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

No. Registrar (IT-CSA)/2025/70



# **Bid Document for**

**Electronic Document Processing** 

of the High Court, District and Tehsil Courts Records on Turnkey Basis

**Note:-** This document contains **total 103 pages** including cover. No change and modification in the document is permissible.

Dated: 25/04/2025

# **TABLE OF CONTENTS**

Section	Particulars	Page No
1.	Notice Inviting Tender & Terms and Condition of e-Tendering	3 – 7
2.	Instructions To Bidders	8 – 23
3.	(3A) Scope of Work for M.P. High Court and its Benches at Indore and Gwalior	24 – 50
	(3B) Scope of Work for District & Tehsil Courts in M. P.	51 – 55
4.	Criteria for Evaluation	56 – 59
5.	Payment Terms	60
6.	General Conditions Of The Contract (GCC)	61 – 64
7.	Special Conditions Of The Contract (SCC)	65 – 67
8.	Submission Of General Forms, Certificates, Technical And Financial Bid Forms	68 – 85
9.	Users Acceptance Test	86
10.	List of Locations	87 – 93
11.	Annexure's	94 – 103

#### SECTION - I

### **NOTICE INVITING TENDER**

# No. Registrar (IT-CSA)/2025/70

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 and District and Tehsil Court Records on Turnkey Basis.

1 Name of Project : Digitization/Electronic Document Processing

of High Court & District and Tehsil Courts

Dated: 25/04/2025

Records on Turnkey Basis.

2 Estimated / Approximately project cost (in Rs.) : 20 Crore

3 Online EMD (in Rs.) : 40 Lakh 4 Online Cost of Tender Document (in Rs.) : 10,000/-

5 Date and Time of Pre-Bid Meeting : 06<sup>th</sup> May, 2025 at 11:30 A.M in the

Conference Hall of High Court of Madhya Pradesh, Jabalpur. Bidders are requested to send their queries by 05<sup>th</sup> May, 2025.

Last Date / Time of online tender Submission : 17<sup>TH</sup> May, 2025 before 06:00 P.M.

(mandatory)

6

7 Last Date / Time of tender submission in :  $19^{TH}$  May, 2025 before 05:00 P.M.

hardcopy (mandatory)

8 Date and Time of Opening of Technical Bid : 20<sup>TH</sup> May, 2025 at 11:00 A.M.

(online / hardcopy)

9 Duration of the Contract : Initially for the period of 03 Years and

further may be extended for next 01 or 02 years on mutual understanding as per the

performance of vendor.

 Tender documents may be viewed and purchased online by interested and eligible bidders from the website <u>www.mptenders.gov.in</u> after paying online Tender fee of Rs.10,000/- and Processing Fee, as applicable. The tender document is also available in website <u>www.mphc.gov.in</u> for reference.

- All further notifications/amendments, if any shall be posted on <a href="www.mptenders.gov.in">www.mptenders.gov.in</a> and <a href="www.mptenders.gov.in">www.mptenders.gov.in</a> 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 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 (Madhya Pradesh)

Email:- registrar@mp.gov.in & mphc@nic.in

Landline: 0761-2677228

### Broadly the Work/Jobs to be performed are:-

- To deploy Good working condition Hardware (Computers, High Speed Commercial Scanner, Flatbed Scanners, Cameras, Book Scanners (normal and overhead both, MAP Scanners) with the required Operating System/System Software/Software for Digitization/Electronic Document Processing (Scanning, Cleaning and Quality Check) in a compatible manner with the Electronic Document Processing Software of Court's (High Court, District Court and Tehsil Courts) Judicial and Administrative Records in secured manner.
- 2. To deploy the Computer tables, Chairs, Racks, Threads, Punching machines and other material for doing the Digitization/Electronic Document Processing Activity.
- 3. To carry out Digitization (Receiving of files from Section, Un-tagging of files, Scanning of the documents of the Judicial files, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check) of Fresh Cases and Loose documents received at Presentation Section of High Court of Madhya Pradesh at Jabalpur and its Benches at Indore & Gwalior and also at Filing center at District and Tehsil Courts.
- 4. To carry out the Digitization of After Hearing Pending Cases files available in different Judicial Sections at High Court and available in different individual courts at District and Tehsil Courts which are to be <u>partially scanned</u>. Digitization process shall include i.e. Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS/DMS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. The Record of Earlier Court tagged with High Court Cases at High Court and Record of Earlier Court tagged with District Court Cases at District Court also needs to be scanned, cleaned, indexed and Quality checked with the same process if it is not scanned by the concerned Earlier Court however at the time of Indexing of earlier Court record at High Court the Indexing Parameter of District Court record at District Court relevant Indexing Parameter (as per the list enclosed) will be used.
- 5. To carry out the Digitization of After Hearing Pending Cases files available in different Judicial Sections at High Court and available in different individual courts at District and Tehsil Courts which are to be completely scanned and to carry out Digitization process shall include i.e Untagging of files, Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. The Record of Earlier Court tagged with High Court Cases also needs to be scanned, cleaned, indexed and Quality checked with the same process if it is not scanned by Earlier Court however at the time of Indexing of earlier Court record the Indexing Parameter of District Court (as per the list enclosed) will be used by Vendor. Similarly The Record of Earlier Court tagged with District Court Cases also needs to be scanned, cleaned, indexed and Quality checked with the same process if it is not scanned by Earlier Court (District or Taluka) however at the time of Indexing of earlier Court record the relevant Indexing Parameter (as per the list enclosed) of District or Tehsil Court will be used by Vendor.
- 6. To carry out the Digitization of Current Disposed Cases in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through

CMIS/DMS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software and Indexing at District and Tehsil Courts shall be done as per the Indexing parameter available in District Courts DMS/ERP/EDP software prepared by M.P. High Court.

- 7. To carry out the Digitization of old Disposed Cases which are to be completely scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include i.e Un-tagging of files, Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software and Indexing at District and Tehsil Courts shall be done as per the Indexing parameter available in District Courts DMS/ERP/EDP software prepared by M.P. High Court.
- 8. To carry out the Digitization of old Disposed Cases which are to be partially scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS/DMS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software and Indexing at District and Tehsil Courts shall be done as per the Indexing parameter available in District Courts DMS/ERP/EDP software prepared by M.P. High Court.
- 9. To carry out the Digitization of Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning or QC team has pointed out some new pages are to be get scanned as per record elimination rule. Vendor needs to do the deletion of incorrect page(s) or to do insertion of new page(s) of the pages in old cleaned TIFF file. Vendor needs to put the corrected file on Server.
- 10. To carry out Digitization/Electronic Document Processing (Conversion of PDF files/JPEG files in to TIFF/JPEG Images, Cleaning of the scanned images, Indexing of the cleaned images and quality check) of all the e-flied Cases and e-filed documents filed by Advocates in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state and to further insert the required TIFF Images of the documents added at Presentation Section at proper place in the related TIFF files of the relevant case or documents. To carry out Digitization/Electronic Document Processing (Conversion of PDF files/JPEG files in to TIFF/JPEG Images, Cleaning of the scanned images, Indexing of the cleaned images and quality check) and data entry of required metadata for electronic documents received from other pillars like Police Department, Medical Department, ICSJ, CCTNS, etc with the help of Digitization/Electronic Document Processing/Document Management System (DMS). Also to locate the digitized /electronically processed images in to proper positions in to ERP/DMS software.
- 11. To carry out Digitization of Administrative records (Registers, Books, Challans, files, etc.) at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts

across the state. Digitization process shall include (i.e tagging and Un-tagging of files, un-binding and binding of registers/paper books etc., Scanning of the documents, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software and Indexing at District and Tehsil Courts shall be done as per the Indexing parameter available in District Courts DMS/ERP/EDP software prepared by M.P. High Court.

12. To carry out Digitization of Library Books (old and rare and other), Library Documents and other documents. To carry out Digitization of I L R (Indian Law Reporter) Publications Gazette Notifications and other papers etc. including thick cover (physical index page) of all the files needs to be scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include (i.e tagging un tagging of files, un-binding and binding work, Scanning of the documents of the files, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software.

All the work as mentioned from Point number 01 to 12 relates to Digitization/Electronic Document Processing of Judicial and Administrative records of M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and for District and Tehsil Courts of Madhya Pradesh.

Please refer the Section 3(A) and Section 3(B) of this Tender very cautiously. Section 3(A) is having details of Record types and Digitization/EDP process that is to be followed in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. This Tender is mainly for M.P. High Court at Jabalpur and its Benches at Indore and Gwalior but looking to the Humongous volume of work and changed requirements of electronic processing of e-filed documents at District and Tehsil Courts also, rates for doing the Digitization/EDP of Judicial and Administrative Records of District and Tehsil Courts is also invited through this Tender though the Digitization work is already being done by some company. Kindly refer the Section 3(B) for getting the information of detailed Scope of work District and Tehsil Courts in M.P.

<u>The Digitization work of the District Court will be assigned only after the refusal from the existing vendor working in the District Court in writing or the period of contract is over.</u>

- The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any or all bids without assigning any reason thereof.
- This tender is subject to availability of Budget / Funds with the High Court of Madhya Pradesh.

### 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 <a href="www.mptenders.gov.in">www.mptenders.gov.in</a>. 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 <a href="www.mptenders.gov.in">www.mptenders.gov.in</a> 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 <a href="www.mptenders.gov.in">www.mptenders.gov.in</a>
- **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 as above 1.10.
- 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.
  - The tender will be digitally signed and the authority letter should be submitted as physically as well as online.
- 1.13 The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.

### SECTION - II

#### 2. INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS

- a) "Digitization" means the process of converting analog signals or information in any form into a digital and un-editable format that can be understood by computer systems or electronic devices.
- b) "Digitization of the High Court/District Court/Tehsil Courts records" means conversion of all physical files including Judicial records of disposed of, pending and freshly filed cases, administrative records, ILR publications, gazette notifications/ publications, old books, all registers etc. into digital form capable of being understand by computer systems or an electronic device.
- c) "Electronic Data Processing" means processing of the Data in electronic form
- d) "Artefact" means Judgment, Orders, MAPs, Registers (normal, long and very long), general books, Compact Discs, DVD, USB Pen Drive, documents, video footage, periodicals, Library books (general and rare books), Service Books, Challans (portrait and landscape challans of normal and large size), administrative records, notifications etc. that make up the archival material at the High Court of M.P. These are collectively also referred to as "High Court of M.P. Holdings"
- e) "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.
- f) "Bank" or "Banks" refers to all scheduled Indian Banks as per the RBI current list.
- g) "High Courts of Madhya Pradesh" It means that High Court of Madhya Pradesh, Principal Seat and its Benches Indore and Gwalior.
- h) "in writing" means communicated in written form with proof of receipt.
- i) "Kick Off Meeting" means a meeting convened by High Court of Madhya Pradesh to discuss and finalize the work execution plan and procedures with the selected Bidder.
- j) "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.
- k) "NIT" is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- 1) "OEM" means Original Equipment Manufacturer.
- m) "Project" means all Activities covered under present contract.
- n) "Site Acceptance Test (SAT)" is a process of testing the contracted services to be provided by the Bidder at High Courts of Madhya Pradesh. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Process as specified in this tender, checking the installation, commissioning and integration of sub-components.
- o) "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. No sub-contracting is permitted.
- p) "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.

- q) "The Bidder" means a firm which participates in the tender and submits its proposal.
- r) "The Employer" means the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- s) "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.
- t) "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.
- u) "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.
- v) "The Service Provider" means the individual or firm supplying the Services and work under this Contract.
- w) "The Site" shall mean all identified locations within the High Court of Madhya, Principal Seat Jabalpur and its Benches at Indore and Gwalior and District/Tehsil Courts where the Service Provider carries out any installation of Goods or is required to provide any Services under the tender.
- x) "JDR" means Judicial Data Repository.

# 2.2 Earnest Money Deposit (EMD)

The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.40,00,000/- (Rupees Fourty Lakh only) in the form of online mode through e-procurement tender portal <a href="https://www.mptenders.gov.in">www.mptenders.gov.in</a> in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

#### 2.3 Fees

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

# 2.4 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the <u>page number, section, or other identifying reference in this tender document.</u> 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

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 Madhya Pradesh 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 Madhya Pradesh and is to be appended to any formal document which would further define or expand the Contractual relationship between the High Court of Madhya Pradesh and the Bidder. All the material submitted will be considered as part of this TENDER.

# 2.9 Eligible Bidder

The eligible Bidder shall be a company, firm and individual shortlisted during the evaluation process for this project at High Court of Madhya Pradesh.

### 2.10 Sub-contracting

The Bidder shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of the Registrar General, High Court of Madhya Pradesh. **No sub-contracting is permitted**. Subcontracting any part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract / Agreement.

# 2.11 Period of Engagement

The duration of the project is for **Three years**. Since it's a turnkey project, the Registrar General, High Court of Madhya Pradesh reserves the right to extend the contract duration at its sole discretion for another period of two years with enhancement in prices for scanning work on mutually agreeable basis.

### 2.12 Availability of Personnel

- 2.12.1 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.
- 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 Project Manager who is an Electronic Document Processing specialist with good facilitation skills and capacity in multiple Electronic Document Processing methodologies including experience in creation of metadata completely. Project Manager is required at High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior. The persons that may be deputed at High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior in capacity of Project Manager should have experience of minimum 5 years in the Electronic Document Processing Project of similar nature. A legal expert shall be deputed in High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior. Full-time Team Leader / Project Manager having experience of Open Archival Information System (OAIS) Reference Model based Digitization Project execution should be preferred.

Deputed manpower for doing the work of Digitization/E.D.P. project shall have Graduation Degree and one year diploma in computer application (DCA) on mandatory basis. Law knowing person should be preferred.

Same conditions in relation to deputing of Project Manager shall be applicable for BigDistrict Courts if the work of Digitization/EDP will be get awarded to Vendor.

- 2.12.3 The High Court of Madhya Pradesh 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 Madhya Pradesh 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 and other key position holders are regular full-time employee of the Bidder. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal:

- 2.13.1 Is currently employed under a contract or agreement of employment with the Bidder; and
- 2.13.2 Has been employed by the Bidder for the 12 consecutive months immediately preceding the date of submission of the Proposal; and
- 2.13.3 Is entitled to receive regular remuneration and benefits from the Bidder.

# 2.14 Cancellation of Appointment / Contract

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

- 2.14.1 If the Bidder is found to have submitted false particulars / fake documents at the time of the award of assignment.
- 2.14.2 If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artefacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to suitable action as deemed fit by High Court of Madhya Pradesh.
- 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 Madhya Pradesh 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 Madhya Pradesh will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of the High Court of Madhya Pradesh.
- 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 Madhya Pradesh.
- 2.14.7 If Bidder submits in its proposal that Bidder shall do the Digitization/Electronic Data Processing work for the mentioned processes (Digitization of Fresh Cases, Loose Documents, Pending Cases, Pending or After Hearing Cases, Current Disposed Cases, Partial Disposed Scanned Cases and Disposed Cases but during implementation Bidder shows less interest in the process (Digitization of Pending or After Hearing Cases, Current Disposed Cases, Partial Disposed Scanned Cases) which consumes more time in comparison with some different class of processes in its actual execution. Bidder has to do the Digitization/Electronic Data Processing work for all the required process.
- 2.14.8 If Bidder fails to execute the Digitization/Electronic Data Processing work for any process as per the requirement of High Court of Madhya Pradesh and as mentioned in this Tender Document.
- 2.14.9 Any other reason deemed fit by the High Court of Madhya Pradesh 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 Madhya Pradesh in order to bid.

### 2.16 Presentations

The High Court of Madhya Pradesh shall call the shortlisted Bidders (<u>whose bid is found responsive</u>) to provide a presentation of their Proposal at the Date and Time to be determined by the Registrar General, High Court of Madhya Pradesh. No proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder. The Presentation should not exceed 30 minutes for M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and should not exceed 20 minutes for District and Tehsil Court in front of the Committee of the High Court of Madhya Pradesh.

