

**HIGH COURT OF MADHYA PRADESH JABALPUR**

No. Registrar (IT-CSA)/2025/26

Jabalpur, Dated:- **25.02.2025**



**TENDER FOR DEVELOPMENT OF  
E-VICHARAN SOFTWARE FOR DISTRICT COURTS OF  
MADHYA PRADESH**

This document contains total 29 pages.

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**HIGH COURT OF MADHYA PRADESH JABALPUR**

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**1. Schedule of Tender:-**

Tender for Development of E-Vicharan Software for District Courts of Madhya Pradesh. Sealed tenders are invited from the reputed organization / firms etc. for Development of E-Vicharan Software for District Courts of Madhya Pradesh with "Part A" as Technical Bids and "Part B" as Financial Bids. The details are as follows:-

Estimated project cost	:	Rs.1,00,00,000/- (Rupees One Crore Only)
Online EMD (In Rupees)	:	Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)
Cost of online Tender Document (in Rs.)	:	Rs.10,000/- (Rupees Ten Thousand Only)
Date of Pre-Bid meeting	:	04 <sup>th</sup> March, 2025 at 11:30 A.M. in the Conference Hall, South Block of the High Court of Madhya Pradesh, Jabalpur. Note:- The vendor are requested to send their suggestions / queries on following e-mail id:- registrar@mp.gov.in with a copy to mphc@nic.in. by 03 <sup>rd</sup> March, 2025.
Last date and time of online submission of proposal (mandatory).	:	18 <sup>th</sup> March, 2025 before 06:00 P.M.
Last date and time of submission of hardcopy of proposal (mandatory).	:	19 <sup>th</sup> March, 2025 before 05:00 P.M.
Date and time of opening of the technical Bids.	:	20 <sup>th</sup> March, 2025 at 11:00 A.M.
Date and time of opening of the financial Bid at High Court of Madhya Pradesh, Jabalpur	:	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.
Time for completion of the work/project	:	90 days

**Note:-**

- Tender documents may be viewed or purchased online by interested and eligible bidders from the website <https://mptenders.gov.in> after paying Tender fee of Rs.10,000/- (Rupees Ten Thousand Only) and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in>.
- Bidders can submit its tender online at <https://mptenders.gov.in/> on or before the key dates given above. The Physical copy of the Technical Bid along with online EMD and online tender fees must be submitted at the address below latest by 19<sup>th</sup> March, 2025 before 05:00 P.M.

- c. All further notifications/amendments, if any shall be posted on <https://mptenders.gov.in/> and [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.
- d. **The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.**
- e. All other terms and conditions for submission of tender are contained in this document. If the date of submission/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.
- f. The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.
- g. **Address for communication:-** Registrar General,  
High Court of Madhya Pradesh, Jabalpur (M.P.)  
Email:- [registrar@mp.gov.in](mailto:registrar@mp.gov.in) & [mphc@nic.in](mailto:mphc@nic.in)  
Landline:- 0761-2677228.
- h. Bidder or their authorized representatives may attend the opening of the tender.

**2. Objective of the Tender:-**

The objective of this tender document is to solicit software proposals from the prospective bidders regarding Development of E-Vicharan Software for District Courts of Madhya Pradesh.

**3. Brief Scope of Work:-**

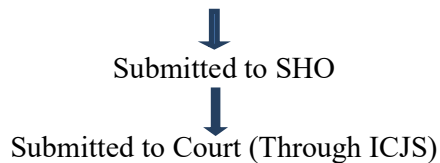
Development and implementation of E-Vicharan Software for District Courts of Madhya Pradesh. The scope of services for the Bidder is defined below. Please refer to complete tender document for detailed requirements relevant to the scope of this tender, as well as elaboration on each of the items below.

The Madhya Pradesh police has resolved an application namely e-Vivechana under the aegis of State Crime Record Bureau, Bhopal and the trial run of the same was conducted on 26 November 2021. With the introduction and adoption of the e-Vivechana app by the Police, it is incumbent for the Madhya Pradesh judiciary to be ready, and evolve a process for the consideration of the Chargesheet presented with materials collected based on e-Vivechana app. Also, the introduction of the app provides an appropriate opportunity for introducing paperless Courts and Trials which can be pioneer in the field of criminal justice system. This note describes the basic working of the e-Vivechana app, relevant output for consideration by the Court, the process that may be adopted by e-Courts, required infrastructure and platform.

