

**HIGH COURT OF MADHYA PRADESH, JABALPUR**

**NIT No. REG (IT) (SA)/2017 638**

**Dated: 26-05-2017**



**Bid Document for**

**Project for Digitization of District Court Records on Turnkey Basis**

**Note:** This document contains total 94 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)/2017 638**

**Dated: 26-05-2017**

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

| Sl. No. | Name of Project *  | EMD (In Rs.)          | Cost of Tender Document (in Rs.) | Last Date / Time of Submission                       | Date and Time of Opening Technical Bid               | Duration of the Contract to complete the work |
|---------|--|-----------------------|----------------------------------|--|--|---|
| 1.      | Digitization of the District/Tehsil Court Records on Turnkey Basis | <b><u>10 Lakh</u></b> | <b>10,000/-</b>                  | <b>10<sup>th</sup> July, 2017 latest by 3:00 PM.</b> | <b>10<sup>th</sup> July, 2017 latest by 3:30 PM.</b> | <b>Three Years</b>                            |

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

- Scanning, Indexing, cataloging, portfolio, Hyper linking, Storing, Archiving of Court Records in digital form in a secured manner.
- Imparting of training to District Court Staff on Scanning, Indexing, Storing, Archiving, Retrieval and Printing Process.
- Hardware, System Software & other ICT Infrastructure required for implementation of this project in secured manner.
- Conversion of existing scanned Data/ Images into Searchable PDF, PDF/A and putting it into DMS Application software.

The complete Tender Document may be obtained in person or by authorized representative during office hours on normal working days on payment of nonrefundable Tender Document fee of Rs. 10,000/- (Rupees Fifty thousand only) in the form of Demand Draft in favour of “**The Registrar General, High Court of Madhya Pradesh**”. The complete Tender Document can also be downloaded from Website [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.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 21<sup>st</sup> June, 2017 at 11:30 A.M. in Conference Hall South Block, High Court of Madhya Pradesh, Jabalpur.

This tender is subject to availability of Budget / Funds with the High Court of M.P., Jabalpur from the State Government.

**Address for Communication:-**

The Registrar General,  
High Court of Madhya Pradesh, Jabalpur (M.P.).  
Email:- [mphc@nic.in](mailto:mphc@nic.in),  
Landline: 0761-2623358

## Section – II

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

#### **2.1 DEFINITIONS**

- a) **“Artefact”** means the documents, periodicals, books, Judgment, Orders, administrative records, notifications etc. that make up the archival material at the District Courts. These are collectively also referred to as **“District Court 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) **“District Courts of M.P.”** - It means that all the District Courts (50 District Courts and 150 Tehsil Court Complexes).
- 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” appearing anywhere in the document.
- n) **“The Bidder”** means a firm or Joint Venture or Consortium 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 Employer 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 District and Tehsil Courts in the State of M.P., where the Service Provider carries out any installation of Goods or is required to provide any Services under the tender.

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

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

Proposals must be accompanied by an Earnest Money Deposit of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft payable to “The Registrar General, High Court of M.P.”. The Proposals unaccompanied with the valid EMD Bank Demand Draft would be automatically rejected. EMD of bidders which are not selected will be returned upon Contract signature.

## **2.3 Fees:-**

Proposals must be accompanied by a non-returnable Fee of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft 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 (including a partner in a Consortium or Joint Venture) 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 or a consortium of companies, firms and individual short listed during the evaluation process for this project at High Court of M.P.

## **2.10 Subcontracting:-**

The Bidder will 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. 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. However, subcontracting is not allowed.

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

The duration of the project is for **Three years**. Since it's a **turnkey project**, the Registrar General, High Court of M.P. reserves the **right to extend the contract duration at its sole discretion**.

## **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 Leaders/ Project Managers who is a digitization specialist with good facilitation skills and capacity in multiple digitization methodologies including experience in creation of metadata completely.

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 Managers/ Team Leaders and other key position holders are regular full-time employee of the Bidder or its consortium partners. 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 or its consortium partners.

### **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 artefacts (documents) 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 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 / Demo of Proposed Solution:-**

If required, the High Court of M.P. may call the shortlisted Bidders **(whose bid is found responsive and eligible)** to provide a presentation and demonstration of their Proposal for proposed solutions at the Date and Time to be determined by the Registrar General, High Court of M.P. No proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder. The Presentation and demonstration should not exceed 60 minutes in front of evaluation Committee of the High Court of Madhya Pradesh.

#### **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, Financial 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 the Financial Proposal, 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 tender fees and EMD.
- 2.17.5 The Financial Proposal shall be placed in a wax sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and “**ORIGINAL**”
- 2.17.6 The two envelopes containing the Technical and Financial Proposals 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 Both the Technical and Financial Proposals 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. 16
- 2.17.11 All bids must contain original copies of the Technical and the Financial 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 Omissions:-**

- 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., 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. 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 the **ONLY ONE** 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



of Madhya Pradesh, Jabalpur. Also, in case of introduction of new taxes/ levies, the rate may change in same proportionate.

### **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. 20

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 District and Civil Courts of Jabalpur, Indore and Gwalior zones for execution of all digitization work and no physical document would be allowed to be carried outside the Court premises. The post digitization work may be carried out outside the premises of the District Courts at the discretion of the High Court of M.P. if they feel

there is sufficient ground to allow post digitization work outside the District Court premises.

### **2.35 Right to Inspect**

The Registrar General, High Court of M.P. 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 Madhya Pradesh 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 Documents include:

|     |   |
|-----|---|
| 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 FORMS                          |
| 9.  | CERTIFICATES                              |
| 10. | ANNEXURES                                 |

**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. Please visit the website regularly for this.

**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 application fee of **Rs.10,000/-** and Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rs. Ten Lakh Only) in the form of a demand draft / pay order drawn in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” of any Nationalized / Scheduled bank payable at 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 within 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. VAT Tax (Value Added Tax), Service Tax, packing, forwarding, freight and insurance etc. applicable to the project. The Tax components shall 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.

#### **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 District Courts Records on Turnkey Basis**” from: M/s -----” “**NOT TO BE OPENED BEFORE 3.30 PM on 10<sup>th</sup> July, 2017**” 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.

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:

| Sl.No. | Events  | Date  |
|--------|---|---|
| 01     | Pre-bid meeting   | 21 <sup>st</sup> June, 2017 at 11:30 AM in Conference Hall, South Block, High Court of M.P. Jabalpur. |
| 02     | Last date and time of proposal submission.                                    | 10 <sup>th</sup> July, 2017 latest by 3:00 PM.  |
| 03     | Date and time of opening of the Technical Bid at High Court of Madhya Pradesh | 10 <sup>th</sup> July, 2017 latest by 3:30 PM.  |
| 04     | Date and time for demo by technically qualified/ shortlisted bidders.         | Will intimate Date and Time to the shortlisted Bidders, after Technical evaluation.                   |

|    |  |   |
|----|--|---|
| 05 | Date & Time of opening of the price bid at the High Court of M.P. Jabalpur | <b>Intimate Date and Time to the shortlisted Bidders, after Technical evaluation and Live Demo.</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 will invite shortlisted bidders to present a live demo for the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the demo 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 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 locations 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 intimation, 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 District and Tehsil Courts 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 District and Civil Courts. **The persons deployed by Service Provider/Bidder in the District and Civil Courts 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 District 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 or District Courts 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 District and Civil Courts 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**

### **Scope of Work**

This Scope of Work for the turnkey project for Digitization of Artefacts at District & Tehsil Courts and porting of Data on Web enabled Documents Archival and Retrieval Information Management System (DARIMS) solution. The High Court of M.P. is looking for a turnkey Service provider who will scan and digitize Records in the Legal / A4 or equivalent, create the basic metadata and port the entire digitized collection into a DARIMS solution through which the scanned documents can be managed, indexed, catalogued and searched. Considering the importance of the records to be digitized, all the records will be digitized within the premises of the District and Tehsil Courts and no physical document shall be allowed to leave District & Tehsil Courts premises at any point of time.