Presentation shall be based on the Bidder's understanding of the prevailing project and of the related process which are in execution either at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and also at District and Tehsil Court. It shall also be based on the detailed requirements for the project as mentioned in present Tender document. Bidders shall explain how they will go for error free Scanning, Cleaning, Indexing and Quality Check of the documents in Fresh Cases and Loose Documents. Bidders shall explain how they will go for Document Segregation, Scanning, Cleaning and Indexing and Quality Check of the documents of Pending or After Hearing Cases, Current Disposed Cases, Disposed Cases which are to be partially Scanned. Bidders shall explain how they will go for error free Scanning, Cleaning, Indexing and Quality Check of the documents in Disposed Cases.

# 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, Online Financial Proposal and other details as specified in Tender.
- 2.17.4 All Technical Proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and "ORIGINAL". The technical proposal should have online tender fees and online EMD.
- 2.17.5 The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.
- 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 Madhya Pradesh, Jabalpur"
- 2.17.8 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 Madhya Pradesh 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 Madhya Pradesh may, at its discretion, ask any Bidder for a clarification of its Proposal. The High Court of Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh.
- 2.20.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the High Court of Madhya Pradesh.
- 2.20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the High Court of Madhya Pradesh 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 Madhya Pradesh will not consider any Proposal that arrives after the deadline prescribed by the High Court of Madhya Pradesh. 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 Madhya Pradesh, in writing, and the Registrar General High Court of Madhya Pradesh 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 Madhya Pradesh may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

#### 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 Madhya Pradesh 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

- Madhya Pradesh 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 Madhya Pradesh.

# 2.26 Signing of Contract

- 2.26.1 The Registrar General, High Court of Madhya Pradesh shall be the contract signing authority from the High Court of Madhya Pradesh. The Hon'ble the Chief Justice may authorize any other permanent officer to sign the contract on behalf of the High Court of Madhya Pradesh.
- 2.26.2 Promptly after notification, the High Court of Madhya Pradesh 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 Madhya Pradesh.

# 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 Madhya Pradesh have Right to Accept any Proposal, and to reject any or All Proposals.

The Registrar General, High Court of Madhya Pradesh 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 only one best solution as part of the technical bid and **ONLY ONE** online financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices quoted must be firm and inclusive of all taxes, rates, fee, surcharges, duties, no change alternate/conditional price offers shall be allowed.
- 2.29.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rate of Taxes / Levies, the same shall be passed to the High Court and any increase of change in rate of Taxes shall be passed to the Firm and decrease of change in rate of Taxes 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 Madhya Pradesh 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 Madhya Pradesh shall own all software items if any cost has been paid to the vendor for the efficient implementation of the process. All licenses procured for the work of the High Court of Madhya Pradesh must be in the name of "Registrar General, High Court of Madhya Pradesh, Jabalpur". As per requirement, if any software is required, then the same needs to be purchased in the name of High Court of M.P.
- 2.33.2 The High Court of Madhya Pradesh 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 Madhya Pradesh, 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 Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh, and the same may be assigned by the High Court of Madhya Pradesh to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the High Court of Madhya Pradesh. The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the High Court of Madhya Pradesh indemnified against all costs, expenses and liabilities 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 Service Provider during the course of performance of the Related Services.

### 2.34 Area of Work

The Bidder is required to work within the premises of the High Court of M.P. (Principal Seat at Jabalpur and its Bench at Indore and Gwalior) and at District and Tehsil Courts (if required) 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.

High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior and District and Tehsil Courts (if required). Security, electricity, Electrical points and facility management services like drinking water, cleaning of premises, washroom etc. shall be provided by MP High Court. Power backup (UPS system) is to be provided by the vendor.

- 1. For transportation of files / documents, helpers will be arranged / provided by the vendor.
- 2. UPS and Power backup is to be arranged by the bidder.
- 3. The digitization activity can be done 24X7 for 365 days and in multiple shifts except Gazetted Holidays.

# 2.35 Right to Inspect

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

# 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 Madhya Pradesh, after a week written notice to the Bidder, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Bidder

#### 2.37 Insurance

Bidder will be responsible for providing General insurance coverage for all its employees, support staff and equipment during the entire duration of the project. The High Court of Madhya Pradesh is not responsible for the insurance and well-being of the staff. The Service Provider has to ensure the safety and adequate insurance of all its employees engaged in the work / Contract.

#### 2.38 BID DOCUMENT

#### 2.38.1 The Bid Documents include:-

Section	Particulars	Page No.
1.	Notice Inviting Tender & Terms And Condition Of E-Tendering.	3 – 7
2.	Instructions To Bidders	8 – 23
3 (A)	Scope of Work for M.P. High Court and its Benches at Indore and Gwalior 24 – 5	
3 (B)	Scope of Work for District & Tehsil Courts in M.P.	51 – 55
4.	Criteria For Evaluation	56 – 59
5.	Payment Terms	60
6.	General Conditions Of The Contract (GCC)	61 – 64
7.	Special Conditions Of The Contract (SCC)	65 – 67
8.	Submission Of General Forms, Certificates, Technical And Financial Bid Forms	68 – 85
9.	Users Acceptance Test	86
10.	List of Locations	87 – 93
11.	Annexure's	94 – 103

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 online application fee of Rs.10,000/(Rupees Ten Thousand only) and online Earnest Money Deposit (EMD) of Rs.40,00,000/(Rupees Fourty Lakh only) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favor of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

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 Madhya Pradesh 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, packing, forwarding, freight and insurance etc. applicable to the project.

### 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 Madhya Pradesh.

### 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 "Electronic Document Processing of the High Court Records on Turnkey Basis" from: M/s ------" "NOT TO BE OPENED BEFORE 11:00 A.M. on 09<sup>th</sup> May, 2025 which will be received and time mentioned in the Schedule of Events of this document. The Bid is to be submitted to the Registrar General, High Court of Madhya Pradesh, 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 shall get acquainted themselves with the local conditions and factors at the site, 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 Electronic Document Processing Project and its Process (es), Technical Infrastructures, Rejection ratios due to strict Quality Check procedure FOR SCANNED AND CLEANED RECORDS BY VENDOR. Each Bidder shall get acquainted themselves with the time and manpower that will be specifically needed for doing the document segregation work, Scanning, Cleaning and Indexing and Quality Check of the documents of Pending or After Hearing Cases, Current Disposed Cases, Partial Disposed Scanned Cases and Disposed Cases.
- 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.
- 2.48.3 Before submission of Proposal, Bidder's representatives shall visit the M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and Jabalpur District Court and Patan Tehsil understand the prevailing Digitization Project. Bidder's core representative from Commercial, Management and Technical part shall jointly visit the above mentioned locations. They will understand the document segregation work, Scanning work, cleaning work, Indexing and Quality checking work thoroughly and then they will submit a written Note in relation to their understanding of the prevent Digitization process M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and Jabalpur District Court and Patan Tehsil. There will be marking of this letter in Technical Bid. Bidder should submit the letter as per the template given in Form T5 of this Tender.

# 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 M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and Jabalpur District Court and Patan Tehsil 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 the after the award of contract to ensure the permanent setup in the State of Madhya Pradesh.
- 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.
- 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 and District & Tehsil Courts of Madhya Pradesh shall be of Service Provider/Bidder and the High Court will in no way be liable.
- 2.55.2 For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the 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, monitory 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 monitory terms.

### SECTION - III

# (SCOPE OF WORK)

# Section - III (A)

### Scope of Work M.P. High Court at Jabalpur and its Benches at Indore and Gwalior

Scope of Work for the turnkey Digitization/Electronic Document Processing Project M.P. High Court at Jabalpur and its Benches at Indore and Gwalior consists of:

- To deploy Hardware (Computers, High Speed Commercial Scanner, Flatbed Scanners, Cameras, Book Scanners (normal and overhead both, MAP Scanners) with the required Operating System/System Software/Software for Digitization/Electronic Document Processing (Scanning, Cleaning and Quality Check) in a compatible manner with the Document Management Software/Digitization Software/ Electronic Document Processing Software of Court's (High Court) Judicial and Administrative Records in secured manner.
- 2. To deploy the Computer tables, Chairs, Racks, Threads, Punching machines and other material for doing the Digitization/Electronic Document Processing Activity
- 3. To carry out Digitization (Receiving of files from Section, Un-tagging of files, Scanning of the documents of the Judicial files, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check) of Fresh Cases and Loose documents received at Presentation Section of M.P. High Court at Jabalpur and its Benches at Indore
- 4. To carry out the Digitization of After Hearing Pending Cases files available in different Judicial Sections at High Court which are to be partially scanned. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS/DMS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. The Record of Earlier Court tagged with High Court Cases at High Court also needs to be scanned, cleaned, indexed and Quality checked with the same process if it is not scanned by the concerned Earlier Court however at the time of Indexing of earlier Court record at High Court the Indexing Parameter of District Court (as per the list enclosed) will be used by Vendor.
- 5. To carry out the Digitization of After Hearing Pending Cases files available in different Judicial Sections at High Court which are to be completely scanned. Digitization process shall include i.e Un-tagging of files, Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. The Record of Earlier Court tagged with High Court Cases also needs to be scanned, cleaned, indexed and Quality checked with the same process if it is not scanned by Earlier Court however at the time of Indexing of earlier Court record the Indexing Parameter of District Court (as per the list enclosed) will be used by Vendor.
- 6. To carry out the Digitization of Current Disposed Cases in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and

- its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software.
- 7. To carry out the Digitization of old Disposed Cases which are to be completely scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include i.e Un-tagging of files, Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software and Indexing
- 8. To carry out the Digitization of old Disposed Cases which are to be partially scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check. In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software
- 9. To carry out the Digitization of Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning or QC team has pointed out some new pages are to be get scanned as per record elimination rule. Vendor needs to do the deletion of incorrect page(s) or to do insertion of new page(s) of the pages in old cleaned TIFF file. Vendor needs to put the corrected file on Server.
- 10. To carry out Digitization/Electronic Document Processing (Conversion of PDF files/JPEG files in to TIFF/JPEG Images, Cleaning of the scanned images, Indexing of the cleaned images and quality check) of all the e-flied Cases and e-filed documents filed by Advocates in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state and to further insert the required TIFF Images of the documents added at Presentation Section at proper place in the related TIFF files of the relevant case or documents. To carry out Digitization/Electronic Document Processing (Conversion of PDF files/JPEG files in to TIFF/JPEG Images, Cleaning of the scanned images, Indexing of the cleaned images and quality check) and data entry of required metadata for electronic documents received from other pillars like Police Department, Medical Department, ICSJ, CCTNS, etc with the help of Digitization/Electronic Document Processing/Document Management System (DMS). Also to locate the digitized /electronically processed images in to proper positions in to ERP/DMS software.
- 11. To carry out Digitization of Administrative records (Registers, Books, Challans, files, etc.) at M.P.High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include (i.e tagging Un-tagging of files, unbinding and binding of registers/paper books etc., Scanning of the documents of the files, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P.High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software

12. To carry out Digitization of Library Books (old and rare and other), Library Documents and other documents. To carry out Digitization of I L R (Indian Law Reporter) Publications Gazette Notifications and other papers etc. The thick cover (physical index page) of all the files needs to be scanned at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include (i.e tagging Untagging of files, Scanning of the documents of the files, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software.

# 3.2 Objectives of Electronic Document Processing

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

- a) Digital Preservation preservation of the entire records is the foremost objective. Once the documents are scanned and digitized, preservation of the original can be ensured for a much longer or infinite period as the need to handle the physical documents would be eliminated or minimized to a great extent since digital document would be made available through the DARIMS Software/High Court Electronic Document Processing Software to respective stakeholders.
- b) Accessibility and Availability- The DARIMS/Electronic Document Processing Software would make the High Court of Madhya Pradesh holdings more accessible to end users, both within the High Court of Madhya Pradesh premises as well as those who cannot personally visit the High Court of Madhya Pradesh.
- c) Enhance Searchability All holdings would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter.
- d) Creating catalogue and portfolio of the scanned case files and other records.

### 3.3 Description of High Court of Madhya Pradesh Holdings that are to be digitized.

Following records are required to be digitized:

- Fresh Case Files
- Loose documents
- Pending After-Hearing Case Files (that are to be either completely scanned or to be partially scanned ( as some record is already scanned and some record is still remaining to be scanned)
- Current Disposed Cases, Partial Disposed Scanned Cases and Disposed Cases.
- Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team
- EDP work for e filed cases and documents for High Court. EDP work for documents, videos received from other pillars

- Metadata entry for fresh and pending cases
- Administrative Records
- Library Books, Library documents and other documents

# Brief descriptions of above type are given below:

- a) Judicial records are typed or handwritten or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins).
- b) A vast majority of the Holdings comprise of Files of Legal/A4 size pages and types.
- c) A single record may consist of one or several pages.
- d) The size of Judgment and order will be Legal / FS / A4 or equivalent. Full scape size paper.
- e) Most of the documents are in paper form.
- f) The Holdings comprise black & white and Color, but most of the documents / records are Black & white.

#### 3.4 Estimate of Volumes:-

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

Artefacts/ Items to be digitized *	* Approximate no. of pages
Judicial Records and other Miscellaneous	15-20 Crore
Records	

Note:- The Number of pages to be digitized may increase /decrease depending on final completion/ requirement.

### 3.5 General Scope of Services:-

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

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

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

### 3.5.1 Rapid Assessment of Project Requirement

One of the biggest challenges/ task in the Electronic Document Processing project is that on one hand the artifacts are priceless but in <u>poor physical condition</u>, on the other hand the Service Provider is expected to meet average daily minimum Electronic Document Processing target of excellent quality at multiple distant locations. Keeping this target in mind, the Service Provider must acquire a thorough understanding of the High Court holdings and the manner in which the current systems and procedures work. This should enable the service provider to determine:

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

### 3.5.2 Project Planning and Management:-

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

- **Project Schedule**: A detailed week-wise timeline indicating various activities performed along with completion dates and resources required for the same
- Manpower Deployment List: Profile-wise number of all manpower that will be deployed at High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior with the task assigned to each. Roles and responsibilities of every type of manpower should be mentioned.
- **Resource Deployment List**: List and number of all resources other than manpower like scanners, UPS, computers etc. that will be deployed at each court.
- Communication Plan: Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- **Progress Monitoring Plan**: Detailed Daily, Weekly, Monthly progress report formats along with issue escalation format. But in new DMS software vendor has to provide the option.
- **Standard Operating Procedures**: Detailed procedure for carrying out Electronic Document Processing project in a timely and accurate manner
- Risk Mitigation Plan: List of all possible risks and methods to mitigate them
- **Escalation Matrix**: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems
- **Training**: Service provider's approach to impart training to the Courts officials

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

# 3.5.3 Setting Up Electronic Document Processing Facilities:-

#### 3.5.3.1. IT Infrastructure

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

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

Successful bidder should be ready to deploy scanners and other IT equipments [computers, servers, UPS etc. at the High Court and District Court of Madhya Pradesh, as per the volume of work to carry out Electronic Document Processing work. Successful Bidder should increase the number of image capturing devices, computers and other peripherals based on the requirement, to complete the project in the stipulated timeframe.

Note: - <u>Bidder should submit an undertaking that all the scanners proposed to be used for this</u>

<u>project will be brand new and successful bidder will be required to submit proof of</u>

<u>purchase of these scanners before commencement of project execution.</u>

### 3.5.3.2 Manpower

Successful bidders should also have a dedicated regular team of fulltime project managers, quality control experts, Legal experts, scanning operators and document classification experts for timely completion of the project. Legal expert will check in daily parameters of the digitized records. One Project Manager and one Legal expert at High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior Establishment shall be provided by the Vendor on mandatory basis. One Project Manager and one Legal expert shall be posted at Big District Courts on mandatory basis if the work of District and Tehsil Court is given to Vendor. Successful bidder should be ready to deploy required manpower per Court. Successful Bidder should increase the number of manpower based on the requirement, to complete the project in the stipulated timeframe.