**E-Vivechana App:-**

The app presently consists of three modules: Case Diary Module, Photography/Videography module and Crime details module for scene of crime. It is linked and contributes to the core application or platform namely CCTNS and broadly processes in the following manner:





The Investigating Officers can access the app only through CCTNS credentials and CCTNS recognises the tablets through which entries can be accepted (IMEI bound to CCTNS). Presently, the Investigating Officer can select the crime number, add materials relating to investigation on the app including statements of the witnesses, videography/photography of the scene of crime, photographs of the material collected or seized, documentary evidence, stamp GPS locations under the app among other things. He can further submit the material collected to SHO who can finalise and digitally sign the Chargesheet under CCTNS and submit it electronically to the concerned Court through ICJS.

E-Vivechana app is a pioneer in the field of digital investigation and has been awarded Digital India Award, 2022 by the President of India recently.

**Output relevant for the judicial proceedings:**

The present framework of the Information Technology Act, Criminal Procedure Code and Evidence Act, allows the Courts to recognise and act upon electronic material.

Though the utilisation of Information Technology and the material collected through it is limitless, as a first step two broad outputs of the e- Vivechana app and other digitally signed material submitted in CCTNS may be consumed and considered by the Courts for more efficient and effective adjudication of the criminal cases.

1. Charge-sheet along with material relied upon in cases of summary nature, where most of the cases are decided upon admission of guilt by the accused.
2. Electronically recorded or collected material without modification from the source and further human intervention.

The cases of summary nature were filed and disposed on admission of guilt. The practice in such cases involves submission of charge-sheet, cognizance by the Magistrate, enquiring the legal representation, supply of copies, reading of the substance of the accusation, admission/denial and judgment based on the admission of the accused, sentencing majorly consisting of payment of fine. A platform consisting of the process may be developed consisting of all the stages.

In case of admission of guilt, the whole trial proceedings are completed on the same day. The cases based on admission of guilt can be proceeded and decided in digital mode. Cases where the accused pleads not guilty or the accused is absent or Court is otherwise not satisfied for convicting the accused based on admission, the Court may direct the proceedings to be conducted as per the regular process.

The process adopted by e-Courts in such cases shall be following:

- ✓ Consuming chargesheet containing Digital Signature or any signature of the IO and SHO on e-Court portal.
- ✓ Chargesheet with an option to divert/direct to offline mode.
- ✓ Query about legal representation and uploading of copy of Vakalatnama/Memo.
- ✓ Supply of copies through electronic mode providing downloaded copy on email or any storage device as opted by accused or satisfactory compliance by perusal of the record.
- ✓ Preparation of the substance of accusation by use of template by the Magistrate.

- ✓ Recording of plea of the accused along with e-pen signature or digital signature which includes authentication through Adhaar. Capture of photo and thumb impression of the accused. (Similar to the process of Registration of Document)
- ✓ Preparation of judgment with the use/editing of template and signature by using digital signature.
- ✓ Online payment of the fine, with an option of depositing fine offline, with uploading a copy of the receipt.
- ✓ Automatic preparation of the Warrant of Sentence, in case punishment involves imprisonment.
- ✓ Generation of the Malparcha or Release Order for disposal of the seized property.
- ✓ Preservation of the record in the repository for a period specified in the Rules.

The creation of the required platform for the process of the proceedings will involve integration with NIC software for interoperability of Data, module for fetching chargesheet and documents/files relied upon through API provided by the police department, predefined templates of orders and judgments and e-pay module in editable form.

The-Vivechana app developed by Police allows the investigating officer to capture images, upload videos and collect electronic evidence. The submission of the electronic evidence along with chargesheet through print-out, CD, pen-drive or any other mode involves transfer of data from one media or storage to another. The electronic evidence submitted in such manner many a times does not withstand the scrutiny under the rigorous provision of Section 65B of the Evidence Act. Also, the longevity of the data/file including its type gets reduced with the age the case many a time resulting in data being found to be corrupt at the stage of trial or appeal.

A module may be developed at the Court end to fetch electronic data generated through E-vivechana app and may stored at the server which may be accessible to the Court. The Court will be able to access video of crime scenes, any footage seized, data recovered or videos made along with its real GPS stamp which will authenticate the evidence further. The automatic fetching of the digital record will exclude the possibility of tempering and providing the Court better evidence to deal with the case.

The process will involve:-

Consuming Chargesheet reflecting electronic evidence relied upon.

