

HIGH COURT OF UTTARAKHAND

REQUEST FOR PROPOSAL (RFP)
FOR
SCANNING/DIGITIZATION OF COURT RECORDS AND ESTABLISHMENT/EXECUTION OF 2
PAPERLESS COURTS (E-COURT) IN THE HIGH COURT OF UTTARAKHAND
ON TURNKEY BASIS

Tender Reference Number:
Tender No. 27122023/UHC/Digitization/2023



Office of the Registrar General
HIGH COURT OF UTTARAKHAND
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SECTION-I NOTICE INVITING e-TENDER

1. INTRODUCTION:

The High Court of Uttarakhand intends to procure services and solutions as per Request for Proposal called for in this document.

The whole intent and purpose of this project is to run the court through E-court solution to provide Hon'ble Judges of High Court a mirror of physical case file access for conducting Live Court hearings using this digitized output on a special purpose device (SPD) with features mentioned in this RFP, and archive court records using prescribed standards for the long term digital preservation, therefore under no circumstances, the vendor shall compromise on the quality of the workflow. The Vision of the said project is to implement holistic and integrated solution in the High Court as indicated in **Annexure-A**.

2. OBJECTIVE

The objective of this RFP is to ensure that proper elements and commitments are in place to provide consistent delivery of service to High Court by the vendor. The gist of this NIT is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Establish terms and conditions for all the involved stakeholders.
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons.
- The High Court intends and desires to achieve the following objectives by scanning and digitizing of its judicial documents:
 - Implementation of 2 paperless (eCourt) Courts;
 - less storage space for preserving the documents;
 - reduction in overall searching time;
 - increase in productivity of processes and office personnel;
 - availability of the Document for sending over in digital format.
 - reduced turnaround time of processes, and
 - increase control over all the important digitized documents by restricting access.
 - The source of documents for the purpose of scanning, digitization, bookmarking, etc. would be as under: (a) physical files, or (b) electronic copy of documents, files in PDF format, jpeg, jpg, tiff, png, bmp format, etc.,

3. Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

4. Availability of the Tender Document

The Tender Document shall be published on the Portal <https://uktenders.gov.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. If the High Court of Uttarakhand happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk.

5. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS. This deadline shall not be extended in case of any intervening holidays. Bidder should specify eTender Number in all your correspondence. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <https://www.uktender.gov.in>

6. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, Bidder (including any changed name or created a new "Allied Firm" or Technology Partner/Consortium) should meet the eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract-

- 1)** Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- 2)** Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department by Supreme Court or any High Court from participation in its Tender Processes; and/ or
- 3)** Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India or Government of Uttarakhand or by Supreme Court or any High Court from participation in Tender Processes of all of its entities.
- 4)** Not have an association (as a bidder/ partner/ director/ employee in any capacity) of the near relations of executives of High Court of Uttarakhand or Government of Uttarakhand involved in this Tender Process.
- 5)** Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition,
- 6)** Must fulfil other additional eligibility condition prescribed in Tender Document.

7. Purchase Preference Policies of the Government

The State Government, through the Administrative Department and with the consent of the Finance Department of the Government, may give preference in purchase/price to small cottage industries/Khadi/Micro enterprises manufacturing within the geographical area of the state. This will not be more than 10 percent of the preferred minimum rate. Provided that up to 15 percent discount on purchase basis will be allowed on materials manufactured in micro, small and medium industries/units established at an altitude of more than 4000 feet in the

state of Uttarakhand. However, a valid document as mentioned above shall be filed by bidder for that purpose.

8. Pre-bid Conference:

Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned in TIS. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ other conditions shall be entertained.