The Service provider / Bidder are expected to bring in (including, but not limited to):

- All the computer **equipments & hardware** (computers, scanners etc.) required to set up a Digitization Centre within the District & Tehsil Courts premises where the said scanning and indexing work will be done. The Service Provider will take back the said equipment upon the completion of the assignment.
- The required document & integration of software and all other systems and supporting software required to carry out the Digitization work.
- The team which will carry out the Digitization and indexing etc. work.

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

The need for preservation, coupled with need for improving accessibility (which can only be achieved by digital storage and an efficient database management retrieval system) is the need for the High Court of M.P., current initiative on digitization of its archives.

In view of the above, the primary objectives of the proposed initiative are:

- a) **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 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.

- b) **Accessibility and Availability** - The DARIMS would make the District Courts of M.P. holdings more accessible to end users, both within the District Courts of M.P. premises as well as those who cannot personally visit the District Courts of M.P. Even if only the metadata is made available on the internet / intranet in the first phase, this will greatly improve the speed and convenience of accessing documents and information held by the District Courts 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) **Electronically sending of memos / circulars / Judgments Orders** to other Courts and various State / Central Government departments within quick spell of time with the help of Internet / Intranet.
- e) Creating catalogue and portfolio of the scanned case files and other records

### **3.3 Broad Description of records that are to be digitized.**

Following records are required to be digitized:

- Fresh Case Files
- Pending Disposed Case Files
- Pending After-Hearing Case Files
- Disposed Case Files

#### **Brief descriptions of above type are given below:**

- a) Judicial records are typed or handwritten or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins).
- b) A vast majority of the Holdings comprise of Files of Legal size pages and types.
- c) A single record may consist of one or several pages.

- d) The size of Judgment and order will be Legal / FS / A4 or equivalent.
- e) Most of the documents are in paper form.
- f) The Holdings comprise black & white and Color, but most of the documents / records are Black & white.

**3.4 Estimate of Volumes:-**

It is virtually impossible to estimate the exact number of pages in the District Courts 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 District & Tehsil Courts of Madhya Pradesh. 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 and other miscellaneous records   | 110 Crores                        |
| <b>Note * The Number of items to be digitized may increase /decrease depending on final completion/ requirement.</b> |                                   |

**3.5 General Scope of Services:-**

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

1. Rapid Assessment of Project Requirement
2. Project Planning and Management
3. Setting Up Digitization Facilities
4. Digitization of Judicial Records
5. Deliverables

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

**3.5.1**

**Rapid Assessment**

One of the biggest challenges/ task in the Digitization project is that on one hand the artefacts are priceless but

in poor physical condition, on the other hand the Service Provider is expected to meet average daily minimum digitization target of 50 thousand pages of excellent quality at multiple distant locations. Keeping this target in mind, the Service Provider must acquire a thorough understanding of the District Court holdings and the manner in which the current systems and procedures work. This should enable the service provider to determine:

- a) The type of hardware/software required for digitization of each category and kind of artefact / material or equivalent.
- b) The number of each such equipment.
- c) Location and layout of such equipment.
- d) The work schedule to achieve the task in the desired time frame.

### **3.5.2 Project Planning and Management:-**

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

- **Project Schedule:** A detailed week-wise timeline indicating various activities performed along with completion dates and resources required for the same
- **Manpower Deployment List:** Profile-wise number of all manpower that will be deployed at each district with the task assigned to each. Roles and responsibilities of every type of manpower should be mentioned
- **Resource Deployment List:** List and number of all resources other than manpower like scanners, UPS, computers etc. that will be deployed at each court
- **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.

- **Progress Monitoring Plan:** Detailed Daily, Weekly, Monthly progress report formats along with issue escalation format.
- **Standard Operating Procedures:** Detailed procedure for carrying out digitization project in a timely and accurate manner
- **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them
- **Escalation Matrix:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems
- **Training:** Service provider's approach to impart training to the Courts officials

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

### **3.5.3 Setting Up Digitization Facilities:-**

#### **3.5.3.1 IT Infrastructure**

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

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

Successful bidder should be ready to deploy scanners and other IT equipments (computers, servers, UPS etc.) per District & Tehsil Courts as per the volume of work to carry out digitization work. Successful Bidder should increase the number of image capturing devices, computers and other peripherals based on the requirement, to complete the project in the stipulated timeframe.

***Note: The bidder would be required to mention the type, technical specifications, make and model of the scanners etc. as part of their proposal. Bidder should submit an undertaking that all the scanners proposed to be used for this project will be brand new and successful bidder will be required to submit proof of purchase of these scanners before commencement of project execution.***

### **3.5.3.2 Manpower:-**

Successful bidders should also have a dedicated regular team of fulltime project managers, quality control experts, Legal experts, hardware and database management experts, scanning operators and document classification experts for timely completion of this project. 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.

### **3.5.3.3 Physical Infrastructure**

The required workspace for execution of project will be provided by respective District Courts. Other suitable facilities will have to be established onsite as mentioned below:

- Electricity and required Power Points: Electricity will be provided by District Courts. In case there are not sufficient power points, the same shall be arranged by the High Court from the funds of State Government.
- Power Backup: District Courts will provide the required Generator Sets for power backup.
- UPS: Successful bidder will have to arrange and deploy the UPS of required capacities at District & Tehsil Courts.
- Furniture: The successful bidder will have to install the required furniture of reputed make from their own resources.



- LAN: The bidder is required to arrange for LAN points and cables for connecting computer systems with the server and the network.

### **3.5.4 Digitization of Judicial Records**

Broadly following types of judicial records are required to be digitized:

- Fresh Filed Case Files
- Pending Disposed Case Files
- Pending After-Hearing Files
- Disposed Case Files

#### **3.5.4.1 Fresh Case Files**

Petitions filed in the District Courts are required to be digitized on the same day before the cases are listed for hearing. Digitization of Fresh Case Files will require execution of following processes:

**Document Collection:** Files required to be digitized will be provided by District Court Officials from 12 pm to 5 pm on all working days after receiving and registering the same.

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

- o Dusting the files to remove dirt and other possible noise causing particles
- o Removal of stapler pins, clips etc. (this should not lead to further
- o Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)

**Document Scanning:** The records may be scanned by using flat bed/sheet fed scanner/book scanner. But the

choice of scanner depends completely on the condition of the document.

**Image Quality Check:** After scanning ensuring desired quality of images by checking/correcting the following:

- Image Clarity
- Confirm the pages of image with that of original
- Image Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages
- Black marks removal
- De-skewing
- De-speckling
- Cropping (No content should be missing)
- Image orientation etc.

**Document Classification:** There are different types of documents in a case file. In this process it is required to identify and tag document types in a file. List of document types will be provided to the successful bidder.

**Quality checks and validation of digitized records and classified records by District Court Officials:**

- a) The District Courts of M.P. would constitute teams of internal staff to do a quality check of the output produced by the selected bidder.
- b) The Quality Control Mechanism as defined by Service Provider and agreed by the Registrar General, High Court of M.P. must be followed in all cases and the Service Provider must implement a through Quality Assurance Plan to ensure this.

**Documents Re-filing:**

Once the Images and data have gone through the Quality Assurance process, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

- a) Stapling: After the completion of scanning,

Quality Checking and uploading, the documents should be stapled back which were de-stapled

- b) Removal of Separation Sheet. The separation sheet inserted as separator between two-files/records/Document types should then be taken out.
- c) Rearranging / Re filing & handing over of documents: The Document Re-filing operator will receive the bundle of Files scanned and shall sort it in proper manner. He will check that mix-up of documents from two separate Documents should not happen, and right document should get filed back into the respective Documents. The Documents are handed in batches with the checklist attached with due signoff.

**Turn Around Time:** The service provider has to return all fresh case files received on a day after completion of digitization by 6:00 PM on the same day.