- ✓ Access to a particular Court which is trying the particular case.
- ✓ Provision to download or perusal for compliance under Section 207 Cr.P.C.
- ✓ Stamping of an exhibit at the time of recording of evidence and digital signature of the judge.
- ✓ Accessibility to Courts at the time of judgment or appeal.
- ✓ Automatic destruction of record after disposal of case as per rules.

### **E-Vicharan System**

#### **Objective**

1. Consumption of e-Vivechana application data into CIS 3.2.
2. Cloud based centralized software to be developed for paperless court.
3. Developed a robust and user-friendly software application that addresses the needs of different stakeholders, enabling efficient planning, execution, and monitoring of cases for different nature of cases.
4. Use of SDWAN technology to consume charge-sheet and electronic evidences

collected by the e-vivechana software to speed up the trial process in summary cases.

**Benefits of Implementation of E-Vicharan:-**

- ✓ The Court will be able to access video of crime scenes, any footage seized, data recover or videos made along with its real GPS stamp which will authenticate the evidence further. The automatic fetching of the digital record will exclude the possibility of tempering and providing the Court better evidence to deal with the case.
- ✓ Preparation of judgment with the use/editing of template and signature by using digital signature. Online payment of the fine, with an option of depositing fine offline, with uploading a copy of the receipt.
- ✓ Automatic preparation of the Warrant of Sentence, in case punishment involves imprisonment.
- ✓ Generation of the Malparcha or Release Order for disposal of the seized property.
- ✓ Preservation of the record in the repository for a period specified in the Rules.

**Required Features:-**

- Design should be flexible to accommodate new customizable sections/ modules based on the scope of work defined in thistender.
- Design should allow changing the interface templates for fresh new look as and when required.
- The App /software should be based on standards certified by ISO.
- It should be compatible to various browsers (i.e. IE, Mozilla Firefox, Chrome, Opera etc.) and should be available as apps on mobile platforms such as Android and iOS.
- It should provide secure integration with payment gateway for online payment transactions.
- It should allow users to share their views, feedback, solutions and suggestions online through the webmaster.
- It should provide a search module for efficient informationretrieval.
- The app/ software should incorporate necessary security features against hacking and defacement. All logins and payments transaction must operate on secure protocols.
- It should comply fully with the guidelines issued from time to time by the Government of India for development and any other law in force in India.
- More detailed mapping of the organizational structure will be provided during the implementation phase of project.

**4. Important Notes to the Bidder:-**

1. High Court of Madhya Pradesh Jabalpur invites tenders under “2 Bid system” for development of E-Vicharan App Software for the High Court of Madhya Pradesh and its implementations as per the specifications given in the "Annexure-A".
2. Tender document can be downloaded from the website of the High Court [www.mphc.gov.in](http://www.mphc.gov.in) or Governmenttender Procurement Portal<https://mptenders.gov.in>
3. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tenderprocess.
4. All offers should be written in the English. The offer should be typed or written in ball pen. Offer in pencil will be ignored. The High Court would be given the

benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.

5. The prescribed tender documents should be submitted in one sealed envelope duly super scribed with “E-Vicharan App Software for the High Court of Madhya Pradesh”. This sealed envelope should contain two sealed envelopes marked A & B as prescribed as under:
  - a) Envelope A containing online Tender Fee & online Earnest Money Deposit (EMD) in favor of High Court of Madhya Pradesh Jabalpur. Tender shall be rejected if the not found in proper order.
  - b) Envelop B containing the Technical Bid along with the supporting documents.
6. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
7. All bids must be delivered to the office up to the date and time indicated above. Bids will be opened in the presence of Bidders’ authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be next working day or as announced by the High Court in the appropriate manner.
8. Any clarification regarding tender specification before submission of tender document can be discussed with the Officer In-charge on email id registrar@mp.gov.in.
9. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.



## **ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS**

### **A. Eligibility Criteria forTenders:**

The applicant must fulfill the following eligibility conditions and has to submit documentary evidences in its support while submitting the application:-

1. The Firm must have Permanent Account Number (PAN)
2. Demonstration of the functionalities.
3. Firms should have experience of implementing software system in at least one reputed Institutes/ Government Organization. The purchase order copy / satisfactory performance from the Competent Authority of the Institutes/ Government Organization should be enclosed along with the proposal.
4. The service provider blacklisted by any Govt. Department or by any other organization is not eligible.
5. Vendor is required to depute at least one software engineer at the site for 01 year at his own cost and will do the entire configuration and synchronize with all departments/section to make software functional.