9. Submission of Bids:

Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the e-Procurement portal <https://uktenders.gov.in>, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

10. Bid Opening

Bids received shall be opened online at ***the specified date and time given in TIS***. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

11. Disclaimers and Rights of High Court of Uttarakhand

The issue of the Tender Document does not imply that the High Court of Uttarakhand is bound to select bid(s), and it reserves the right without assigning any reason to: reject any or all of the Bids, or cancel the tender process; or abandon the procurement of the Services; or issue another tender for identical or similar Services

12. T.I.S.

Bidding schedule is as follows:-

****In case, a bidder fails to submit the Banker's cheque/DD/FD for EMD in original before last date/time of bid submission end date, the bid of the bidder shall not be accepted.***

SN	DETAILS	DATE/TIME
1	Date of release of tender	27/12/2023;01:00 PM
2	Document down load start date	27/12/2023;01:30 PM
3	Bid submission start date	27/12/2023;02:00 PM
4	Pre Bid Meeting	05/01/2024;03:00PM
5	Presentation on DMS and end to end Digitization/Paperless Court	09/01/2024;03:00PM
6	Bid submission end date	31/01/2024; 03:00 PM
7	Date of Technical Bid opening	01/02/2024;03:30PM
8	Date of Financial Bid opening	<i>Will be specified later</i>
9	Venue of Opening of Bids/Pre-Bid Meeting/Presentation	High Court of Uttarakhand, Nainital
10	e-tender Fees(Non-refundable) in the form of Demand Draft in favor of Registrar General, High Court of Uttarakhand at Nainital.	Rs.4,720/-(Four thousand seven hundred twenty only)

11	Earnest Money Deposit (E.M.D.) (Refundable) in the form of Unconditional Bank Guarantee/FDR valid for 180+45 days or more from the date of proposal submission in favor of Registrar General, High Court of Uttarakhand at Nainital.	Rs. 10,00,000/- (Ten Lakh Only)
12	Address for Communication	Registrar General, High Court of Uttarakhand at Nainital
13	Websites for downloading RFP/Bidding documents	https://uktenders.gov.in

Note:- Presentation of Proposed Solution/DMS is mandatory. The bidder who will not demonstrated the proposed solution shall not be considered for bidding.

SECTION-II INSTRUCTIONS TO BIDDERS

1. Preparation of Bids

- 1.1 Bidder should take into account any corrigendum published on the e-Tender document before submitting their bids.
- 1.2 Please note the manner in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid. Bidder should not upload commercial bids in any kind of documentary format (scanned images/ .pdf /.doc /.docx /.xls /.xlsx) other than uploading in prescribed field in e-procurement portal of this tender.

2. Submission of Bids

- 2.1 Bidder should log into the <https://uktenders.gov.in> well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.4 The bidder shall seal the original Bank Draft/ Bankers Cheque / Bank Guarantee /FDR in an envelope. The Bidder shall mark name and tender reference number on the back of the Bank Draft/ FDR/Bankers Cheque before sealing the same. The address of High Court, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. If the envelope is not marked as specified above, High Court of Uttarakhand will not assume any responsibility for its misplacement, pre-mature opening etc.
- 2.5 The bidder shall deposit the envelope at the designated time and place, on or before bid submission date. In case EMD is sent through Speed Post and it must reach as per date and time mentioned above.
- 2.6 Tender Fee/EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

- 2.7 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the requisite cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.8 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.9 All the documents being submitted by the bidders would be encrypted using PKI or any other encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.10 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. Assistance to Bidders

- 3.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 3.2 Any queries relating to the process of online bid submission or queries relating to State e-tender portal in general may be directed to the 24x7 State e-tender portal Helpdesk. The contact numbers for the helpdesk is mentioned in the respective eProcurement Portal.

4. Clarification on Tender Document

- 4.1 A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing, at the High Court of Uttarakhand in the mailing address i.e. cpc-uk@nic.in. The queries must be submitted in the following format (in Excel file, *.xls or .xlsx) only to be considered for clarification:

SN	Section No.	Clause No.	Reference/ Subject	Clarification Sought

- 4.2 All queries on the Tender Document should be received on or before as prescribed in Section I of this tender document. The High Court shall hold a pre-bid conference (PBC) as per the date mentioned under Section I. Queries not submitted within this deadline or not in the given format may not be taken up at the PBC. High Court of Uttarakhand

may choose decide to do a virtual PBC in case of contingencies and information regarding the same will be published on the portal/website.

