

HIGH COURT OF MADHYA PRADESH, JABALPUR

NIT. No. CSA/2019/973

Dated: 02/12/2019



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

Note: This document contains total 100 pages including cover. No change and modification in the document by the bidder is permissible.

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SECTION - I

NOTICE INVITING TENDER

NIT. No. CSA/2019/973

Dated: 02/12/2019

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

S. No.	Name of Project	Estimated /Approximately project cost (in Rs.)	EMD (in Rs.)	Cost of Tender Document (in Rs.)	Date and Time of Pre-Bid Meeting	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy	Date and Time of Opening of Technical Bid (online/ hardcopy)	Duration of the Contract
1.	Digitization of the High Court Records on Turnkey Basis	5 Crore	10 Lakh	5,000 /-	12 th December, 2019 at 11:30 A.M in the Conference Hall of High Court	07 th January, 2020 before 06:00 P.M.	08 th January, 2020 before 05:00 P.M.	09 th January, 2020 at 12:00 noon	Initially for the period of 03 Years and further shall be extended for next 02 years on mutual understanding as per the performance of vendor.

Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in after paying Tender fee of Rs.5,000/- and Processing Fee, as applicable. The tender

document is also available in website <http://www.mphc.gov.in> for reference.

Bidders can submit its tender online at www.mptenders.gov.in on or before the key dates given above. The Physical copy of the Technical Bid also be submitted at the address below latest by **08th January, 2020 at 5:00 P.M.**

All further notifications/amendments, if any shall be posted on www.mptenders.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.

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

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

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

Address for communication:

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

Email: mphc@nic.in, Landline: 0761-2623358

***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 High Court Staff on Scanning, Indexing, Storing, Archiving, Retrieval and Printing Process.
- To deploy Hardware, System Software & other ICT Infrastructure required for implementation of this project in secured manner.
- To recommend Hardware, System Software & other ICT Infrastructure required for implementation of this project in secured manner.
- The document management software for entire scanning of records shall be provided by the High Court which was internally integrated with the existing Case Management Information System Software (CMIS).
- Conversion of existing scanned Data/ Images into Searchable PDF, PDF/A and putting it into application software of DARIMS/DMS of the High Court.

The complete Tender Document may be obtained in person or by authorized representative during office hours on normal working days on payment of non refundable Tender Document fee of Rs. 5,000/- (Rupees Five 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.in and Government tender portal <https://mptenders.gov.in>. The Service Provider / Bidder submitting the downloaded version would need to pay the cost of the Tender Document in the above manner. All other terms and conditions for submission of tender are contained in the Tender Document. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the next working day.

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

A meeting regarding queries related to the bid and Digitization shall be held on 12th December, 2019 at 11:30 A.M. in conference Hall of the High Court of Madhya Pradesh, Jabalpur.

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

TERMS AND CONDITIONS FOR E-TENDERING

- 1.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mptenders.gov.in**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 1.2 Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **www.mptenders.gov.in** by making online payment for the tender document fee.
- 1.3 Service and gateway charges shall be borne by the bidders.
- 1.4 Since the bidders are required to sign their bids online using class-III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 1.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mptenders.gov.in . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 1.6 If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 1.7 Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 1.8 Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
- 1.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 1.10 For any type of clarification bidders can / visit www.mptenders.gov.in. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 ; 0120-4200 462 ; 0120-4001 005 ; 0120-6277 787 ; Technical - support-eproc@nic.in. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- 1.11 Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 1.12 The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- 1.13 **The firms registered under NSIC are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.**

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 High Court of M.P. These are collectively also referred to as **“High Court of M.P. Holdings”**
- b) **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in the India, as they may be issued and in force from time to time.
- c) **“Bank” or “Banks”** refers to all scheduled Indian Banks as per the RBI current list.
- d) **“High Court of M.P.”** - It means the High Court of Madhya Pradesh, Jabalpur and its Benches at Gwalior and Indore.
- e) **“in writing”** means communicated in written form with proof of receipt.
- f) **“Kick Off Meeting” means** a meeting convened by High Court of M.P. to discuss and finalize the work execution plan and procedures with the selected Bidder.
- g) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- h) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- i) **“OEM”** - means Original Equipment Manufacturer.
- j) **“Project”** means all Activities covered under present contract.
- k) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services to be provided by the Bidder at High Court of M.P., Jabalpur. SAT comprises of Product Acceptance Tests with respect to Technical Specifications as specified in this tender, checking the installation, commissioning and integration of sub-components.
- l) **“Sub Contractor”** means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Service Provider. The Service Provider shall not sub-contract any part of its obligation under the present contract.

- m) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Service Provider / Bidder” appearing anywhere in the document.
- n) **“The Bidder”** means a firm 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 Service Provider of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- s) **“The Service Provider”** means the individual or firm supplying the Services and work under this Contract.
- t) **“The Site”** shall mean all identified locations within the HIGH COURT OF M.P., Jabalpur its Benches at Indore and Gwalior where the Service Provider carries out any installation of Goods or is required to provide any Services.

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

2.2 Earnest Money Deposit (EMD)

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 online Fee of an amount mentioned in the Bid Data Sheet 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 shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of the Registrar General, High Court of M.P. Subcontracting any part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract / Agreement.

2.11 Period of Engagement

The duration of project is three years. Since it's a **turnkey project**, the Registrar General, High Court of M.P. reserves the right to extend the contract duration for further two year 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 Leader / Project Manager who is a digitization specialist with good facilitation skills and capacity in multiple digitization methodologies including experience in creation of metadata completely.

The persons that will be deputed at all the three places in capacity of Team Leader / Project Manager should have experience of more than 05 years in the Digitization Project of similar nature or of a Big Project. Apart from the helpers all the deputed manpower for the project shall be a combination of manpower of having Graduation Degree and Higher Secondary Pass outs with the basic knowledge of Computers. Law known person shall be preferred.

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

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

2.13 Full-time Employees

It is highly desirable that the Project Manager / Team Leader and other key position holders are regular full-time employee of the Bidder 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 due to mishandling /negligence / poor upkeep etc. then penalties would be levied on the Service Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the Registrar General, High Court of M.P.
- 2.14.7 *If Bidder submits in its proposal that Bidder shall do the Digitization work for the mentioned processes but during implementation Bidder shows less interest in the process which consumes more time in comparison with some different class of processes in its actual execution. Bidder has to do the Digitization for all the required process.*
- 2.14.8 *If Bidder fails to execute the Digitization for any process as per the requirement of High Court of M.P. and as mentioned in this Tender Document.*
- 2.14.9 Any other reason deemed fit by the High Court of M.P. for cancellation.

2.15 Conflict of Interest

- 2.15.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- 2.15.2 In the event of a conflict of interest, the Bidder is required to obtain confirmation of no objection from the High Court of M.P. in order to bid.

2.16 Presentations (Mandatory)

The High Court of M.P. shall call the shortlisted Bidders (***whose bid is found responsive***) to provide a presentation of their Proposal at the Date and Time to be determined by the Registrar General, High Court of M.P. No proposal will be entitled to

be present during, or otherwise receive any information regarding presentation of any other Bidder. The Presentation should not exceed 30 minutes in front of the committee of the High Court of M.P. *Presentation shall be based on the Bidder's understanding of the prevailing project and of the related process which are in execution either at all the three places. It shall also be based on the detailed requirements for the project as mentioned in present Tender document. The presentation be prepared in light of Technical Evaluation criterion that is "Approach and methodology" for which specific marks shall be assigned during Technical Bid Criterion.*

2.17 Submission of Proposal

- 2.17.1 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.
- 2.17.2 The Bidder shall submit the tender document / bid using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces will be filled in with the information requested. If particular information is not applicable to Bidder, the same will be mentioned as "**Not Applicable (N/A)**" instead of leaving the field blank.
- 2.17.3 The Bidders are invited to submit the Technical Proposal, Financial Proposal and other details as specified in the Data Sheet.
- 2.17.4 All Technical Proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and "ORIGINAL" These envelopes containing the original and CD/DVD, shall then be enclosed in one single wax sealed envelope which shall be clearly marked. The technical proposal should have **online** tender fees and EMD.
- 2.17.5 The Technical Proposal shall be placed in a wax sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and "**ORIGINAL**"
- 2.17.6 The envelopes containing the Technical 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 The Technical 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.
- 2.17.11 All bids must contain original copies of the Technical Proposal as described in the Data Sheet.
- 2.17.12 If any envelope is not sealed and marked as instructed, the High Court of M.P. reserves the right to reject it.

2.18 Confidentiality

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

2.19 Clarification of Proposals

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

2.20 Proposal Validity

- 2.20.1 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the High Court of M.P.
- 2.20.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the High Court of M.P.
- 2.20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the High Court of M.P. may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing.
- 2.20.4 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal.

2.21 Late Proposals

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

2.22 Non-conformities, Errors and Omission

- 2.22.1 The bidder is expected to comply with the true intent of this tender taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General High Court of M.P., in writing, and the Registrar General High Court of M.P. shall issue written instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document.
- 2.22.2 The High Court of M.P. may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
- 2.22.3 The High Court of M.P. will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 2.22.4 If the Successful Bidder does not accept the correction of errors, its Proposal shall be disqualified and the next successive Bidder shall be invited for negotiations and finalization of the Contract / Agreement.

2.23 Undue influence

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

2.24 Award of Contract Notification

- 2.24.1 Prior to the expiration of the Proposal validity period, the High Court of M.P. shall notify the successful Bidder, in writing, that it's Proposal / bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court of M.P. within 10 days.
- 2.24.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

2.25 Negotiations

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

Contract.

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

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

2.26 Signing of Contract

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

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

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

2.27 Mobilization / Start Date / Commencement Date

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

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

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

2.29 Price Offer and Taxes

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

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

2.30 Bid Validity Period

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

2.31 Acceptable Banks

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

2.32 Termination Based on Funding

The Contract resulting from this Tender will be subject to

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

2.33 Intellectual Property Rights

- 2.33.1 The High Court of M.P. shall own all the software items which have been paid for as per **Financial Bid (Form- F1)**. All licenses procured for the High Court of M.P., work, must be in the name of "Registrar General, High Court of M.P., Jabalpur".
- 2.33.2 The High Court of M.P. shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract including but not limited to all templates, designs, application configurations, data and written material, products, specifications, source code and object code and other documents which have been newly created or developed by the Bidder solely for this project and for the purposes of inter-alia use or sub-license of such Services under this Contract.
- 2.33.3 The Bidder should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the High Court of M.P., and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the High Court of M.P. To the extent that Intellectual Property Rights are unable by law to so vest; the Bidder assigns those Intellectual Property Rights to the High Court of M.P. on creation.
- 2.33.4 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods /equipment supplied /service provided by the Bidder, the same shall be acquired in the name of the High Court of M.P., and the same may be assigned by the High Court of M.P. to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the High Court of M.P. The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the High Court of M.P. indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings

relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or personnel of any of its consortium members or Service Provider during the course of performance of the Related Services.

2.34 Area of Work

The Bidder is required to work within the premises of the High Court of M.P., Principal Seat at Jabalpur and its Benches at Indore and Gwalior for execution of all digitization work and no physical document would be allowed to be carried outside the premises. The post digitization work may be carried out outside the premises on the discretion of the High Court of M.P. if they feel there is sufficient ground to allow post digitization work outside the High Court of M.P. premises.

2.35 Right to Inspect

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

2.36 Right to Have Work Executed

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

2.37 Insurance

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

2.38 BID DOCUMENT

2.38.1 The Bid Documents include:

1.	NOTICE INVITING TENDER & TERMS AND CONDITIONS FOR E-TENDERING
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 AND ANNEXURES
10.	USER ACCEPTANCE PLAN

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

2.39 AMENDMENT OF BID DOCUMENTS

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

2.40 COST OF BIDDING

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

2.41 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.41.1 The proposal should be submitted along with an online application fee of **Rs. 5,000/-** and 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 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., *Goods and Service Tax (GST)*, packing, forwarding, freight and insurance etc. applicable to the project. The Tax components will be calculated separately.