#### **3.5.4.2 Pending Disposed Case Files:-**

The cases already registered in the court and are recently decided and closed are called Pending Disposed Cases. Digitization of Pending Disposed Case Files will require execution of following processes:

**Document Collection:** Files required to be digitized will be provided by different sections of the District Court. The service provider is required to collect these files in lots from the respective sections and bring them to digitization center for processing.

The Service Provider will need to maintain log register where details of files received will required to be entered along with signatures of the authorized receiver from the Service Provider and official of the Court who handed over the files.

**Document Preparation / Repair:** The documents of the files so received by the service provider shall be prepared

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

- Dusting the files to remove dirt and other possible noise causing particles
- Removal of stapler pins, clips etc. (this should not lead to further
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)

**Document Scanning:** The records may be scanned by using flat bed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document. The scanning resolution should be 300dpi and deliverable image format is PDF/A

**Image Quality Check:** After scanning ensuring desired quality of images by checking/correcting the following:

- Image Clarity
- Confirm the pages of image with that of original
- Image Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages
- Black marks removal
- De-skewing
- De-speckling
- Cropping (No content should be missing)
- Image orientation

**Document Classification:** There are different types of documents in a case file. In this process it is required to identify and tag document types in a file. List of document types will be provided to the successful bidder.

**Quality checks and validation of digitized records and classified records by District Court Officials:**

- a) The District Courts of M.P. would constitute teams of internal staff to do a quality check of the output produced by the selected bidder.
- b) The Quality Control Mechanism as defined by Service Provider and agreed by the Registrar General, High Court of M.P. must be followed in all cases and the Service Provider must implement a thorough Quality Assurance Plan to ensure this.

### **Documents Re-filing**

Once the Images and data have gone through the Quality Assurance process, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

- a) Stapling: After the completion of scanning, Quality Checking and uploading, the documents should be stapled back which were de-stapled
- b) Removal of Separation Sheet. The separation sheet inserted as separator between two-files/records/Document types should then be taken out.
- c) Rearranging / Re filing & handing over of documents: The Document Re-filing operator will receive the bundle of Files scanned and shall sort it in proper manner. He will check that mix-up of documents from two separate Documents should not happen, and right document should get filed back into the respective Documents. The Documents are handed in batches with the checklist attached with due signoff.

**Turn Around Time:** The service provider has to return lot wise Pending Disposed Case Files to the respective sections at their sections after one day of receiving of these files for digitization.

#### **3.5.4.3 Pending After-Hearing Case Files**

The cases already registered in the court and were listed for hearing. These case files are required to be digitized –

completely if not digitized earlier or updated with digitization. Digitization of Pending After-Hearing Case Files will require execution of following processes:

**Document Collection:** Files required to be digitized will be provided by different sections of the District Court. The service provider is required to collect these files in lots from the respective sections and bring them to digitization center for processing.

The Service Provider will need to maintain log register where details of files received will required to be entered along with signatures of the authorized receiver from the Service Provider and official of the Court who handed over the files.

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

- Dusting the files to remove dirt and other possible noise causing particles
- Removal of stapler pins, clips etc. (this should not lead to further
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)

**Document Scanning:** The records may be scanned by using flat bed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document.

The Service Provider will have to identify if file is already digitized and in that case append pages which were not digitized or available earlier.

**Image Quality Check:** After scanning ensuring desired quality of images by checking/correcting the following:

- Image Clarity
- Confirm the pages of image with that of original
- Image Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages
- Black marks removal
- De-skewing
- De-speckling
- Cropping (No content should be missing)
- Image orientation

**Document Classification:** There are different types of documents in a case file. In this process it is required to identify and tag document types in a file. List of document types will be provided to the successful bidder.

**Quality checks and validation of digitized records and classified records by District Court Officials:**

- a) The District Courts of M.P. would constitute teams of internal staff to do a quality check of the output produced by the selected bidder.
- b) The Quality Control Mechanism as defined by Service Provider and agreed by the Registrar General, High Court of M.P. must be followed in all cases and the Service Provider must implement a through Quality Assurance Plan to ensure this.

**Documents Re-filing:**

Once the Images and data have gone through the Quality Assurance process, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

- a) Stapling: After the completion of scanning, Quality Checking and uploading, the documents should be stapled back which were de-stapled
- b) Removal of Separation Sheet. The separation sheet inserted as separator between two-

files/records/Document types should then be taken out.

- c) **Rearranging / Re filing & handing over of documents:** The Document Re-filing operator will receive the bundle of Files scanned and shall sort it in proper manner. He will check that mix-up of documents from two separate Documents should not happen, and right document should get filed back into the respective Documents. The Documents are handed in batches with the checklist attached with due signoff.

**Turn Around Time:** The service provider has to return lot wise Pending After Hearing Case Files to the respective sections at their sections after one day of receiving of these files for digitization.

#### **3.5.4.4 Disposed Case Files**

Digitization of Disposed Case Files will require execution of following processes:

**Document Collection:** Files required to be digitized will be provided by record rooms of the District Court. The service provider is required to collect these files in lots from the record rooms and bring them to digitization center for processing.

The Service Provider will need to maintain log register where details of files received will required to be entered along with signatures of the authorized receiver from the Service Provider and official of the Court who handed over the files.

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

- o Dusting the files to remove dirt and other possible noise causing particles



- Removal of stapler pins, clips etc. (this should not lead to further
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)

**Document Scanning:** The records may be scanned by using flat bed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document. The scanning resolution should be 300dpi and deliverable image format is PDF/A.

**Image Quality Check:** After scanning ensuring desired quality of images by checking/correcting the following:

- Image Clarity
- Confirm the pages of image with that of original
- Image Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages
- Black marks removal
- De-skewing
- De-speckling
- Cropping (No content should be missing)
- Image orientation

**Document Classification:** There are different types of documents in a case file. In this process it is required to identify and tag document types in a file. List of document types will be provided to the successful bidder.

**Quality checks and validation of digitized records and classified records by District Court Officials:**

a) The District Courts of M.P. would constitute teams of internal staff to do a quality check of the output produced by the selected bidder.

b) The Quality Control Mechanism as defined by Service Provider and agreed by the Registrar General, High Court of M.P. must be followed in all cases and the Service

Provider must implement a through Quality Assurance Plan to ensure this.

**Documents Re-filing:**

Once the Images and data have gone through the Quality Assurance process, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

- a) Stapling: After the completion of scanning, Quality Checking and uploading, the documents should be stapled back which were de-stapled
- b) Removal of Separation Sheet. The separation sheet inserted as separator between two-files/records/Document types should then be taken out.
- c) Rearranging / Re filing & handing over of documents: The Document Re-filing operator will receive the bundle of Files scanned and shall sort it in proper manner. He will check that mix-up of documents from two separate Documents should not happen, and right document should get filed back into the respective Documents. The Documents are handed in batches with the checklist attached with due signoff.

**Turn Around Time:** The service provider has to return lot wise Disposed Case Files to the record room at the record rooms after one day of receiving of these files for digitization.

**3.5.5 Deliverables**

After acceptance of digitized documents and files by the District Court Officials, Service Provider will offer document-wise, file-wise PDF/A to District Court Officials for authenticating these files with digital signatures. Below are the mandatory specifications of required PDF / A File format.