- 4.3 Only two representatives of each prospective bidder shall be allowed to participate in the pre bid conference. Letter from Authorized signatory from the intended bidder will clearly specify the names of the participants.
- 4.4 High Court of Uttarakhand response (including the query but without identifying the source of inquiry) would be uploaded in the State e-tender portal (URL: <https://www.uktenders.gov.in>). Bidders are responsible for duly checking the above website for any clarifications.
- 4.5 High Court of Uttarakhand reserves the right to not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be in appropriate to do so or do not find any merit in it.

Note: Inputs/ suggestions/ queries submitted by bidders as part of the pre-bid meeting and otherwise will be given due consideration by the eTender committee, however High Court of Uttarakhand is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the committee the same will be accepted and incorporated as part of the corrigendum.

5. Location of project:

The project will begin with the High Court of Uttarakhand at Nainital. However, the project may be extended further to the other Courts under administrative control of High Court of Uttarakhand is being listed & enclosed in **Annexure-A**.

6. Qualification Criteria: Following are the pre-requisites for bidding/participating in the RFP /Tender as qualification criteria-

SN	Qualification Criteria	Enclose document
Criteria 1 - Entity		
1.	The Bidder(Prime or Consortium partner/technology provider)should be registered under the Companies Act, 1956, or Partnership Act 1932 or registered under LLP Act 2008 should be in existence in India for atleast 5 years (as on 1 st March 2023).	Certificate of Incorporation
2.	The Bid can be submitted by an individual company or a Consortium of two. (MoU)/ Agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.	(MoU)/ Agreement.
3.	Bidder or if consortium, each of the consortium partner must have GST/ TAN/ PAN registration & Tax Clearance Certificate from the-Competent Authority upto March 2023.	Documentary evidence to be provided

4.	The prime bidder must have an office in Uttarakhand OR The prime bidder has to give an undertaking to do so within 15 Days of award of contract for proper implementation of the project.	Self declaration- from the bidder.
Criteria 2 - Experience and Past Performance:		
1.	<p>Similar Experience: Bidder or technology partner/consortium must have Completed or substantially (work of in which at least 80% have been paid) completed of similar works during last 5 years (2018-2023) should be either of the following: -</p> <p>Three similar completed works each costing not less than the amount equal to Rs. 2.0 Crore; or 1 crore pages</p> <p>OR</p> <p>Two similar completed works each costing not less than the amount equal to Rs. 2.25 Crore; or 1.5 Crore pages</p> <p>OR</p> <p>One similar completed work costing not less than the amount equal to Rs. 4.0 Crore or 3 Crore pages;</p> <p>Necessary confirmation issued confirming the above experience should be attached. The Bidder must have executed any digitalization project covering multiple locations.</p>	Work Completion Certificates.
	<p>Considering the complexity of work and the current state of data at the High Court, the bidder or technology provider's experience of implementing E-court & DMS solution integrated with CIS (to pull various kind of information as per RFP's specs) should include restructuring existing bookmarked PDFs as per E-court's structure requirement. Hence, E-Court and DMS experience produced to meet experience criteria should include restructuring data from existing bookmarked PDFs as per the E-court's multi-level hierarchy structure and automated migration of at least 25,000 cases per High Court to the E-Court and DMS (Angular, Node, and Java Springboot based solution) to be used during the E-Court process.</p> <p>The experience should not include migrating the data from the older version of the DMS to the newer version, or the experience of migrating the data to the older version(s) of the DMS.</p> <p>Experience of any other application or the previous version of the proposed DMS will not be considered.</p>	Necessary certificates are to be attached
2.	DMS' Proven History -The proposed DMS should not be a custom application developed on a platform or an ad-hoc retrieval solution. And if, Bidder has taken support from the consortium/technology provider, the technology provider needs to submit documentation.	Purchase orders or certificates showing the experience of