2.43 DISCOUNTS

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

2.44 BID VALIDITY

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

2.45 SUBMISSION OF PROPOSALS

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

2.45.2 All the sealed envelopes should again be placed in a sealed cover super scribed as "Digitization of the High Court Records on Turnkey Basis" from: M/s -----" **NOT TO BE OPENED BEFORE 12.00 noon on 09th January, 2020** which will be received and time mentioned in the Schedule of Events (Section-II – 2.49) of this document. The Bid is to be submitted to the **Registrar General, High Court of M.P., Jabalpur.**

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

2.46 LATE BIDS

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

2.47 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

2.48 LOCAL CONDITIONS

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

2.48.2 The Bidder is expected to know all conditions and factors, which may have an effect on the execution of the contract after issue of **Letter of Award** as described in the bidding documents. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.49 SCHEDULE OF EVENTS

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

Sl. No.	Events	Date
01	Pre-bid meeting	12th December, 2019 at 11:30 A.M. in the conference Hall of the High Court.
02	Last date and time of online proposal submission.	07th January, 2020 before 06:00 P.M.
03	Last date and time of hardcopy submission.	08th January, 2020 before 05:00 P.M.
04	Date and time of opening of the Technical Bid at High Court of Madhya Pradesh	09th January, 2020 before 12:00 noon.
05	Date & Time of opening of the price bid / financial bid at the High Court of M.P. Jabalpur	Intimate Date and Time to the shortlisted Bidders, after Technical evaluation.

2.50 OPENING OF PROPOSAL

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

2.51 EVALUATION

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

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

2.52 DECIDING AWARD OF CONTRACT

2.52.1 The Employer reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the **Registrar General, High Court of Madhya Pradesh** or its appointed representative on the date asked for at no cost to the employer.

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

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

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

2.53 GENERAL INSTRUCTIONS TO THE BIDDERS

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

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

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

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

2.54 CONFIDENTIALITY

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

2.54.2 As used herein, the term "Confidential Information" means any written information, including without 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 High Court of Madhya Pradesh shall be of Service Provider/Bidder and the High Court will in no way be liable.

2.55.2 For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the High Court. **The persons deployed by Service Provider/Bidder in the**

High Court shall not have any claims whatsoever like employer and employee relationship against High Court of Madhya Pradesh.

- 2.55.3 Service Provider/Bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. The High Court shall, in no way, be responsible for settlement of such issues whatsoever.
- 2.55.4 The High Court shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 2.55.5 The persons deployed by Service Provider/Bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the High Court during the currency or after expiry of the Contract.
- 2.55.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by Service Provider/Bidder shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in the High Court of Madhya Pradesh, Jabalpur.
- 2.55.7 The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties / other persons. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider/Bidder as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of Contract.
- 2.55.8 Service Provider/Bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the High Court of Madhya Pradesh. The High Court shall have no liability in this regard.
- 2.55.9 Service Provider/Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered for the High Court of Madhya Pradesh to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 2.55.10 Service Provider/Bidder shall maintain all **statutory** registers under the Law. The Service provider shall produce the same, on demand, to the High Court of Madhya Pradesh, Jabalpur.
- 2.55.11 In case, Service Provider/Bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Registrar General, High Court of Madhya Pradesh is put to any loss / obligation, monetary or otherwise, the Registrar General, High Court of Madhya Pradesh will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of Service Provider/Bidder, to the extent of the loss or obligation in monetary terms.

Section - III

Terms of Reference (ToR)

3.1 **Brief Description of the Project**

This Terms of Reference are for the turnkey project for Digitization of Artefacts at High Court of M.P. Jabalpur and its Benches at Indore and Gwalior and porting of Data on Web enabled Documents Archival and Retrieval Information Management System (DARIMS)/*Document Management System*. 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/ *Document Management System* 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 High Court of M.P., Jabalpur and its Benches at Indore and Gwalior and no physical document shall be allowed to leave the High Court of M.P." Jabalpur and its Benches premises at any point in time.

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

- All the computer **equipments & hardware** (computers, scanners, cameras etc.) required to set up a Digitization Centre within the High Court of M.P. 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 Team which will carry out the Digitization work which includes Scanning, Cleaning, indexing, PDF creation, etc. work

The required Digitization Software capable of doing the Digitization of all type of documents as mentioned in different processes in Tender Document shall be provided by M.P. High Court for all the three places. Digitization software shall be centralized and shall be installed at M.P. High Court at Jabalpur.

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 High Court of M.P. holdings more accessible to end users, both

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

- c) **Enhance Search ability** - all holdings would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter.
- d) **Electronically sending of memos / circulars** to the Subordinate 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 Description of High Court of M.P. Holdings that are to be digitized.

Broad Description:

The various types of archival material / data at High Court of M.P. , Jabalpur and its Benches at Indore and Gwalior comprises of data or old rare book, Judgments / orders, other records Collectively these are called **“HIGH COURT Holdings”**, or simply **“artefacts.”** High Court of M.P. has principally following kinds of holdings:

3.3.1. All Judicial Records.

- Fresh Case and Loose documents
- Pending After-Hearing Case Files
- Pending Disposed Case Files
- Disposed Case Files
- **Indexing of digital signed electronics documents created by the Court Staff**

3.3.2. All Administrative Records

Service Books, Landscape document in form of statements, short and long registers

3.3.3. Old rare Books & (both black and white and colour),

3.3.4. I L R (Indian Law Reporter) Publications.

3.3.5. Gazette Notifications and other papers etc.

3.3.6. District Courts Records in the High Court.

Brief descriptions of above type are given below:

- a) Judgment are typed or handwritten or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins). *It contains MAPs and some have CD's and DVD's with it.*
- b) A vast majority of the Holdings comprise of Files of Legal sizes 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 on papers.
- f) The Holdings comprise black & white. Most of the documents / records are Black & white. There might be possibility that some colour books might be there.

Detailed Description of each type of Record and related process:

3.3.1. Judicial Records:

There are four type of Judicial Record available with M.P. High Court at Jabalpur and its Benches at Indore and Gwalior:

1. Fresh Cases and loose documents
2. Pending Case Files
3. Pending Disposed Files
4. Disposed Case Files

It is suggested that Bidders should go through the M.P. High Court amended Rules 2008 and High Court of Madhya Pradesh Digitization of Records Rules 2018. A copy of both the rule is available on High Courts website. By going through the rules the Bidder may get a sufficient knowledge about the working of various Judicial Sections and of Hon'ble Courts at all the three places.

Brief note on Judicial Record types:

3.3.1.1. Fresh Cases:

Advocates or litigants come with prepared physical case files for filing a Case in High Court. The case further gets registered **freshly** at filing counter in CMIS software by **Entry Assistant** deputed at **Presentation center** for this purpose. The entry assistants enter the main party detail in CMIS software and a unique case number gets generated by CMIS software. The entry assistants send the files to other entry assistants who enters the further all party details in CMIS software. The entry assistants send the files to **Checker or to Scrutiny Assistants**. Checker scrutinizes the case after making entry of Subject Category, Acts, Sections, Bench, etc. in CMIS software and if no defect is found in case then case get updated and further listed before Hon'ble Court as per listing policy. Files shall be sent by Presentation section (Dispatch Clerk) to Court when cases get listed there.

If any defect is found case will be sent to defect clerk who waits for some time and even then if defects not get cured then otherwise he shall update the case for its listing before Registrar. After listing of case there also sends the files to Registrar. Here either defect has been removed or not further staff of registrar sends the files to defect clerk again. Defect clerk shall then update the case before court and court get listed before court. Dispatch clerk send the file to Court.

The work of filing Fresh Cases is perennial in nature and around 165-180 cases are registered in Benches at around 500 cases are registered in M.P. High Court at Jabalpur on day to day basis.

Turnaround time: - Fresh cases and loose documents shall be return on same day after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.1.2 Pending After Hearing Case Files

The Fresh Cases once listed before Court on its first hearing then return to Judicial Sections where it is to be placed under the safe custody of Dealing Assistants (now known as Junior Judicial Assistants) who makes the further compliance in the cases as per Court order. One the case reached in Judicial Section then the case is treated as **Pending**. Further case gets listed before Courts on different hearing hence this class is denoted as Pending After Hearing Case Files.

Digitization work for this type of judicial record is to be done in Judicial Sections. There are various Judicial Sections in High Court which has been formed on the basis of different case types:

1. Writ Petition (W.P.) Section
2. Second Appeal (S.A.) Section
3. First Appeal (F.A.) Section
4. Miscellaneous Appeal (M.A.) Section
5. Mc. R.C. (Miscellaneous Criminal Cases) Section
6. Writ Appeal (W.A.) Section/M.C.C. Section/etc.

Turnaround time:- Pending cases shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.1.3 Pending Disposed File:

Pending Disposed files are those Judicial Case files which are recently have been decided. It covers the class of cases which are being decided by Courts on day to day basis. It has been aimed so that in future no backlog of cases remains in court as far as Digitization is concerned.

Turnaround time:- Pending disposed cases shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.1.4. Disposed Cases:

In this process all such Disposed Cases which have been decided long back and have been decided recently have been kept in Record Room.

Turnaround time:- Disposed cases shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.2 Administrative Records:

At Principal Seat at Jabalpur a centralized record keeping process exist. Records are categorized on the basis of Major and Minor head. All the administrative records are placed at one Place. Hence software needs to be developed according to this criterion. At Benches different Administrative Sections keeps their records with them. Establishment section, Account Section, Protocol Section Cash Section etc. are the sections in which Records are kept in sections itself. The type of records here are Service Books, Landscape document in form of statements, short and long registers.

Turnaround time:- Administrative Records shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.3 Old rare Books & (both black and white and color): Kept mainly in Library

3.3.4 I L R (Indian Law Reporter) Publications: Kept in ILR Section

3.3.5 Gazette Notifications and other papers etc.: Kept mainly in Library

Turnaround time:- Old rare Books, I L R (Indian Law Reporter) Publications and Gazette Notifications and other papers etc. shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.

3.3.6 District Courts Records in the High Court:

In Pending Cases when Hon'ble Court passes the direction to call the record from District Court then High Court send the requisition there and record comes at High Court. Records are bulky most of the time. Apart from the High Court record accompanied with the High Court cases the tagged record of Lower Court (District Court) needs to be scanned, indexed and digitized. Here scanning is to be done with a very high speed and indexing will be done as per the requirement of the District Courts records. The indexing parameter of the High Court and District Courts will be different and provided by the High Court at the time of executing the contract. The indexing parameter (document type) is of dynamic in nature and increase or decrease marginally at the time of at the time of scanning of records.

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

Following process is to be adopted for Digitization of Records.

1. Document Preparation work (to be done by vendor)
2. Document Segregation work (to be done by vendor)
3. Scanning (to be done by vendor)
4. Cleaning (to be done by vendor)
5. Indexing (to be done by vendor using the Indexing Parameters will be given at the time of executing the contract)
6. Quality Checking by Digitization Vendor

7. Application for bulk Digital Signature shall be provided by the Vendor.
8. Quality Checking (By High Court Deputed Staff)
9. Quality Acceptance by High Court Deputed Staff, Export of the Data, PDF creation which integrates the metadata from CSV (unsigned pdf). metadata shall be imported from CMIS software as per the data entry done by Presentation Staff of High Court (to be done by vendor)
10. Digital Signature will be done by the High Court Staff through the application provided by the vendor.
11. To cure the Rejection pointed out by High Court deputed Quality checking team (to be done by vendor)
12. To redo the Quality checking for the corrected records (By High Court Deputed Staff)
13. To apply the Digital Signature on the corrected records (By High Court Deputed Staff)
14. To port all the data on DMS Server(DARIMS)(to be done by vendor)
15. During the execution of the project in all four type i.e. un-cleaned tiffs, cleaned tiff, unsigned pdf and signed pdf for all scanned cases/images shall be provided/uploaded/ported by vendor on DMS. All these file types shall be generated as per the Technical Specification as mentioned in this Tender

For execution of all the above mentioned process, the Digitization software shall be provided by the High Court for scanning, cleaning, indexing and for digital signature.