The PDF's should comply with the following specifications:

- i. PDF / A format (ISO 19005-1:2005)

- ii. The compressed PDF files created for viewing should also be 50-80% compressed as compared to standard CCITT G4 / JPEG compression (in TIFF / JPEG / PDF file format) for Mono / Color / Grey scale images retaining search-ability, good view and print quality.
- iii. Should be linearized PDF (as defined by PDF reference manual (ISO 32000-1:2008) to ensure faster web viewing.
- iv. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflow-able such that the text readjusts itself on the basis of the size of the screen.
- v. Searchable PDF should be created in one single step by processing the input image file thus ensuring that no intermediate manipulation of content is possible.
- vi. Should be enabled for interactive use (applying digital signature in batch mode). Also it should be possible to digitally sign these PDF files using free Adobe Reader.
- vii. Both the PDF's – Lossless PDF / A for archival and compressed PDF's for viewing, should be generated in a single step i.e. there should not be multiple / modules / processes for generating different type of required PDF outputs. Software should be capable enough of generating multiple type of PDF Files by selecting single source images for one time only.
- viii. Automated Meta data insertion in the PDF files – Metadata available in MS-Excel or text file should be inserted into the PDF file in a single step during the creating of the PDF file itself.
- ix. The metadata inserted inside the PDF should conform to the XMP specification for storing rich metadata. This will enable any content management system that supports XMP to import this metadata as indexes.
- x. Security features for the required output PDF's – All these security features should be applied to PDF's in a single step while creating the PDF files :

- Password protected.
  - Certificate protected.
  - FIPS- 140 compliant AES-256 encryption.
  - Digital signature, and secure Time-stamping.
  - Print-disabled.
  - Policy- protected – it should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDF's.
  - The High Court of M.P. should be able to change usage rights for PDF, even after the file is distributed to users outside the DARIMS.
  - The High Court of M.P. should be able to create a short term offline access to PDF by adding an expiration data after which the document can no longer be opened even when it is outside DARIMS.
  - It should be possible to apply dynamic watermark on these PDF's based on the policy used to create the PDF.
- xi The viewing of the PDF's on Internet and Intranet should be secure.
- PDF documents when opened in any browser should be viewed with download / save disabled.
  - These PDF files should be easily searchable on metadata using standard Ubuntu and Windows search utility on the local computer.

After Digital Signatures the Service Provider is required to upload digitized files into Documents Archival and Retrieval Information Management System (DARIMS) of High Court of M. P.

Apart from uploading of PDF/A onto DARIMS, Service Provider will also have to deliver three images / digital documents for each artefact which is digitized: Original File (for the original image before any cleaning procedures), Cleaned File (original image after it has been cleaned and enhanced), PDF/A File (latest version).

**3.5.6:** All the documents which are scanned by the vendor to be

digitally signed by their authorized official / representative and 100% quality checking is to done by them. After quality checking of the digitized data by the vendor, the concerned official of the District Court shall apply the digital signature accordingly on the documents.

**Section IV  
Criteria for Evaluation**

**4.1 Evaluation of Technical Bids**

| <b>S. No</b> | <b>Selection Criterion</b>   |
|--------------|--|
| 1.           | Company Profile – Year of Incorporation, Turnover, Net worth, Offices in M.P., Engagement with Central & State Government & PSUs.  |
| 2.           | <b>Live Demonstration of the Digitization process by the bidder.</b>   |
| 3.           | <b>Proposed Project Plan</b> Including Project approach, Methodology and Innovativeness; Work plan and Project Management, Data Metadata Portability and the Presentation to be submitted by the bidder in soft and hardcopy |
| 4.           | <b>Profile of Key Personnel Proposed to be Deputed for the Assignment</b>  |
| 5.           | <b>Equipment Proposed to be installed at District Courts of M.P. (Servers, scanners, computers etc.)</b>   |
| 6.           | <b>Different Certifications like CMMI level III, ISO 9001 and ISO 27001</b>  |
| 7            | <b>Experience of undertaking similar assignments / projects .</b>  |

**Note:1)** All the prequalification and technical specifications conditions are to be fulfilled by the bidders without failure.

**Note: 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 shall be returned unopened.

**Note: 3)** The decision of the Registrar General for finalization on the bid shall be final and binding on the contractor.

**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. All payments shall be made based on work completed and approved by the District Judge of the District Court or the Officer nominated by him.

**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 the District Judge of the District Court or the Officer nominated by him . The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice. The Invoice to be submitted in triplicates.

**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.**

**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

### **6 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:-**

6.2.1 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 48 months within 15 from the date of contract.

#### **6.2.2 Bank Guarantee:-**

The Bank Guarantee issued by following banks would be accepted.

(i) SBI or its subsidiaries,

(ii) Any Indian Nationalized Bank/Scheduled Bank.

6.2.3 The Performance Guarantee shall be as per the format approved by the “Registrar General, High Court of M.P., Jabalpur”

6.2.4 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 COMPLITION 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 software Products/ 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 vender 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.

6.11 Any other conditions as deemed appropriate by the High Court.

## Section – VII

### 7. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

#### 7.1 GENERAL

In case of any contract between any 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 prevail over those contained in Sections II and VI.

#### 7.2 EQUIPMENTS AND SUPPORTING ACCESSORIES / SOFTWARE

7.2.1 All the equipments / systems / items to be used for Digitization project to be installed shall conform to the relevant technical specifications and standards as approved by the committee. The equipments are to be new and in good working condition.

#### 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 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 24x7x365 .

##### **7.5.2 Scheduled Downtime**

(a) Scheduled downtime is defined as the period of time when the DARIMS solution 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<br>(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>10,000/-</b> .<br>(ii) For Low Severity events, Rs. <b>5000/-</b> .<br><b>Delay will be counted in steps of one hour.</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.



## 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**

| <b>S. No</b> | <b>Criteria</b>  | <b>Submission List</b> | <b>Attached with Deviation / No deviation (Y/N)</b> |
|--------------|--|------------------------|---|
| 1            | Covering Letter  | Form G - 1             |   |
| 2            | Certificate as to Corporate Principal  | Form G- 2              |   |
| 4            | D.D. Details for the tender fees of Rs 10,000/- (Rupees Ten Thousand Only)(Non-refundable) |                        |   |
| 5            | Details of Earnest Money Deposit of Rs. 10,00,000/- (Ten Lakh Only) Refundable             |                        |   |
| 6            | Affidavit  | Form G-3               |   |

#### **8.2 Technical Proposal Submission Form**

| <b>S. No</b> | <b>Criterion</b>   | <b>Submission List</b>  | <b>Attached with Deviation / No deviation (Y/N)</b> |
|--------------|--|---|---|
| 1            | Experience of undertaking similar assignments/jobs, credentials<br>Company Profile                                 | Form T- 1<br>Form T- 2  |   |
| 2            | Broad Functionality of Scanning, Digitization, software, to be deployed for Scanning Digitization work.            | Form T- 3   |   |
| 3            | Project Approach, Methodology and Implementation strategy  | Form T- 4 ( <i>Write up / Note</i> ) and <i>copy of presentation.</i> |   |
| 4            | Digitization plan  | Detail plan to be submitted   |   |
| 5            | Equipment Proposed to be installed at High Court of M.P. Jabalpur and its Bench at Indore and Gwalior ( Hardware ) | Form T- 5   |   |
| 6            | Work plan and Project Management   | Form T-6  |   |

|    |                                       |           |  |
|----|---------------------------------------|-----------|--|
| 7  | Personnel (CVs) <sup>1</sup>          | Form T-7  |  |
| 8  | Resource Plan                         | Form T-8  |  |
| 9  | Deviation/ No Deviation Confirmation  | Form T-9  |  |
| 10 | Letter of Association (if Applicable) | Form T-10 |  |

### 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      |

The Bidder is required to submit resumes (CVs) of all key personnel it plans to mobilize for work at High Court of M.P.

**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 District Courts records in accordance with your tender document dated ----- . We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope both then covered in a Single envelope.

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner]2. Attached is the following documentation: [Letter(s) of association of consortium members or Joint Venture Agreement / independently.]

- 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 nonconformance 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., 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.