### 3.5.3.3 Physical Infrastructure

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

- Electricity and Required Power Points: Electricity will be provided by the High Court. In case there are insufficient power points, the High Court shall arrange for the same from the funds of the State Government.
- Power Backup: High Court will provide the required Generator Sets for power backup.
- UPS: Successful bidder/ Service Provider will have to arrange and deploy the UPS of required capacities at High Court of Madhya Pradesh, Principal Seat Jabalpur and its Benches at Indore and Gwalior.
- Furniture and Stationary: The successful bidder will have to install the required furniture of reputed make from their own resources. Racks for keeping the records

- shall be provided by Vendor. Threads, Punching machines, Flags for Document Segregation, Cutters and all other required stationary shall be provided by Vendor.
- LAN: The bidder is required to arrange for LAN points and cables for connecting computer systems with the server and the network for all Scanning, Cleaning, indexing and Internal Quality Checking work under Electronic Document Processing Project.
   Switches should be Gigabit Switches.
- 3.5.4 Digitization of Judicial Records: Broadly following types of judicial records are required to be digitized:-
- 3.5.4.1 Fresh Case Files and Loose Documents
- 3.5.4.2 Pending After-Hearing Case Files (that are to be either completely scanned or to be partially scanned (as some record is already scanned and some record is still remaining to be scanned)
- 3.5.4.3 Current Disposed Cases, Partial Disposed Scanned Cases and Disposed Cases.
- 3.5.4.4 Old Disposed Cases which are falling under Elimination Criterion and MPHC QC team has pointed out some error in earlier scanned record
- 3.5.4.5 Administrative Records
- 3.5.4.6 Other (Library books, ILR and other documents)

### Digitization for each of the above mentioned Record type is as follows:

### **3.5.4.1** Fresh Case Files and Loose Documents:

Currently in High Court of M.P., e filing of cases and documents are compulsory but Hard copy of the files and documents are to be submitted at Presentation Section by Advocates. Hence, Vendor needs to play three facet roles. <u>First</u> do the Metadata entry for Fresh Cases and received loose documents at Presentation Section and then do the EDP work on the received TIFF files of efiled cases and documents as mentioned in point no. 10 of Scope of work III-A of this Tender, then to do the Digitization once the file has been checked by Scrutiny Assistants.

Meta Data Entry: e-filing of cases has been made mandatory in M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. Initially advocates e-file their cases by entering the relevant entries in e filing module and a Provisional ID gets generated. After entering this Provisional ID and after viewing the Physical case files the Meta Data of the case record will be entered by the vendor. Similarly loose documents are being filed at Presentation Section in a physical manner. For this the Meta Data of the case record will be entered by the vendor. Loose documents are also being e-filed and in near future e filing of loose document will be made mandatory then also Meta Data of the loose document will be entered by vendor. In near future when only Digital copy of cases and documents will be available the metadata will be entered by vendor after viewing the Digital copy of the same. Metadata will include the data entry work of Main and additional Parties Details, Main and additional Advocate Details, and Lower Court Details

etc.), Accused related details (conviction and acquittal details), Document details, Caveat related details.

After making the entries of metadata as stated above, Vendor should start in parallel EDP work as mentioned in point no. 10 of Scope of work III-A of this Tender. After making the entries of metadata as stated above the file will move towards Scrutiny Assistants and if there is no defect in the case, case will be proposed for listing and case will be listed before Hon'ble Court. Vendor needs to collect the files from Scrutiny Assistants and to Digitized the same. Similarly Vendor needs to collect the loose document from document clerk and shall digitize the same. Digitization/Electronic Document Processing of Fresh Case Files and filed loose documents will require execution of following processes:

**Document Collection**: Fresh Files **and filed loose documents** required to be digitized will be provided by High Court Officials from 10 am to 5 pm on all working days after receiving and registering the same.

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

- Dusting the files to remove dirt and other possible noise causing particles and Removal of stapler pins, clips etc.
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Files and documents will be untagged

**Document Scanning**: The records may be scanned by vendor by using flatbed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document and **storage optimization**.

**Cleaning and Image Quality Check**: After scanning, cleaning and quality check will be done by vendor for ensuring desired quality of images by checking/correcting the following:

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

**Documents Re-Filing:** Once the Images and data have gone through the Scanning, Cleaning process and quality checking, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

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

Turn Around Time (TAT): The service provider has to return all fresh case files and loose document received between 10 AM to 03:00 PM from Presentation Section after completion of Electronic Document Processing by 5:00 PM to Filing section. The service provider has to return all fresh case files and loose document received between 03:00 PM to 05:00 PM from Presentation Section by 12'o clock on next day. After completion of Electronic Document processing by 6:00 PM to Filing section. For indexing of case records vendor should follow the same TAT as described above.

**Document Indexing Work:** There are different types of documents in a case file. Document classification is the process which requires identifying and tagging document types in a file. Indexing is a process to give a name to scanned and cleaned documents with the relevant indexing parameter already made available in High Court Electronic Document Processing Software. For example scanned and cleaned document of Final Judgment will be indexed with the indexing parameter "Final Judgment" in High Court Electronic Document Processing Software.

After scanning, cleaning and quality check by the vendor, case files will be available for indexing where vendor shall do the indexing work for the scanned and cleaned record. The Indexing shall be done by the vendor as per the approved indexing parameter by High Court of Madhya Pradesh.

**Quality Checking Work:** Once the indexing is completed by vendor, the file is available for Final Quality Check. Vendor shall do the Quality check at his level and shall make an entry in CMIS/ERP for this. During Quality checking the Vendor team shall check the Image Clarity, whether the scanned total pages are same in original file, proper Image Resolution, blank pages should not be there, proper image orientation also ensure proper indexing of documents etc.

Further High Court deputed team shall also do the Quality checking work for the scanned, cleaned and indexed records by vendor. High Court deputed team shall

also enter the result of verification. While checking the quality at this stage the High Court deputed team shall also reject the scanned, cleaned and indexed record by the vendor if not found appropriate. The rejections will be made in CIS/ High Court Electronic Document Processing Software and Vendor has to cure it on same day. If rejection is not cure on same day penalty shall be imposed as per the penalty clause.

### 3.5.4.2 Pending After-Hearing Case Files

The cases after their registration at Presentation Section further get listed in Hon'ble Courts for hearing. Since Digitization process started in recent years there are enough records which were registered before the time of initiation of Digitization process and hence needs to be completely scanned. Hence there are two scenarios available for such type of cases. Pending After-Hearing Case Files which needs to be completely scanned and Pending After-Hearing Case Files which needs to be partially scanned.

Vendor needs to play two facet roles. First do the Metadata entry (if required) for such Pending After-Hearing Case Files for which details of Metadata (Main and additional Parties Details, Main and additional Advocate Details, and Lower Court Details etc.), Accused related details (conviction and acquittal details), Document details, Caveat related details) are not available in CMIS/ERP software and then Vendor shall start the Digitization Process with the help of Physical file.

For such Pending After-Hearing Case Files which needs to be completely scanned, vendor has to scan the complete record.

For such Pending After-Hearing Case Files which needs to be partially scanned as in such cases, some record is already scanned and some records still remaining to be scanned. By means of system / physical file checking, for such cases, the work of finding out and flagging of such record which is remaining to be scanned shall be done by vendor and the work of scanning, cleaning, indexing and quality check will then be done by vendor.

Digitization of Pending After-Hearing Case Files of above mentioned both the types of Pending After-Hearing Case Files will require execution of following processes.

**Document Collection:** Files required to be digitized will be collected by Vendor from different sections of the High Court. The service provider is required to collect these files in lots from the respective sections and bring them Digitization/Electronic Document Processing center for processing.

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

Document Preparation / Repair: The documents so received by the service provider shall be prepared and repaired. Special care should be taken for

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

- Dusting the files to remove dirt and other possible noise causing particles and Removal of stapler pins, clips etc.
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Files and documents will be untagged

**Document Scanning**: The records may be scanned by vendor by using flatbed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document and storage optimization.

Cleaning and Image Quality Check: After scanning, cleaning and quality check will be done by vendor for ensuring desired quality of images by checking/correcting the following:

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

**Documents Re-Filing:** Once the Images and data have gone through the Scanning, Cleaning process and quality checking, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

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

Turn Around Time (TAT): The service provider has to return Pending After-Hearing Case Files on Next DAY after completion of Digitization/Electronic Document Processing. The cases proposed to be listed or listed before Hon'ble Court shall be Digitized on same day the file has been given by the section/sections and collected by Vendor. For indexing of case records vendor should follow the dame TAT as described above. For indexing of case records vendor should follow the same TAT as described above.

**Document Indexing Work:** There are different types of documents in a case file. Document classification is the process which requires identifying and tagging document types in a file. Indexing is a process to give a name to scanned and cleaned documents with the relevant indexing parameter already made available in High Court Electronic Document Processing Software. For example scanned and cleaned document of Final Judgment will be indexed with the indexing parameter "Final Judgment" in High Court Electronic Document Processing Software.

After scanning, cleaning and quality check by the vendor, case files will be available for indexing where vendor shall do the indexing work for the scanned and cleaned record. The Indexing shall be done by the vendor as per the approved indexing parameter by High Court of Madhya Pradesh.

**Quality Checking Work:** Once the indexing is completed by vendor, the file is available for Final Quality Check. Vendor shall do the Quality check at his level and shall make an entry in CMIS/ERP for this. During Quality checking the Vendor team shall check the Image Clarity, whether the scanned total pages are same in original file, proper Image Resolution, blank pages should not be there, proper image orientation also ensure proper indexing of documents etc.

Further High Court deputed team shall also do the Quality checking work for the scanned, cleaned and indexed records by vendor. High Court deputed team shall also enter the result of verification. While checking the quality at this stage the High Court deputed team shall also reject the scanned, cleaned and indexed record by the vendor if not found appropriate. The rejections will be made in CIS/ High Court Electronic Document Processing Software and Vendor has to cure it on same day. If rejection is not cure on same day penalty shall be imposed as per the penalty clause.

### 3.5.4.3 Current Disposed Case files:-

The cases which are getting listed currently on day to day basis before Hon'ble Court and the same are being disposed and closed are called Pending Disposed Cases or Current Disposed Cases.

Since Digitization process started in recent years there are enough records which were registered before the time of initiation of Digitization process and hence needs to be completely scanned. Hence there are two scenarios available for such type of cases. Pending Disposed Case Files or Current Disposed Case files which needs to be completely scanned and Pending Disposed Case Files or Current Disposed Case files which needs to be partially scanned.

Vendor needs to play two facet roles. First do the Metadata entry (if required) for such Pending After-Hearing Case Files for which details of Metadata (Main and additional Parties Details, Main and additional Advocate Details, and Lower Court Details etc.), Accused related details (conviction and acquittal details), Document details, Caveat related details) are not available in CMIS/ERP software and further to do the Digitization activity. After entry of Meta Data, Digitization of Current Disposed Case files will require execution of following processes:

For such Current Disposed Case files which needs to be completely scanned vendor has to scan the complete record.

For such Current Disposed Case files which needs to be partially scanned as in such cases, some record is already scanned and some records (mainly order sheets) still remaining to be scanned. Vendor can view the earlier scanned data in CMIS/ERP software. For such cases, the work of finding out and flagging of such record which is remaining to be scanned shall be done by vendor and the work of scanning, cleaning, indexing and quality check will then be done by vendor.

Digitization of above mentioned both the types of Current Disposed Case files will require execution of following processes.

**Document Collection**: Files required to be digitized will be collected by Vendor from different sections of the High Court. The service provider is required to collect these files in lots from the respective sections and bring them Digitization/Electronic Document Processing center for processing.

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

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

- Dusting the files to remove dirt and other possible noise causing particles and Removal of stapler pins, clips etc.
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Files and documents will be untagged

**Document Scanning**: The records may be scanned by vendor by using flatbed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document and storage optimization.

Cleaning and Image Quality Check: After scanning, cleaning and quality check will be done by vendor for ensuring desired quality of images by checking/correcting the following:

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

**Documents Re-Filing:** Once the Images and data have gone through the Scanning, Cleaning process and quality checking, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

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

**Turn Around Time (TAT):** The service provider has to return Current Disposed Case files on Next DAY after completion of Digitization/Electronic Document Processing. For indexing of case records vendor should follow the same TAT as described above.

**Document Indexing Work:** There are different types of documents in a case file. Document classification is the process which requires identifying and tagging document types in a file. **Indexing** is a process to give a name to scanned and cleaned documents with the relevant indexing parameter already made available in High Court Electronic Document Processing Software. For example scanned and cleaned document of Final Judgment will be indexed with the indexing parameter "Final Judgment" in High Court Electronic Document Processing Software.

After scanning, cleaning and quality check by the vendor, case files will be available for indexing where vendor shall do the indexing work for the scanned and cleaned record. The Indexing shall be done by the vendor as per the approved indexing parameter by High Court of Madhya Pradesh.

**Quality Checking Work:** Once the indexing is completed by vendor, the file is available for Final Quality Check. Vendor shall do the Quality check at his level and shall make an entry in CMIS/ERP for this. During Quality checking the Vendor team shall check the Image Clarity, whether the scanned total pages are same in original file, proper Image Resolution, blank pages should not be there, proper image orientation also ensure proper indexing of documents etc.

Further High Court deputed team shall also do the Quality checking work for the scanned, cleaned and indexed records by vendor. High Court deputed team shall also enter the result of verification. While checking the quality at this stage the High Court deputed team shall also reject the scanned, cleaned and indexed record by the vendor if not found appropriate. The rejections will be made in CIS/ High Court Electronic Document Processing Software and Vendor has to cure it on same day. If rejection is not cure on same day penalty shall be imposed as per the penalty clause.

#### 3.5.4.4 Disposed Case Files

The cases which were listed before Hon'ble Courts long back and were disposed off and closed are called old Disposed Cases or Disposed Cases. Since Digitization process started in recent years there may be enough records which were Disposed before the time of initiation of Digitization process and hence needs to be completely scanned. Also there may be enough disposed cases which were earlier partly scanned and some part (mostly order sheets) needs to be digitized. These type of Disposed Cases is called Partial Scanned Disposed Cases.

To carry out the Digitization of old Disposed Cases which are to completely scanned. Digitization process shall include i.e Un-tagging of files, Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check.

To carry out the Digitization of old Disposed Cases which are to partially scanned. Digitization process shall include i.e Un-tagging of files, document segregation work (to do the activity of comparing the physical case file with the earlier scanned data for the same case file through CMIS/ERP software and then to identify, flag the documents that are to be scanned), Scanning, tagging of Files, cleaning of the scanned images, Indexing of the cleaned images and quality check.

To carry out the Digitization of Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning or QC team has pointed out some new pages are to be get scanned as per record elimination rule. Vendor needs to do the deletion of incorrect page(s) or to do insertion of new page(s) of the pages in old cleaned TIFF file. Vendor needs to put the corrected file on Server.

Vendor needs to play two facet roles. First do the Metadata entry(if required) for such Disposed Cases Files for which details of Metadata (Main and additional Parties Details, Main and additional Advocate Details, and Lower Court Details etc.), Accused related details (conviction and acquittal details), Document details, Caveat related details) are not available in CMIS/ERP software and further do the Digitization activity. After entry of Meta Data, Digitization Current Disposed Case files will require execution of following processes:

Digitization/Electronic Document Processing of Disposed Case Files (which are to be completely scanned and partially scanned only) will require execution of following processes.

**Document Collection**: Files required to be digitized will be collected by Vendor from different sections of the High Court. The service provider is required to collect these files in lots from the respective sections and bring them Digitization/Electronic Document Processing center for processing.

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

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

- Dusting the files to remove dirt and other possible noise causing particles and Removal of stapler pins, clips etc.
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Files and documents will be untagged

**Document Scanning**: The records may be scanned by vendor by using flatbed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document and storage optimization.

Cleaning and Image Quality Check: After scanning, cleaning and quality check will be done by vendor for ensuring desired quality of images by checking/correcting the following:

- Image Clarity
- Confirm the pages of image with that of original
- Image Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages
- Black marks removal

- De-skewing
- De-speckling
- Cropping (No content should be missing)
- Image orientation etc.

**Documents Re-Filing:** Once the Images and data have gone through the Scanning, Cleaning process and quality checking, the activity of putting back the pages in the same Files shall commence. Some of the key activities in this process are:

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

**Turn Around Time (TAT):** The service provider has to return Disposed Case Files on Next DAY after completion of Digitization/Electronic Document Processing. For indexing of case records vendor should follow the same TAT as described above.