The detailed description of the Digitization Process is as follows:

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

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

2. Document Segregation work (to be done by vendor):

After the document preparation, the work of document segregation by flagging the physical documents of files with indexing parameter as mentioned in **Annexure P, Annexure Q, Annexure R** of the Tender document shall be done by the Vendor. Further the Vendor shall scan the record as per the Technical specification mentioned in Tender document.

3. Stamping / Segregation:

The vendor will differentiate the original copy and photocopy in the case file which will flag in the software so that scanned pages can be identified whether it is photocopy or original document.

4. Scanning (to be done by vendor):

After the document segregation Vendor shall scan the record of as per the Technical specification mentioned in Tender document.

5. Cleaning (to be done by vendor) :

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

6. Indexing(to be done by vendor) :

After the scanning and cleaning the judicial record the Vendor shall do the complete indexing of the scanned record with indexing parameter as mentioned in **Annexure P, Annexure Q, Annexure R** of the Tender document.

7. Quality Checking by Digitization Vendor:

Apart from the technical compliance the one thing that is to be done by Vendor to ensure that the all the pages of the physical files which are related to **Part A**(in case of judicial record) should be scanned and no page should be left out. The scanned images should be verified with the original pages of physical files. It is accepted that this work shall be done by Vendor on 100% basis. The Successful Bidder shall check total 100% of the scanned records on random basis for ensuring that scanned record is in match with original physical file for all the mentioned process. The vendor shall submit a certificate for this with each of the Invoice that will be raised by Vendor for the scanned or digitized records.

8. Quality Checking (By High Court Deputed Staff):

Vendor after doing the Q.C. at their level or after applying the Digital Signature shall return the files after refilling/rebinding/retagging/re taping to M.P. High Court deputed staff. An entry of this dispatch shall be made in CMIS software by the Vendor. The records shall also be verified by the High Court team after handing over the same to High Court and if any deviance will be reported for the scanned record the further Invoices shall not be considered for payment hence accuracy in scanning work is very important. During the Quality checking work at High Court end, Quality checking team shall ensure that the images are properly scanned and cleaned and also scanning pages are accurately scanned in comparison of original physical file. The images should be cleaned in a manner that there images should be no Black and blemish images, blank and invalid pages, Black marks, skews, De-Specks, proper Cropping (No content should be missing) and proper Image Orientation. Images shall also be checked as per the Indexing Parameters as entered by the Vendor in light of

indexing parameter as mentioned in **Annexure P, Annexure Q, Annexure R** of the Tender document.

9. Application of Digital Signature by Digitization Vendor:

After Quality Checking by Vendor as mentioned in above point the Vendor shall digitally signed the scanned records. The Position of Digital Signature shall be **Left Side Bottom Corner for Vendor**. Stamp should be affixed in such a manner that applying Digital Signature and Stamp not overlaps with the content of scanned document. Digital Signature software should apply the Digital Signature on all the pages. No pages should be left out.

10. After acceptance of Quality of the scanned record by High Court Deputed Staff further data shall be exported by the Vendor and required PDF shall also be created. This process shall integrate the metadata. Here the metadata shall be imported from CMIS software as per the data entry done by Presentation Staff of High Court (to be done by vendor) or with the help of CSV file that will be generated during the process of Digitization. The creation of metadata and PDF file shall be as per the specifications mentioned in Tender Document or as per industry standards. Metadata should be inserted in PDF.

11. Application of Digital Signature (By High Court Deputed Staff):the Quality checking by High Court the scanned document shall be further digitally signed by the High Court official/Senior employee. The Position of Digital Signature shall be Top Left Corner for High Court. Stamp should be affixed in such a manner that applying Digital Signature and Stamp not overlaps with the content of scanned document. Digital Signature software should apply the Digital Signature on all the pages. No pages should be left out.

12. To cure the rejection (**Annexure-“S”**) pointed out by High Court deputed Quality checking team (to be done by vendor): The cases which will be rejected on account of failure of Vendor not doing the work of scanning, cleaning, indexing, Q.C.(to be done by Vendor) at their end then the Digitization work needs to be done for these cases again by the company or the rectification for the applied rejections needs to be done on same day.

13. To redo the Quality checking for the corrected records (By High Court Deputed Staff): High Court deputed staff shall again do the Quality Checking for the corrected record and based on the feedback of the team the contract with the Vendor shall be continued. Correction work should be on 100% basis. After going through the correction work if users again raised the rejection penalty on per case shall be imposed.

14. To apply the Digital Signature on the corrected records (By High Court Deputed Staff)

15. To port all the Digitization data on DMS Server of High Court (to be done by vendor)

16. During the execution of the project in all four type i.e. un-cleaned tiffs, cleaned tiff, unsigned PDF and signed PDF for all scanned

cases/images shall be provided/uploaded/ported by vendor on DMS. These entire file types shall be generated as per the Technical Specification as mentioned in this Tender.

17. District Court Record may contain big size map, sealed packed items, x-rays, CD and electronics evidence. Digital certificate with hash value to be generated automatically with the help of software after copying the original records i.e. audio/ video in the server. The digital signature application (open source) for generating the hash value on audio / video record will be provided by the vendor and software will be handover to the High Court along with the source code.

Brief descriptions of above type are given below:

- a) Judgment are typed or handwritten or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins). *It contains MAPs and some have CD's and DVD's with it.*
- b) A vast majority of the Holdings comprise of Files of Legal sizes 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 on papers.
- f) The Holdings comprise black & white. Most of the documents / records are Black & white. There might be possibility that some colour books might be there.

Detailed Description of each type of Record and related process:

District Court Judicial Records:

There are two type of Judicial Record available with M.P. High Court at Jabalpur and its Benches at Indore and Gwalior:

1. Pending Case Files:-

- a. Case need to check in DMS (DARIMS) through CNR number, if case is partially scanned then segregation of pages need to be done.
- b. Scan the document as per above **Digitization Process** mentioned from **point no. 1 to 13.**
- c. **Turnaround time:- Pending Case File shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.**

2. Disposed Case Files:-

- a. Case need to check in DMS (DARIMS) through CNR number, if case is partially scanned then segregation of pages need to be done.
- b. Scan the document as per above **Digitization Process** mentioned from **point no. 1 to 13.**

- c. **Turnaround time:- Disposed Case File shall be return within three days after scanning, cleaning, exporting, indexing and upload digitally signed records along with raw data on the server of the High Court.**

3.5 Process wise specific Digitization Process (Apart from General Digitization process as mentioned in point 3.4 of Tender) for all prevailing Processes in High Court:

For each Record Type of Judicial cases following are the process:

- 3.5.1. Fresh Cases
- 3.5.2. Pending after Hearing Case files
- 3.5.3. Pending Disposed Case files
- 3.5.4. Disposes Case files

3.5.1. Fresh Cases:

Fresh Cases Digitization shall be done in Presentation Section itself. The Digitization process as mentioned in the point no. 3.4. Shall be followed by Digitization Vendor and High Court both. The record shall be delivered for scanning by Presentation staff to Digitization Vendor and vice versa. Only Fresh Cases shall be scanned at Presentation Section. The work of filing Fresh Cases is perennial in nature and around 165-180 cases are registered in Benches at around 500 cases are registered in M.P. High Court at Jabalpur on day to day basis. Indexing shall be done for Fresh Cases as per parameter mentioned in **Annexure 1** of the Tender. Cases are to be sending to Courts on day to day basis after completing the Digitization process as mentioned in the point no. 3.4 on day to day basis.

Vendor has to make a Scanning center for Fresh Cases Scanning. As per the listing policy all criminal cases are being listed on fifth court working day after scrutiny and all civil cases are being listed on third court working day. Vendor here is to make sure that Fresh Cases may be properly scanned, indexed and digitally signed before sending the cases to Hon'ble Courts. Special arrangement for scanning of such cases in which mention Memo (approved urgent hearing date) has been approved by Hon'ble Court is to me made by Vendor. Apart from the scanning work Vendor has to depute manpower for receiving and dispatching the Cases that are received and dispatched from their scanning center. For receiving and dispatch the file movement program available in CMIS software may be used.

Here at the Presentation Section though main work shall be related to fresh Cases but as a part of process some loose documents are to be digitized on day to day basis. Loose document are basically interlocutory application, Vakalatnama, affidavits which are filed by parties/advocates in a Pending case. But since these are received at Presentation Section their scanning is to done at Scanning center of Presentation Section. After scanning at Presentation Section the High Court staff sends these loose

documents to judicial sections where concerning staff append these in to its related files. Digitization process as mentioned in the point no. 3.4 on day to day basis is to be done for loose documents also. Presentation Section shall deliver the loose documents to the Vendor and after Digitization Vendor shall return them to Presentation Section staff for sending physical loose documents to sections.

3.5.2. Pending after Hearing Case files

The Pending cases which are already kept in Sections also get listed before Court as per the earlier order of Court. **There are two scenarios available in High Court at all the three places for this type of Record:**

1. Cases which are to be Complete Scanned
2. Cases which are to be Partially Scanned

1. Cases which are to be Complete Scanned:

There are certain types of cases which are pending and kept in judicial sections **but they are not scanned at all**. It means these types of cases have not been scanned by any vendor. The Vendor has to scan these type of cases and since these cases are pending and may be listed before Courts on different days scanning volume becomes less and scanning work needs to be done fast. The work of document preparation and document segregation requires efforts. Scanning for this type of cases is to also to be done as per the indexing parameter as mentioned in **Annexure P** of the Tender document.

2. Cases which are to be Partially Scanned

There are certain types of cases which are pending and kept in judicial sections but since digitization has already been started in high court, some part of these pending cases has been scanned by some other old Digitization Vendor or Vendors. May be some part of these cases got scanned at Presentation Section when these cases were registered a fresh or may be some part of cases got scanned during the scanning of Pending cases in Judicial Section itself. The Vendor has to scan remaining part of these type of cases and since these cases are pending and may be listed before Courts on different days scanning volume becomes less and scanning work needs to be done fast. The work of document preparation and document segregation requires efforts. Scanning for this type of cases is to also to be done as per the indexing parameter as mentioned in Annexure P of the Tender document. The scanning of **remaining part** will be done by the Vendor. The Vendor should go through the integration part of data digitized by different Vendors. The High Court will also help in this.

More specifically it is being mentioned that for the above mentioned scenarios along with High Court Case files the record of district court cases is available as district court record or lower court record get calls during day to day hearing of the court. Hence apart from the High Court record available with the case the record of lower court that is of district court is also to be scanned. The Indexing of District Court record shall be done as per the Indexing Parameters as mentioned in Annexure R of the Tender document. Indexing part shall be time consuming and shall require efforts.

3.5.3. Pending Disposed Case files

Pending Disposed files are those Judicial Case files which are recently have been decided. It covers the class of cases which are being decided by Courts on day to day basis. It has been aimed so that in future no backlog of cases remains in court as far as Digitization is concerned. As per the prevailing procedures in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior following **two type of work flows** are present:

1. M.P. High Court at Jabalpur:

The Cases which are being listed before Hon'ble Court on day to day basis and get decided are to be scanned. There are around 400 cases get decided in Jabalpur on day to day basis. As per prevailing procedure the disposed cases from Court are first being sent to Digitization center. Firstly, the Final order or Judgments get scanned and uploaded on server by Digitization Vendor as Advocates demands the certified copy of the same from Copying Section and Copying Section generated from the Digitized data. After this the physical file sends to compliance and disposal cell. The compliance cell staff does the necessary compliance as per court order like to send the copy of judgment to lower court, etc. after making the compliance the files are then send to Disposal cell. The Staff deputed at Disposal Cell makes the Disposal of file. It means staff separates the part A and Part B within the file.

Further the case is to be checked by the Digitization Vendor against the scanned or not scanned papers of case file. The documents which are not scanned get flagged by the Vendor and remaining document gets scanned by the Digitization Vendor and finally physical case files get deposited in Record room.

For this process it is advisable to bidder to get the acquainted with the prevailing process and then to quote their proposal.