- f) We undertake to setup the Digitization Centre within the District Courts of M.P. with all the required hardware, software and support services within the pilot phase and carry out all scanning work within District Courts 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,
- 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 G – 3**

I \_\_\_\_\_ sole proprietor / partner / authorized signatory of M/s. \_\_\_\_\_ public / private limited company, having its registered office at \_\_\_\_\_(Full Address) do hereby solemnly affirm and declare as under:-

1. That our company is not blacklisted by any Central / State Government and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Central / State Government.
3. That our company has never defaulted in execution of any contract / order of Central / State Government or has no suit for recovery ever filed by any govt. organization against us for violations of terms and conditions.
4. That our company has never returned back any contract order unexecuted.
5. That no customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the customers.

(Signature of the Authorized Signatory / Proprietor/ Managing Partner / Director with Seal)

DEPONENT

Verified at ..... on ..... that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorized Signatory / Proprietor/ Managing Partner / Director with Seal)

DEPONENT

(Signature & Seal of Notary)

## Form T - 1

### Experience of Similar Work

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

|  |   |
|--|---|
| <b>Project name:</b>   | <b>Approx. value of the contract (in Rs):</b>   |
| Country:   | Location within Country:  |
| Name of Client:  | Total No. of person-months of the assignment:   |
| Your firms role on the project :<br>(Lead Firm / Consortium Partner)   | 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):<br>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:<br>Also mention the type of historical records digitized on the project, if any.  |   |

- For Digitization provide five best digitization projects executed by the bidder.
- Wherever possible, 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.

- Note:-1. The vendor has to submit the details regarding the 05 best digitization projects executed by them, each having capacity of minimum 01 crore pages on yearly/ annual basis.**
- 2. The preference shall be given to the vendor having experience of scanning / digitization of Court Records.**

Form T - 2

Credentials for Digitization

(ONLY FIVE BEST DIGITIZATION PROJECTS EXECUTED BY THE FIRM)

| S. No        | Client Name | Project Period in months | Record | Total | Name of the Digitization Project | Total Value of Digitization Project |
|--------------|-------------|--------------------------|--------|-------|----------------------------------|-------------------------------------|
| (1)          | (2)         | (3)                      | (4)    | (5)   | (6)                              | (7)                                 |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
|              |             |                          |        |       |                                  |                                     |
| <b>Total</b> |             |                          |        |       |                                  |                                     |



### Form T- 3

## **Functionality of Software to be used for the Digitization of the District Courts records.**

To submit the details that what software and applications will be used by service provider for the scanning / Digitization of District Court records. The same is to be hand over to High Court, after the completion of the task / work.

Provide details of which all software you will be to execute the assignment. Break up of all relevant software required to execute the project (including OS and RDBMS) should be provided as a Separate Annexure called "*Details of Software proposed to be Developed, Procured and Deployed*" to be included both in the Technical Proposal as well as Financial Proposal. The Annexure in Technical Proposal should only give the technical details and NOT the prices, whereas the Annexure in Financial Proposal should also give the price breakup of each software item.

How you will:

- a) Prepare and finalize the detailed functionality that needs to be implemented within the DARIMS solution.
- b) Integrate the Image Processing System within the DARIMS solution of the High Court.

## Form T- 4

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

Describe the proposed approach and methodology for completing the assigned work for the project in not more than 20 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 20 pages (A-4 size) limit for the main Technical proposal)

Include all the items detailed below:

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

Outline your approach for Designing, managing and implementation of this project keeping in mind the scope of work and the unique nature of the District Courts of M.P. holdings. Include the following in your Project Management Methodology:

- a) Your Vision for District Courts of M.P. Digitization and Development and Implementation of DARIMS Software.
- b) Project Management Plan
- c) Project Team Structure
- d) Risk Management and Mitigation Strategy
- e) Project Tasks
- f) Project Deliverables
- g) Project Milestones (Mentioning Start Date and End Date)
- h) Testing approach & methodology

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

For each type of artefact describe the proposed process of scanning and Digitisation, 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) Digitization Methodology.**

- i. For each category details the staff and equipment that will be used to capture the scanned image.

ii. Describe the digitization process for each artefact.

**c) Creation of Indexing and Metadata**

i. Describe the steps you would take for creation of metadata. Metadata of current cases will be fetch from the CIS Software. How would you avoid duplication during metadata creation?

**d) Creating catalogue of the scanned document. Individual pdf for each document type**

**e) Hyper linking of the scanned documents and Portfolio Management of the documents.**

**Form T - 5**

**Equipment Proposed to be installed at DISTRICT COURTS OF M.P.**

**Hardware proposed to be installed and used at the District Courts of M.P. Digitization Centres by the Service Provider, at the time of commencement of Pilot Phase.**

| <b>Artefacts</b>              | <b>Artefacts Quality</b> | <b>Proposed Equipments / Device(s) for Digitization</b> | <b>Key Specifications of Equipment / Device(s)</b> | <b>Reasons for Selection of Equipment / Device(s)</b> |
|-------------------------------|--------------------------|---|--|---|
| <b>Judicial Records</b>       | Good                     |   |  |   |
|                               | Fair                     |   |  |   |
|                               | Poor                     |   |  |   |
| <b>Administrative Records</b> | Good                     |   |  |   |
|                               | Fair                     |   |  |   |
|                               | Poor                     |   |  |   |
| <b>Other papers</b>           | Good                     |   |  |   |
|                               | Fair                     |   |  |   |
|                               | Poor                     |   |  |   |

The specifications and features of the equipment proposed to be installed at the District 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 equipment's/ 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 T- 6**

**Work Plan**

**Work Plan and Project Management Strategy**

| S. No | Activity | Month |   |   |   |   |   |   |   |   |    |    |    |   |
|-------|----------|-------|---|---|---|---|---|---|---|---|----|----|----|---|
|       |          | 1     | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| 2     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| 3     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| 4     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| 5     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| 6     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |
| n     |          |       |   |   |   |   |   |   |   |   |    |    |    |   |

- a) Identify major risks and risk mitigation plan at the start of project and during the project implementation by individual milestone.
- b) Indicate all main activities of the assignment, including deliverables, progress reports, and other benchmarks such as approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- c) Duration of activities shall be indicated in the form of a bar chart .
- d) Project Management software to be used for work planning the resource management.

**\* Submit the complete plan.**

Form T- 7

**Expert Team and Summary of CV Information**

| <b>Position Assigned</b> | <b>Name of Team Member</b> | <b>Consortium Partner (From)</b> | <b>Employment Status with Consortium Partner (full-time, or other) and duration</b> | <b>Education/ Degree (Year / Institution)</b> | <b>No. of years of relevant project experience</b> | <b>CV signature by (expert/ other)</b> |
|--------------------------|----------------------------|----------------------------------|---|---|--|--|
| <b>(1)</b>               | <b>(2)</b>                 | <b>(3)</b>                       | <b>(4)</b>  | <b>(5)</b>                                    | <b>(6)</b>   | <b>(7)</b>                             |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |
|                          |                            |                                  |   |   |  |  |

**This plan is supposed to provide details of Key Personnel that the Service Provider plans to deploy at the District Courts of M.P. premises as well as its own office for executing the said assignment.**

**Form T-8**  
**Resource Plan**

| S.No | Name of Expert/ Position | Expert input (in the form of a bar chart) |   |   |   |   |   |   |   |   |    |    |    |   | Total Input |      | Person-month |       |  |
|------|--------------------------|---|---|---|---|---|---|---|---|---|----|----|----|---|-------------|------|--------------|-------|--|
|      |                          | 1   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Field       | Home | 3            | Total |  |
| 1    |                          | Full time                                 |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
|      |                          | Part Time                                 |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
| 2    |                          |   |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
|      |                          |   |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
| n    |                          |   |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
|      |                          |   |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |
|      |                          | <b>Total</b>                              |   |   |   |   |   |   |   |   |    |    |    |   |             |      |              |       |  |

1. Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.
2. Full time input / Part time input

**Form T - 9**

**Deviations/ No Deviations Confirmation**

Clause by Clause compliance statement on the technical specification as prescribed in the document.

| <b>Sl. No.</b> | <b>Clause no.</b> | <b>Complied / Not complied</b> |
|----------------|-------------------|--------------------------------|
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |
|                |                   |                                |

**DEVIATION STATEMENT FORMAT**

The Bidder is required to provide the details of the deviations of the tender clauses **(in any section of the tender)** in the following format.

| <b>Sl. No.</b> | <b>Section No.</b> | <b>Clause No</b> | <b>Clause Descript</b> | <b>Non Compliance/ Partial Compliance</b> | <b>Remarks</b> |
|----------------|--------------------|------------------|------------------------|---|----------------|
|                |                    |                  |                        |   |                |
|                |                    |                  |                        |   |                |
|                |                    |                  |                        |   |                |
|                |                    |                  |                        |   |                |
|                |                    |                  |                        |   |                |
|                |                    |                  |                        |   |                |



**Form T - 10**

**Letter of Association (LOA)**

It is mandatory to sign a separate LOA with each consortium partner. LOA does not need to be on stamp paper.