**Document Indexing Work:** There are different types of documents in a case file. Document classification is the process which requires identifying and tagging document types in a file. Indexing is a process to give a name to scanned and cleaned documents with the relevant indexing parameter already made available in High Court Electronic Document Processing Software. For example scanned and cleaned document of Final Judgment will be indexed with the indexing parameter "Final Judgment" in High Court Electronic Document Processing Software.

After scanning, cleaning and quality check by the vendor, case files will be available for indexing where vendor shall do the indexing work for the scanned and cleaned record. The Indexing shall be done by the vendor as per the approved indexing parameter by High Court of Madhya Pradesh.

Quality Checking Work: Once the indexing is completed by vendor, the file is available for Final Quality Check. Vendor shall do the Quality check at his level and shall make an entry in CMIS/ERP for this. During Quality checking the Vendor team shall check the Image Clarity, whether the scanned total pages are same in original file, proper Image Resolution, blank pages should not be there, proper image orientation also ensure proper indexing of documents etc.

Further High Court deputed team shall also do the Quality checking work for the scanned, cleaned and indexed records by vendor. High Court deputed team shall also enter the result of verification. While checking the quality at this stage the High Court deputed team shall also reject the scanned, cleaned and indexed record by the vendor if not found appropriate. The rejections will be made in CIS/ High Court Electronic Document Processing Software and Vendor has to cure it on same day. If rejection is not cure on same day penalty shall be imposed as per the penalty clause.

- 3.5.4.5 Digitization Process for Administrative records (Registers, Books, Challans, files, etc.) at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include (i.e tagging Un-tagging of files, un-binding and binding of registers/paper books etc., Scanning of the documents of the files, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software
- 3.5.4.6 Digitization Process for Library Books and Library Documents (If required):-For Digitization of Library Books (old and rare and other), Library Documents, I L R (Indian Law Reporter) Publications Gazette Notifications and other document and papers etc. at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts across the state. Digitization process shall include (i.e tagging un tagging of files, un-binding and binding work, Scanning of the documents of the files, cleaning of the scanned images, Indexing of the cleaned images and quality check). In M.P. High Court at Jabalpur and its Benches at Indore and Gwalior Indexing will be done as per the document types available in High Courts DMS/ERP/EDP software.

#### 3.6. Pilot Project

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. Vendor shall Digitized around Ten Lakh pages for all processes during Pilot phase. The Digitization process wills contain the representation of all the judicial record type and administrative record type on mandatory basis as defined below:

- a) Vendor shall do the Digitization/Electronic Document Processing of 800 Fresh Cases and 200 Loose Documents at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as mentioned in Tender Document for Digitization/Electronic Document Processing of Fresh Cases and Loose Documents.
- b) Vendor shall do the Digitization/Electronic Document Processing of 800 Pending After Hearing Cases along with record of earlier court which are to be Partially Scanned at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as mentioned in Tender Document.
- c) Vendor shall do the Digitization/Electronic Document Processing of 200 Pending After Hearing Cases along with record of earlier court which are to be Completely Scanned at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as

- mentioned in Tender Document.
- d) Vendor shall do the Digitization/Electronic Document processing of 1000 Current Disposed Case files which are to be Partially Scanned at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as mentioned in Tender Document.
- e) Vendor shall do the Digitization/Electronic Document Processing of 1000 old Disposed which are to be Partially Scanned at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as mentioned in Tender Document.
- f) Vendor shall do the Digitization/Electronic Document processing of 1000 Administrative files of Protocol Section or SW section at Jabalpur and its Benches at Indore and Gwalior respectively by adopting the process as mentioned in Tender Document.

The purpose of the pilot project is to gauge the ability of the proposed work plan and workflow to digitize artefacts with the required speed, quality of digitized records and care of original artifact. The criteria by which the Pilot Project are assessed:

- Efficiency in Receiving and Delivering the artifacts
- Care and Handling of artifacts.
- Number of artefacts digitized per day.
- Accuracy in Document Segregation work, Quality of scanned and cleaned records and the created metadata in comparison to the decided one. Required tiff files and metadata are to be created with the help of High Courts DMS/EDP/Digitization Software in light of Technical Specifications and agreed metadata standards as per Tender document/ ISO 14721 Open Archival Information System (OAIS Reference Model).
- Accuracy in the indexing and Quality checking for the mentioned judicial record type.
- Rejection handling procedure i.e. How many records have been rejected in Quality Check
- g) The Pilot Project allows the Service Provider to improve their Digitization/Electronic Document processing processes by adjusting the Workflow and Work Plan based on the findings of the ongoing assessment of the Pilot Project.
- h) The Pilot Project would not be approved for full implementation by the High Court of Madhya Pradesh until all assessment criteria are approved by High Court of Madhya Pradesh.
- i) Pilot project approval is the preliminary approval for the execution of all the relevant process for the Digitization/Electronic Document processing project. Even after approval of it also High Court of Madhya Pradesh may change the process due to unforeseen scenarios or due to change in requirement of High Court of Madhya Pradesh.

#### 3.7 Software & Hardware Installation/Licensing / Development

- a) Installation: Since the work of Scanning, Cleaning, Indexing and Internal quality checking will be done by Vendor through the use of Digitization/Electronic Document processing Software of High Court, It shall be duty of Vendor to install all the software's required for Computers, Scanner and other hardware for ensuring the working of it through High Courts Electronic Document Processing software.
- b) Licensing: Vendor must ensure that all the required softwares along with the antivirus

must have valid license throughout the project. Any Software without License is not permissible.

#### c) Development/Deployment:

- 1. The language translation Software (English to Hindi or Hindi to English or Phonetic Translation) to be provided by the vendor which will be integrated with ERP software of the High Court and District Court.
- **2.** The 'Speech-to-Text' software to be provided by the vendor which will be integrated with ERP software of the High Court and District Court.
- 3. Hardware Security Module (HSM) will be provided by the vendor which will used to manage and safeguard digital keys for strong authentication and encryption for 5000. HSMs will be used for key generation, encryption, decryption, and digital signature creation in a highly secure environment. The specification and requirements are attached as Annexure "G1"

#### 3.8 Technical Specifications and Requirements

Digitization/Electronic Document processing software shall be owned by <u>High Court of Madhya Pradesh</u> and it shall have the provision for scanning, cleaning and quality check of the record as per following specification but while doing the work of scanning, cleaning and quality checking the Vendor has to do the compliance for TIFF files as described below. Further process for the required file format will be taken care by High Court.

compressed TIFF or JP2K (lossless mpression shall be preferred)
·
0x100,200x200,300x300, 600x600 or
directed <b>or as practically viable</b>
/ 24 Bit Colour
anual / Flatbed/ sheet-fed/ Book / ADF
IAP Scanner or as directed.
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<sup>(\*)</sup> The Quality / Conditions / Age of the documents, would determine whether to use

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

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

## Searchable

PDF/A

A composite searchable PDF for Archival as per ISO 19005 PDF/A-2a format supports the following specification:

- JPEG 2000 image compression
- support for transparency effects and layers
- embedding of Open Type fonts
- provisions for digital signatures in accordance with the PDF Advanced Electronic Signatures PAdES Standard
- the option of embedding PDF/A files to facilitate archiving of sets of documents with a single file

After Scanning, Cleaning, Indexing and Splitting (OCR will be done on the split and index PDFs) each document of file and the data will be stored by way of images in Portable Document Format PDF/A-2a with adequate resolutions with free text search facility and ensure the readability and ease in retrieval including cleaning and spot reduction. Splitting of documents and any metadata entry is to be done by Scanning Vendor as per requirement. However, the metadata shall be automatically fetched from the database of CIS/ Electronic Document Processing Software of the High Court. The images so stored in the database should will be indexed as per the requirements of the High Court of Madhya Pradesh and should be capable of adding more images, at later stage in need basis, in an old stored filed. The data so stored shall be in a non-editable form. For such Judicial records the images of which have been finally uploaded on Server and further if any correction is required then from existing TIFF files and the newly added one Final TIFF and PDF files will be created. High Court Digitization/Electronic Document processing software will comply with the required specifications of required PDF/A-2a File format after the generation of TIFF files after execution of process of scanning and cleaning. All Scanned / digitized paper files will be stamped and duly signed by the used indicating that the "FILE IS SCANNED AND CLEANED" With Vendor Name and the bidder will be fully responsible for any loss / damage of any document (At file level only). The Vendor has to ensure the availability of resources for collection / movement of documents as per requirement from record room / court room. The hand over take over, Activity of Handover of Case files/ documents should be handled by High Court authorized person. Stamping on Files, Vendor will do the stamping on Front Page & Last Page as "Scanned" for all files.

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

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

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

It is required that at High Court the vendor may deploy adequate number of scanners required for scanning and cleaning of record shall be deployed by Vendor. The Vendor shall also deploy ADF Scanner or only Flatbed Scanner at Presentation Section as per requirement. But it is advisable that two ADF scanner, two ADF cum Flatbed scanner should be deployed by Vendor at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. Similarly for all such record type where partial scanning is needed it is advisable to install ADF cum Flatbed scanner in appropriate count. this is also required to deploy some scanners of both type (only ADF and ADF and Flatbed both) in spare because sometimes cases and loose documents gets registered in huge count( like after opening of Courts after Holidays). Commercial Scanner in sufficient court needs to be installed by Vendor at M.P. High Court at Jabalpur and its Benches at Indore and Gwalior.

The terminology of Pixels Per Inch (PPI) is used when it comes to onscreen viewing / rendering of scanned documents. The terminology of Dots Per Inch (DPI) is used when it comes to printing the documents. We have come across different brands of scanners with their software using PPI and sometimes DPI terminologies while deciding the resolution. Both terms are used to convey the same meaning and to decide the resolution.

JP2K file format for the final output of Electronic Document Processing is strongly

JP2K file format for the final output of Electronic Document Processing is strongly recommended considering that it provides lossless compression with much smaller file size if compared with the traditional TIF format.

#### 3.10.1 Black & White Electronic Document Processing

Record Type	Purely textual, laser printed or typeset documents having clear visibility of text with high contrast between white paper background and information			
	Digitized Master Copy for Preservation			
Minimum	1-bit bitonal mode - 300 ppi for documents with smallest significant			
desired quality	character of 2.0 mm or larger			
High quality	1-bit bitonal mode - 600 ppi for documents with smallest significant			
riigii quality	character of 1.0 mm or larger			
Output format	JP2K (lossless compression) most preferred			

	OR		
	Uncompressed TIFF		
<b>Access Quality Output f</b>	or Online Usage		
	While producing the access quality PDF/A document, the digitized master copies of individual pages in the record are resampled at a reduced size		
Compression	JPG Compression at minimum 72ppi to 96 ppi resolution.		
	(The size of master image is reduced while ensuring the ease of readability of information in the record. The ppi resolution can be increased to ensure clarity of text.)		
	A composite searchable PDF for Archival as per ISO 19005		
	Minimum PDF/A-1a is acceptable as the basic profile for access quality searchable document.		
Constable	PDF/A-2a is highly desirable as this format supports the following specification:		
Searchable PDF/A	<ul> <li>JPEG 2000 image compression</li> <li>support for transparency effects and layers</li> <li>embedding of Open Type fonts</li> <li>provisions for digital signatures in accordance with the PDF Advanced Electronic Signatures – PAdES standard</li> <li>the option of embedding PDF/A files to facilitate archiving of sets of</li> </ul>		
	documents with a single file		

## 3.10.2. Grayscale Electronic Document Processing

Record Type  Documents with poor legibility or diffuse characters (e.g. carbon or faxed copies, etc.), handwritten annotations or other markings inherent contrast, staining, fading, halftone illustrations, or photographic			
<b>Digitized Master Copy</b>	for Preservation		
Minimum	8-bit grayscale mode - 300 ppi for documents with smallest significant		
desired quality	character of 1.5 mm or larger		
High quality	8-bit grayscale mode – 400 ppi for documents with smallest significant character of 1.0 mm or larger. In the case of detailed photographs, illustrations or diagrams the resolutions may be increased up to or beyond 600 dpi.		
	JP2K (lossless compression) most preferred		
Output format	OR		
	Uncompressed TIFF		
<b>Access Quality Output</b>	for Online Usage		
	While producing the access quality PDF/A document, the digitized master copies of individual pages in the record are resampled at a reduced size		
Compression	JPG Compression at minimum 72 ppi resolution (The size of master image to be reduced while ensuring the ease of readability of information in the record. The ppi resolution can be increased beyond the minimum recommended resolution to ensure clarity of text.)		
Searchable PDF/A	A composite searchable PDF for Archival as per ISO-19005		

Minimum PDF/A-1a is acceptable as the basic profile for access quality searchable document.

PDF/A-2a is highly desirable as supports the following specification:

• JPEG 2000 image compression

• support for transparency effects and layers

• embedding of Open Type fonts

• provisions for digital signatures in accordance with the PDF Advanced Electronic Signatures – PAdES standard

• the option of embedding PDF/A files to facilitate archiving of sets of

#### 3.10.3. True Color Electronic Document Processing -

documents with a single file

Record Type	Documents as described for grayscale scanning and/or where color is important to the interpretation of the information or content, or desire to produce the most accurate representation		
Digitized Master Copy for Preservation			
Minimum	24-bit RGB mode - 300 ppi for documents with smallest significant		
desired quality	character of 1.5 mm or larger		
High quality	24-bit RGB mode - 400 ppi for documents with smallest significant character of 1.0 mm or larger. In the case of detailed photographs, illustrations or diagrams the resolutions may be increased up to or beyond 600 dpi.		
	JP2K (lossless compression) most preferred		
Output format	OR		
	Uncompressed TIFF		
Access quality output for			
	While producing the access quality PDF/A document, the digitized master copies of individual pages in the record are resampled at a reduced size		
Compression	JPG Compression at minimum 72ppi resolution		
	(The size of master image is reduced while ensuring the ease of readability of information in the record. The ppi resolution can be increased to ensure clarity of text.)		
	A composite searchable PDF for Archival as per ISO 19005		
	Minimum PDF/A-1a is acceptable as the basic profile for access quality searchable document.		
	PDF/A-2a is highly desirable as this format supports the following specification:		
Searchable PDF/A	<ul> <li>JPEG 2000 image compression</li> <li>support for transparency effects and layers</li> <li>embedding of Open Type fonts</li> <li>provisions for digital signatures in accordance with the PDF Advanced Electronic Signatures – PAdES standard</li> <li>the option of embedding PDF/A files to facilitate archiving of sets of documents with a single file</li> </ul>		

The general detail of Specification of Scanners that needs to be deployed by Vendor at the sites for scanning is as mentioned below. This is only for general purpose in actual; the Vendor needs to

deploy the Scanners as per the need of work. The vendor has to decide the hardware for effective Electronic Document Processing work.