2. M.P. High Court Benches at Indore and Gwalior:

The Cases which are being listed before Hon'ble Court on day to day basis and get decided are to be scanned. There are around 180 cases get decided in Indore and Gwalior Bench respectively on day to day basis. As per prevailing procedure the disposed cases from Court are first being sent to Judicial Section. In Judicial Section the concern Judicial Assistant makes the compliance in light of court order. After this the judicial assistant makes the Disposal of file. It means staff separates the part A and Part B within the file. The Judicial Assistant then deposits the case in Record room.

After registration of case in CMIS software at Record Room, the cases shall be checked by Digitization Vendor for the remaining document (if any). After doing proper flagging the case files are then being sent to Digitization Team of Vendor. The Vendor then does the required scanning/Digitization for the file.

With the above mentioned **two processes** at all three places there are **two scenarios** available in High Court as far as Digitization of **Pending disposed cases** are concerned:

1. Cases which are to be Complete Scanned
2. Cases which are to be Partially Scanned

1. Cases which are to be Complete Scanned:

There are certain types of cases which have been decided recently and Record Room or coming in Compliance and Disposal cell but they are not scanned **at all**. It means these types of cases have not been scanned by any vendor and now they have been decided and these are needs to be **completely scanned**. The Vendor has to scan these types of cases. The work of document preparation and document segregation requires **less effort**. Indexing for this type of cases is to also to be done as per the indexing parameter as mentioned in **Annexure P** of the Tender document.

2. Cases which are to be Partially Scanned

There are certain type of cases which are recently has been decided and kept in Record Room or coming in Compliance and Disposal cell but since digitization has already been started in high court long back, some part of these cases has been scanned by some other old Digitization Vendor or Vendors. May be some part of these cases got scanned at Presentation Section when these cases were registered a fresh or may be some part of cases got scanned during the scanning of Pending cases in Judicial Section itself. The Vendor has to scan the remaining part of such cases. The work of document preparation and document segregation **requires efforts**. Indexing for this type of cases for the **remaining pages** is to also to be done as per the indexing parameter as mentioned in **Annexure P** of the Tender document.

More specifically it is being mentioned that for the above mentioned scenarios along with High Court Case files the record of district court cases is available as district court record or lower court record get calls during day to day hearing of the court. Hence apart from the High Court record available with the case the record of

lower court that is of district court is also to be scanned. The Indexing of District Court record shall be done as per the Indexing Parameters as mentioned in Annexure R of the Tender document. Indexing part shall be time consuming and shall require efforts.

3.5.4 Digitization Process for Disposed Cases:

In this process all such Disposed Cases which have been decided long back and also have been decided in recent years, further have been kept in Record Room. For this type of cases also three scenarios are present.

1. Cases which needs to be **completely scanned**, cleaned, indexed, Quality Checked and digitally signed, uploaded in DARIMS/DMS.
2. Cases which need to be **partially scanned** as some part of the cases have already been scanned by old Digitization Vendor or Vendors.
3. Cases which were earlier scanned and digitized by old vendors but during current Quality Checking work or during Elimination work which is being done for each and every file it is now coming in to knowledge that some pages of case files are remaining to scan and needs to newly scan for proper Digitization work.

For scenarios no. 1 and 2, the Vendor has to follow the Digitization Process as mentioned in point no 3.4 of the Tender. The work of document segregation and document classification shall be done by Vendor. The remaining record that will be scan shall be indexed on indexing parameter as mentioned in **Annexure P**. The work of identifying the remaining documents for scenarios no. 3 shall be done by High Court team. After scanning the remaining documents the entire documents shall again be checked by High Court team.

The cases for scanning shall be provided by Record Room officials to Digitization Vendor.

For each Record Type of Judicial cases following are the process:

3.5.5. Digitization Process for Administrative Records

There are two scenarios for Administrative record Digitization:

3.5.5.1 At Principal Seat at Jabalpur a centralized record keeping process exist. Records are categorized on the basis of Major and Minor head. All the administrative records are placed at one Place. Hence software needs to be developed according to this criterion.

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

Digitization has been started in some section and needs to be started in some more sections. The type of records here are Service Books, Landscape document in form of statements, short and long registers.

Vendor has to follow the Digitization Process as mentioned in point no 3.4 of the Tender **Administrative record Digitization.**

3.5.6., 3.5.7., 3.5.8 Digitization Process of Old rare Books & (both black and white and color), I. L. R. (Indian Law Reporter) Publications, Gazette Notifications and other papers etc.:

Books Scanners are to be used for Library. Vendor has to follow the Digitization Process as mentioned in point no 3.4 of the Tender as similar to **Administrative record Digitization.**

3.5.9 District Courts Records in the High Court. The District Court records accompanied with High Court Case record in Pending Case shall be Digitized as per the Digitization Process as mentioned in point no 3.4 of the Tender and as per indexing parameter as mentioned in Annexure R. Necessary details for scanning District Court is mentioned in judicial record type process scanning procedure.

3.6 Estimate of Volumes

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

Artefacts/ Items to be digitized *	Approximate no. of pages
Judicial Records	5 Crores
Administrative Record	1 Crores
Rare Books	1,00,000
ILR Publications	50,000
Other (Gazette Notification etc.)	1,00,000
Note * The Number of items to be digitized may increase /decrease depending on final completion.	

3.7 Overview of the Solution: The bidder has to present the overview of the Digitization solution at High Court of Madhya Pradesh Jabalpur and its Benches at Indore and Gwalior.

3.8. Pilot Project

- a) Successful completion of the pilot shall be the prerequisite for going ahead with the remaining contract. All payments under this contract shall commence only after the successful completion of pilot project.
- b) *Using a representative sample of the High Court of M.P. of all the*

artifacts and of all the process as mentioned in Tender document, the Service provider will conduct a pilot of the Digitization process. The purpose of the pilot project is to gauge the ability of the proposed work plan and workflow to digitize artefacts with the required speed, quality of digitized records and care of original artefact. The data incorporated from the digitized artefacts during the Pilot. The criteria by which the Pilot Project Digitization processes are assessed:

- *Care and Handling of artifacts.*
- *Number of artefacts digitized per day (according to the figures stipulated in the Expected Time Schedule).*
- *Quality of digitized records and metadata (records conformity with image Technical Specifications and agreed metadata standards will be assessed).*
- *Indexing of the Scanned Data that is to done by Service Provider with the document types available in CMIS software/ based on the list that will be provided by High Court team/as mentioned in Annexure P,Q and R.*
- *Service Provider shall complete the Quality checking with original case file/document scanned in Pilot phase. Service Provider shall depute sufficient manpower for initial Quality checking at their own cost. Quality checking for each of the process for the scanned data shall be done by Vendor 100%.*
- *Success ratio of Quality checking of the scanned record with the original one. Apart from the basic cleaned images the main check shall be the comparing the scanned records with the original record.*
- *Digital Signature shall be applied by the successful Vendor on Bottom Left corner on the scanned data.
The Signatures shall be applied with some adequate width and length so that signature shall not overlap with the actual content of scanned file. Time taken in applying the Digital signature shall be very less and should match the satisfaction of the High Court of M.P.
Digital Signature should be applied on all the pages no skip.
After Quality Checking of the Scanned record, Digital Signature shall also be applied by the High Court Team on **Top Left corner** on the scanned data. Time taken in applying the Digital signature shall be very less and should match the satisfaction of the High Court of M.P.
Digital Signature should be applied on all the pages no skip.*
- *Rejection handling procedure in both case i.e. Whether the record has been rejected in Quality Check or in Elimination Process. Data of Rejection handling should be updated in Digitization software and proper reports in software should be generated such that it may be monitored by High Court team on Day to Day basis*

- *Procedure that is going to be adopted for ensuring that the applied rejection and further correction on this has been done in an accurate manner by the service provider*
- c) In addition to the above ten broad criteria, a detailed **User Acceptance Criteria** for the Pilot shall be prepared jointly by the High Court of M.P. and Service Provider before the commencement of the Pilot. The Pilot shall be considered successful or otherwise based upon the detailed acceptance criteria so agreed.
 - d) The Pilot Project allows the Service Provider to improve their Digitization processes by adjusting the Workflow and Work Plan based on the findings of the ongoing assessment of the Pilot Project.
 - e) The Pilot Project would not be approved for full implementation by the High Court of M.P. until all assessment criteria are approved by High Court of M.P.
 - f) It is expected that a total of **Two Lakhs pages in a consolidated way for all the three locations** would be covered in the pilot phase. These **Two Lakhs** artifacts (for the Pilot) would be selected in a manner to ensure that all kinds, types, categories and condition of artefacts are included in this sample (e.g. the papers which are unlisted and un-paginated shall also be included) so that this sample is adequately representative of the complete collection. *Sample from all type of process shall be taken for this.*
 - (g) *Pilot project approval is the preliminary approval for the execution of all the relevant process for the Digitization project. Even after approval of it also M.P. High Court may change the process due to unforeseen scenarios or due to change in requirement of M.P. High Court.*

3.9 Documents Archival

- a) The High Court of M.P. requires Four 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), Print File (Signed and unsigned both). (uncleaned tiff, clean tiff, unsigned PDF, signed PDF).
- b) The details and specifications of each of four three files are to be mentioned by the bidder.
- c) The Service Provider should provide and maintain Production Server(s) and at least one Live Server at High Court of M.P. (if required) as DMS shall be the part of High Court
- d) All digitized images along with metadata would initially reside on the production server(s) and once they are quality assured by the High Court of M.P. they would be transferred to the Live DARIMS Server **& ICMIS (High Court Server) or DMS Server** to be used for High Court of M.P. Intranet / Internet.

3.10. Post Implementation Support

- a) Digitization is expected to be carried in the period of **03 year**. The

Service Provider shall provide a post implementation technical support for at least **one year** as a part of the handholding exercise for the High Court of M.P. staff.

- b) The Service Provider should provide details of what is covered as part of this technical support.
- c) Post implementation support beyond the post completion may be considered at High Court of M.P. discretion.

3.11 Software Licensing / Development

All the software's required for the Digitization of records is to bring by the Service provider. After digitization all the software with the source code shall become the property of High Court.

3.12 Technical Specifications and Requirements:

Specifications	Judgment / Order, Records A3 / Legal / A4/ Old Rare Books, Journals , ILR Publication
File Format (Print File)* / view file	PDF/A or its latest version and XML output
Scanning - Optical Resolution	100x100,200x200,300x300, 600x600 or as directed
Colour / Bit Depth	12/ 24 Bit Colour
Feeding (Scanning) Method (*)	Manual / Flatbed/ sheetfed/ Book / ADF Scanners or as directed.
Indexing	All documents
No. Of Fields to be Indexed (indicative)	20-25
Threshold	Yes
Deskewing	Yes
Despeckling	Yes
Cropping	Yes
Pagination Required	Yes
Image Size	Same as theOriginal document
Image Enhancement Process (Scanning and Stabilization Intervention)	Yes
File Name	Accession No.
Water Marking	Yes
automatic image processing tools and methods for perfect image and batch conversion	Yes
Catalogue of the documents	Yes
Hyper linking of the Documents	Yes
Creating portfolio of the documents.	Yes

(*) The Quality / Conditions / Age of the documents, would determine whether to use (flatbed / book /Sheetfed /Overhead/ADF etc,) given the

condition of the artifacts, in some cases book / overhead scanners/MAP Scanners may be required. All images should be true colour representation of the original records. Generated PDF file should have provision for security features for the required outputs PDF.

Scan and digitize each document of file and the data is to be stored by way of images in Portable Document Format PDF/ A with adequate resolutions **with free text search facility** and ensure the readability and ease in retrieval including cleaning and spot reduction. The images so stored in the database should be properly indexed as per the requirements of The High Court of M.P. and should be capable of adding more images, at later stage in need be, in an old stored filed. The data so stored shall be in a **non-editable form**. Below are the mandatory specifications of required PDF / A File format.

The PDF's should comply with the following specifications:

- PDF / A format (ISO 19005-1:2005)
- 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.
- Should be linearized PDF (as defined by PDF reference manual (ISO 32000-1:2008) to ensure faster web viewing.
- In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 date 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.
 - 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 windows search utility on the local computer.
- a. The database created by the bidder shall be retrievable in Portable Document Format by the user. Necessary training for the retrieval of the database, Scanning/digitizing, storing and organizing is to be imparted to the staff of this Court.
 - b. The data is to be stored by way of images in Portable Document format with adequate resolutions to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirements of High Court of Madhya Pradesh, Jabalpur and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
 - c. All Scanned / digitized paper files will be stamped and duly signed by the user indicating that the "FILE IS SCANNED / DIGITIZED" With Vendor Name and the bidder will be fully responsible for any loss / damage of any document.

