nature of the work and scope involved, a consortium of at least 2 members must be allowed. Kindly consider our request and amend the clause for better and robust solution	No Consortium in the bid is allowed.
<b>M/s Ninestars Information Technologies Pvt. Ltd. (11-09-2023)</b>				

6	<p><b>Section IV; 4.1</b> Evaluation of Technical Bids S.No 1: Relevant Experience of the Vendor in scanning and Digitization <b>(Page No. 66)</b></p>	<p>a) Executed at least 5 project of records digitization of more than 5 crore pages (each project 02 numbers)</p>	<p>We request to include Executed atleast 5 project of records digitization of more than 5 crore pages for <b>Last 5 Years (FY 2017-18, 2018-19,2019-20,2020-21,2021-22)</b></p>	<p>No Change</p>
	<p><b>Section IV; 4.1</b> Evaluation of Technical Bids S.No 4: QualityManagement &amp;Solution Proposed <b>(Page No. 66)</b></p>	<p>ISO 20000 for quality Certification for IT Services</p>	<p>We request to remove this clause, as software is not the core scope and it is document digitization tender.</p>	<p>No Change</p>
	<p><b>Section IV; 4.1</b> Evaluation of Technical Bids S.No 4 : QualityManagement &amp;Solution Proposed <b>(Page No. 67)</b></p>	<p>ISO 14721 Open Archival Information System (OAIS) Reference Model</p>	<p>We request to kindly make this optional since all the digitization work is always carried out at customer location with secured network and not required such certification. So we request to kindly remove or make this requirement optional to enable larger participation and competition to get the competitive score.</p>	<p>No Change</p>



	<p>Section – III; 3.3 Description of High Court of Madhya Pradesh Holdings that are to be digitized. Following records are required to be digitized:</p> <ul style="list-style-type: none"> <li>- Fresh Case Files</li> <li>- Pending Disposed Case Files</li> <li>- Pending After-Hearing Case Files ...</li> <li>- Disposed Case Files (Page No 36)</li> </ul> <p>and,</p> <p>“Annexure – B1” At present the Digitization work flow process that is follower at District Court, Jabalpur (Page No. 109)</p>	<ul style="list-style-type: none"> <li>- Pending Disposed cases files</li> <li>- Disposed cases files</li> </ul>	<p>"Pending Disposed cases files" and "Disposed cases files" <b>work flow process</b> not available in the "Annexure B1". Request you to provide the same</p>	<p>OK “Annexure -'B'</p>
	<p>Annexure- “C”Tasks:</p> <p>1.Data migration of Metadata and Files store. (Page No. 121)</p>	<p>65 crore (45 crore images at District Courts 20 Crore images at High Court) records to be migrated in a new system (DMS).</p>	<p>What is the total size(GB/TB) and metadata format of the migration data (65cr pages) to new DMS system.</p>	<p>Approx 300 TB and as per SOP 1.1 of e-Committee Supreme Court of India</p>
<p><b>M/s CBSL Pvt. Ltd. (11-09-2023)</b></p>				

7	Page No.- 34 Clause 3.1	After the work of scanning and cleaning, the Indexing cum Quality checking work shall be done by High Court deputed manpower at District Courts. The indexing and final quality checking shall be done by the team deployed by the High Court and District Courts. After Indexing and Quality checking the PDF files shall be generated by District Court Digitization Software automatically. All the TIFF files OR JP2K (lossless compression) and PDF files shall be automatically uploaded on Central Digitization server placed in the High Court of Madhya Pradesh.	Kindly confirm that both Classification of Documents and Indexing of Documents will be completed by District Deployed Employees.	Yes
	Page No.- 66 Clause 4.1 (a)	<b>CRITERIA FOR EVALUATION</b> Executed at least 5 project of records digitization of more than 5 crore pages (each project 02 numbers)	We suggest the vendor must have executed at least 5 government projects project of records digitization of more than 5 crore pages (each project 02 numbers)	No Change

<p>Page No.- 66 Clause 4.1 (b)</p>	<p><b>CRITERIA FOR EVALUATION</b> At least three Digitization Projects with each project money value more than Rs. 5 Crore. (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>We suggest that "At least three Government Digitization Projects with each project money value more than Rs. 5 Crore. (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>No Change</p>
<p>Page No.- 66 Clause 4</p>	<p><b>CRITERIA FOR EVALUATION</b> Quality Standards : i) ISO 9001:2008 or equivalent Certification (yes=3, No=0) ii)ISO 27001:2005 or equivalent Certification (yes=3, No=0) iii)ISO 20000 for quality Certification for IT Services (Yes=3, No=0) iv)CMMI Level III or Higher (if Yes=3, if No=0) v)ISO 14721 Open Archival Information System (OAIS) Reference Model (Yes=3, No=0)</p>	<p>To control the mixed match of the physical file during/after scanning of the record department should check the credential or certification of the service provider is essential. Considering the importance of the opening &amp; refiling of the files the bidder should be iSigma or PRIMS certificate to certify that they have experience/awareness of the process of physical document handling.</p>	<p>No Change</p>