## Scanner ADF (with Duplexer) and Integrated Flatbed

Sr. No	Parameter	Minimum required technical specifications	
1	Make and Model No.	Depends on Vendor	
2	Scanning Options	Color, Grayscale, Black & White (Linear), <b>True Color</b> etc.	
3	Scanner Type	ADF Auto Duplex Scanning with Integrated Flatbed	
4	Recommended Daily Volume	10,000 pages per day or higher	
5	Throughput Speeds (200 dpi landscape, letter-size, black- and-white, grayscale,	60 PPM	
6	Scanning Technology	CCD Grayscale output bit depth: 256 levels Color capture bit depth: 48-bit Color output bit depth: 24-bit.  CCD Technology/CIS Scanning technology or better	
7	Optical Resolution	600 dpi	
8	Output resolution	100 to 600 DPI	
9	Maximum Document Size for both (ADF and Flatbed)	r A4, Letter, <b>Legal,</b> FS, post card, Envelop and other pages	
	Minimum width * Minimum Length of the Document for ADF Part of the Scanner	105 x 148 mm or 4.13 * 5.82 Inch	
	Maximum width * Maximum Length of the Document for ADF Part of the Scanner	216*3100 mm or 8.5*122 inch	
	Minimum width * Minimum Length of the Document for Flatbed part of the Scanner	25.4*25.4 mm or 1 Inch	
	Maximum width * Maximum Length of the Document for Flatbed part of the Scanner	216 x 356 mm or 8.5 * 14 Inch	
10	ADF Tray Capacity	200 Pages or more	
11	Connectivity	USB 2.0 or higher	
12	Imaging Features (in the scanner)	Automatic Image Orientation, Blank Page Removal, Automatic Crop & De-Skew, Image enhancement, batch separation, document merge	
13	File Format Outputs	Single and multi-page TIFF, JPEG, PDF, searchable PDF/A-2a, PDF/A & PDF.	
14	Environmental Factors	ENERGY STAR qualified scanners; Operating temperature: 15-32.5° C; Operating humidity: 15% to 80% RH	

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

## Scanner ADF (with Duplexer)

Sr. No	Parameter	Minimum required technical specifications	
1	Make and Model No.	Depends on Vendor	
2	Scanning Options	Color, Grayscale, Black & White (Linear), <b>True Color</b> etc.	
3	Scanner Type	ADF Auto Duplex Scanning	
4	Recommended Daily Volume	10,000 pages per day or higher	
5	Throughput Speeds (200 dpi landscape, letter-size, black- and-white, grayscale, color)	60 PPM	
6	Scanning Technology	CCD Grayscale output bit depth: 256 levels Color capture bit depth: 48-bit Color output bit depth: 24-bit.  CCD Technology/CIS Scanning technology or better	
7	Optical Resolution	600 dpi	
8	Output resolution	100 to 600 DPI	
9	Maximum Document Size for both (ADF and Flatbed)	A4, Letter, Legal, FS, post card, Envelop and other pages etc.	
	Minimum width * Minimum Length of the Document for ADF Part of the Scanner	105 x 148 mm or 4.13 * 5.82 Inch	
	Maximum width * Maximum Length of the Document for ADF Part of the Scanner	216*3100 mm or 8.5*122 inch	
10	ADF Tray Capacity	200 Pages or more	
11	Connectivity	USB 2.0 or higher	

12	Imaging Features (in the scanner)	Automatic Image Orientation, Blank Page Removal, Automatic Crop & De-Skew, Image enhancement, batch separation, document merge	
13	File Format Outputs	Single and multi-page TIFF, JPEG, PDF, searchable PDF/A-2a, PDF/A & PDF.	
14	Environmental Factors	ENERGY STAR qualified scanners; Operating temperature: 15-32.5° C; Operating humidity: 15% to 80% RH	
15	Supporting Drivers and Bundle Software	TWAIN, ISIS, SANE, Wind ws Imaging Architecture Drivers, Scanning Software or equivalent or Better	
16	Supporting Operating System	Windows 10, Windows 8.1 Pro & SL (32 bit & 64 bit), Windows 7 (32 bit & 64 bit), Linux Ubuntu	
17	Hardware Drivers	Supplier to provide latest drivers for all hardware for Ubuntu-Linux OS	
18	Paper Thickness /Weight	Weight: 34 to 413 gsm	
19	Other features required	Multi feed Detection (Required to stops double feeding), Mixed Document Feeding (Diff. Size & Thickness Fed Together), Crushed pages scan	
20	Certificates	ISO, Energy Star etc.	

#### SECTION - III

#### (SCOPE OF WORK)

#### Section - III (B)

#### Scope of Work for District and Tehsil Courts in M.P.

This Tender document is mainly published for Digitization/Electronic Document Processing (Document Segregation (if applicable), Scanning, Cleaning, Indexing and Quality Check) of Judicial and Administrative Record of M.P. High Court at Jabalpur and its Benches at Indore and Gwalior. Briefly, for Judicial and Administrative Records or Cases following is the Digitization/EDP process:

M.P. High Court at Jabalpur and its Benches at Indore and Gwalior		
Document type	Document Segregation	Scanning, Cleaning, Indexing Quality Checked
Fresh Cases & Loose Document	Not Applicable	Applicable
After Hearing Pending Cases files available in different Judicial Sections which are to be partially scanned	Applicable	Applicable
After Hearing Pending Cases files available in different Judicial Sections which are to be Completely scanned	Not Applicable	Applicable
Current Disposed Cases and Partial Scanned Disposed Cases	Applicable	Applicable
Old Disposed Cases which are to completely scanned	Not Applicable	Applicable
Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning	Vendor needs to do the deletion of incorrect page(s) or to do insertion of new page(s) of the pages in old cleaned TIFF file after scanning. Vendor needs to put the corrected file on Server.	Scanning and Cleaning
Electronic Document Processing	EDP work for e-filed cases and documents for High Court. EDP work for the received TIFF or PDF files and or videos from other pillars for High Court.	Applicable
	Conversion of PDF files/JPEG files in to TIFF/JPEG Images, Cleaning of the scanned images, Indexing of the cleaned images and quality check for the e-flied Cases and documents received from advocates and from other pillars like Police Department,	

	Medical Department, ICSJ, CCTNS, etc with the help of Electronic Document Processing software of High Court. Also to locate the electronically processed images in to proper positions in to EDP software.	
Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Administrative Records	Applicable	Applicable
Others (Library Books, Library Documents and other document (ILR,etc)	un-binding and binding work will be there	Applicable

Digitization is to be done as per the details mentioned for the above mentioned record types in Section III(A) of the Tender. Vendors are to be quote their Bids as per the above mentioned document types.

In District and Tehsil Courts in Madhya Pradesh already the Digitization of Judicial Record is under process and a Company is working there. However looking to the humongous volume of work and changed requirements of electronic processing of e-filed documents at District and Tehsil Courts also, rates for doing the Digitization/EDP of Judicial and Administrative Records of District and Tehsil Courts is also invited through this Tender. The Digitization work of the District Court will be assigned only after the refusal from the existing vendor working in the District Court in writing or the period of contract is over.

## For District and Tehsil Courts the mapping of High Court records will be as follows:

M.P.High Court Record types	District and Tehsil Court record types	Document Segregation	Scanning, Cleaning, Indexing Quality Checked
Fresh Cases & Loose Document	Fresh Cases at Filing centre and documents that will be filed for the Pending After hearing cases of different courts.	Not Applicable	Applicable
After Hearing Pending Cases files available in different Judicial Sections which are to be partially scanned	After Hearing Pending Cases files available in different Courts which are to be partially scanned	Applicable	Applicable
After Hearing Pending Cases files available in different Judicial Sections which are to be completely scanned	After Hearing Pending Cases files available in different Courts which are to be completely scanned	Not Applicable	Applicable
Current Disposed Cases and Partial Scanned Disposed Cases	Current Disposed Cases from Courts will be reached at Record room disposal. Partial Scanned Disposed Cases will be available in Record room.	Applicable	Applicable
Old Disposed Cases which are to completely scanned	Old Disposed Cases will be available in Record room.	Not Applicable	Applicable
Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning or QC team has pointed out some new pages are to be get scanned as per record elimination rule.	Not Applicable	Not Applicable	Not Applicable
EDP work for e-filed cases and documents for High Court. EDP work for the received TIFF or PDF files and or videos from other pillars for High Court.	EDP work for e-filed cases and documents for District and Tehsil Courts. EDP work for the received TIFF or PDF files and or videos from other pillars for High Court.	Not Applicable	Work on the received TIFF files for the cases and documents and to locate the same correctly

Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details	Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused(>5) details, conviction details and earlier court details	Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused(>5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Not Applicable	Not Applicable
Administrative Records	Records available in Administrative Sections	Applicable	Applicable

Others (Library Books, Librar Documents and othe document (ILR, etc)
--

This is to mention here that as per the above mapping the records in District and Tehsil Courts shall be digitized. The rest of the process like receiving of records from concerned section and un tagging, scanning, cleaning, indexing and Quality checking shall be same as mentioned in Section 3(A) of the Tender as mentioned for M.P. High Court and its Benches at Indore and Gwalior. The Technical specifications for TIFF and PDF files shall also be in light of specifications mentioned in Tender for High Court records TIFF and PDF files. Vendors are requested to go through the process of Document segregations very carefully as it is time consuming process which requires efforts in viewing the scanned and un-scanned part for a Pending or Disposed Case.

## SECTION - IV

### **Criteria for Evaluation**

### 4.1 <u>Evaluation of Technical Bids:</u>-

SI.				Maximum
No.	Parameter		Evaluation Criteria	Score
		a)	Executed at least 5 project of records digitization of more than <b>05 crore pages (Marks-10) (each project 02 numbers)</b>	
1.	Relevant Experience of the Vendor	b)	At least three Digitization Projects with each project money value more than Rs.2 Crore. (Marks-15)  (Note -: For one project the number will be 03, for two project number will be 10 and for three project number will be 15)	30
		c)	Overall experience and Credential of the firm.: (Marks-05)	
		a)	Clear understanding of scope of services and approach Methodology (Marks-10)	
2.	Approach & Methodology	b)	Knowledge of Local Conditions - Letter of Understanding (Form T5) of prevailing Digitization System in M.P.High Court at Jabalpur and its Benches at Indore and Gwalior by Judicial and Technical authority as mentioned in point number 2.48.3 of this Tender. (Marks-10)	35
		c)	Team organization and scheduling for entire project: Team and its Optimization work plan to meet an efficient activity scheduling (Marks 5)	
		d)	Timelines for completing the work of Digitization of Partial Scanned Disposed Cases and After Hearing Pending Cases (Marks-10)	
		a)	Quality Standards (Marks-20)	
	Quality	i	ISO 9001:2008 or equivalent Certification (yes= <b>5</b> , No=0)	
3	Management	ii	ISO 27001:2005 or equivalent Certification (yes= <b>5</b> , No=0)	20
			ISO 20000 for quality Certification for IT Services (Yes= <b>5</b> , No-0)	
		iv	CMMI Lever III or Higher (if Yes= <b>5</b> , if No=0)	
4	4 Rey Personnel and Infrastructure  (Appersonal and infrastructure (Marks-15)  Competence and hands-on experience of the Team Leader/Project Manager in execution and coordination of similar digitization projects. Profile of the Team Leader >=10 years digitization experience=5, <10 years and >5Years Exp=3, for <5year and >1 Year exp.= 1)- Maximum marks 05		05	

			Total	100
			>=100 ADF, 50 Flatbed= <b>5</b> <100 ADF= <b>4</b>	
	"	10; >=100 ADF, 50 Flatbed and 05 Over Head Scanners=7;	10	
		ii	Flatbed and 10 over Head book scanner = Maximum Marks:	10
			The bidder who have all format scanners like 100 ADF, 50	

#### Note:-

- 1. All the prequalification and technical specifications conditions are to be fulfilled by the bidders.
- 2. The Technical proposals will be evaluated by the committee appointed by the High Court of Madhya Pradesh and they will select the bidders. The financial bids will be opened for the shortlisted bidders only.
- 3. The minimum of 70 marks are there for getting selection in the financial bid opening.
- 4. The decision of the Registrar General for finalization of the Bidders will be final.

#### The evaluation of bid will be on QCBS Pattern (Quality Cost Based Selection)

#### Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The High Court of Madhya Pradesh, Jabalpur shall inform the date, place and time for opening of the Financial Bid.

#### **Evaluation and Comparison of Bids (QCBS)**

80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

#### Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

Fn= Fmin/Fb \* 100 (rounded off to 2 decimal places) Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

<u>Composite Score (S) = Ts \* 0.8 + Fn \* 0.2</u>

The Bidder with the highest Composite Score(S) would be awarded the contract.

#### Note:-

- 1. In case of any query regarding condition of documents for scanning, please contact IT Wing of the High Court.
- 2. All LAN work installation along with active and passive components is to be arranged by the bidder/vendor.
- 3. All furniture's of good quality and sitting arrangement along with AC (Air-conditioner) and proper power backup (UPS system) is to be arranged by the bidder/vendor. However the DG set shall arranged by the High Court.
- 4. All computing devices like scanner, computer, server at each location of good quality and under excellent working condition to be installed by the bidder/vendor along with backup option. Computers will be latest and of in good working conditions.
- 5. Electricity connection shall be provided by the High Court, water drinking facility and other amenities shall be arranged by High Court.
- 6. The Registrar General, High Court of Madhya Pradesh has full rights to accept or reject any bid, without assigning any reason.
- 7. The Registrar General, High Court of Madhya Pradesh has right to alter the scope of work as per the requirement.
- 8. All Prospective bidders are requested to submit the bid with all relevant documents.
- 9. On introduction of new levy / taxes / duties the rate / price of items shall change in same proportionate.
- 10. For all future correspondence / addendum / corrigendum, please refer to the website of the High Court www.mphc.gov.in and Government tender portal www.mptenders.gov.in.

## 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 Electronic Document Processing of Archives - Transaction Based Costs Monthly Invoices should be raised by the Service Provider upon completion of monthly job / work. Vendor shall give a separate list for which he has done random Quality Check on 5% scanned, cleaned, Indexed and Quality checked data for all process for which he will raise Invoice. For submitting the Invoice the Vendor shall generate the work done statement from High Courts Digitization/Electronic Document Processing Software. All payments shall be made based on work completed and approved by the Registrar General, High Court of Madhya Pradesh or the Officer nominated by him. High Court of Madhya Pradesh shall do the Quality Checking of the scanned, cleaned, Indexed and Quality checked data for all process by the Vendor and the cases which have been randomly checked by Service Provider for Quality Check shall be included in the checking. If it is found that scanned, cleaned, Indexing and Quality checked done by Vendor is not satisfactory, 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 Madhya Pradesh for services performed. Invoices are to be sent in triplicate to the High Court of Madhya Pradesh along with all supporting documents approved by officer nominated by Registrar General, High Court of Madhya Pradesh. 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/Electronic Document processing work after showing all log reports and the number pages/ data digitized keeping all parameters. The bill is to be produced by 5<sup>th</sup> of every month and payment will be released at the earliest subject to availability of funds. *Before processing the Invoice the procedure as mentioned in point no 5.1 and 5.2 shall be strictly followed by service provider.* 

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

#### **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

The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 3% of the Contract Value valid for a period of 38 months within 30 days from the date of contract.

#### 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 Madhya Pradesh, 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 Madhya Pradesh:-
- 6.4.1 The Registrar General, High Court of Madhya Pradesh reserves the right to make changes within the scope of the work at any point of time.
- The Registrar General, High Court of Madhya Pradesh reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

#### 6.5 TIME SCHEDULE FOR COMPLITION OF THE CONTRACT

- 6.5.1 The successful bidder shall complete the assignment within <u>3 Years</u> from the date of singing of contract.
- The Service Provider shall ensure that the delivery of cleaned tiff images / JP2K (lossless compression) 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.

- 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

- **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.
- **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 <u>Termination for breach of contract</u>: 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 <u>Termination for delay</u>: 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.
- 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 Madhya Pradesh. 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.

	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.				
5.11	WORKING:				
	Working in two shifts in the court premises is permissible.				

#### **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/Electronic Document Processing project to be installed shall conform to the relevant technical specifications and standards as per Tender Document. The equipments are to be new and in good working condition and to be properly maintained by the bidder/service provider. The equipment that is to be used under the Digitization/Electronic Document Processing Project is to be in excellent working condition. The undertaking is to be submitted by the bidder regarding this point. Also, it will be the decision of the High Court regarding to ascertain the quality of scanners.

#### 7.3 SITE ACCEPTANCE TESTS (SAT)

- 7.3.1 The High Court of Madhya Pradesh 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 Madhya Pradesh 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 Madhya Pradesh. The Service Provider / Bidder shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

#### 7.4 CONSIGNEE AND SECURITY OF EQUIPMENTS

Security of all equipments that will be installed by Vendor in the section where the Electronic Document Processing work is under 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 window for all the equipments would be 9:00 A.M. to 06:00 P.M. from Monday to Saturday, excluding National Holidays.