Section IV

Criteria for Evaluation

4.1 Evaluation of Technical Bids

S. No.	Selection Criterion	Marks	Technical Proposal submission forms
1.	Experience of undertaking similar assignments / Projects (Past credentials and organizational profile and reputation) and implementation of document management system (DMS) software. Work Satisfaction certificate from the concern organization for which the Project has been executed.	100	Form T-1, Form T-2
2.	<u>Approach and Methodology</u> (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) All the Process details are mentioned in Tender. Hence based on the process details approach and methodology should be presented before High Court). Detailed Digitization Plan should be submitted	200	Form T3, Form T4
3.	<u>Key Personnel Deployed for the assignment</u> (Team Leader/Project Manager, Full time Domain Expert and other key experts proposed and their respective time committed for the High Court of M.P. project). Conditions as mentioned in Bidders Conditions shall also be considered for the relevant manpower deployment.	50	Form T5, Form T6, Form T7
4.	New Equipment Proposed to be installed at the High Court of M.P. for the entire setup (Servers, scanners, computers etc.) in light of total Digitization Data that will be available with High Court in next 5 years	100	Form T8
5.	<u>Different Certifications</u> like (CMMI Level 3, Level 5, ISO, Security standards certificates) etc.	50	Form T9

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

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 will be returned unopened.

Note: 3) The minimum of 350 marks are there for getting selection in the financial bid opening.

Note: 4) The decision of the of the Registrar General for finalization of the Bidders will be final.

Section V **Payment Terms**

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

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

5.1 Digitization of Archives - Transaction Based Costs Monthly Invoices should be raised by the Service Provider upon completion of monthly job / work. All payments shall be made based on work completed and approved by the Registrar General, High Court of Madhya Pradesh or the Officer nominated by him. Quality Check also be randomly checked by High Court team. If it is found that Quality Checking work (cross checking of the scanned record from the original one, Indexing work as per the prescribed parameter) done by Vendor is not satisfactory, Invoice shall be not be accepted till the desired work is corrected by service provider. Also if during the Quality Checking work by High Court team for the remaining data (as mentioned in Invoice) it is found that work is not satisfactory then Invoice shall be not be accepted till the desired work is corrected by service provider.

5.2 Method of Billing:

To receive payments, the Service Provider must submit an appropriately itemized invoice to the Registrar General, High Court of M.P. for services performed. Invoices are to be sent in triplicate to the High Court of M.P. along with all supporting documents approved by officer nominated by Registrar General, High Court of M.P. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice. The Invoice to be submitted in triplicates. *Before processing the Invoice the procedure as mentioned in point no 5.1 shall be strictly followed by service provider.*

5.3 Method of Payment :

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

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 **36 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 COMPLETION OF THE CONTRACT

6.5.1 **The successful bidder shall complete the assignment within 3Years 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.

Section – VII

7. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

7.1 GENERAL

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

7.2 EQUIPMENTS AND SUPPORTING ACCESSORIES / SOFTWARE

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 **and maintained by the bidder/service provider.**

7.3 SITE ACCEPTANCE TESTS (SAT)

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

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

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

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

7.3.5 The Employer or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the Service Provider / Bidder to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

7.3.6 The Service Provider / Bidder shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Madhya Pradesh, Jabalpur.

7.3.7 Any components or modules failing during the acceptance tests shall be corrected / changed free of cost by the Service Provider /

Bidder. These replacements shall not be made out of spares supplied by the Service Provider / Bidder as part of supplies under this Contract. This shall also not entitle the Service Provider / Bidder to any extension of completion time.

7.3.8 The cost of all test and / or analysis shall be fully borne by the Service Provider / Bidder.

7.3.9 The completed installation at all stages shall be subjected to checks and tests as decided by the Registrar General, High Court of M.P. The Service Provider / Bidder shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

7.4 CONSIGNEE AND SECURITY OF EQUIPMENTS

Security of all equipments 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.

The ongoing care and maintenance of all the Systems Installed and other related work shall be carried out on quarterly basis and the service provider shall submit the report in this respect to the Chief System Analyst, High Court of M.P., Jabalpur.

7.5.2 Scheduled Downtime

(a) Scheduled downtime is defined as the period of time when the **hardware** is not functioning on account of Holiday.

(b) It will be expressed in Hours.

(c) The maximum scheduled downtime would be one day in every calendar month.

(d) The maintenance of application would be carried out with a minimum advance notice of 24 hours in writing and acceptance of the same by Registrar General, High Court of Madhya Pradesh.

7.5.3 Mean Time to Resolve (MTTR)

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

S. No.	Severity Level
1	High
2	Low

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

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

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

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

7.5.4.2 The penalty will be applicable on per fault / failure basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the Service Provider / Bidder.

7.5.4.3 After the expiry of the contract it shall be optional for the Registrar General, High Court of Madhya Pradesh not to enter the contract further with the Service Provider / Bidder. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Service Provider / Bidder it reserves the right to terminate the same during its currency, after **giving notice** to the Service Provider / Bidder.

7.5.4.4 The Service Provider has to maintain adequate SLA (Service Level Agreement) parameters as mentioned by the Registrar General, High Court of Madhya Pradesh. Any cost involved to meet the service level requirements specified above is to be borne by the Service Provider.

7.5.4.5 In case the Service Level Requirements are violated continuously for a period of 15 days, the Registrar General, High Court of Madhya Pradesh reserves the right to terminate the Contract by giving a notice to the Service Provider.

7.6 Penalty Clause

For all the mentioned process in Point no. 3.5 of the Tender penalty clause shall apply as follows:

7.6.1. Quality Checking: If at the time of Quality checking of record which has been scanned by the Digitization Vendor, it is found that there is a variation in the actual physical file and the scanned document or Indexing has not been done as per the mentioned indexing parameters in Annexure P, Q and R then a penalty of Rs. 500 per case shall be levied. If High Court user has marked some rejection and vendor informs that the said rejection has been corrected by them and even then same rejection is being repeatedly reported by High Court user then a penalty of Rs. 600/- in addition to the Rs. 500 per case shall be levied. Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 on per day per rejection shall be levied on Vendor.

Section VIII

Submission Forms

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

8.1 General Submission Forms

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

8.2 Technical Proposal Submission Form

S. No.	Criterion	Submission List	Attached with Deviation / No deviation (Y/N)
1	Experience of undertaking similar assignments/jobs, credentials	Form T- 1 Form T- 2	
2	Project Approach, Methodology and Implementation strategy and Digitization Plan in Detail as for all the mentioned processes in Tender document	Form T- 3 (<i>Write up /Note</i>) and copy of presentation. Form T-4	
3	Key Personal Deployed for the Project, Resource Plan Personal CVs	Form T5, Form T6,Form T7	
4	Equipment Proposed to be installed at High Court of M.P. Jabalpur and its Bench at Indore and Gwalior (Hardware)	Form T- 8	
5	Level certificate	Form T- 9	
5	Deviation/ No Deviation Confirmation	Form T-10	
6	Letter of Association (if Applicable)	Form T-11	

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 High Court of M.P. records in accordance with your tender document dated ----- . We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

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 non conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations].
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by the Registrar General High Court of M.P., 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 High Court of M.P. with all the required hardware, software and support services within the pilot phase and carry out all scanning work within High Court of M.P. premises.
- g) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity, without the prior written permission of the Registrar General, High Court of M.P. and that such permission shall be granted in very rare cases and at the sole discretion of the Registrar General, High Court of M.P.
- 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 T-1
Experience of Similar Work

Project Detail Sheet (Serial No.)

Project name:	Approx. value of the contract (in Rs):
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
Your firms role on the project : (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): Completion date (month/year):	Number of professional person-months provided by the JV partners or the Sub-Service Provider / Bidders:
Address and Contact Details of Client: (Please provide email and mobile number of Client's representative who can be contacted for vetting project details)	
Name of Joint Venture partner or Service Provider / Bidders, if any:	
Name of Senior Staff (Project Manager/Coordinator, Team Leader) involved the Bidder and functions performed indicated whether regular full-time employees of the Bidder or part-time/independent	
Narrative description of Project in brief:	
Description of actual services provided by the Bidder in the assignment: Also mention the type of historical records digitized on the project, if any.	

- 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.
- Work Satisfaction Letters are needed from the concerning government department or company or any other organization.

Form T- 2

Credentials for Digitization

(ONLY FIVE BEST DIGITIZATION PROJECTS EXECUTED BY FIRM)

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

Work Satisfaction certificate for the above mentioned projects must be enclosed in this form by the Bidders

Form T- 3

Project Approach, Methodology and Innovativeness

Describe the proposed approach and methodology for completing the assigned work for the project in not more than 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 High Court of M.P. holdings. Include the following in your Project Management Methodology:

- a) Your Vision for High Court 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 Digitization, including the following details:

a) Artefact preparation.

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

b) Scanning Methodology.

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

c) Creation of Indexing and Integrating of High Court Metadata

- i. Describe the steps you would take for doing indexing as per High Court criterion as mentioned in Annexure P, Q and R.
- ii. How would integrate metadata (High Court CMIS/csv files)

d) Creating catalogue of the scanned document.

e) Hyper linking of the scanned documents.

f) Portfolio Management of the documents.

Form T4

Digitization Plan: Project Approach, Methodology and Innovativeness for doing the Digitization Project as per the Processes mentioned in Tender document which can be briefly stated as below must be submitted by Bidders:

S n	Type of Record	Minute Description of Record	Name of Process	Scenarios available in High Court	Brief Details of Scenarios	Number of Point or Clause at which Details of Scenarios are mentioned in Tender
1.	Judicial	Fresh Case / Loose documents	Fresh Case Files Digitization	Only one scenario	New Cases that are going to be Registered in Presentation Centre on day to day basis are to be Digitized	Section III, Point 3.3,3.4.,3.5
		Pending Case	Pending Case Files	1	Cases which are Pending and Kept in Sections and which have not been scanned by any Vendors till date and are to be completely scanned	Section III, Point 3.3,3.4.,3.5
				2	Cases which are Pending and Kept in Sections and which are Partially Scanned by old Vendor or Vendors and needs to be completely scanned	Section III, Point 3.3,3.4.,3.5
		Pending Disposed Cases (Currently Decided Cases)	Pending Disposed Case files	1	Cases which are recently decided or getting being decided on day to day basis are being Digitized through Compliance and Disposal Cell at Jabalpur (Principal Seat) or through Record Room at Benches. These Cases are to be completely scanned as there are not scanned by any Vendor till date.	Section III, Point 3.3,3.4.,3.5

				2	Cases which are recently decided or getting being decided on day to day basis are being Digitized through Compliance and Disposal Cell at Jabalpur (Principal Seat) or through Record Room at Benches. These Cases are already Partially Scanned by some other Vendor or Vendors and needs to be partially scanned for remaining pages.	
		Decided Cases/Disposed Cases	Complete un scanned Disposed Cases	1	Cases which needs to be completely scanned, cleaned, indexed, Quality Checked and digitally signed, uploaded in DARIMS/DMS. These cases are not scanned by any vendor.	Section III, Point 3.3,3.4.,3.5
			Partially Scanned Disposed Cases	2	Some part of these cases were earlier scanned by some other vendor or vendors and remaining pages are needed to be scanned or digitized	Section III, Point 3.3,3.4.,3.5

			Cases which were earlier scanned by Vendors as per then prevailing criterion but now during 100% Quality Check and during Elimination work it is known that some pages are either incorrectly scanned or some required pages are not scanned	3	Cases which were earlier scanned and digitized by old vendors but during current Quality Checking work or during Elimination work which is being done for each and every file it is now coming in to knowledge that some pages of case files are remaining to scan and needs to newly scan for proper Digitization work. The work of identifying the remaining documents for scanning shall be done by High Court team. After scanning the remaining documents the entire documents shall again be checked by High Court team	Section III, Point 3.3,3.4.,3.5
		Indexing of digital signed electronic document created by the Court Staff	----	-----	-----	Section III, Point 3.3,3.4.,3.5
2.	Administrative Record	Records kept in a centralized space or various section	Administrative Records	1	In Principal Seat the Records are kept in a centralized record room for Administrative records. Some portion of Record room has already been digitized. Remaining is to be done.	Section III, Point 3.3,3.4.,3.5
				2	In Benches Records have been kept in different sections hence Digitization needs to be done in Section itself. Digitization in some section has already been started by old Vendor.	Section III, Point 3.3,3.4.,3.5

3.	Other type of Records	Records or Books kept in a centralized space or various section or in Library	Old rare Books & (both black and white and color),	Nil		Section III, Point 3.3,3.4.,3.5
			I L R (Indian Law Reporter) Publications, Gazette Notifications, S.W. Section and other papers etc.	Nil		Section III, Point 3.3,3.4.,3.5
4.	District Courts Records in the High Court	Pending Case	Pending Case Files Digitization	NIL	---	Section III, Point 3.3.6
		Disposed Case	Disposed Case Files Digitization	NIL	----	Section III, Point 3.3.6

Form T- 5

Expert Team and Summary of CV Information

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

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

Form T- 6

Personal CV' Information

- **For ALL the Key Resource persons including Project Manager and Site In charges at all the three places**

Form T-7
Resource Plan

S. No.	Name of Expert/ Position	Expert input (in the form of a bar chart)														Total Person-month Input			
		1	2	3	4	5	6	7	8	9	.	.	.	31	Field	Home	3	Total	
1		Full time																	
		Part Time																	
2																			
n																			
		Total																	

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-8
Equipment Proposed to be installed at HIGH COURT OF M.P.