### **B. Special Terms and Conditions:**

1. Implementation Period: 3 years contract after implementation (First 3 month's implementation of software with license and 36 months warranty/ support with customization).
2. Cloud Server will be provided by client.
3. Response Time: The response time of the tenderer to attend to any complaint upon receipt of the complaint/ information from the user should not be more than 24 hours.
4. It is not binding on High Court to accept the lowest or any bid. The High Court further reserves the right to accept or reject any/ all bids without assigning any reason thereof.
5. **The shortlisted technically qualified bidders must be present before the Committee for demonstration of the methodology and concept of development of E-Vicharan software.**

### TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the English. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Government Department or Institution or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the High Court would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.
2. The duly constituted committee appointed by the competent authority of the High Court of Madhya Pradesh Jabalpur, reserves the right to select and reject all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice at [www.mphc.gov.in](http://www.mphc.gov.in).
3. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
4. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for applicants who's online Tender Fee and online Earnest Money Deposit (EMD) is found in order.
5. **Changes/Amendment:** At any time prior to the deadline for submission of tender, the High Court may amend the tender documents issuing by addendum/corrigendum. The High Court shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, development or destination.
6. **Bid Validity:-** Bids should be valid for a period of 180 days from the date of opening of financial bid.
7. **Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
8. **OEM/ Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
9. **Conflict of Interest among Bidders:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a. they have controlling partner (s) in common; or
  - b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c. they have the same legal representative /agent for purposes of this bid; or
  - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in

which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

10. **Bid Security:** Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt to performance security.
11. **Performance Security:** On receipt of notification of award from the High Court, the successful Bidder within 14 days shall furnish the performance security at 3% of the cost of the order value in the form of Bank Guarantee issued/confirmed from any of Nationalized bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the Government/ High Court account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the High Court may make the award to the next lowest evaluated bidder on same rate or call for new bids.
12. **Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to this tender covered by this order subsequent to placement will be applied to the order.
13. **Currency:** To be quoted and paid in Indian currency.
14. **Deduction of Income Tax, and so on, at source from payment to suppliers:** This will be done as per existing law in force during the currency of the contract.
15. **Selection of the Bidder:-**

Criteria for Evaluation of Technical Bids:-

S. No.	Parameter	Description	Marks(Max)
1.	Technical Expertise and Skillset.	Expertise in the technologies e.g., Python, Laravel, Node.js, React, DSpace etc.	20 Marks
		Experience of development of software in any Courts of India.	20 Marks
2.	Solution Architecture	Integration capabilities, Modularity, Scalability.	10 Marks
3.	Technology Stack	Cross platform development, Data base management, Cloud Architecture.	10 Marks

4.	Documentation in Knowledge Transfer, Support and Maintenance	Technical and knowledge transfer document like Code comments, API documentation, Deployment guides, Training documents etc.	20 Marks
5.	Past projects and case studies.	The portfolio work of similar nature, review of existing clients etc.	20 Marks
		<b>Total</b>	<b>100 Marks</b>

**Note:-**

- a. All the prequalification and technical specifications conditions are to be fulfilled by the bidders.
- b. The Technical proposals will be evaluated by the committee appointed by the High Court of Madhya Pradesh and they will select the bidders. The financial bids will be opened for the shortlisted bidders only. Rest of the bidders EMD will be returned after finalization of bid.
- c. The minimum of 70 marks are there for getting selection in the financial bid opening.
- d. The decision of the High Court of Madhya Pradesh 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, 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:-

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$ = Normalized commercial score for the Bidder under consideration

$F_b$ = Absolute financial quote for the Bidder under consideration

$F_{min}$ = Minimum absolute financial quote

**Composite Score (S) =  $T_s * 0.8 + F_n * 0.2$**

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

16. **Conditional Offer** will not be accepted.

17. **Rejection of Bids:-**

- a. If bidders give wrong information in their bid, the High Court reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit

/Performance Bank Guarantee and cancel the order, if awarded.