#### 7.6 Penalty Clause

For all the executed work of scanning, cleaning, indexing and internal quality checking for

- Fresh Filed Case Files and Loose Documents
- Pending After-Hearing Files (Complete and partial both)
- Current Disposed Case files
- Disposed Case Files (Complete and partial both)
- Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team
- EDP work / Metadata entry for fresh and pending cases
- Administrative Records
- Library Books, Library Documents and other documents

As mentioned in Subsections of all Processes of Section 3(A) of the Tender, penalty clause shall apply as follows:

Final Quality Checking: If at the time of Final Quality checking of the record which has been scanned, cleaned, indexed and quality checked by the vendor using Electronic Document Processing Software, if it is found that there is a variation in the actual physical file and the scanned image of the case/document or improper indexing then rejection will be marked by the final quality check team of the High Court and a penalty of Rs. 200 per case per rejection shall be levied. If the pointed out rejection has been corrected by Vendor and even after this the same rejection is being repeatedly reported by High Court/District Court user then a penalty of Rs. 300/- in addition to the Rs. 200 per case shall be levied. Corrections should be

made by Vendor on same day failing which a penalty of Rs. 100 per day per rejection shall be levied on the Vendor.

This Penalty Clause shall be applicable for M.P. High Court at Jabalpur and its Benches at Indore and Gwalior and at District and Tehsil Courts.

Vendor shall depute the Team in Shifts (07 A.M. to 02 P.M.) and 02 P.M. to 10 P.M.

For Pending Case files which are to be completely or partially scanned, the work of

7.7

## SECTION - VIII Submission Forms

Note:- All the Forms / Formats given in the Tender document <u>MUST</u> 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.	Vendor Details Form	Form PQ-1	
4.	Bidder Annual turnover Detail Form	Form PQ-2	
5.	Bidder Form	Form PQ-3	
6.	Performance Guarantee Format	Form PQ-4	
7.	Certificates	Form PQ-5	
8.	Details for online tender fees of Rs. 10,000/- (Ten Thousand Only)(Non- refundable)	General	
9.	Details of Online Earnest Money Deposit of Rs.40,00,000/- (Fourty Lakh Only)	General	

#### 8.2 Technical Proposal Submission Form

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

#### 8.3 Online 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 (Table "A" & Table "B")

## Form G-1 Covering Letter

To,

The Registrar General,
High Court of MADHYA PRADESH
Jabalpur.

Respected Sir,

We, the undersigned, offer to provide the Services for the Project for Digitization/Electronic Document Processing of the High Court of MADHYA PRADESH records in accordance with your tender document dated ------. We are hereby submitting our Proposal, which includes this Technical Proposal and an online Financial Proposal.

We are submitting our Proposal independently.

- a) We hereby declare that we have fully read, understood and accepted the entire scope of work and all terms and conditions of this tender document [In case of any deviation or nonconformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations].
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by the Registrar General High Court of Madhya Pradesh, shall be deployed for the project.
- d) We undertake, if our Proposal is accepted, to initiate the Digitization/Electronic Document Processing 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 Madhya Pradesh.
- f) We undertake to setup the Digitization/Electronic Document Processing Centre within High Court with all the required hardware, software and support services within the pilot phase and carry out all scanning, cleaning and quality checking work within High Court of Madhya Pradesh 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 Madhya Pradesh and that such permission shall be granted in very rare cases and at the sole discretion of the Registrar General, High Court of Madhya Pradesh.
- 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 contract**.
- i) Breach of any of the above clauses will entitle High Court of Madhya Pradesh to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- j) We understand and accept High Court of Madhya Pradesh 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)

	certify that I am	of the Company under the law
of	and that	who signed the above tender i
uthorized to bind th	e Company / Bidder by authority o	f its governing body.
ignature:	<del></del>	
ull Name:		
ddress:		

# Form: PQ-1 BIDDERS DETAILS

SI. No.	Description	Indicate also page number where attached
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.	Certification as mentioned on <b>page no. 56</b> of the tender document.	
7.	GST Registration (Please attach)	
8.	Latest GST Return (Please attach)	
9.	Experience Certificates of minimum 5 years in providing Digitization/Electronic Document Processing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies.	
10.	Details of online Bid Security/online Earnest Money Deposit: a) Amount: 40,00,000/- b) Date: c) Reference No.	
11.	Details of online Tender Fees:  a) Amount: 10,000/-  b) Date c) Reference No.	

# Form: PQ-2

# **BIDDER'S ANNUAL TURNOVER**

				(Location
				(Date
rom (Name	& Address of the Sta	tutory Auditor)		
		_ То,		
		_ The Re	gistrar General,	
		_ High Co	ourt of Madhya Prade	sh,
		_ Jabalpı	ur	
Ref.:				
Sir,				
We h	ereby certify that th	e <i>average</i> annual turn	over of M/s	(name o
he bidder) is	not less than <b>Rs. Te</b>	n Crore during the last t	three financial years.	
SI.	Firm	2021-2022	2022-2023	2023-2024
No.	riiii	Amount	Amount	Amount
1				
1				
Note:- The m	inimum average tur	nover of the vendor to	be Rs. 10 Crores.	
ours Sincere	_			
Signature of	Statutory Auditor)			
	Statutory Auditor:			
Name of the	Statutory Auditor Fi	rm:		
Seal:				

### BID FORM -PQ-3

Tender No. : Date:

To,

The Registrar General

High Court of Madhya Pradesh,

Jabalpur (Madhya Pradesh)

### 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/Electronic Document Processing 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 3% 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	2025
Name and Signature	
In the capacity of	
Duly authorized to sign the bid for and on behalf of	
Witness	······
Address	Signature
Witness	

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

1.	In consideration of the Registrar General, High Court of Madhya Pradesh, Jabalpur
	(hereinafter called High Court of Madhya Pradesh, 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 Madhya Pradesh, 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 Madhya Pradesh, 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 Madhya Pradesh 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 Madhya Pradesh 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 undertake to pay to the High Court of Madhya Pradesh 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 Madhya Pradesh under or by virtue of the said Agreement have

for
Dated the day of
Madhya Pradesh in writing.
during its currency except with the previous consent of the Registrar General, High Court of
We (name of the bank) lastly undertake not to revoke this guarantee
Service Provider / Bidder(s)/supplier(s).
This guarantee will not be discharged due to the change in the constitution of the Bank or the
for this provision, have effect of so relieving us.
by any such matter or thing whatsoever which under the law relating to sureties would, but
Registrar General, High Court of Madhya Pradesh to the said Service Provider / Bidder(s) or
part of the Registrar General, High Court of Madhya Pradesh or any indulgence by the
granted to the said Service Provider / Bidder(s) or for any forbearance, act or omission on the
shall not be relieved from our liability by reason of any such variation, or extension being
forbear or enforce any of the terms and conditions relating to the said agreement and we
General, High Court of Madhya Pradesh against the said Service Provider / Bidder(s) and to
postpone for any time or from time to time any of the powers exercisable by the Registrar
extend time of performance by the said Service Provider / Bidder(s) from time to time or to
obligations hereunder to vary any of the terms and conditions of the said Agreement or to
shall have the fullest liberty without our consent and without affecting in any manner our
High Court of Madhya Pradesh that the Registrar General, High Court of Madhya Pradesh
We (name of the bank) further agree with the Registrar General,
the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
writing on or before the expiry of (period as specified in the contract) from
discharges this guarantee. Unless a demand or claim under this guarantee is made on us in
fully or properly carried out by the said Service Provider / Bidder(s) and accordingly
Madhya Pradesh certifies that the terms and conditions of the said Agreement have been

### CERTIFICATES (PQ-5)

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

- 1. We will not <u>LEAK / DISCLOSE</u> 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 <u>TAXES / DUTIES</u> 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 and High Court Database and software.

### **Authorized Signatory**

(Seal of the Company)

### Form T-1

# **Experience of Similar Work**

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

Project name:	Approx. value of the contract (in Rs.):
Country:	Location within Country:
Name of Client(s):	Total No. of person-months of the assignment:
Your firms role on the project :	Approx. value of the services provided by your Bidder under the contract (in current Rs.): Number of person-months provided by your Bidder:
Start date (month/year):	Number of professional person-months provided Bidders:
Completion date (month/year):	
Address and Contact Details of Client: (Please representative who can be contacted for vetting	provide email and mobile number of Client's project details)
Name of Bidders, if any:	
	dinator, Team Leader) involved the Bidder and ar full-time employees of the Bidder or part-
Narrative description of Project in brief:	
Description of actual services provided by the B historical records digitized on the project, if any.	idder in the assignment: Also mention the type of
Disco analogo contrast lattere agreements musi	act completion certificates and other similar papers

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

# Form T- 2 Credentials for Digitization/Electronic Document Processing (ONLY FIVE BEST ELECTRONIC DOCUMENT PROCESSING PROJECTS EXECUTED BY FIRM)

S. No.	Client Name	Project Period in months	Record / Books	Total	Name of the Electronic Document Processing Project	Total Value of Electronic Document Processing 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 Include all the items detailed below:

### 1. Project Management:

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

- a) Your Vision for High Court of Madhya Pradesh Electronic Document Processing
- b) Project Management Plan
- c) Project Team Structure
- d) Project Tasks
- e) Project Deliverables
- f) Project Milestones (Mentioning Start Date and End Date)

### 2. Artefact Electronic Document Processing Methodology:

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

#### a) Artefact preparation.

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

### b) Scanning Methodology.

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

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

# Form T-4 Equipment Proposed to be installed

Hardware proposed to be installed and used at the High Court by the Service Provider, at the time of commencement of the project.

Artefacts	Artefacts Quality	Proposed Equipments / Device(s) for Electronic Document Processing	Key Specifications of Equipment / Device(s)	Reasons for Selection of Equipment / Device(s)
Judicial	Good			
Records	Fair			
Records	Poor			
Othor	Good			
Other	Fair			
papers	Poor			

Vendor has to disclosed that what hardware they will use for scanning MAPs (Black and white, Color), Large Size Landscape papers. The number of maps, books is very less. Less than 1% of total records.

The specifications and features of the equipment proposed to be installed at High Court Electronic Document Processing Centre used for Scanning.

Once the contract is awarded, the High Court of Madhya Pradesh reserves the right that the Service Provider to replace any suggested equipments /devices, with a superior one, if The High Court of Madhya Pradesh 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 Madhya Pradesh and furnishing adequate justification for such a replacement. The Registrar General, High Court of Madhya Pradesh 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-5

# Letter of understanding the prevalent Digitization procedures in M.P.High Court at Jabalpur and its Benches at Indore and Gwalior and Jabalpur District Court and Patan Tehsil Court

In light of Tender condition 2.48.3 after physically observing the local conditions we hereby submit

the details of our learning/ understanding about the prevalent Digitization process of different record type as mentioned in the Tender.
Commercial Team
Management team
Technical Team
Company details

# Form F - 1 Financial Proposal <u>Table-A</u>

S. No.	Type of Record that Is to be Digitized	Specific Record type	Unit Rate (rate per page /image)	Taxes	Amount (Inclusive of Taxes)	Total Amount
Col.1	2	3	4	5	6	7
1	Judicial	Fresh Cases and Loose documents				
		After Hearing Pending Cases or Old/Current Disposed Cases files which are partially scanned (Document Segregation work is required, please note)				
		Insertion/Deletion of pages in existing scanned documents.				
		Except scanning all work for e-filed cases and documents for High Court.				
		Metadata entry for fresh cases and loose document getting filed on day to day basis at filing counter in the software provided by the High Court.				
2	Administrative Record	Administrative records, Books, Library Documents, ILR documents etc with proper indexing.				
3	Administrative / Judicial	Photocopy of all records (including pages, envelopes & other stationaries)				

\*Note:-

The Number of items to be digitized may increase / decrease depending upon requirement of the High Court of M.P. and payment shall be made in same proportionate. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.

### <u>Table-B</u>

S. No.	Activity / Requirement	Rate	GST	Any other tax / duty	Total Amount(Rate + Taxes)	Remarks for the software
1	2	3	4	5	6=(3+4+5)	7
1	Speech-to-Text Software to be integrated with ERP Software.					
2	Language translation Software (English to Hindi or Hindi to English or Phonetic Translation) to be integrated with ERP Software.					
3	Setup of Hardware Security Module (HSM) used for key generation, encryption, decryption, and digital signature creation in the Cloud Environmental of High Court of Madhya Pradesh. (Price per signature, AADHAAR OR KYC BASED) (Minimum-10,000 Signature per month)					

### Note:-

- 1. The selection of bidder will be on the basis of total output of "Table-A" and "Table-B" along with QCBS marking (The evaluation of bid will be on QCBS Pattern (Quality Cost Based Selection) (The Bidder with the highest Composite Score(S) would be awarded the contract).
- 2. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.

#### SECTION - IX

# <u>User Acceptance Test/Acceptance Test Schedule/Site Acceptance test /</u> Pilot Phase Testing

**Aim:** High Court of Madhya Pradesh intends to execute the Digitization/Electronic Document Processing project for judicial records pertaining to High Court.

**Scope:** Digitization/Electronic Document Processing Project of High Court long back and there is 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 may exist because the cases which were scanned as Fresh may now be falling under the criterion of current disposed cases and now needs to be checked again.

Hence, Process oriented approach is to be followed for current Digitization/Electronic Document Processing project. The detailed processes are mentioned in **Section-III** (A) and (B) of the Tender document and Vendor have to implement the Project based on these processes. Both Technical evaluation and Financial Evaluation are to be done on the basis of process based criterion. Also, for Scanning, cleaning and quality checking work for the Digitization/Electronic Document Processing Project, since all computer and network hardware is to be provided by Vendor for project, the specifications of the deploy hardware has importance. The ultimate aim of the project is that Vendor should scan the correct record and the scanned record should be as good as good replica of the original records.

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/Electronic Document Processing center. This shall also be evaluated on the basis of information as furnished by successful Vendor in Form T4. Further the deployed hardware shall be tested by a team of official deputed by Registrar General in light of proposed Electronic Document Processing work.
- 2. **Digitization Software/Electronic Document Processing Software/DMS:** DMS shall of High Court's its own. Through this Vendor has to execute all the relevant Electronic Document Processing process like scanning, cleaning and quality checking at their part.
- 3. Digitization/Electronic Document Processing Project implementation and execution: following shall be tested by the team deputed by Registrar General:
  - The functionality of the hardware and software (in relation to the deployed hardware)
     shall be tested
  - The sufficient competent manpower has been deputed or not by the Vendor shall be tested.
  - Technical Specification of the generated Digitized(Scanned and cleaned) image shall be tested
  - Digitized data is being uploaded in **Digitization Software/Electronic Document Processing Software/DMS in** an effective or not. Once the images are uploaded in the server/DMS, after quality checking it may be treated as accepted.
  - Clearing of marked rejections in a correct way and in correct time

# **SECTION - X**

### Annexure X1

# <u>List of locations were the Digitization Software/Electronic Document Processing Software/DMS</u> <u>Electronic Document Processing project to be executed</u>

S. NO.	NAME OF DISTRICT	NAME OF COURT COMPLEXES	ТҮРЕ
1	JABALPUR	PRINCIPAL SEAT JABALPUR	HIGH COURT
2	INDORE	BENCH AT INDORE	HIGH COURT
3	GWALIOR	BENCH AT GWALIOR	HIGH COURT

# **SECTION - X**

# Annexure X2

# <u>List of District and Tehsil Court locations were the Digitization Software/Electronic Document</u> <u>Processing Software/DMS Electronic Document Processing project may be executed</u>