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

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

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

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

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

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

Form-T- 09

Different Certifications (CMMI Level 3, Level 5, etc.)

- **Certificate in respect of Level should be enclosed.**

Form T-10

Deviations/ No Deviations Confirmation

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

Sl. No.	Clause no.	Complied / Not complied

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.

Sl. No.	Section No.	Clause No	Clause Descript	Non Compliance/ Partial Compliance	Remarks

Form T - 11

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, B, C and D formats provided below, without any modifications, additions or deletion. In case you wish to offer any services not covered in either of three tables, please mention them separately as Table E and NOT as part of Table A, B, C and D. The financial bid of Table E will not form a part of evaluation of Financial Bid Price.

Table-A

Sn	Type of Record that is to be Digitized	Minute description of Record	Name of Process	Scenarios available in High Court (for details read Tender Document carefully)	Scenario detail (Section III, Point 3.3,3.4.,3.5)	Unit Rate (rate per page /image)	Taxes	Amount
1	2	3	4	5	6	7	8	9=7+8
1	Judicial	Fresh Case	Fresh Case Files Digitization	Only one scenario	New Cases that are going to be Registered in Presentation Centre on day to day basis are to be Digitized			
		Pending Case	Pending After hearing Case Files	1	Cases which are Pending and Kept in Sections and which have not been scanned by any Vendors till date and are to be completely scanned			
				2	Cases which are Pending and Kept in Sections and which are Partially Scanned by old Vendor or Vendors			

					and needs to be completely scanned			
		Pending Disposed Cases (Currently Decided Cases)	Pending Disposed Case files	1	Cases which are recently decided or getting being decided on day to day basis are being Digitized through Compliance and Disposal Cell at Jabalpur (Principal Seat) or through Record Room at Benches. These Cases are to be completely scanned as there are not scanned by any Vendor till date.			
				2	Cases which are recently decided or getting being decided on day to day basis are being Digitized through Compliance and Disposal Cell at Jabalpur (Principal Seat) or through Record Room at Benches. These Cases are already Partially Scanned by some other Vendor or Vendors and needs to be partially scanned for remaining pages.			

		Decided Cases/Disposed Cases	Complete un scanned Disposed Cases	1	Cases which needs to be completely scanned, cleaned, indexed, Quality Checked and digitally signed, uploaded in DARIMS/DM S. These cases are not scanned by any vendor.			
			Partially Scanned Disposed Cases	2	Some part of these cases were earlier scanned by some other vendor or vendors and remaining pages are needed to be scanned or digitized			
			Cases which were earlier scanned by Vendors as per then prevailing criterion but now during 100% Quality Check and during Elimination work it is known that some pages are either incorrectly scanned or some required pages are not scanned	3	Cases which were earlier scanned and digitized by old vendors but during current Quality Checking work or during Elimination work which is being done for each and every file it is now coming in to knowledge that some pages of case files are remaining to scan and needs to newly scan for proper Digitization work. The work of identifying the remaining documents for scanning shall be done by			

					High Court team. After scanning the remaining documents the entire documents shall again be checked by High Court team			
		Indexing of digital signed electronic document created by the Court Staff	----	-----	-----			
2	Administrative Record	Records kept in a centralized space or various section	Administrative Records	1	In Principal Seat the Records are kept in a centralized record room for Administrative records. Some portion of Record room has already been digitized. Remaining is to be done.			
				2	In Benches Records have been kept in different sections hence Digitization needs to be done in Section itself. Digitization in some section has already been started by old Vendor.			
3	Other type of Records	Records or Books kept in a centralized space or various section or in Library	Old rare Books & (both black and white and color),	Nil				

			I L R (Indian Law Reporter) Publications, Gazette Notification, S.W. Section and other papers etc.	Nil				
4.	District Courts Records in the High Court	Pending Case	Pending Case Files Digitization	NIL	----			
		Disposed Case	Disposed Case Files Digitization	NIL	-----			

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

Form F – 1- Financial Proposal

Table-B

S. No.	Requirement of Software	One time per user price	Annual License price for per user	GST	Total Amount
A	B	C	D	E	F=(C+D+E)
1.	The document archival and retrieval software integrated with the ICMS software and other software of the High Court. This software will have the editable facility with the PDF documents which will store in the data base of file system. The original PDF file will not tempered and kept in original in the software. The personal diary software have feature like one note, notepad, open office will also be integrated with the above software. The AIR / SSC software may also be integrated with the software for better searching of text available in the PDF documents. The document will be editable by the periphery equipment given with the touch screen computers. The certificate regarding security audit shall be provided by the vendor for this software at the time of implementation. The source code will be provided by the vendor to the High Court.				
2.	Two technical manpower will be deputed by the vendor for implementation of this software for one year.		Not applicable		

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 scanning software shall be provided by High Court. It will be an integral part of High Court DMS.
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 (if its applicable in any case).
3. The software to be developed in the open source and source code to be given to the High Court after executing the contract and modified as per direction of the High Court.
4. **The rates to be quoted should inclusive of all taxes and duties with detailed breakup.**
5. ***The rate contract for Table – “B” will be of 03 years and for Table- “C” will be of one year which can be extended for further one year after mutual approval from the competent authority of the High Court.***

Form F – 1 - Financial Proposal

Table-C

S. No.	Requirement of hardware	Unit Rate	GST	Total Amount (Unit Rate + Taxes)
A	B	C	D	E=(C+D)
1.	Wacom touch display DTH-2420			
	Wacom touch display DTH-2452			
	Wacom touch display DTK-2451			
2.	<p>Computer System All-in-One with Touch screen (Windows Operating System with MS Office) Intel Core i7 7770, 3.4GHz,8MBL3 cache Mother board Intel® Q77 or above, Intel ® Core i7-7700 Process (Quad core / 8MB / 8T/ 3.6Ghz/65W), 8 GB DDR4 with 2 SODIMM sockets, Super Multi SATA Drive 8x DWDRW, Integrated 23" LED widescreen monitor with Touch Capabilities(FHD), Wireless Keyboard and mouse, Integrated 10/100/1000, 1TB SATA 3G Hard Disk Drive (7200 rpm), NVIDIA® GeForce® GT 630 / AMD Radeon HD 7650A, Integrated Webcam must be available, Stereo Sound , Wireless NIC 802.11b/g/n Mini Card and Integrated Bluetooth 2.0, Windows 10 Professional 64 bit preloaded with recovery DVD media , 5 Year Comprehensive Onsite Warranty , Energy Star 5.2 Compliance, Screen Blanking, Hard Disk and System Management Idle Mode in Power On. Set up Password. Power Supply Surge Environmental protected. EPEAT compliant. Certified with Green Peace rating of 5 and standards above (OR) any other similar rating or certification that aims at green brand PC. Original Equipment Manufacturer (OEM) Manufacture or its authorized distributors/ dealers with OEM, 3 Years on site Comprehensive Warranty support with Level 1 Support from bidder and Level2 support from OEM, Must have Company Authorized Service Centre in Capital City/ High Court Place with Customized stand.</p>			
3.	<p>Visualizer : Zoom: 20x, Digital Zoom: 12x, Output Resolution: XGA, SXGA, WXGA, 1080p, Frame Rate:30 fps, Shooting Area Max: 440 x 330 mm (17.3" x 13") > A3 size, Built-in Backlight Size :210 x 297 mm (8.3" x 11.7"), High Color Reproduction: ΔE*ab 12.3 (mean), SNR:51 dB, Sharpness :MTF 967 lines, Lamps Dual LED side lamps supported by a gooseneck, Input Interface : VGA, HDMI, Output Interface: VGA x 2, HDMI, C-Video, USB Image Transmission : USB 2.0 (480 Mbps) high-speed transmission, Audio/Video Recording One-touch records image and sound synchronously, Built-in Memory: 240 JPEG USB flash drive for USB flash drives (up to 4TB) or wired/wireless mouse for annotation Built-in Microphone :Yes, Image Capture Single or continuous capturing Auto Tune Yes, one button for image optimization , Image Rotation: 0°, 180°, flip, mirror, Anti-Theft Kensington anti-theft lock device, Free Lumens Software Support PC Windows 10, 8, 7, XP, Vista, Mac OS X, Chrome OS, iOS and Android App; WIA and TWAIN interface, Weight: 12.3 lbs (5.6 kg), Dimensions Folded : 22.3"x15.2"x6" (566x385x152 mm), Open: 18.3"x15.2"x23.1" (466x385x588 mm)</p>			

Form F – 1 - Financial Proposal

Table-D

S. No.	Requirement of hardware	Unit Rate	GST	Total Amount (Unit Rate + Taxes)
A	B	C	D	E=(C+D)
1.	Digital signing module per work station with API support enabling integration with exiting web application and supply of HSM instigation & hand over for 3 years warranty support. (The warranty supports include implementation, training, warranty of hardware, post implementation support for 3 years, on-site support and integration with the existing program of the High Court for next 3 years.)			
2	Class-II Digital Signature valid for 2 years.			

Form: PQ-1

VENDOR / BIDDERS DETAILS

Sl.No.	Description	<u>Indicate also page number where attached</u>
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 Copy of previous 3 Financial Year's Income Tax Return.	
6.	Minimum CMMI3 certification or above, ISO, Security Certification (Please attach copy)	
7.	GST Registration No. (Please attach)	
8.	GST Return (Please attach).	
9.	Experience Certificates of 5 years in providing digitization services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft: c) Date of issue: d) Name of issuing Bank:	
11.	Details of online Tender Fees: a) Amount: b) Date c) Reference No.	