To,

Date:

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

**Subject** : Letter of Association with <Lead Firm>

**Project** : <Project Name>

Respected Sir,

With reference to the submission of proposal for the above mentioned project. <Associating Firm"s name> is pleased to exclusively associate with <Lead Firm> for the captioned project and agree to provide all necessary local inputs, should the proposal be accepted.

We will take full responsibility for all the work that would be executed by us and / or hardware / software supplied by us and the High Court of M.P. reserves the right to hold the <Lead Firm> or / and us legally liable for any issues pertaining to poor / non-performance for the same.

We hereby authorize <Lead Firm> to represent us for all contractual issues pertaining to this project and undertake to honor all commitments made by them for the contracting and execution of the said project.

Thanks and regards,

Yours Sincerely,

Authorized Signatory,

Designation:

Place:

Date:

## PERFORMANCE GUARANTEE FORMAT

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.

2. 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 ).

3. 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.

4. 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.

5. 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider / Bidder(s)/supplier(s).

7. 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)

## Form F - 1

### Financial Proposal

Please ensure that you only use the Table A and B formats provided below, without any modifications, additions or deletion. In case you wish to offer any services not covered in either of two table, please mention them separately as Table C and NOT as part of Table A or B. Table C, if any, shall not form a part of evaluation of Financial Bid Price.

**Table-A**

| S.No | Items to be Digitized *  | Units (Approximately) | Unit Rate (rate per image /page) | Taxes | Amount (Rs.) | Total amount |
|------|--|-----------------------|----------------------------------|-------|--------------|--------------|
| 1    | 2  | 3                     | 4                                | 5     | 6=4+5        | 7= 3x6       |
| 1    | Judicial Records (metadata creation and DARIMS population. (Mostly legal size) | 110 Crore Pages       |                                  |       |              |              |

**Note \*:** The Number of items/ pages to be digitized may increase / decrease.

**Table-B**

| S.No. | Software required for Digitization/ work like pdf writer etc. | Unit Rate | Taxes | Total Amount (Unit Rate + Taxes) | Remarks |
|-------|---|-----------|-------|----------------------------------|---------|
|       |   |           |       |                                  |         |
|       |   |           |       |                                  |         |
|       |   |           |       |                                  |         |

**Notes:**

1. The Service Provider must provide complete details of ALL software that are required to be brought by / developed for the execution of the High Court of M.P. contract. The software that is to be developed to be on Open Platform Technology.
2. The Service Provider must provide details of what all is included in their Technical support and ATS (both during and after the

project completion) and what is chargeable as extra.

3. The Service Provider has to ensure that it uses only standard, internationally used RDBMS and other related software so that all data, images and metadata is fully portable into DARIMS application software / RDBMS etc.
4. **The rates to be quoted should inclusive of all taxes and duties with detailed breakup.**

**Form: PQ-1**

**VENDOR / BIDDERS DETAILS**

| <b>Sl.No.</b> | <b>Description</b>  | <b>Indicate also page number where the document is attached</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.            | Copy of valid Certificate/ ISO 9001 , ISO 27001,CMMI-3  |   |
| 7.            | Service Tax Registration No. (Please attach)  |   |
| 8.            | Latest Service Tax Return (Please attach).  |   |
| 9.            | Experience Certificates of 05 years in providing digitization services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies. |   |
| 10.           | Bankers' Name and address (Bankers' solvency certificate is required to be attached)  |   |
| 11.           | Duly stamped notarized Affidavit from the bidder of not being Black listed by and   |   |

|     |   |  |
|-----|---|--|
|     | Central / State Govt. or its undertaking.   |  |
| 12. | Duly stamped notarized Affidavit from the bidder to the effect that no criminal case is pending against the Bidders / their Partners / Directors / Agents before any Court has to be furnished. |  |
| 13. | An undertaking from the bidder that they will deploy brand new equipments (scanners, computers etc.) for the project execution of the High Court.   |  |
| 14, | An undertaking from the bidder that they will not outsource entire or any part of the project to any third party for project execution.   |  |
| 15. | Details of Bid Security/Earnest Money Deposit:<br>a) Amount:<br>b) Demand Draft.:<br>c) Date of issue:<br>d) Name of issuing Bank:  |  |
| 16. | Tender Fees   |  |



**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. Twenty Crores** during the last three financial years.

| SI No. | Firm | Year - 1 | Year - 2 | Year - 3 |
|--------|------|----------|----------|----------|
|        |      | Amount   | Amount   | Amount   |
| 1      |      |          |          |          |

**Note: The minimum turnover of the vendor to be Rs. 20 Crores.**

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

**Form: PQ-3**

**SIMILAR WORK EXPERIENCE**

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

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

From (Name & Address of the Bidder)

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

To

The Registrar General,  
High Court of Madhya Pradesh,  
Jabalpur

**Subject: Project for Digitization of District Court Records on  
Turnkey Basis**

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

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed following projects of Digitization , software Development. We are providing the details below: (Note: add rows as required).

| Sl. No. | Name of the client organization | Purchase Order (P.O) No. & Date of issue of P.O. | Project Value | Brief Scope of Work | Whether the copies of the purchase orders / contracts from the client as required, is attached? |                                  |
|---------|---------------------------------|--|---------------|---------------------|---|----------------------------------|
|         |                                 |  |               |                     | Yes/No  | Pg. No. on the Proposal/document |
|         |                                 |  |               |                     |   |                                  |
|         |                                 |  |               |                     |   |                                  |

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

**Name and Designation of the Authorized Signatory:**

**Name and address of the Bidder Company:**

**Seal:**

**BID FORM (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 District 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 ..... 2017

Name and Signature .....

In the capacity of .....

Duly authorized to sign the bid

for and on behalf of .....

Witness .....

Address .....

Signature

## **CERTIFICATES**

### ***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)*

**Annexure- "A"**

**List of Locations where the Digitization Project is to be carried out**

**Note:-1. The work of scanning / digitization can be opted by the bidder for one or more of the Divisions such as Bhopal, Gwalior, Indore, Jabalpur, Rewa, Sagar, Shahdol and Ujjain. It shall be open to the High Court to allocate another Division or to add another Division over and above the bid submitted.**

| <b>S. No.</b> | <b>Name of Division</b> | <b>District and their Tehsil Courts covered under the respective division</b>  |
|---------------|-------------------------|--|
| 1             | Bhopal                  | Bhopal district<br>Raisen district<br>Rajgarh district<br>Sehore district<br>Vidisha district<br>Betul district<br>Harda district<br>Hoshangabad district                              |
| 2             | Gwalior                 | Morena district<br>Sheopur district<br>Bhind district<br>Ashoknagar district<br>Shivpuri district<br>Datia district<br>Guna district   |
| 3             | Indore                  | Alirajpur district<br>Barwani district<br>Burhanpur district<br>Dhar district<br>Indore district<br>Jhabua district<br>Khandwa district (East Nimar)<br>Khargone district (West Nimar) |
| 4             | Jabalpur                | Balaghat district<br>Chhindwara district<br>Jabalpur district<br>Katni district<br>Mandla district<br>Dindori district<br>Narsinghpur district<br>Seoni district                       |
| 5             | Rewa                    | Rewa district<br>Satna district<br>Sidhi district<br>Singrauli district  |
| 6             | Sagar                   | Chhatarpur district<br>Damoh district<br>Panna district<br>Sagar district<br>Tikamgarh district  |
| 7             | Shahdol                 | Anuppur district   |