	The experience should not include migrating the data from the older version of the DMS to the newer version, or the experience of migrating the data to the older version(s) of the DMS.	implementing multiple versions of the proposed DMS
Criteria 2 –Non-performing Contracts and Litigation		
1.	<p>Bidder, technology partner and consortium partner shall furnish documentary evidence to demonstrate that-</p> <p>(a) Each party should not have any blacklisting, poor performance, and/or project cancellation without completion history in capacity of bidder, consortium partner, or technology provider.</p> <p>(b) Financial implications of all pending litigation shall in total not exceed 10% of the Bidder’s net worth.</p> <p>(c) Failure to sign a contract after receiving a notice of award has not occurred in the past 5 years.</p>	Undertaking to be provided by all parties involved in the bid.
Criteria 3 – Performance Capability		
1.	Technology Competence –The technology provider should have multi-dimensional contribution experience in the base platform (proposed version), which should be directly verifiable in the code repository on internet, contribution experience should cover development of multiple modules and managing end user experience through documentation, walkthrough videos, etc. Necessary details to be provided as per the format provided in the Annexure.	Annexure - 3
2.	Required certifications -The bidder shall have ISO 9001:2015, 20000-1:2018, & 27001:2013.	Annexure - 5
3.	Authorization: Bidder should also have bid specific authorization for the proposed hardware stack.	Annexure – 2B
4.	The bidder (or the technology partner, if bidder is collaborating with the technology partner or consortium) should have software development/ Installation and service experience in the system analysis, design, development, implementation, and maintenance of proposed DMS and other required solutions to meet the OAIS & ISO 16363 based trusted repository framework requirements. Technology provider must have installation experience for proposed DMS version having at least 1 crore pages and user load of around 15000 plus users directly in Govt./Educational Institutions/Private/Others. Internet URL of quoted instances with copies of orders/certificates should be submitted.	Annexure - 4

5.	<p>Authorization – Bidder or technology partner/consortium should be at least in the registered service provider category of the base open source DMS platform used for the Courts or case files management system .Necessary documents confirming provider’s status since more than a year should be part of the bid response which may be cross verifiable on the website of proposed DMS platform independently by the High Court’s Bid Evaluation committee.</p>	Annexure – 2A
6.	<p>Functional standard -Required solution stack is expected to manage disposed and current case files along with the Paperless Court solution. The proposed Case files management system should be developed using Angular, Node, and modern Java spring boot technologies with completely independent front and backend applications. The court would like the freedom to develop its custom applications using REST APIs of Case file Management System's backend application in the future. Hence the Bidder/Consortium/technology provider must comply with the following requirements</p> <ol style="list-style-type: none"> 1.1. The proposed DMS should have an integrated Paper less Court solution complying with 100% requirements defined in the specifications. 1.2. The proposed DMS should have an integrated capture workflow to manage the entire lifecycle of digitizing case files that cover: <ol style="list-style-type: none"> 1.2.1. Digitization of records received on counter 1.2.2. Digitization of Disposed of case files 1.2.3. Digitization of Pending case files 1.2.4. Capture workflow should be tightly integrated with the proposed DMS for seamless data transfer in both directions. 1.2.5. Bidders must refer specifications in the section of the functional specification <p>The technology provider should be able to demonstrate integration between NIC’s CIS and proposed DMS version with the paperless Court solution and Capture workflow, where it should demonstrate seamless capture of records from CIS in the DMS along with all relationship and real-time display of cause list data at at-least one high court. Necessary documentation and reference substantiating this claim to be part of the bid.</p>	Annexure-6

Criteria 4-Financial Status:

2.	<p>Turnover: Minimum average annual turnover of at least of Rs. 5 crore, at least Rs. 2.25 Crore of which should be from Service Contracts, calculated as total certified payments received for contracts in progress or completed, within the last 3 years, and Turnover Information along with documentary evidence in support shall be furnished as Annexure-1 – Financial Status. The turnover information shall be furnished with Chartered Accountant certificate only.</p>	Annexure-1
3.	<p>Financial Viability</p> <p>(a) The average coefficient of Current ratio (Current Assets / Current Liabilities): Greater than 1</p> <p>(b) The average coefficient of Debt ratio (Total Debt / Total Assets): Less than 50%</p>	Valid C.A. Certificate must be annexed
4.	<p>Financial Liquidity: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts.</p> <p>The net worth: The Net worth of Bidder firm (or principal of authorized representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 3 years.</p>	Valid C.A. Certificate must be annexed

Note: -

- **The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with them will be eligible for technical evaluation.**
- **All the document should be placed only in this (as listed in this clause) order and an index be provided separately.**
- **The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid. All supporting documents must be clearly visible and readable.**

7. BID FORMAT :

The tender is of Two Cover Bid Proposal which consists of Technical and Commercial Bids– to be submitted separately by the bidder on or before the specified date and time, in e-Procurement Portal in relevant fields only. No manual submission or uploading of commercial bids in any other format is permissible. Manual submission/uploading commercials in any other format are liable for rejection.