<p>Page No.- 34 Clause 3.1</p>	<p>Section – III Scope of Work (After the work of scanning and cleaning, the Indexing cum Quality checking work shall be done by High Court deputed manpower at District Courts. The indexing and final quality checking shall be done by the team deployed by the High Court and District Courts. After Indexing and Quality checking the PDF files shall be generated by District Court Digitization Software automatically. All the TIFF files OR JP2K (lossless compression) and PDF files shall be automatically uploaded on Central Digitization server placed in the High Court of Madhya Pradesh.)</p>	<p>we understand the Data Entry/Indexing would be done by the Court officials, request you please confirm whether our understanding is correct or not?</p>	<p>Indexing shall be done by court officials / deployed staff.</p>
<p>Page No.- 36 Clause 3.4</p>	<p>Estimate of Volumes:-</p>	<p>Request you please clarify the total number of pages to be digitized is 33 Crore or 25 cr. ?</p>	<p>Approximately 33 Crore, but the number may increase or decrease depending upon final completion of the project.</p>

	Page No.- 4 SECTION - I NOTICE INVITING TENDER	Software for Scanning shall be provided by the High Court for operation at District level.	The scanning software would be provided by the court so we understand that all the process would be included as production software. The Bidder can only provide the manpower and scanning, computers to executed.	Bidder need to use High Court software for scanning, cleaning, correction, segregation and QC work.
<b>M/s Enhira Software Export Limited (11-09-2023)</b>				
8	Page No.- 58 Tech Specifications	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	Please clarify: Types of splitting. Any metadata entry is to be done by scanning vendor	The meta data entry is to done for those cases which are not available in the CIS software.
	Page No.- 78 Clause 7.2.1 Section VII point	The equipment are to be new and in good working condition and to be properly maintained by the bidder/service	Do we require to attach proof of purchase	No

		provider.		
	Page No.- 80 Clause 7.4	CONSINEE AND SECURITY OF EQUIPMENTS: Security of all equipment that will be installed by Vendor in the section where the Digitization work is under progress shall be the responsibility of Service Provider and he shall arrange to guard the same from theft/pilferage/vandalism	Do we need to deploy security guard at each scanning center	No
	Page No.- 81 Clause 8.1 General submission	. General Submission Forms : 6.Performance Guarantee Form Pq-4 (Attached Y/N)	We understand that PBG is required to be submitted by only Successful bidder as mentioned in page 72 under point 6.2.1 Do we require to submit PBG as a bid document(PQ4)	No
	General	General working	Can we work on Saturday, Sunday, and Holidays?	Yes
Can we work in two shifts?			Yes	
Whether there will be continuous supply of documents.			Yes	
<b>M/s Digital navigation Pvt. Ltd. (11-09-2023)</b>				

9		Creating catalogue and portfollo of the scanned case files and other records	As NAS is not in the scope of bidder, may we ask who will be the provider for NAS storage which may required digitization location basis?	High Court
	Page No.- 142	The proposed solution should be developed using mobile-first philosophy and should have a dedicated User interface for small screen mobile devices.	The mobile interface will be only for preview and metadata tagging? Or will it be a fully functional UI to upload and download data as well.	No Change
	Page No.- 142	The proposed solution should have a card based user interface.	Can a simpler UI be considered for evaluation / Customized UI is possible.	No
	Page No.- 151	Proposed solution should be deployable on the Ubuntu server.	Can the solution be provided on Windows Server? Are there any preferences or limitations to the technology stack used in the development of DMS? Could you share the Storage systems that will be provided by the High Court of Madhya Pradesh at all location.	Solution to be developed in open source technology by using cutting edge tools. The local storage shall be arranged by the vendor at District Courts. At central level the storage shall be provided by the High Court.
<b>M/s Newgen Software Technologies Ltd. (14-09-2023)</b>				
10	Page-40 / 3.5.3.2 Manpower	One Legal expert at each District Establishment shall be provided	(1) If indexing and Categorization to be done by	Legal expert at respective site / location is to be provided by the