|   |        |  |
|---|--------|--|
|   |        | Shahdol district<br>Umaria district  |
| 8 | Ujjain | Dewas district<br>Mandsaur district<br>Neemuch district<br>Ratlam district<br>Shajapur district<br>Ujjain district |

| <b>“LIST OF LOCATIONS”</b>                    |                               |  |
|---|-------------------------------|--|
| <b>Digitization of District Court records</b> | <b>S.No.</b>                  | <b><u>50 District Courts List as under:-</u></b> |
|   | 1                             | District Court Complex, Jabalpur                 |
|   | 2                             | District Court Complex, Indore                   |
|   | 3                             | District Court Complex, Bhopal                   |
|   | 4                             | District Court Complex, Gwalior                  |
|   | 5                             | District Court Complex, Alirajpur                |
|   | 6                             | District Court Complex, Anuppur                  |
|   | 7                             | District Court Complex, Ashoknagar               |
|   | 8                             | District Court Complex, Balaghat                 |
|   | 9                             | District Court Complex, Barwani                  |
|   | 10                            | District Court Complex, Betul                    |
|   | 11                            | District Court Complex, Bhind                    |
|   | 12                            | District Court Complex, Burhanpur                |
|   | 13                            | District Court Complex, Chattarpur               |
|   | 14                            | District Court Complex, Chhindwara               |
|   | 15                            | District Court Complex, Damoh                    |
|   | 16                            | District Court Complex, Datia                    |
|   | 17                            | District Court Complex, Dewas                    |
|   | 18                            | District Court Complex, Dhar                     |
|   | 19                            | District Court Complex, Dindori                  |
|   | 20                            | District Court Complex, Khandwa                  |
|   | 21                            | District Court Complex, Guna                     |
|   | 22                            | District Court Complex, Harda                    |
|   | 23                            | District Court Complex, Hosangabad               |
|   | 24                            | District Court Complex, Jhabua                   |
|   | 25                            | District Court Complex, Katni                    |
|   | 26                            | District Court Complex, Mandla                   |
|   | 27                            | District Court Complex, Mandsaur                 |
|   | 28                            | District Court Complex, Morena                   |
|   | 29                            | District Court Complex, Narsinghpur              |
|   | 30                            | District Court Complex, Nemuch                   |
| 31  | District Court Complex, Panna |  |

|              |  |
|--------------|--|
| 32           | District Court Complex, Raisen                 |
| 33           | District Court Complex, Rajgarh                |
| 34           | District Court Complex, Ratlam                 |
| 35           | District Court Complex, Rewa                   |
| 36           | District Court Complex, Sagar                  |
| 37           | District Court Complex, Satna                  |
| 38           | District Court Complex, Sehore                 |
| 39           | District Court Complex, Seoni                  |
| 40           | District Court Complex, Shahdol                |
| 41           | District Court Complex, Sajapur                |
| 42           | District Court Complex, Sheopur                |
| 43           | District Court Complex, Shivpuri               |
| 44           | District Court Complex, Sidhi                  |
| 45           | District Court Complex, Singrauli              |
| 46           | District Court Complex, Tikamgarh              |
| 47           | District Court Complex, Ujjain                 |
| 48           | District Court Complex, Umaria                 |
| 49           | District Court Complex, Vidisha                |
| 50           | District Court Complex, Mandleshwar            |
| <b>S.no.</b> | <b><u>150 Tehsil Court List as under:-</u></b> |
| 1            | Civil Court Jobat, District Alirajpur          |
| 2            | Civil Court Kotma, District Anuppur            |
| 3            | Civil Court Rajendragram, District Anuppur     |
| 4            | Civil Court Mungaoli, District Ashoknagar      |
| 5            | Civil Court Chanderi, District Ashoknagar      |
| 6            | Civil Court Baihar, District Balaghat          |
| 7            | Civil Court Complex Katangi, District Balaghat |
| 8            | Civil Court Waraseoni, District Balaghat       |
| 9            | Civil Court Anjad, District Barwani            |
| 10           | Civil Court Khetiya, District Barwani          |
| 11           | Civil Court Rajpur, District Barwani           |
| 12           | Civil Court Sendhwa, District Barwani          |
| 13           | Civil Court Bhainsdehi, District Betul         |
| 14           | Civil Court Multai, District Betul             |
| 15           | Civil Court Aamla, District Betul              |
| 16           | Civil Court Lahar, District Bhind              |
| 17           | Civil Court Mehgaon, District Bhind            |
| 18           | Civil Court Gohad, District Bhind              |
| 19           | Civil Court Barasia, District Bhopal           |
| 20           | Civil court Bijawar, District Chhatarpur       |



|    |   |
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| 21 | Civil Court Laundi, District Chhatarpur       |
| 22 | Civil Court Rajnagar, District Chhatarpur     |
| 23 | Civil Court Bada Malehra, District Chhatarpur |
| 24 | Civil court Nowgaon, District Chhatarpur      |
| 25 | Civil Court Parasiya, District Chhindwara     |
| 26 | Civil Court Sausar, District Chhindwara       |
| 27 | Civil Court Amarwara, District Chhindwara     |
| 28 | Civil Court Chorai, District Chhindwara       |
| 29 | Civil Court Junnardeo, District Chhindwara    |
| 30 | Civil Court Pandurna, District Chhindwara     |
| 31 | Civil Court Hatta, District Damoh             |
| 32 | Civil Court Pathariya, District Damoh         |
| 33 | Civil Court Bhandar, District Datia           |
| 34 | Civil Court Seodha, District Datia            |
| 35 | Civil Court Bagli, District Dewas             |
| 36 | Civil Court Kannod, District Dewas            |
| 37 | Civil Court Khategaon, District Dewas         |
| 38 | Civil Court Sonkatch, District Dewas          |
| 39 | Civil Court Tonkhurd, District Dewas          |
| 40 | Civil Court Badnawar, District Dhar           |
| 41 | Civil Court Dharampuri, District Dhar         |
| 42 | Civil Court Kukshi, District Dhar             |
| 43 | Civil Court Manawar, District Dhar            |
| 44 | Civil Court Sardarpur, District Dhar          |
| 45 | Civil Court Aaron, District Guna              |
| 46 | Civil Court Chachoda, District Guna           |
| 47 | Civil Court Raghogarh, District Guna          |
| 48 | Civil Court Khumbraj, District Guna           |
| 49 | Civil Court Bhitwar, District Gwalior         |
| 50 | Civil Court Dabra, District Gwalior           |
| 51 | Civil Court Itarsi, District Hoshangabad      |
| 52 | Civil Court Pachmarhi, District Hoshangabad   |
| 53 | Civil Court Pipariya, District Hoshangabad    |
| 54 | Civil Court Seoni Malwa, District Hoshangabad |
| 55 | Civil Court Sohagpur, District Hoshangabad    |
| 56 | Civil Court Depalpur, District Indore         |
| 57 | Civil Court Hatod, District Indore            |
| 58 | Civil Court Mhow, District Indore             |
| 59 | Civil Court Sanwer, District Indore           |
| 60 | Civil Court Patan, District Jabalpur          |