Form: PQ-2

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

From (Name & Address of the Statutory Auditor)

To,
The Registrar General,
High Court of Madhya Pradesh,
Jabalpur

Ref.: _____

Sir,

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

Sl. No.	Firm	2016-17	2017-18	2018-19
		Amount	Amount	Amount
1				

Note: The minimum turnover of the vendor to be Rs. 10 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 High 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

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 High Court Records on Turnkey Basis for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this day of 2019

Name and Signature

In the capacity of

**Duly authorised 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 P

List of Indexing parameter currently in use of fresh, Pending and disposed cases in relation to the different processes as mentioned in Tender			
S. No.	Major Description of document type	Minor Description of document type	Current Status in database
1	AFFIDAVIT	AFFIDAVIT	Y
2	DOCUMENT	A1	E
	DOCUMENT	A2	E
	DOCUMENT	A3	E
	DOCUMENT	A4	E
	DOCUMENT	A5	E
	DOCUMENT	A6	E
	DOCUMENT	A7	E
	DOCUMENT	A8	E
	DOCUMENT	A9	E
	DOCUMENT	A10	E
	DOCUMENT	A11	E
	DOCUMENT	A12	E
	DOCUMENT	A13	E
	DOCUMENT	A14	E
	DOCUMENT	A15	E
	DOCUMENT	A16	E
	DOCUMENT	A17	E
	DOCUMENT	A18	E
	DOCUMENT	A19	E
	DOCUMENT	A20	E
	DOCUMENT	A21	E
	DOCUMENT	A22	E
	DOCUMENT	A23	E
	DOCUMENT	A24	E
	DOCUMENT	A25	E
	DOCUMENT	A26	E
	DOCUMENT	A27	E
	DOCUMENT	A28	E
	DOCUMENT	A29	E
	DOCUMENT	A30	E
	DOCUMENT	A31	E
	DOCUMENT	A32	E
	DOCUMENT	A33	E
	DOCUMENT	A34	E
DOCUMENT	A35	E	
DOCUMENT	A36	E	
DOCUMENT	A37	E	
DOCUMENT	A38	E	
DOCUMENT	A39	E	
DOCUMENT	A40	E	
DOCUMENT	APP. U/S 438 of CRPC 1973	E	
DOCUMENT	APP. U/S 439 of CRPC 1973	E	
DOCUMENT	B1	E	
DOCUMENT	B2	E	
DOCUMENT	B3	E	
DOCUMENT	B4	E	
DOCUMENT	B5	E	

DOCUMENT	B6	E
DOCUMENT	B7	E
DOCUMENT	B8	E
DOCUMENT	B9	E
DOCUMENT	B10	E
DOCUMENT	B11	E
DOCUMENT	B12	E
DOCUMENT	B13	E
DOCUMENT	B14	E
DOCUMENT	B15	E
DOCUMENT	B16	E
DOCUMENT	B17	E
DOCUMENT	B18	E
DOCUMENT	B19	E
DOCUMENT	B20	E
DOCUMENT	B21	E
DOCUMENT	B22	E
DOCUMENT	B23	E
DOCUMENT	B24	E
DOCUMENT	B25	E
DOCUMENT	B26	E
DOCUMENT	B27	E
DOCUMENT	B28	E
DOCUMENT	B29	E
DOCUMENT	B30	E
DOCUMENT	B31	E
DOCUMENT	B32	E
DOCUMENT	B33	E
DOCUMENT	B34	E
DOCUMENT	B35	E
DOCUMENT	B36	E
DOCUMENT	B37	E
DOCUMENT	B38	E
DOCUMENT	B39	E
DOCUMENT	B40	E
DOCUMENT	C1	E
DOCUMENT	C2	E
DOCUMENT	C3	E
DOCUMENT	C4	E
DOCUMENT	C5	E
DOCUMENT	C6	E
DOCUMENT	C7	E
DOCUMENT	C8	E
DOCUMENT	C9	E
DOCUMENT	C10	E
DOCUMENT	C11	E
DOCUMENT	C12	E
DOCUMENT	C13	E
DOCUMENT	C14	E
DOCUMENT	C15	E
DOCUMENT	C16	E
DOCUMENT	C17	E
DOCUMENT	C18	E
DOCUMENT	C19	E
DOCUMENT	C20	E

DOCUMENT	C21	E
DOCUMENT	C22	E
DOCUMENT	C23	E
DOCUMENT	C24	E
DOCUMENT	C25	E
DOCUMENT	C26	E
DOCUMENT	C27	E
DOCUMENT	C28	E
DOCUMENT	C29	E
DOCUMENT	C30	E
DOCUMENT	C31	E
DOCUMENT	C32	E
DOCUMENT	C33	E
DOCUMENT	C34	E
DOCUMENT	C35	E
DOCUMENT	C36	E
DOCUMENT	C37	E
DOCUMENT	C38	E
DOCUMENT	C39	E
DOCUMENT	C40	E
DOCUMENT	CHECKER REPORT	E
DOCUMENT	CHRONOLOGY OF EVENTS	E
DOCUMENT	COMPSHEET	E
DOCUMENT	COVERING MEMO	E
DOCUMENT	D1	E
DOCUMENT	D2	E
DOCUMENT	D3	E
DOCUMENT	D4	E
DOCUMENT	D5	E
DOCUMENT	D6	E
DOCUMENT	D7	E
DOCUMENT	D8	E
DOCUMENT	D9	E
DOCUMENT	D10	E
DOCUMENT	D11	E
DOCUMENT	D12	E
DOCUMENT	D13	E
DOCUMENT	D14	E
DOCUMENT	D15	E
DOCUMENT	D16	E
DOCUMENT	D17	E
DOCUMENT	D18	E
DOCUMENT	D19	E
DOCUMENT	D20	E
DOCUMENT	D21	E
DOCUMENT	D22	E
DOCUMENT	D23	E
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DOCUMENT	D25	E
DOCUMENT	D26	E
DOCUMENT	D27	E
DOCUMENT	D28	E
DOCUMENT	D29	E
DOCUMENT	D30	E
DOCUMENT	D31	E

DOCUMENT	D32	E
DOCUMENT	D33	E
DOCUMENT	D34	E
DOCUMENT	D35	E
DOCUMENT	D36	E
DOCUMENT	D37	E
DOCUMENT	D38	E
DOCUMENT	D39	E
DOCUMENT	D40	E
DOCUMENT	DECLARATION	E
DOCUMENT	EXTRA PAGE	E
DOCUMENT	FINAL ORDER	E
DOCUMENT	FLAG SHEET	E
DOCUMENT	FRONT PAGES	E
DOCUMENT	JUDGEMENT	E
DOCUMENT	LIST OF DOCUMENTS	E
DOCUMENT	MEMO	E
DOCUMENT	OFFICE NOTE	E
DOCUMENT	ORDER	E
DOCUMENT	ORDER AND JUDGEMENT	E
DOCUMENT	P1	E
DOCUMENT	P2	E
DOCUMENT	P3	E
DOCUMENT	P4	E
DOCUMENT	P5	E
DOCUMENT	P6	E
DOCUMENT	P7	E
DOCUMENT	P8	E
DOCUMENT	P9	E
DOCUMENT	P10	E
DOCUMENT	P11	E
DOCUMENT	P12	E
DOCUMENT	P13	E
DOCUMENT	P14	E
DOCUMENT	P15	E
DOCUMENT	P16	E
DOCUMENT	P17	E
DOCUMENT	P18	E
DOCUMENT	P19	E
DOCUMENT	P20	E
DOCUMENT	P21	E
DOCUMENT	P22	E
DOCUMENT	P23	E
DOCUMENT	P24	E
DOCUMENT	P25	E
DOCUMENT	P26	E
DOCUMENT	P27	E
DOCUMENT	P28	E
DOCUMENT	P29	E
DOCUMENT	P30	E
DOCUMENT	P31	E
DOCUMENT	P32	E
DOCUMENT	P33	E
DOCUMENT	P34	E
DOCUMENT	P35	E

DOCUMENT	P36	E
DOCUMENT	P37	E
DOCUMENT	P38	E
DOCUMENT	P39	E
DOCUMENT	P40	E
DOCUMENT	P41	E
DOCUMENT	P42	E
DOCUMENT	P43	E
DOCUMENT	P44	E
DOCUMENT	P45	E
DOCUMENT	P46	E
DOCUMENT	P47	E
DOCUMENT	P48	E
DOCUMENT	P49	E
DOCUMENT	P50	E
DOCUMENT	P51	E
DOCUMENT	P52	E
DOCUMENT	P53	E
DOCUMENT	P54	E
DOCUMENT	P55	E
DOCUMENT	P56	E
DOCUMENT	P57	E
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DOCUMENT	P59	E
DOCUMENT	P60	E
DOCUMENT	P61	E
DOCUMENT	P62	E
DOCUMENT	P63	E
DOCUMENT	P64	E
DOCUMENT	P65	E
DOCUMENT	P66	E
DOCUMENT	P67	E
DOCUMENT	P68	E
DOCUMENT	P69	E
DOCUMENT	P70	E
DOCUMENT	P71	E
DOCUMENT	P72	E
DOCUMENT	P73	E
DOCUMENT	P74	E
DOCUMENT	P75	E
DOCUMENT	P76	E
DOCUMENT	P77	E
DOCUMENT	P78	E
DOCUMENT	P79	E
DOCUMENT	P80	E
DOCUMENT	PETITION WITH OTHER DOCUMENTS	E
DOCUMENT	PROCESS FEE	E
DOCUMENT	REVISION PETITION	E
DOCUMENT	SERVICE REPORT[NOTICE]	E
DOCUMENT	SERVICE REPORT[WARRANT]	E
DOCUMENT	SHOW CAUSE NOTICE	E
DOCUMENT	STATUS REPORT	E
DOCUMENT	WARRANT	E
DOCUMENT	ACKNOWLEDGEMENT	Y
DOCUMENT	ANNEXURE	Y

	DOCUMENT	AUTHORITY LETTER	Y
	DOCUMENT	CAVEAT	Y
	DOCUMENT	CHALLAN COPY	Y
	DOCUMENT	COPY OF IMPUGNED ORDER	Y
	DOCUMENT	CROSS OBJECTION	Y
	DOCUMENT	DEFICIT COURT FEE	Y
	DOCUMENT	DOCUMENTS	Y
	DOCUMENT	IA IN NEW FORMAT	Y
	DOCUMENT	IDENTICAL COPIES	Y
	DOCUMENT	IMPUGNED ORDER	Y
	DOCUMENT	INDEX	Y
	DOCUMENT	LEGIBLE COPY	Y
	DOCUMENT	MEMO OF APPEAL	Y
	DOCUMENT	MEMO OF APPEARANCE	Y
	DOCUMENT	MEMO OF PETITION	Y
	DOCUMENT	OBJECTION	Y
	DOCUMENT	OTHER	Y
	DOCUMENT	OTHER	Y
	DOCUMENT	PAPER BOOK LIST	Y
	DOCUMENT	POWER OF ATTORNEY	Y
	DOCUMENT	PRIVATE PAPER BOOK	Y
	DOCUMENT	RECEIPT	Y
	DOCUMENT	REJOINER	Y
	DOCUMENT	REPLY	Y
	DOCUMENT	RETURN	Y
3	INTERLOCUTORY APPLICATION	ACCOMMODATION C.ACT	N
	INTERLOCUTORY APPLICATION	ADDITIONAL EVIDENCE U/041	N
	INTERLOCUTORY APPLICATION	APPLICATION FOR URGENT RELIEF DURING VACATION	N
	INTERLOCUTORY APPLICATION	ATTACH PROPERTY	N
	INTERLOCUTORY APPLICATION	BAIL/SUSPENSION OF SENTENCE UNDER ANY LAW OTHER THAN CRPC	N
	INTERLOCUTORY APPLICATION	DISCHARGE SURETY	N
	INTERLOCUTORY APPLICATION	EVIDENCE R.14a	N
	INTERLOCUTORY APPLICATION	FOR RESTORATION	N
	INTERLOCUTORY APPLICATION	GRANT OF STAY	N
	INTERLOCUTORY APPLICATION	GRANT OF TEMP. BAIL	N
	INTERLOCUTORY APPLICATION	HINDU MARRIAGE ACT	N
	INTERLOCUTORY APPLICATION	ISSUE OF COMMISSION	N
	INTERLOCUTORY APPLICATION	ISSUE PROCLAMATION	N
	INTERLOCUTORY APPLICATION	LIMITATION U/S 5	N
	INTERLOCUTORY APPLICATION	LIMITATION U/S 5	N