(a) Technical Bid:

All the technical Specifications - bidder shall specify the technical parameters in the compliance sheet along with description on how application is complying with the requirements and screenshots of the functionality. Words like "Comply", "Compliance", "Yes" Or "No" shall not be used in isolation. In Support of technical parameters, the bidder shall upload a datasheet, technical brochure which shall be part of respective annexures and are required for needful scrutiny. **Uploading of all applicable annexure is mandatory.**

(b) Commercial Bid:

Bidder shall upload his offer per unit inclusive of taxes, GST, all taxes, freight & forwarding, etc., in respective commercial column fields in e-procurement portal only,

including for the said period of warranty. Bidder shall not upload the commercial document in any form other than entering the unit price offers in relevant fields of the e-Procurement portal.

- 8. Unresponsive Bids:** Bids with incomplete documentation will be treated as non-responsive and summarily be rejected. Bidders are hereby directed to ensure that all documentation/supporting documentation in support of qualification criteria, testimonials, etc., is complete and submitted as part of the Bid.
- 9. Performance Bank Guarantee(PBG):** The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee from any nationalized bank for an amount equivalent to 10% of the total price as quoted in the commercial bid within 15 days of issue of LOI order valid for the period of contract + 3 months. Else, as per the EMD Clause/Amount would be revoked/forfeited/debarred to participate for one year.
- 10. Validity of the Bid:** The bid validity is 180 days from the date of opening the Technical Bid.
- 11. Forfeiture of the Earnest Money Deposit (EMD)/debarred to participate for one year:**
 - a. If the bidder withdraws his bid during the period of bid validity or violates EMD Declaration as per **Annexure-8**.
-OR-
 - b. In case of successful bidder fails to execute the agreement and furnish the Performance Bank Guarantee (PBG) within 15 days from the date of issuing of the purchase order.
- 12. Unsuccessful bidder's Earnest Money Deposit (EMD):** If EMD amount is paid, refund will be initiated in the e-Procurement portal as early as possible after the validity of tender/RFP or within 30 days of signing of contract with successful bidder.
- 13. Successful bidder's Earnest Money Deposit (EMD):** If EMD amount is paid, it will be discharged upon the bidder furnishing the Performance Bank Guarantee (PBG) as per other compliances of Supply, Installation, Configure and commissioning, etc., Refund of EMD of Successful bidder will be initiated if deposited on completion of Installation and submission of all installation reports, invoice and on furnishing PBG (Performance Bank Guarantee).
- 14. Presentations (Mandatory):** The High Court of Uttarakhand shall call the shortlisted eligible Bidders (whose bid is found responsive) to provide a presentation of their Proposal. The presentation be prepared in light of Technical Evaluation Criterion that is for which specific marks shall be assigned during Technical Bid Criterion.
- 15. Site not ready:** In case it is found that the site is not ready for delivery and installation, the Office head of the respective court complex will make arrangements to accept the material into stock, test the items and certify for further needful steps in written documentation under proper acknowledgment.
- 16. Tax/Currency Rate Variation:** High Court of Uttarakhand is not responsible for variation in tax structure or foreign currency exchange rates, after submission of the bid.
- 17. Applicable Rules:** This tender is processed following the Uttarakhand Procurement Rules, 2017 and amendments therein.
- 18. Submission, Receipt and Opening of Bids Time Lines:** The original proposal shall be uploaded in the e-procurement portal of the Government of Uttarakhand on or before the due date. Tentative dates are as per TIS.

19. Amendment of Tender Document

At any time prior to the last date for receipt of bids, the High Court of Uttarakhand, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on e-procurement portal <https://www.uktenders.gov.in> and should be taken into consideration by the prospective agencies while preparing their bids.

20. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the High Court of Uttarakhand, shall be written in English/Hindi language.

21. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

- 21.1 Earnest Money Deposit (EMD) in the form of a Demand Draft/Bankers Cheque/Bank Guarantee/Fixed Deposit Receipt of a Scheduled/Nationalized Bank
- 21.2 Eligibility Criteria Forms mentioned in the Eligibility Criteria Table
- 21.3 Technical Bid
- 21.4 Financial Bid
- 21.5 Power of Attorney executed by the Bidder in favor of the tender calling authority or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (As per eTender)
- 21.6 Self-Declarations as requested
- 21.7 Document of proof as requested in the all the Schedules & the Annexure.

22. Bid Prices

- 22.1 The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the Equipment / Services, proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.
- 22.2 In absence of above information as requested in, a bid may be considered incomplete and be summarily rejected.
- 22.3 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 22.4 The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying support for installing, commissioning, freight & forwarding. Any modification/change in the quoted price is not allowed after the submission of the bid.
- 22.5 The rate quoted by the bidder should be valid for 6 months from the contract award date, in case the High Court of Uttarakhand decides to procure/place an order for additional quantity of IT infrastructure within 6 months from the contract award date.
- 22.6 The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work & the BOQ is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the High Court of Uttarakhand. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements i.e. Technical specifications, Equipment sizing, Technical Architecture etc. are to be made to meet the goals of the High Court of Uttarakhand, all such changes shall be carried out within the current price without any impact to the High Court of Uttarakhand .

23. Last Date for Receipt of Bids

Bids will be received by the High Court of Uttarakhand at the address specified under Section I – Invitation for Bids through eTender Portal, no later than the time and date specified in Section I -Invitation for Bids. In the event of the specified date for the receipt of Bids being declared a holiday for the High Court of Uttarakhand, only hard copy of EMD and Tender Fee will be received up to the appointed time on the next working day.

24. Late Bids

Any bid received by the High Court of Uttarakhand after the last date and time for receipt of bids prescribed by the High Court of Uttarakhand, pursuant to Section I - Invitation for Bids, will be rejected.

25. Modification and Withdrawal of Bids

25.1 No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

25.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

26. Address for Correspondence

The Bidder shall share the official mailing address, place and fax number to which all correspondence shall be sent by the High Court of Uttarakhand.

27. Contacting the High Court of Uttarakhand

27.1 No Bidder shall contact the High Court of Uttarakhand on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

27.2 Any effort by a Bidder to influence the High Court of Uttarakhand bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

28. Local Conditions

28.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the site which would have any effect on the performance of the contract and / or the cost.

28.2 The Bidder is expected to make a site visit to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

28.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

28.4 The bidder and any of its personnel or authorized agents will be granted permission by High Court of Uttarakhand to enter its facilities at various locations for the purpose of such visits, but only upon the condition that the bidder, its personnel, and authorized agents, will indemnify the High Court of Uttarakhand from and against all liability in respect thereof, and will be responsible for any loss of or damage to property/manpower, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk, peril, cost and liability undertake site visits to designated facilities in the state.

29. Sub-Contracting will not be allowed.

30. Overall Evaluation Methodology and Award Criteria

The Technical bid will be opened by Bid opening and Evaluation Committee (BEC) in the e-Procurement portal. Further commercial bids of technically qualified bidders will be opened in e-portal as per the rules by Bid opening and Evaluation Committee (BEC). The successful

bidder will be determined based on the marking assigned using following criteria and arriving at lowest bidder using mechanism shared in **Annexure - 12**. Evaluation method will have following features:

- a. A minimum of technical score of 70% is required for technical qualification and further evaluation in commercial bid.
- b. Financial Bid variation of more than 40% of average quote of successful bidders shall be considered as non responsive.

- 31. Award of Contract:** The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive with reasonableness and the Best Value Bid. The decision of the High Court of Uttarakhand is final in this regard.