- b. If the technical offer contains any price information the offer will be summarily rejected.
  - c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
  - d. Unsigned tenders /bids, unattested corrections and over writing by bidders are also liable for rejection.
  - e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
  - f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render/ liable the Tender/ Quotation for rejection.
18. **Cancellations of tender:** The High Court reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also 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 thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser' section. The High Court may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:-
- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets;or
  - c. files a voluntary petition in bankruptcy ;or
  - d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
  - e. voluntarily ceases trading; or
  - f. merges with or is acquired by a third party;or
  - g. Assigns any of its rights or obligations under the Order to a third party without the High Court prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the High Court may have in Law or in Equity, the High Court may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the High Court such work in progress or completed material as may be requested by the High Court. The High Court shall have no liability to the Vendor beyond payment of any balance owing for purchased hereunder and delivered to and accepted by the High Court prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the High Court.

19. **Compliance with Laws:** After acceptance of tender, successful bidder shall have to

comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the High Court and its customers harmless from any loss or damage that may be sustained by the High Court, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

20. **Law of the Contract:** The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of State of Madhya Pradesh.
- 20.1 **Reference:** The purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.
- 20.2 **Waiver:** Any waiver by the purchaser of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.
- 20.3 **Information provided by the High Court:** All drawings, data and documentation that are given to the supplier by the High Court for Execution of the order are the property of the High Court and shall be returned when demanded. Except for the purpose of executing the order of the High Court, the supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the High Court is not disclosed to any person, firm, body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the High Court of Madhya Pradesh.
- 20.4 **Vendor Liability:** Vendor hereby accepts full responsibility and indemnifies the High Court of Madhya Pradesh and shall hold the High Court harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The vendor also agrees to defend and hereby undertakes to indemnify the High Court and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the workorder.
- 20.5 **Access to Premises:** The High Court and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the work order, for expediting the software implementation, inspection, checking etc.
- 20.6 **Modifications:** The purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.
- 20.7 **Inspection/checking/testing:** All modules / Software to be implemented against this work order shall be subject to inspection/ checking/ testing by the High Court or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized

representative of the High Court. Service provider shall notify the High Court for Inspection / testing of Software implementation when they are ready, giving at least 10 days' notice. If upon testing, of Software does not meet the specifications, they shall be rejected and returned to the supplier for upgradation / modifications etc. Inspection by the authorized representative of the High Court or failure of the High Court to inspect the Software shall not relieve the service provider of any responsibility or liability under this work order in respect of such Software and it shall not be interpreted in any way to imply acceptance thereof by the High Court.

20.8 **Jurisdictions for Disputes:** All disputes arising out of or any way connected therewith shall be deemed to have arisen out of or any way connected therewith shall be deemed to have arisen in Madhya Pradesh only and the courts in Madhya Pradesh Districts shall have jurisdiction to determine the same.

20.9 **Settlement of Disputes:** In the event of disputes, the settlement shall be through Arbitration. The arbitrator shall be appointed by the Registrar General, High Court of Madhya Pradesh and the decision of the Arbitrator shall be final & binding on both the parties. The arbitration shall be conducted under the provisions Act.

21. **Payment Terms:-**

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

**Method of Billing:-**

To receive payments, the Service Provider must submit an appropriately itemized invoice to the 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 the officer nominated by the High Court of Madhya Pradesh. The Contract Number (or Purchase Order Number) must be included on the invoice. The invoice to be submitted in triplicates.

**Method of Payment:-**

30% after SRS finalized by the competent authority.

30% after User Acceptance Test.

28% after implementation.

Remaining 12 % will be release in three year of 4% every year.

22. **Force Majeure:-**

22.1 The service provider shall not be liable for delay or failing to provide services for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.

22.2 The supplier shall within 10 days from the beginning of such delay notify the High Court in writing the cause of delay. The High Court shall verify the facts and grant such extension of time as facts justify.

22.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

22.4 At the option of High Court, the order may be cancelled. Such cancellation,

would be without any liability whatsoever on the part of the High Court. In the event of such cancellation, service provider shall refund any amount advanced or paid to him by the High Court and deliver back any materials issued to him by the High Court and release facilities, if any provided by the High Court.

23. Before submission of online tender please visit [www.mptenders.gov.in](http://www.mptenders.gov.in).
24. All future clarification / corrigendum shall be made available in the official website of the High Court and M.P. Government tender portal or through mail id [mphc@nic.in](mailto:mphc@nic.in)

Seal & Signature of Bidder



**TECHNICAL SPECIFICATIONS**

Technical Specifications: The tenderer shall meet the respective minimum technical specifications for the software/item that is being bid for. Any additional features or specifications in excess of these minimum specifications will be appreciated. A set of desired additional features are mentioned along with the minimum technical specifications, wherever appropriate.