S. NO.	NAME OF DISTRICT NAME OF COURT COMPLEXES		ТҮРЕ
1	AGAR-MALWA	DISTRICT & SESSIONS COURT, AGAR-MALWA	DISTRICT
2	AGAR-MALWA	SUSNER	TEHSIL
3	AGAR-MALWA	NALKHEDA	TEHSIL
4	ALIRAJPUR	DISTRICT & SESSIONS COURT, ALIRAJPUR	DISTRICT
5	ALIRAJPUR	JOBAT	TEHSIL
6	ANUPPUR	DISTRICT & SESSIONS COURT, ANUPPUR	DISTRICT
7	ANUPPUR	KOTMA	TEHSIL
8	ANUPPUR	RAJENDRAGRAM	TEHSIL
9	ASHOKNAGAR	DISTRICT & SESSIONS COURT, ASHOKNAGAR	DISTRICT
10	ASHOKNAGAR	MUNGAOLI	TEHSIL
11	ASHOKNAGAR	CHANDERI	TEHSIL
12	ASHOKNAGAR	CIVIL COURT, ESAGRAH (LINK)	LINK TEHSIL
13	BALAGHAT	DISTRICT & SESSIONS COURT BALAGHAT	DISTRICT
14	BALAGHAT	BAIHAR	TEHSIL
15	BALAGHAT	KATANGI	TEHSIL
16	BALAGHAT	WARASEONI	TEHSIL
17	BALAGHAT	CIVIL COURT COMPLEX, LANJI	TEHSIL
18	BARWANI	DISTRICT & SESSIONS COURT ,BARWANI	DISTRICT
19	BARWANI	ANJAD	TEHSIL
20	BARWANI	KHETIYA	TEHSIL
21	BARWANI	RAJPUR	TEHSIL
22	BARWANI	SENDHWA	TEHSIL
23	BETUL	DISTRICT & SESSIONS COURT BETUL	DISTRICT
24	BETUL	BHAINSDEHI	TEHSIL
25	BETUL	MULTAI	TEHSIL
26	BETUL	AAMLA	TEHSIL
27	BHIND	DISTRICT & SESSIONS COURT BHIND	DISTRICT
28	BHIND	LAHAR	TEHSIL
29	BHIND	MEHGAON	TEHSIL
30	BHIND	GOHAD	TEHSIL
31	BHOPAL	DISTRICT & SESSIONS COURT BHOPAL	DISTRICT
32	BHOPAL	BARASIA	TEHSIL
33	BURHANPUR	DISTRICT & SESSIONS COURT BURHANPUR	DISTRICT
34	BURHANPUR	CIVIL COURT ,NEPANAGAR	TEHSIL
35	CHHATARPUR	DISTRICT & SESSIONS COURT CHHATARPUR	DISTRICT
36	CHHATARPUR	BADAMALHARA	TEHSIL

37	CHHATARPUR	BIJAWAR	TEHSIL
38	CHHATARPUR	LAUNDI	TEHSIL
39	CHHATARPUR	NOWGONG	TEHSIL
40	CHHATARPUR	RAJNAGAR	TEHSIL
41	CHHATARPUR	COURT COMPLEX BUXWAHA (LINK)	LINK TEHSIL
42	CHHINDWARA	DISTRICT & SESSIONS COURT CHHINDWARA	DISTRICT
43	CHHINDWARA	AMARWARA	TEHSIL
44	CHHINDWARA	CHURAI	TEHSIL
45	CHHINDWARA	JUNARDEO	TEHSIL
46	CHHINDWARA	PANDURNA	TEHSIL
47	CHHINDWARA	PARASIYA	TEHSIL
48	CHHINDWARA	SAUSAR	TEHSIL
49	CHHINDWARA	CIVIL COURT, HARRAI	TEHSIL
50	CHHINDWARA	CIVIL COURT, TAMIA	TEHSIL
51	DAMOH	DISTRICT & SESSIONS COURT DAMOH	DISTRICT
52	DAMOH	CIVIL COURT, HATTA DISTRICT DAMOH	TEHSIL
53	DAMOH	CIVIL COURT, PATHARIA DISTRICT DAMOH	TEHSIL
54	DAMOH	CIVIL COURT TENDUKHEDA, DISTRICT DAMOH	TEHSIL
55	DATIA	DISTRICT & SESSIONS COURT DATIA	DISTRICT
56	DATIA	CIVIL COURT, BHANDER DISTRICT DATIA	TEHSIL
57	DATIA	CIVIL COURT,SEONDHA DISTRICT DATIA	TEHSIL
58	DEWAS	DISTRICT & SESSIONS COURT DEWAS	DISTRICT
59	DEWAS	CIVIL COURT,BAGLI	TEHSIL
60	DEWAS	CIVIL COURT,KANNOD	TEHSIL
61	DEWAS	CIVIL COURT,KHATEGAON	TEHSIL
62	DEWAS	CIVIL COURT,SONKATCH	TEHSIL
63	DEWAS	CIVIL COURT,TONKHURD	TEHSIL
64	DHAR	DISTRICT & SESSIONS COURT, DHAR	DISTRICT
65	DHAR	CIVIL COURT ,BADNAWAR	TEHSIL
66	DHAR	CIVIL COURT ,DHARAMPURI	TEHSIL
67	DHAR	CIVIL COURT ,KUKSHI	TEHSIL
68	DHAR	CIVIL COURT, MANAWAR	TEHSIL
69	DHAR	CIVIL COURT, SARDARPUR	TEHSIL
70	DINDORI	DISTRICT & SESSIONS COURT, DINDORI	DISTRICT
71	DINDORI	CIVIL COURT COMPLEX, SHAHPURA	TEHSIL
72	GUNA	DISTRICT & SESSIONS COURT GUNA	DISTRICT
73	GUNA	AARON	TEHSIL
74	GUNA	CHACHODA	TEHSIL
75	GUNA	RAGHOGARH	TEHSIL
76	GWALIOR	DISTRICT & SESSIONS COURT GWALIOR	DISTRICT
77	GWALIOR	BHITARWAR	TEHSIL
78	GWALIOR	DABRA	TEHSIL
79	HARDA	DISTRICT & SESSIONS COURT, HARDA	DISTRICT
80	HARDA	CIVIL COURT KHIRKIYA	TEHSIL

81	HARDA	CIVIL COURT TIMARNI	TEHSIL
82	HOSHANGABAD	DISTRICT & SESSIONS COURT HOSHANGABAD	DISTRICT
83	HOSHANGABAD	CIVIL COURT, ITARSI	TEHSIL
84	HOSHANGABAD	CIVIL COURT, PIPARIYA	TEHSIL
85	HOSHANGABAD	CIVIL COURT, SEONI MALWA	TEHSIL
86	HOSHANGABAD	CIVIL COURT, SOHAGPUR	TEHSIL
87	HOSHANGABAD	PACHMADHI (LINK)	LINK TEHSIL
88	INDORE	DISTRICT & SESSIONS COURT, INDORE	DISTRICT
89	INDORE	DEPALPUR	TEHSIL
90	INDORE	HATOD	TEHSIL
91	INDORE	MHOW	TEHSIL
92	INDORE	SANWER	TEHSIL
93	JABALPUR	DISTRICT & SESSIONS COURT, JABALPUR	DISTRICT
94	JABALPUR	PATAN	TEHSIL
95	JABALPUR	SIHORA	TEHSIL
96	JABALPUR	CIVIL COURT BARGI	NEW TEHSIL
97	JHABUA	DISTRICT & SESSIONS COURT JHABUA	DISTRICT
98	JHABUA	PETLAWAD	TEHSIL
99	JHABUA	THANDLA	TEHSIL
100	KATNI	DISTRICT & SESSIONS COURT KATNI	DISTRICT
101	KATNI	VIJAYRAGHAVGARH	TEHSIL
102	KATNI	DHIMARKHEDA	TEHSIL
103	KATNI	BARHI	TEHSIL
104	KHANDWA	DISTRICT & SESSIONS COURT KHANDWA	DISTRICT
105	KHANDWA	HARSUD	TEHSIL
106	KHANDWA	CIVIL COURT PUNASA	TEHSIL
107	KHANDWA	CIVIL COURT MANDHATA (LINK)	LINK TEHSIL
108	MANDLA	DISTRICT & SESSIONS COURT MANDLA	DISTRICT
109	MANDLA	NAINPUR	TEHSIL
110	MANDLA	NIWAS	TEHSIL
111	MANDLA	ВНИАВІСННІҮА	TEHSIL
112	MANDLESHWAR	DISTRICT & SESSIONS COURT MANDLESHWAR	DISTRICT
113	MANDLESHWAR	KHARGONE	TEHSIL
114	MANDLESHWAR	SANAWAD	TEHSIL
115	MANDLESHWAR	BARWAHA	TEHSIL
116	MANDLESHWAR	BHIKANGAON	TEHSIL
117	MANDLESHWAR	KASRAWAD	TEHSIL
118	MANDLESHWAR	MAHESHWAR	TEHSIL
119	MANDSAUR	DISTRICT & SESSIONS COURT MANDSAUR	DISTRICT
120	MANDSAUR	BHANPURA	TEHSIL
121	MANDSAUR	GAROTH	TEHSIL
122	MANDSAUR	NARAYANGARH	TEHSIL
123	MANDSAUR	SITAMAU	TEHSIL
124	MORENA	DISTRICT & SESSIONS COURT MORENA	DISTRICT

125	MORENA	АМВАН	TEHSIL
126	MORENA	JORA	TEHSIL
127	MORENA	SABALGARH	TEHSIL
128	NARSINGHPUR	DISTRICT & SESSIONS COURT NARSINGHPUR	DISTRICT
129	NARSINGHPUR	GADARWARA	TEHSIL
130	NARSINGHPUR	CIVIL COURT TENDUKHEDA	TEHSIL
131	NARSINGHPUR	CIVIL COURT GOTEGAON	TEHSIL
132	NEEMUCH	JAWAD	TEHSIL
133	NEEMUCH	MANASA	TEHSIL
134	NEEMUCH	DISTRICT & SESSIONS COURT, NEEMUCH	DISTRICT
135	NEEMUCH	CIVIL COURT ,RAMPURA (LINK)	LINK TEHSIL
136	PANNA	DISTRICT & SESSIONS COURT PANNA	DISTRICT
137	PANNA	CIVIL COURT, AJAYGARH	TEHSIL
138	PANNA	CIVIL COURT, PAWAI	TEHSIL
139	RAISEN	DISTRICT & SESSIONS COURT ,RAISEN	DISTRICT
140	RAISEN	CIVIL COURT,BARELI	TEHSIL
141	RAISEN	CIVIL COURT ,BEGUMGANJ	TEHSIL
142	RAISEN	CIVIL COURT, GAIRATGANJ	TEHSIL
143	RAISEN	CIVIL COURT, GOHARGANJ	TEHSIL
144	RAISEN	CIVIL COURT,SILWANI	TEHSIL
145	RAISEN	CIVIL COURT ,UDAIPURA	TEHSIL
146	RAJGARH	DISTRICT & SESSIONS COURT RAJGARH	DISTRICT
147	RAJGARH	CIVIL COURT, BIAORA	TEHSIL
148	RAJGARH	CIVIL COURT, KHILCHIPUR	TEHSIL
149	RAJGARH	CIVIL COURT, NARSINGHGARH	TEHSIL
150	RAJGARH	CIVIL COURT, ZIRAPUR	TEHSIL
151	RAJGARH	CIVIL COURT, SARANGPUR	TEHSIL
152	RATLAM	CIVIL COURT, ALOTE	TEHSIL
153	RATLAM	CIVIL COURT, JAORA	TEHSIL
154	RATLAM	CIVIL COURT, SAILANA	TEHSIL
155	RATLAM	DISTRICT & SESSIONS COURT, RATLAM	DISTRICT
156	REWA	DISTRICT & SESSIONS COURT REWA	DISTRICT
157	REWA	CIVIL COURT, MAUGANJ	TEHSIL
158	REWA	CIVIL COURT, SIRMOUR	TEHSIL
159	REWA	CIVIL COURT, TEONTHER	TEHSIL
160	REWA	HANUMANA	TEHSIL
161	REWA	LINK COURT MANGAWAN (LINK)	LINK TEHSIL
162	SAGAR	DISTRICT & SESSIONS COURT SAGAR	DISTRICT
163	SAGAR	BANDA	TEHSIL
164	SAGAR	BINA	TEHSIL
165	SAGAR	DEORI	TEHSIL
166	SAGAR	KHURAI	TEHSIL
167	SAGAR	REHLI	TEHSIL
168	SAGAR	GARHAKOTA	TEHSIL

169	SAGAR	LINK COURT MALTHONE (LINK)	LINK TEHSIL
170	SAGAR	LINK COURT SHAHGARH (LINK)	LINK TEHSIL
171	SAGAR	LINK COURT KESLI (LINK)	LINK TEHSIL
172	SATNA	DISTRICT & SESSIONS COURT SATNA	DISTRICT
173	SATNA	AMARPATAN	TEHSIL
174	SATNA	MAIHAR	TEHSIL
175	SATNA	NAGOD	TEHSIL
176	SATNA	RAMPUR BAGHELA	TEHSIL
177	SATNA	UNCHEHRA	TEHSIL
178	SATNA	CHITRAKOOT	TEHSIL
179	SEHORE	DISTRICT & SESSIONS COURT, SEHORE	DISTRICT
180	SEHORE	ASHTA	TEHSIL
181	SEHORE	BUDHNI	TEHSIL
182	SEHORE	ICHHAWAR	TEHSIL
183	SEHORE	NASRULLAGANJ	TEHSIL
184	SEONI	DISTRICT & SESSIONS COURT SEONI	DISTRICT
185	SEONI	LAKHNADON	TEHSIL
186	SEONI	CIVIL COURT, GHANSAUR	TEHSIL
187	SHAHDOL	DISTRICT & SESSIONS COURT SHAHDOL	DISTRICT
188	SHAHDOL	CIVIL COURT ,BEOHARI BEOHARI	TEHSIL
189	SHAHDOL	CIVIL COURT ,BURHAR	TEHSIL
190	SHAHDOL	CIVIL COURT ,JAISINGHNAGAR	TEHSIL
191	SHAHDOL	CIVIL COURT ,JAITPUR (LINK)	LINK TEHSIL
192	SHAJAPUR	DISTRICT & SESSIONS COURT SHAJAPUR	DISTRICT
193	SHAJAPUR	AGAR	TEHSIL
194	SHAJAPUR	NALKHEDA (LINK)	LINK TEHSIL
195	SHAJAPUR	SHUJALPUR	TEHSIL
196	SHAJAPUR	SUSNER	TEHSIL
197	SHEOPUR	DISTRICT & SESSIONS COURT SHEOPUR	DISTRICT
198	SHEOPUR	VIJAYPUR	TEHSIL
199	SHIVPURI	DISTRICT & SESSIONS COURT SHIVPURI	DISTRICT
200	SHIVPURI	KARERA	TEHSIL
201	SHIVPURI	KOLARAS	TEHSIL
202	SHIVPURI	PICHHORE	TEHSIL
203	SHIVPURI	POHARI	TEHSIL
204	SHIVPURI	CIVIL COURT, KHANIADHANA	TEHSIL
205	SIDHI	DISTRICT & SESSIONS COURT SIDHI	DISTRICT
206	SIDHI	CIVIL COURT, CHURHAT	TEHSIL
207	SIDHI	CIVIL COURT RAMPUR NAIKIN	TEHSIL
208	SIDHI	CIVIL COURT, MAJHOULI	TEHSIL
209	SINGRAULI	DISTRICT & SESSIONS COURT SINGRAULI	DISTRICT
210	SINGRAULI	DEOSAR	TEHSIL
211	TIKAMGARH	DISTRICT & SESSIONS COURT TIKAMGARH	DISTRICT
212	TIKAMGARH	CIVIL COURT, JATARA	TEHSIL

213	TIKAMGARH	CIVIL COURT,NIWARI	TEHSIL
214	TIKAMGARH	CIVIL COURT,ORCHHA	TEHSIL
215	UJJAIN	DISTRICT & SESSIONS COURT UJJAIN	DISTRICT
216	UJJAIN	BADNAGAR	TEHSIL
217	UJJAIN	KHACHRAUD	TEHSIL
218	UJJAIN	MAHIDPUR	TEHSIL
219	UJJAIN	NAGDA	TEHSIL
220	UJJAIN	TARANA	TEHSIL
221	UMARIA	DISTRICT & SESSIONS COURT UMARIA	DISTRICT
222	UMARIA	BIRSINGHPUR-PALI	TEHSIL
223	UMARIA	MANPUR	TEHSIL
224	VIDISHA	DISTRICT & SESSIONS COURT VIDISHA	DISTRICT
225	VIDISHA	KURWAI	TEHSIL + 1LINK
226	VIDISHA	BASODA	TEHSIL
227	VIDISHA	LATERI	TEHSIL
228	VIDISHA	SIRONJ	TEHSIL