SECTION-III GENERAL AND SPECIFIC CONDITIONS OF CONTRACT

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1** "The High Court" means High Court of Uttarakhand at Nainital.
- 1.2** "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the High Court of Uttarakhand .
- 1.3** "Representative of High Court of Uttarakhand" means the person or the persons appointed by the High Court of Uttarakhand from time to time to act on its behalf for over all co-ordination, supervision, and project management including High Court of Uttarakhand Technical Representative.
- 1.4** "Technology Provider/OEM" means the Original Equipment Manufacturer of any equipment / system /software / product that is providing such goods/solution to the Bidder under the scope of this Tender / Contract.
- 1.5** "Bidder/Bidder's Representative/Project Coordinator" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.6** "Parties" means the High Court of Uttarakhand and the Bidder and "Party" means either of the Parties.
- 1.7** "Contract" means the Agreement entered into between the Bidder and the High Court of Uttarakhand as recorded in the Contract form signed by the High Court of Uttarakhand and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 1.8** "Acceptance of Tender" means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.
- 1.9** "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by High Court of Uttarakhand).
- 1.10** "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the High Court of Uttarakhand 's legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
 - 1.10.1 is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - 1.10.2 is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;

- 1.11** "System" means all of the goods or services, if required under the scope of this contract together as an integrated solution.
- 1.12** "Commissioning of System": The system shall be deemed to have been commissioned, when all the activities as defined in the Scope of Work have been successfully executed and completed.
- 1.13** "Acceptance of System": The system shall be deemed to have been accepted by the High Court of Uttarakhand, subsequent to its commissioning, when all the activities as defined in Section IV - Scope of Work have been successfully executed and completed.
- 1.14** "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or micro film or computer-generated micro fiche.
- 1.15** "Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.16** "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.17** "Kick Off Meeting" means a meeting convened by the High Court of Uttarakhand to discuss and finalize the work execution plan and procedures with the Bidder.
- 1.18** "Service" means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract including the goods.
- 1.19** "Service Specification" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications affecting the work or any additional specification required to be produced by the Bidder to meet the design criteria.
- 1.20** "The Contract Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- 1.21** "Delivery of System" shall be deemed to have completed when the Delivery of all the goods/items under the proposed bill of material has reached the designated Data Center Site for installation.
- 1.22** "Notice" means: notice; or consent, approval or other communication required to be in writing under this Contract.

2. Representations & Warranties

In order to induce the High Court of Uttarakhand to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 2.1** That the Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the High Court of Uttarakhand under this contract.
- 2.2** That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- 2.3** That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- 2.4** That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed,

- procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- 2.5 That the Bidder shall use such assets of the High Court of Uttarakhand as the High Court of Uttarakhand may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - 2.6 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
 - 2.7 That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
 - 2.8 That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
 - 2.9 That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied Infrastructure to meet the requirements of the applications.

3. Scope of Contract

- 3.1 The work under this contract shall include the furnishing of all labor, tools, power supply points and equipment etc for performing all work required for the installation, termination, testing Operation, execution and Maintenance of entire A to Z activities in this regard.
- 3.2 If any services, functions or responsibilities not specifically described in this Contract, are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.
- 3.3 The High Court of Uttarakhand reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant as mentioned in eTender.

4. Key Performance Measurements

- 4.1 Unless specified by the High Court of Uttarakhand to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in this Tender.
- 4.2 The High Court of Uttarakhand reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

5. Commencement and progress

- 5.1 The Bidder shall be subject to the fulfillment of the condition's precedent set out as mentioned in eTender, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
- 5.2 The Equipment's supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

6. Bidder's Obligations

- 6.1** The Bidder's obligations shall include end to end setup and execution of E-Court Solution at High Court of Uttarakhand with manpower as an integral solution including but not limited to covering associated Hardware and Software as specified by the High Court of Uttarakhand in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable the High Court of Uttarakhand to meet their objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 6.2** The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.
- 6.3** The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the High Court of Uttarakhand in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 6.4** The Bidder shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the High Court of Uttarakhand and shall, at all times, support and safeguard the High Court of Uttarakhand's legitimate interests in any dealings with Third Parties.