|     |  |
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| 61  | Civil Court Sihora, District Jabalpur        |
| 62  | Civil Court Petlawad, District Jhabua        |
| 63  | Civil Court Thandla, District Jhabua         |
| 64  | Civil Court Vijayraghavgarh, District Katni  |
| 65  | Civil Court Harsud, District Khandwa         |
| 66  | Civil Court Khargone, District Mandleshwar   |
| 67  | Civil Court Sanawad, District Mandleshwar    |
| 68  | Civil Court Barwaha, District Mandleshwar    |
| 69  | Civil Court Bhikangaon, District Mandleshwar |
| 70  | Civil Court Kasrawad, District Mandleshwar   |
| 71  | Civil Court Maheshwar , District Mandleshwar |
| 72  | Civil Court Nainpur, District Mandla         |
| 73  | Civil Court Niwas, District Mandla           |
| 74  | Civil Court Bhanpura , District Mandsaur     |
| 75  | Civil Court Garoth, District Mandsaur        |
| 76  | Civil Court Narayangarh , District Mandsaur  |
| 77  | Civil Court Sitamau, District Mandsaur       |
| 78  | Civil court Ambah, District Morena           |
| 79  | Civil Court Jora, District Morena            |
| 80  | Civil Court Sabalgarh, District Morena       |
| 81  | Civil Court Gadarwara, District Narsingpur   |
| 82  | Civil Court Complex Jawad , District Neemuch |
| 83  | Civil Court Complex Manasa, District Neemuch |
| 84  | Civil Court Ajaygarh, District Panna         |
| 85  | Civil Court Pawai, District Panna            |
| 86  | Civil Court Bareli, District Raisen          |
| 87  | Civil Court Begumganj, District Raisen       |
| 88  | Civil Court Gairatganj, District Raisen      |
| 89  | Civil Court Goharganj, District Raisen       |
| 90  | Civil Court Silwani, District Raisen         |
| 91  | Civil Court Udaipura, District Raisen        |
| 92  | Civil Court Biaora, District Rajgarh         |
| 93  | Civil Court Khilchipur, District Rajgarh     |
| 94  | Civil Court Narsingharh, District Rajgarh    |
| 95  | Civil Court Zirapur, District Rajgarh        |
| 96  | Civil Court Alote, District Ratlam           |
| 97  | Civil Court Jaora, District Ratlam           |
| 98  | Civil Court Sailana, District Ratlam         |
| 99  | Civil Court Mauganj, District Rewa           |
| 100 | Civil Court Sirmour, District Rewa           |

|     |   |
|-----|---|
| 101 | Civil Court Teonthar, District Rewa           |
| 102 | Civil Court Hanumana, District Rewa           |
| 103 | Civil Court Banda, District Sagar             |
| 104 | Civil Court Bina, District Sagar              |
| 105 | Civil Court Deori, District Sagar             |
| 106 | Civil Court Khurai, District Sagar            |
| 107 | Civil Court Rehli, District Sagar             |
| 108 | Civil Court Garacota, District Sagar          |
| 109 | Civil Court Amarpatan, District Satna         |
| 110 | Civil Court Maihar, District Satna            |
| 111 | Civil Court Nagod, District Satna             |
| 112 | Civil Court Rampur Baghela, District Satna    |
| 113 | Civil Court Chitrakoot, District Satna        |
| 114 | Civil Court Unchehra, District Satna          |
| 115 | Civil Court Ashta, District Sehore            |
| 116 | Civil Court Budhni, District Sehore           |
| 117 | Civil Court Nasrullaganj, District Sehore     |
| 118 | Civil Court Ichhawar, District Sehore         |
| 119 | Civil Court Lakhnadon, District Seoni         |
| 120 | Civil Court Beohari Beohari, District Shahdol |
| 121 | Civil Court Burhar, District Shahdol          |
| 122 | Civil Court Jaisinghnagar, District Shahdol   |
| 123 | Civil Court Agar, District Shajapur           |
| 124 | Civil Court Nalkheda, District Shajapur       |
| 125 | Civil Court Sarangpur, District Rajgarh       |
| 126 | Civil Court Shujalpur, District Shajapur      |
| 127 | Civil Court Susner, District Shajapur         |
| 128 | Civil Court Vijaypur, District Sheopur        |
| 129 | Civil Court Karera, District Shivpuri         |
| 130 | Civil Court Khaniadhana, District Shivpuri    |
| 131 | Civil Court Kolaras, District Shivpuri        |
| 132 | Civil Court Pichhore, District Shivpuri       |
| 133 | Civil Court Pohari, District Shivpuri         |
| 134 | Civil Court Churhat, District Sidhi           |
| 135 | Civil Court Deosar, District Singrouli        |
| 136 | Civil Court Rampur Naikin, District Sidhi     |
| 137 | Civil Court Majhouli, District Sidhi          |
| 138 | Civil Court Jatara, District Tikamgarh        |
| 139 | Civil Court Niwari, District Tikamgarh        |
| 140 | Civil Court Orchha, District Tikamgarh        |

|  |     |   |
|--|-----|---|
|  | 141 | Civil Court Badnagar, District Ujjain         |
|  | 142 | Civil Court Khachrod, District Ujjain         |
|  | 143 | Civil Court Mahidpur, District Ujjain         |
|  | 144 | Civil Court Nagda, District Ujjain            |
|  | 145 | Civil Court Tarana, District Ujjain           |
|  | 146 | Civil Court Birsinghpur Pali, District Umaria |
|  | 147 | Civil Court Basoda, District Vidisha          |
|  | 148 | Civil Court Kurwai, District Vidisha          |
|  | 149 | Civil Court Lateri, District Vidisha          |
|  | 150 | Civil Court Sironj, District Vidisha          |

## “Annexure – B”

At present the Digitization work flow process that is followed at District Court Jabalpur is summarized as below:-

### Fresh Case Files (Digitization)

#### **(A) Filing Counter->**

- a) File is presented by the Advocate, Police and Court Rooms.
- b) File gets registered on **CIS NC 2.0** and the generated **CNR number** is pasted on the file.

**File moved to scan section and the team fetch list through CNR Number from CIS NC 2.0 (Enquiry)**

#### **(B) Scanning Counter:-**

- a) They register the **CNR Number** in the software, the **CNR Number** would be the identity of the scanned file for them also.
- b) Documents are prepared (untagged) for scanning the image in tiff format.
- c) Files are scanned page wise then re-tagged.
- d) The scanned page is stamped by the scanning team manually.
- e) Scanned files are uploaded on vendor server for further processing like cleaning, flagging, quality check.
- f) Documents are flagged as per **Case type wise** and **Document Type**.
- g) They perform quality check by their team.
- h) The district court employee verifies the digitized files with having physical file to compare the visibility and flagging of file.
- i) Physical files are returned back to the filing section after **“MPDC” Quality check “Acceptance”** in the vendor's software.
- j) After quality check acceptance by MPDC officials the documents are converted to **PDF/A by the vendor**.

### Pending Files (Digitization)

**Files are calling by the concerned court, Scanning team collect the files through their trollies and give receiving of number of files to the concerned readers of the courts.**

- a) **Scanning team** Fetch List of **CNR Number**, Filing Number & Registration Number FROM CIS NC 2.0 (inquiry), **as in old files the CNR number is not available.**
- b) They Register the CNR Numbers in their customized Software; the CNR number would be the identity of the scanned file.
- c) Documents are Prepare (Untagged) For Scanning the image in **tiff format.**
- d) Make a check if the File has Already been Scanned in Fresh Cases.

#### **a. IF YES**

The files send back to the concerned court, because scanning of loose documents has not been started.

#### **b. IF NO**

Then the whole File is Scanned Page wise.

- e) Images/ Pages are cleaned for proper view as per Source Image.
- f) Documents are Flagged as per **Case type wise** and **Document Type.**
- g) Vendor perform Quality Check.
- h) District court employee "**MPDC**" do verify the Digitized Files with having Physical File to Compare the visibility and flagging of file.
- i) Physical Files are Returned Back after "**MPDC**" Acceptance in their software.
- j) After Acceptance by MPDC Officials the Documents are Converted to PDF.

**"The files send back to the concerned court, scanning team take back the files through their trollies and the receiving of files crossed check by the concerned readers."**