		by the Vendor	Court then Legal expert should be deployed by Court only, please clarify.	vendor.
	Page-89	PERFORMANCE GUARANTEE FORMAT (PQ-4)	(1) Please remove <b>"PERFORMANCE GUARANTEE FORMAT (PQ-4)"</b> from PQ (Pre-Qualification), as it should not be part of PQ.	Yes removed.
	Page-33 / 3.1 Section – III Scope of Work	District Court Digitization Software that may be provided by the High Court of Madhya Pradesh	(1) As per our understanding, the output file with following specifications/ compliances such as <b>(Uncompressed TIFF or JP2K, Water Marking enablement, Catalogue of the documents, Hyper linking of the Documents, Creating portfolio of the documents, Font (Hindi and English Both) embedding, PDF/A-2a with adequate resolutions with free text search facility)</b> as per tender has to be generated through digitization software provided by	DMS to be developed by the vendor in which all search facility be available in the DMS as per SOP 1.1 of e-Committee Supreme Court of India



			MPHC. Please confirm our understanding.	
Page-66 / 4.1 Evaluation of Technical Bids / Sl. No. 2	Overall experience and Credential of the firm regarding Development and implementation of DMS System as per the tender document. <b>(The bidder has to provide documents of scanning/ digitization, DMS.)</b>	(1) Request to describe this clause in detail, as we are unable to understand that what type of supporting documents to be submitted by bidder.  Please also specify the measurement of marking.	Those cases which are not available in the CIS software, meta data entry to be done by vendor in CIS which is provided by the High Court.	
Page-102	List of locations were the Digitization project to be executed	(1) If scanning needs to be done at High Court locations also i.e. Jabalpur, Indore and Gwalior, please specify approx. page quantities.	List enclosed, Primarily the scanning is to be done at District and Tehsil Courts	
	ISO 20000 for quality Certification for IT Services		No Change	
	ISO 14721 Open Archival Information System (OAIS) Reference Model		No Change	
<b>M/s Writer Business Services Pvt. Ltd. (14-09-2023)</b>				

11	5.3	<b>5.3. Method of Payment :</b>	<b>Please mention the Invoice payment time line and escalation matrix.</b>	At the earliest after submission of verified invoices along with all requisite documents .
		<b>Payment shall be based on a 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 5th of every month and payment will be released at the earliest subject to availability of funds.</b>		
	<b><i>Before processing the Invoice the procedure as mentioned in point no 5.1 and 5.2 shall be strictly followed by service provider</i></b>			
	<b>Page No 69</b>	All furniture's of good quality and sitting arrangement along with AC (Air- conditioner) and proper power backup (UPS system) is to be arranged by the bidder/vendor. However the DG set shall arranged by the District Courts	<b>Basic Infrastructure should have to be provided by the Hon. HIGH Court.</b>	No Change
	<b>3</b>	<b>2.41 APPLICATION</b>	<b>Can we submit the EMD in the</b>	No Change

		<p><b>FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)</b></p> <p>2.41.1The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online 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 in favour of “Registrar General, High Court of Madhya Pradesh, Jabalpur” valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.</p>	<p>form of <b>BANK GUARANTEE</b> and please provide the <b>BG letter format.</b></p>	
	<b>Page 4</b>	<p>To carry out Scanning, cleaning and quality check of such judicial record in digital form in a secured manner for which scanning work has not been performed by</p>	<p><b>Is any Scanning Software will be provided by the HIGH COURT for operation???</b> <b>Please clarify.</b></p>	<p><b>Yes.</b> <i>(Please refer the aforementioned clarification)</i></p>

		District or Tehsil Court till date. Software for Scanning shall be provided by the High Court for operation at District level.		
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**Note:-**

1. The above clarifications / addendum are for all the prospective bidders' for their tender reference and necessary action.
2. In case of any further clarifications , the vendor may visit the IT wing of the High Court of Madhya Pradesh, Jabalpur.
3. All future correspondence/ clarifications/ addendum/ corrigendum shall be available on the website of the High Court of Madhya Pradesh i.e. [www.mphc.gov.in](http://www.mphc.gov.in) and Government e-procurement portal [www.mptenders.gov.in](http://www.mptenders.gov.in).
4. All the pages of the bids and Annexure's are to be sealed and signed by the authorized officers of the company / vendor.
5. All prospective bidders are requested to submit the bid with all relevant documents in sequenced manner, without fail.
6. The decision of the High Court of Madhya Pradesh in selection/ finalization of Firm/Vendor shall be final and no objection in this regard shall be entertained.
7. The date for online tender submission is extended to 17<sup>th</sup> October, 2023 by 6:00 PM, hard copy submission by 18<sup>th</sup> October, 2023 by 5:00 PM and technical bid opening on 19<sup>th</sup> October, 2023 at 11:30 AM.

**Sd/-  
REGISTRAR GENERAL**