INTERLOCUTORY APPLICATION	LINKING CASE	N
INTERLOCUTORY APPLICATION	MODIFICATION OF ORDER	N
INTERLOCUTORY APPLICATION	OBJECTIONS TO DECREE	N
INTERLOCUTORY APPLICATION	RELEASE OF PROPERTY	N
INTERLOCUTORY APPLICATION	STAY APPLICATION	N
INTERLOCUTORY APPLICATION	STAY OF WINDING UP	N
INTERLOCUTORY APPLICATION	U/S 22 SUSP.PROCEED	N
INTERLOCUTORY APPLICATION	U/S 391-1 COMPROMISE	N
INTERLOCUTORY APPLICATION	U/S 442 FOR STAY	N
INTERLOCUTORY APPLICATION	ADDING/DELETING PARTIES	Y
INTERLOCUTORY APPLICATION	AD-INTERIM BAIL	Y
INTERLOCUTORY APPLICATION	AD-INTERIM WRIT	Y
INTERLOCUTORY APPLICATION	AMENDMENT IN RECORD	Y
INTERLOCUTORY APPLICATION	ANTICIPATORY BAIL	Y
INTERLOCUTORY APPLICATION	APPLICATION FOR FINAL HEARING AT MOTION STAGE	Y
INTERLOCUTORY APPLICATION	APPLICATION FOR SHORT QUESTION ARGUMENTS NOT EXCEEDING 30 MINUTES	Y
INTERLOCUTORY APPLICATION	APPLICATION FOR URGENT HEARING AND URGENT RELIEF DURING VACATION	Y
INTERLOCUTORY APPLICATION	APPLICATION U/O 39 RULE 1 AND 2	Y
INTERLOCUTORY APPLICATION	APPLICATION U/O 41 RULE 5	Y
INTERLOCUTORY APPLICATION	APPOINT P.LIQUIDATOR	Y
INTERLOCUTORY APPLICATION	BAIL CANCELLATION	Y
INTERLOCUTORY APPLICATION	CHANGE IN COUNSEL	Y
INTERLOCUTORY APPLICATION	COMPOUNDING OFFENCE	Y
INTERLOCUTORY APPLICATION	COMPROMISE R.3 O.23	Y
INTERLOCUTORY APPLICATION	CONDONATION OF DELAY	Y
INTERLOCUTORY APPLICATION	CONDONATION OF NON APPEARANCE	Y
INTERLOCUTORY APPLICATION	DISPENSING SERVICE	Y

INTERLOCUTORY APPLICATION	DOCUMENT TAKEN ON RECORD	Y
INTERLOCUTORY APPLICATION	ENGAGE ANOTHER COUNCIL	Y
INTERLOCUTORY APPLICATION	EX. SECURITY AMOUNT	Y
INTERLOCUTORY APPLICATION	EXEMPTION FROM CC	Y
INTERLOCUTORY APPLICATION	EXEMPTION FROM NON APPEARANCE	Y
INTERLOCUTORY APPLICATION	EXEMPTION FROM PERSONAL APPEARANCE	Y
INTERLOCUTORY APPLICATION	EXTENSION OF TIME	Y
INTERLOCUTORY APPLICATION	GRANT OF BAIL	Y
INTERLOCUTORY APPLICATION	GRANT OF INJUNCTION	Y
INTERLOCUTORY APPLICATION	GRANT OF IR	Y
INTERLOCUTORY APPLICATION	INTERIM ORDER	Y
INTERLOCUTORY APPLICATION	INTERIM RELIEF	Y
INTERLOCUTORY APPLICATION	INTERLOCUTARY APPLICATION	Y
INTERLOCUTORY APPLICATION	INTERVENTION APPLN.	Y
INTERLOCUTORY APPLICATION	LEGAL HEIRS TO BE BROUGHT ON RECORD	Y
INTERLOCUTORY APPLICATION	LIMITATION U/S 5	Y
INTERLOCUTORY APPLICATION	Office Liquidator Report	Y
INTERLOCUTORY APPLICATION	RECALL OF ORDER OF BAILABLE WARRANT	Y
INTERLOCUTORY APPLICATION	RECALL OF ORDER OF NON-BAILABLE WARRANT	Y
INTERLOCUTORY APPLICATION	REJOINDER	Y
INTERLOCUTORY APPLICATION	SET ASIDE ABATEMENT	Y
INTERLOCUTORY APPLICATION	STAY APPLICATION	Y
INTERLOCUTORY APPLICATION	SUBS. OF L.R. s	Y
INTERLOCUTORY APPLICATION	SUSPENSION OF SENTENCE EXCEPT U/S 389	Y
INTERLOCUTORY APPLICATION	SUSPENSION OF SENTENCE IN CASES U/S 397 /GRANT OF BAIL	Y
INTERLOCUTORY APPLICATION	SUSPENSION OF SENTENCE U/S 389 /GRANT OF BAIL	Y
INTERLOCUTORY APPLICATION	TEMPORARY INJUNCTION	Y
INTERLOCUTORY APPLICATION	Temporary suspension of sentence	Y

	INTERLOCUTORY APPLICATION	U/S 552 FOR WIND UP	Y
	INTERLOCUTORY APPLICATION	URGENT HEARING APPLN.	Y
	INTERLOCUTORY APPLICATION	VACATING STAY	Y
	INTERLOCUTORY APPLICATION	WITHDRAWL OF PETITION	Y
	INTERLOCUTORY APPLICATION	XTRA	Y
4	PROCESS APPLICATION	PROCESS APPLICATION	Y
5	VAKALATNAMA	VAKALATNAMA	Y

Annexure Q

Sample Indexing Parameters for Administrative Section		
It has been mentioned in Tender that Indexing parameter shall be decided during requirement analysis by Vendor in presence of High Court officials. For understanding purpose example of Indexing parameter that are in use in Establishment Section of Indore Bench is mentioned below:		
Serial no.	Field maintained in Digitization software prepared by existing Vendor	Example of entering the details related to one Administrative file
1	Major Head	3_Appointment/Promotion/ Transfer of Class-IV Employees
2	Minor Head	Memorandum (Letter)
3	File pertain to which year	2018
4	File Serial no.	03-A
5	Date mentioned on document	12.04.2018
6	Premises Name	M.P. High Court, Indore Bench
7	Document is Related to which main section	Admin
8	Document is Related to which main subsection	Administrative files

Annexure R

Indexing Parameter for District Court Records available with High Court Pending cases

S. No.	Document code	Document description
1	151	ADVOCATE MEMO-MEMO OF APPEARANCE-VAKALATNAMA-AUTHORITY LETTER-BRIEF
2	153	AFFIDAVIT
3	104	AGREEMENT
4	130	APPEAL MEMO-CROSS APPEAL MEMO-REPLY
5	137	APPLICATION-REPLY UNDER DOMESTIC VIOLENCE ACT-PROTECTION OFFICER REPORT
6	143	APPLICATION-REPLY UNDER SUCCESSION ACT
7	139	APPLICATION-REPLY U-S 125-125(3)127 CRPC
8	135	APPLICATION UNDER HINDU MARRIAGE ACT & THEIR REPLY
9	124	APPLICATION U-O 39 RULE 1 AND 2,3,4,CPC &THEIR REPLY
10	138	APPLICATION U-O 41 RULE 27 CPC & THEIR REPLY
11	129	ARBITRATION APPLICATION-REPLY
12	109	ARREST MEMO-SUPURDIGI MEMO-IDENTIFICATION MEMO-SEIZURE MEMO-SEARCH MEMO-MEMO-WEIGHT-MEASURE MEMO
13	133	AWARD
14	122	BAIL APPLICATION U-S 437-438 & 439 CRPC
15	113	BAIL BOUND-UNDERTAKING
16	141	CAST CERTIFICATE-BIRTH CERTIFICATE-DEATH CERTIFICATE-MARKSHEET
17	59	CERTIFICATE OF 428
18	116	CHARGE-PARTICULARS OF OFFENCE
19	152	CLAIM PETITION
20	58	COMMITTAL ORDER
21	149	COURT CORRESPONDENCE
22	126	COURT FEE-STAMPS
23	111	CRIMINAL RECORD
24	71	DECREE
25	120	DISCHARGE ORDER
26	117	EVIDENCE IN COURT PRELIMINARY STATEMENT
27	26	EXAMINATION OF ACCUSED
28	108	EXECUTION APPLICATION-REPLY LIST OF PROPERTY
29	134	EXHIBITED DOCUMENT
30	115	EXPERT REPORT-FSL REPORT-HANDWRITING AND FINGERPRINT REPORT-DNA REPORT- VEHICLE EXAMINATION-ARMS
31	106	FINAL REPORT-CHALLAN-COMPLAINT-POR
32	107	FIR-DEHATI NALSHI-MARG INTIMATION
33	92	ISSUES POINTS FOR DETERMINATION
34	118	JAIL SENTENCE WARRANT
35	70	JUDGEMENT
36	25	LAND REVENUE APPLICATION & REPLY
37	43	LIST OF DOCUMENTS
38	127	LOCAL INSPECTION REPORT-COMMISSION REPORT-DEMARCATON REPORT
39	102	MEDIATION DOCUMENT
40	114	MEDICAL REPORT-X-RAY REPORT-PM REPORT-AGE DETERMINATION REPORT
41	90	MEMORANDUM
42	74	ORDER
43	136	ORDER PASSED UNDER HINDU MARRIAGE ACT

44	144	ORDER PASSED UNDER SUCCESSION ACT, SUCCESSION CERTIFICATE
45	140	ORDER PASSED U/S 125,125(3), 127 CRPC
46	150	ORDER PASS UNDER DOMESTIC VIOLANCE ACT
47	63	ORDER SHEET
48	121	PERMISSION FOR PROSECUTION
49	142	PHOTOGRAPHS
50	21	PLAINT
51	148	POLICE REMAND-JUDICIAL REMAND
52	57	POLICE STATEMENT
53	145	PROCESS FEES TALWANA - ACKNOWLEDGEMENT
54	69	PROPERTY MEMO
55	23	RECEIPT
56	24	REGISTARED ADDRESS
57	128	REPLY CLAIM PETITION
58	27	RETENTION MEMO
59	132	REVISION APPLICATION
60	110	SPECIMEN-SIGNATURE FINGERPRINT
61	82	SPOT MAP-PATVARI MAP
62	112	STATEMENTS U-S 164 CRPC
63	147	SUMMONS-WARRANT-NOTICE
64	154	TALWANA
65	75	TITLE PAGE A
66	155	TITLE PAGE A-1
67	55	TITLE PAGE B
68	156	TITLE PAGE C-1
69	157	TITLE PAGE C-2
70	158	TITLE PAGE D
71	52	TRIAL PROGRAM
72	119	VARIOUS APPLICATON AND THEIR REPLY
73	22	WRITTEN ARGUMENT
74	123	WRITTEN STATEMENT-COUNTER CLAIM-SET OFF

Annexure S

Rejection Parameter for District Court Records

- 1. Insert**
- 2. Re-scan**
- 3. Delete**
- 4. Rotation**
- 5. Other**

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

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

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

1. **Computer and Network Hardware:** Computer and Network Hardware Deployed by the Vendor at all the three places for Digitization centre. This shall also be evaluated on the basis of information as furnished by successful Vendor in Form T8. Further the deployed hardware shall be tested by a team of official deputed by Registrar General in light of proposed Digitization work.
2. **Digitization Software:** DMS shall of High Court's its own. through this Vendor has to executed all the Digitization process.
3. **Digitization Project implementation and execution: following shall be tested by the team deputed by Registrar General:**
 - The functionality of the software and hardware shall be tested
 - The sufficient competent manpower has been deputed or not by the Vendor shall be tested.
 - Technical Specification of the generated Digitized image shall be tested

- Digital Signatures are being applied properly on all pages and on specified place or not. All the pages of original record is being scanned or not.
- Digitized data is being uploaded in DARIMS/DMS in an effective or not.
- The images count at the time of Quality check by user should be same as the count of images generated during Export process or at the time of PDF creation
- All the documents should be properly index as per the Indexing Parameter as mentioned in Annexure P,Q and R of the Tender
- Digitization Processes related to different administrative sections must be successfully implemented up to the satisfaction of section in charges.

4. Pilot Testing: Sample of 2 Lakhs pages shall be taken representing all the type of records. The detailed procedure for Pilot testing has been mentioned in Section III (Point 3.6). Test shall be carried out for all the ancillary processes for Digitization of all type of records as mentioned in Tender document.