I / We the undersigned am / are ready to develop, supply & install the following software/instruments along with all other accessories complete as mentioned below with accepting the terms and conditions which are enclosed with this order form and quote for the same.

The technical specification for the software/instruments is being placed under this tender has been detailed in the "**Annexure-A**"

This will also include all the components of the particular instrument / equipment that are being tendered for.

S. No.	Description
1.	Tender for Development and Implementation of E-Vicharan Software for District Courts of Madhya Pradesh.

Annexure-A**TECHNICAL SPECIFICATIONS FOR SOFTWARE MODULES****Online Dashboard:**

- Online Dashboard for Judicial Officers.
- Online Dashboard for Court Staff.
- Online Dashboard for Management /Admin(MIS)

**In addition to above, the following are the key requirements for the proposed system:**

**General Scope:**

- Providing software with code and database please be provided
- Secure web-based access using https
- Interfacing with third-party payment gateways
- Capability for continuous improvement and upgradation.
- Configurability through web-interface and client interface
- Provision for decision support mechanism
- Facilitate paperless working
- Workflow based process approval and archival mechanism
- Comprehensive data and application security features
- Adequate security provisions for preventing tampering of the software as well as data
- Archival of information and data
- Audit logs of user sessions
- Provision for role based access rights
- Provision of interactive validations of data entries
- Provision for data item based access rights
- Provision for reports generation as per requirements
- Integration with third party software already procured by the High Court (i.e attendance system, CCTNS, e-Prison & CIS 3.2 etc.)
- Import/Export Data Upload data from all the existing local records. Facilitate Import from/Interface with the third party applications in the High Court and extract data in various formats. Import and Export to the archived files on all areas of data that can be exported to MS Excel/PDF/.CSV.
- Data Backup and Suitable Disaster Recovery mechanism to be proposed
- Mobile based view of System
- User manuals, Developer manuals and Training of all users
- The solution should be vertically and horizontally scalable to handle increased load without requiring redesign.
- The solution should be natively built based on 32 and 64-bit operating system and shall support all old computers also.
- **A penalty clause shall be a part of the final agreement/contract signed between the High Court and the successful bidder. The terms of the penalty clause shall be worked out at the time of the signing of the final contract.**

**Implementation Methodology:-**

The methodology to be used by the bidder to implement the software solution will have different work elements and activities. All these activities and work elements should coherently focus on achieving the following key results.

- Quality of the solution deployed
- User satisfaction while deploying and usage
- Successful implementation in terms of completeness and timely accomplishment of the outcome

**Technology used:-**

Python, Laravel, Node.js, React, DSpace etc.

**Number of Users:-**

Number of users will be around 5000.

## TENDER FORM

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. Online Tender Fees and Online Earnest Money are enclosed.
4. The following have been added to form part of this tender.
  - a) Details of software, as per instructions provided in the schedule of requirement.
  - b) Copy of PAN.
  - c) Copy of Valid GST registration certificate.
  - d) Manufacturer's Authorization Certificate on their letterpad.
  - e) Technical Specifications Compliance statement along with original Boucher/literature.
  - f) Any other enclosure. (Please give details)
5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
6. Certified that the bidder is:
  - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor, **OR**
  - b) A company and the person signing the document is the constituted attorney.
7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of \_\_\_\_\_

Address.....

Telephone: \_\_\_\_\_

E-mail\_

**PRICE SCHEDULE**

**(The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid).**

S.No.	Description	Basic Price in Rupees	GST in Rupees	Total Price in Rupees (all inclusive)
1.	Implementation & Development of E-Vicharan Software for District Courts of Madhya Pradesh.			

**FORMAT OF PERFORMANCE BANKGUARANTEE (SAMPLE)**

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs.500/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

1. WHEREASM/s ....., having it's registered office at ..... hereinafter called the Distributor in India for.....,herein after called "The supplier/service provider" for the ....., in consideration of the High Court of Madhya Pradesh Jabalpur, Placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for (Rupees..... only). We ,..... Bank, ..... at the request of supplier/service provider do hereby undertake to pay to an amount on exceeding to Rs..... (Rupees.....only).
2. We .....Bank do hereby undertake to pay, the amounts due and payable under this guarantee without any demur, merely on a demand from High Court stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs.....(Rupees ..... only)
3. We undertake to pay to the High Court any money so demanded notwithstanding any dispute or disputes raised by the supplier 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 and discharge of our liability for payment there under and the Supplier/Service Provider shall have no claim against us for making suchpayment.
4. We the .....Bank further agree that the guarantee herein contained shall remain in full force and affect 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the High Court certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said ..... and accordingly discharges thisguarantee.
5. We, the ..... Bank further agreed that the High Court shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the High Court against the said service provider/ supplier and to forbear or enforce any of the Terms and

Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the High Court or any indulgence by the High Court to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier .
7. We, the ..... Bank lastly undertakes not to revoke this guarantee except with the previous consent of the High Court in writing.
8. This guarantee shall be valid up to ..... unless extended on demand by High court. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees .....only).

Not with standing anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees..... Only)
2. Bank guarantee shall be valid up to.....
3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

Dated:

Signature & Seal of the Bank

**Note:-**The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of High Court is fully protected.

**DECLARATION REGARDING BLACKLISTING/  
DEBARRING FOR TAKING PART IN TENDER**

I /We..... hereby declare that the firm/company namely M/s.....has not been blacklisted or debarred in the past by Union/ State Government or organization from taking part in Government tenders in India.

OR

I M/s. ....hereby declare that the Firm / company namely M/s.\_\_\_\_\_was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of\_ years w.e.f. to\_\_\_\_. The period is over on\_\_\_\_\_and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the High Court of Madhya Pradesh Jabalpur, and EMD / SD shall be forfeited.

In addition to the above, High Court of Madhya Pradesh Jabalpur, will not be responsible to pay the bills for any completed / partially completed work.

Name:-

Address:-

Attested

(Public Notary / Executive Magistrate)



## TECHNICAL SPECIFICATIONS COMPLIANCE SHEET

1. The technical compliance bid must be in this sheet only, otherwise it should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

**CHECK LIST FOR TERMS AND CONDITIONS****(To be filled by the bidder and submitted along with the Technical Bid).**

<b>S. No.</b>	<b>Technical Information</b>	<b>Page No.</b>	<b>Remarks</b>
1.	Online Tender Fee details.		
2.	Online EMD details.		
3.	Registration/ Incorporation Certificate in support of the existence of the firm/company for required number of years as per the tender schedule eligibility criteria.		
4.	Name of the Vendor and Address with Telephone/ Mobile No.		
5.	Average Annual turnover of the bidder, for the last three successive years 2021-22, 2022-2023 & 2023-2024 should be <b>Rs.2 Crore</b> duly certified by the Chartered Accountant.		
6.	Copy of PAN and GST Registration Documents		
7.	Income tax return (2021-22, 2022-2023 & 2023-2024) & Latest GST return.		
8.	Self-declaration for not black listed.		
9.	Name of the Institutions / organizations where they have develop and implement software with contact name & address, Mob. Nos. and e-mails.		
10.	Performance certificate/ Experience Certificate (issued by existing/previous client).		
11.	Proof of Concept of the Functionalities.		
12.	Undertaking with respect to stationing of at least one software engineer at the site at his own cost for 12 months.		

**Note:-**The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/Statements/ Certificates submitted in proof as above.

### INTEGRITY PACT (SAMPLE)

This INTEGRITY PACT is made and executed at.....on this day of.....20.... BY AND BETWEEN acting through Registrar (insert name & designation of the officer) of High Court of Madhya Pradesh Jabalpur. (hereinafter referred to as “The Buyer” which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s ..... A company incorporated under the Companies Act,.....through its representative/authorized signatory (insert name & designation of the officer) vide resolution dated

..... passed by the Board of Directors, having its office at ..... (hereinafter referred to as “The Bidder/Contractor which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

#### PREAMBLE

The Buyer intends to award under laid down organizational procedures, contract/s for..... The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Buyer

- (1.) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Buyer, personally or through family members, will in connection with tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Buyer will during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Buyer will exclude from the process all known prejudiced persons.
- (2.) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1.) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer’s employees involved in the tender process or the

- execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to the others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyer, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page no.6).
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intend to make to agents, brokers or any other intermediaries in the connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

### TERMSANDCONDITIONSFORE-TENDERING

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender document can be purchased only online on payment of tender fees and downloaded from website <https://mptenders.gov.in/> by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
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.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take upto 7 to10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
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.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>
9. Department shall not be responsible in any way for delay/ difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can / visit [https://mptenders.gov.in](https://mptenders.gov.in/). In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
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.
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.**