# <u>SECTION - XI</u> <u>ANNEXURE XI-A</u>

	ANNEXURE XI-A			
Sn	Type of Record	Specific Record type	M.P.High Court	District & Tehsil Court
1	Judicial	Fresh Cases and Loose documents	15-20 crore	
		After Hearing Pending Cases files which are to be partially scanned		
		After Hearing Pending Cases files which are to be completely scanned		
		Current Disposed Cases which are to be completely scanned Current Disposed Cases		
		which are to be partially scanned		
		Old Disposed Cases which are to be completely scanned		
		Old Disposed Cases which are to be partially scanned		
		Old Scanned Disposed Cases which are under elimination criterion and some errors have been pointed out by High Court Quality checking team in old scanning or QC team has pointed out some new pages are to be get scanned as per record elimination rule. Vendor needs to do the deletion of incorrect page(s) or to do insertion of	Tentatively 60000 Cases (30 Lakh Pages)	
		new page(s) of the pages in old cleaned TIFF file. Vendor needs to put the corrected file on Server.		
		EDP work for e-filed cases and documents for High Court. EDP work for the received TIFF or PDF files and or videos from other pillars for High Court.	~800 Cases per day filing, 2400 Loose documents per day filing	
_		Metadata entry for fresh cases and loose document	Out of ~800 Cases per day filing, 2400	

		getting filed on day to day basis. Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details		
		Metadata entry for fresh cases and loose document getting filed on day to day basis. Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused(5) details, conviction details and earlier court details	per day filing, 2400 Loose documents	
		Metadata entry for Pending and Disposed Case ( if required) . Entry of petitioner and respondent advocates (<=10) and petitioner and respondent parties (<=10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Need basis	
		Metadata entry for Pending and Disposed Case (if required). Entry of petitioner and respondent advocates (>10) and petitioner and respondent parties (>10) and entry of conviction. Entry of Accused (>5) details, conviction details and earlier court details	Need basis	
2	Administrative Record	Administrative records	2 Crore Pages	
3	Others	Library Books, Library Documents and other document (ILR, etc)	50 Lakhs	

# **ANNEXURE XI-B**

# <u>List of Indexing Parameter for M.P.High Court at Jabalpur and its benches at Indore and Gwalior</u>

S.No.	Document Type
1	MEMO OF APPEARANCE
2	REPLY
3	REJOINDER
4	DEFICIT COURT FEE
5	RETURN
6	CROSS OBJECTION
7	PROCESS APPLICATION
8	INTERLOCUTARY APPLICATION
9	GRANT OF IR
10	VACATING STAY
11	URGENT HEARING APPLN.
12	LEGAL HEIRS TO BE BROUGHT ON RECORD
13	INTERVENTION APPLN.
14	ADDING/DELETING PARTIES
15	AMENDMENT IN RECORD
16	TEMPORARY INJUCTION
17	EXEMPTION FROM PERSONAL APPEARANCE
18	EX. SECURITY AMOUNT
19	ENGAGE ANOTHER COUNCIL
20	DOCUMENT TAKEN ON RECORD
21	AD-INTERIM WRIT
22	WITHDRAWAL OF PETITION
23	EXEMPTION FROM CC
24	XTRA
25	APPOINT P.LIQUIDATOR
26	GRANT OF INJUNCTION
27	U/S 552 FOR WIND UP
28	STAY APPLICATION
29	CONDONATION OF DELAY
30	SUBS. OF L.R. s
31	SET ASIDE ABATEMENT
32	COMPROMISE R.3 O.23
33	DISPENSING SERVICE
34	INTERIM RELIEF
35	GRANT OF BAIL
36	BAIL CANCELLATION

37	COMPOUNDING OFFENCE
38	AD-INTERIM BAIL
39	ANTICIPATORY BAIL
40	SUSPENSION OF SENTENCE U/S 430 BNSS/389 Cr.P.C./GRANT OF BAIL
41	LIMITATION U/S 5
42	INTERIM ORDER
43	APPLICATION U/O 39 RULE 1 AND 2
44	APPLICATION U/O 41 RULE 5
45	SUSPENSION OF SENTENCE EXCEPT U/S 389
46	EXTENSION OF TIME
47	EXEMPTION FROM NON APPEARANCE
48	CONDONATION OF NON APPEARANCE
49	CHANGE IN COUNSEL
50	SUSPENSION OF SENTENCE IN CASES U/S 438 BNSS/397 Cr.P.C. /GRANT OF BAIL
51	REJOINDER
52	APPLICATION FOR FINAL HEARING AT MOTION STAGE
53	APPLICATION FOR URGENT HEARING AND URGENT RELIEF DURING VACATION
54	APPLICATION FOR SHORT QUESTION ARGUMENTS NOT EXCEEDING 30 MINUTES
55	RECALL OF ORDER OF NON-BAILABLE WARRANT
56	RECALL OF ORDER OF BAILABLE WARRANT
57	Temporary suspension of sentence
58	Office Liquidator Report
59	Application seeking grant of leave to appeal under section 378(3) of The Code of Criminal Procedure 1973
60	Application seeking grant of leave to appeal under section 378(4) of The Code of Criminal Procedure 1973
61	An application for recall / modification / clarification of an order/judgment
62	An application for recall of an order
63	An application for recall of an judgment
64	An application for clarification of an order
65	An application for clarification of an judgment
66	An application for modification of an order
67	An application for modification of an judgment
68	ADDING PARTIES
69	DELETING PARTIES
70	DOCUMENTS
71	OTHER
72	AFFIDAVIT
73	VAKALATNAMA
74	MEMO OF APPEAL
75	IMPUGNED ORDER

76	MEMO OF PETITION
77	ANNEXURE
78	e-filing document
79	PUD
80	CAVEAT
81	ARBITRATION CASE
82	APPLICATION UNDER SECTION 378 OF CRPC
83	PETITION UNDER SECTION 482 OF CRPCC
84	APPLICATION FOR GRANT OF LEAVE TO APPEAL
85	APPLICATION FOR RESTORATION
86	MENTION MEMO
87	UNDERTAKING
88	LOWER COURT RECORD
89	DECREE
90	LIMITED PHYSICAL HEARING
91	COURT FEES
92	NOTESHEET
93	MEMORANDUM
94	SERVICE REPORT
95	EMAIL COPY
96	DEPOSIT OF COST FEES
97	PAPER BOOK

Note:- Indexing parameters may increase/decrease as per the requirement of the High Court at M.P. Principle Seat Jabalpur and its Benches at Indore and Gwalior.

# **ANNEXURE XI-C**

# <u>List of Indexing Parameter for District and Tehsil Courts in M.P.</u>

S.No.	Document Type Details
1	WRITTEN ARGUMENT
2	RECEIPT
3	LAND REVENUE APPLICATION & REPLY
4	EXAMINATION OF ACCUSED
5	TRIAL PROGRAM
6	TITLE PAGE B
7	POLICE STATEMENT
8	CERTIFICATE OF 428
9	ORDER SHEET
10	PROPERTY MEMO
11	JUDGEMENT
12	DECREE
13	ORDER
14	TITLE PAGE A
15	SPOT MAP-PATVARI MAP
16	MEMORANDUM
17	MEDIATION DOCUMENT
18	AGREEMENT
19	FIR-DEHATI NALSHI-MARG INTIMATION
20	EXEUCTION APPLICATION-REPLY LIST OF PROPERTY
21	ARREST MEMO-SUPURDIGI MEMO-INDENTIFICATION MEMO-SEIZURE MEMO-SEARCH
	MEMO-MEMO-WEIGHT-MEASURE MEMO
22	CRIMINAL RECORD
23	STATEMENTS U-S 164 CRPC
24	BAIL BOUND-UNDERTAKING
25	MEDICAL REPORT-X-RAY REPORT-PM REPORT-AGE DETERMATION REPORT
26	CHARGE-PARTICULARS OF OFFENCE
27	JAIL SENTENCE WARRANT
28	DISCHARGE ORDER
29	BAIL APPLICATION U-S 437-438 & 439 CRPC
30	WRITTEN STATEMENT-COUNTER CLAIM-SET OFF
31	APPLICATION U-O 39 RULE 1 AND 2,3,4,CPC &THEIR REPLY
32	COURT FEE-STAMPS
33	LOCAL INSPECTION REPORT-COMMISSION REPORT-DEMARCATION REPORT
34	ISSUES POINTS FOR DETERMINATION
35	REPLY CLAIM PETITION
36	ARBITRATION APPLICATION-REPLY
37	APPEAL MEMO-CROSS APPEAL MEMO-REPLY
38	REVISION APPLICATION
39	AWARD
40	EXHIBITED DOCUMENT
41	ORDER PASSED UNDER HINDU MARRIAGE ACT

42	APPLICATION U-O 41 RULE 27 CPC & THEIR REPLY
43	APPLICATION-REPLY U-S 125-125(3)127 CRPC
44	CAST CERTIFIATE-BIRTH CERTERTIFICATE-DEATH CERTERTIFICATE-MARKSHEET
45	PHOTOGRAPHS
46	APPLICATION-REPLY UNDER SUCCESSION ACT
47	PROCESS FEES TALWANA - ACKNOWLEDGEMENT
48	COURT CORRESPONDENCE
49	ORDER PASS UNDER DOMESTIC VIOLANCE ACT
50	ADVOCATE MEMO-MEMO OF APPEARANCE-VAKALATNAMA-AUTHORITY LATTER-BRIEF
51	CLAIM PETITION
52	AFFIDAVIT
53	TALWANA
54	REGISTARED ADDRESS
55	RETENTION MEMO
56	LIST OF DOCUMENTS
57	COMMITTAL ORDER
58	FINAL REPORT-CHALLAN-COMPLAINT-POR
59	SPECIMEN-SIGNATURE FINGERPRINT
60	EXPERT REPORT-FSL REPORT-HANDWRITING AND FINGERPRINT REPORT-DNA REPORT-VEHICLE EXAMINATION-ARMS
61	EVIDENCE IN COURT PRELIMINARY STATEMENT
62	VARIOUS APPLICATON AND THEIR REPLY
63	PERMISSION FOR PROSECUTION
64	APPLICATION-REPLY UNDER DOMESTIC VIOLENCE ACT-PROTECTION OFFICER REPORT
65	ORDER PASSED U/S 125,125(3), 127 CRPC
66	ORDER PASSED UNDER SUCCESSION ACT, SUCCESSION CERTIFICATE
67	SUMMONS-WARRANT-NOTICE
68	POLICE REMAND-JUDICIAL REMAND
69	TITLE PAGE A-1
70	TITLE PAGE C-1
71	TITLE PAGE C-2
72	TITLE PAGE D
73	Other
74	APPLICATION UNDER HINDU MARRIAGE ACT and THEIR REPLY
75	COMPUTER FORM
76	LIST OF EVIDENCE / WITNESS
77	APPLICATION UNDER SECTION 5 OF LIMITATION ACT
78	PROPERTY SEIZURE MEMO
79	APPLICATION UNDER SECTION 169 AND READ WITH SECTION 151 CPC
80	PAYMENT OF AWARD FOR SECTION 169 MOTOR VEHICLE ACT
81	APPLICATION UNDER SECTION 169 MOTOR VEHICLE ACT
82	APPLICATION UNDER ORDER 9 RULE 9 READ WITH SECTION 151 CPC
83	APPLICATION UNDER ORDER 32 RULE 3 CPC
84	APPLICATION UNDER ORDER 41 RULE 5 CPC READ WITH SECTION 151 CPC
85	APPLICATION UNDER SECTION 44 CPC
00	All Flickthold Ordert Section 44 Cr C

87	ROJNAMCHA DETAILS
88	LIQUOR TEST REPORT
89	APPLICATION UNDER SECTION 138 OF NEGOTIABLE INSTRUMENTS ACT
90	APPLICATION UNDER SECTION 135, 135(1), 135(2) OF ELECTRICITY ACT 2003
91	APPLICATION UNDER SECTION 138 OF ELECTRICITY ACT 2003
92	APPLICATION UNDER SECTION 156(3) Cr.P.C.
93	REGISTRY DOCUMENT
94	SECTION 65B CERTIFICATE
95	APPLICATION UNDER SECTION 389 CRPC
96	Application for non appearance of accused u/s 317 Cr.P.C.
97	PLAINT
98	POLICE CHALLAN
99	INSURANCE POLICY / VEHICLE REGISTRATION CERTIFICATE / DRIVING LICENSE / AADHAAR
	CARD/VOTER CARD

Note:- Indexing parameters may be increase/decrease as per the requirement of District & Session Courts.

#### **ANNEXURE "G1"**

### e-Sign Solution

- 1. Jabalpur High Court is using in house developed application for internal and external users. Department is looking for E-sign solution User based with organization based KYC to automate the entire application so that there is no manual signature required.
- 2. Solution should integrate with application so that all documents which are moving in application can be digitally signed within the application without any manual effort
- 3. Bidder should supply, install, test, commission, and support for eSign solution for Jabalpur High Court.
- 4. The solution shall comply with existing and future Information Security Guidelines for Digital Signature Certificates and Adherence to Controller of Certifying Authorities Guidelines, Govt. of India.
- 5. OEM should be a licensed CA from past 10 years and ESP from CCA, Govt of India.
- 6. System should support digitally signing module in web as well as mobile application by using the eSign Services.
- 7. eSign Should LTV (Long Term Validity) enabled Certificate.
- 8. eSign should support Govt/Organization KYC based signing and Aadhar based signing.
- 9. The OEM should be web trust certified.
- 10. The digital signature solution shall be compatible with all browsers like Microsoft internet explorer, Mozilla Firefox, Google chrome etc. It should be compatible with all versions of windows 7 and above.
- 11. Solution should allow placing the signature in the specified position in the document.
- 12. System should provide the audit reports for signatures incorporated.
- 13. Supply updates and necessary patches of all the software licenses supplied as part of this tender during the entire contract period.
- 14. The OEM should have implemented similar solution in 1 govt. organization
- 15. The OEM should be SOC 2 compliance.
- 16. The bidder/OEM should have ISO 20000, 27001, 9001, 27018 certifications.
- 17. OEM should have CMMI Level 5 Certification.
- 18. This contract would be valid for three year from the date of award of contract.

### **Server Side Signing**

- 1. The HSM must be FIPS 140-2 Level 3 or FIPS 140-3 Level 3 certified and Common Criteria EAL4+. It must support Class-II & Class-III DSC (Digital Signature Certificate) issued by Indian CAs with approved cryptographies by CCA.
- 2. The HSM should provide high-performance cryptographic processing for at least 500 RSA-2048 sign/se
- 3. The HSM must support asymmetric key algorithms (RSA 1024-4096 bits, DSA, ECDSA, ECC), symmetric key algorithms (AES, Triple DES), and hash algorithms (HMAC, SHA-2 512) with no separate licensing fees for algorithms.
- 4. The HSM must support secure onboard key generation, signing inside the HSM, and key storage within the crypto memory inside the FIPS boundary. It must allow real-time key synchronization between HSMs.
- 5. The HSM must be scalable to support high signature rates and be deployable in cluster mode for load balancing and redundancy.
- 6. The HSM should support PKCS#11, CAPI, OpenSSL, JCE/JCA, and provide REST-based APIs for encryption, decryption, and digital signing.
- 7. The HSM must be rack-mountable, and rack mount kits and required accessories must be supplied. It must also support dual/redundant power supplies and secure tamper-resistant, tamper-evident mechanisms.
- 8. The solution must be a network-based (TCP/IP) appliance, capable of working in a cluster configuration for high availability and redundancy.
- 9. The HSM should support multi-factor authentication (MFA) for both remote and local access, ensuring strong access control policies.
- 10. Should support remote access technology with encrypted connection to maintain security in all configuration and remote key loading processes.
- 11. The HSM must support audit logging, SIEM integration, and compliance reporting to track cryptographic operations and system integrity.
- 12. Software should support server side signing without dependencies on USB dongles
- 13. Software should support bulk signing of data/documents
- 14. Software should have the capabilities to map the DSC user profile with respective certificate
- 15. Server Side signing API should be integrated with departmental application.
- 16. The software solution provider should have CMMI Level 5 Certification and should be SOC 2 compliance.
- 17. The software Solution provider should be a licensed CA from past 10 years and ESP from CCA, Govt of India.