7. High Court of Uttarakhand's Obligations

- 7.1** The High Court of Uttarakhand's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. High Court of Uttarakhand shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the High Court of Uttarakhand is proper and necessary.
- 7.2** High Court of Uttarakhand shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications along with data sheets related to Installation of Infrastructure/material required to be provided as part of the Scope of Work.
- 7.3** The High Court of Uttarakhand's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

8. Bidder's Representative

- 8.1** The Bidder's representative shall have all the powers requisite for the performance of services under this contract. The Bidder's Representative shall liaise with the High Court of Uttarakhand's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full cooperation to High Court of Uttarakhand's representative in the manner required by them for supervision/inspection/observation of the material, procedures, performance, reports and records pertaining to the works.
- 8.2** The High Court of Uttarakhand's representative upon receipt of request from the Bidder intimating commencement of installation at the designated Sites shall give to the Bidder access to as much of the Sites as may be necessary to enable the Bidder to commence and proceed with the installation in accordance with the timeline of work.

9. Adherence to safety procedures, rules regulations and restrictions

- 9.1** Bidder shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by High Court of Uttarakhand shall be applicable in the performance of this Contract and Bidder shall abide by these laws.

- 9.2** Bidder shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. High Court of Uttarakhand's employee also shall comply with safety procedures/policy.
- 9.3** The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 9.4** Bidder shall also adhere to all security requirement/regulations of the High Court of Uttarakhand during the execution of the work.

10. Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep High Court of Uttarakhand indemnified in this regard.

11. High Court of Uttarakhand's Right of Monitoring, Inspection and Periodic Audit

- 11.1** The High Court of Uttarakhand reserves the right to inspect and monitor/assess the progress/performance/maintenance of the delivered ongoing work at the mentioned sites at any time during the course of the Contract, after providing due notice to the Bidder. The High Court of Uttarakhand may demand and upon such demand being made, the High Court of Uttarakhand shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 11.2** The High Court of Uttarakhand shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the High Court of Uttarakhand and the Bidder undertakes to cooperate with and provide to the High Court of Uttarakhand / any other Bidder appointed by the High Court of Uttarakhand, all documents and other details as may be required by them for this purpose.

12. Intellectual Property Rights

High Court of Uttarakhand shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

13. Information Security

- 13.1** The Bidder acknowledges that High Court of Uttarakhand's business data and other proprietary information or materials, whether developed by High Court of Uttarakhand or being used by High Court of Uttarakhand pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to High Court of Uttarakhand ; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The Bidder shall use such information only for the purpose of performing the said services.

13.2 The Bidder shall, upon termination of this agreement for any reason, or upon demand by High Court of Uttarakhand, whichever is earliest, return any and all information provided to the Bidder by High Court of Uttarakhand, including any copies or reproductions, both hardcopy and electronic.

14. Ownership and Retention of Documents

14.1 The High Court of Uttarakhand shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.

14.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the High Court of Uttarakhand, the Bidder shall deliver to the High Court of Uttarakhand all Documents provided by or originating from the High Court of Uttarakhand and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the High Court of Uttarakhand at no additional cost. The Bidder shall not, without the prior written consent of the High Court of Uttarakhand store, copy, distribute or retain any such Documents.

15. Ownership of Equipment/licenses

15.1 The High Court of Uttarakhand shall be the owner of the Infrastructure, equipments, design, data etc, supplied by the Bidder arising out of or in connection with this Contract except instruments for scanning.

15.2 All the Licensees should be in the name of High Court of Uttarakhand at Nainital.

15.3 Licenses should be perpetual in nature with major security and upgrades provided to the Tendering Authority with perpetual rights to use the software during the project period.

15.4 Note: All the equipment's (Hardware, Software etc.) should be OEM certified.

16. Indemnity

16.1 The Bidder will indemnify the High Court of Uttarakhand from and against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. High Court of Uttarakhand /User department stand indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. High Court of Uttarakhand/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfillment of the purchase orders.

16.2 The Bidder shall execute and furnish to the High Court of Uttarakhand, a Deed of Indemnity in favor of the High Court of Uttarakhand in a form and manner acceptable to the High Court of Uttarakhand, indemnifying the High Court of Uttarakhand from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

16.2.1 Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party in connection with or incidental to this Contract; or

16.2.2 Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.

16.3 The indemnity shall be to the extent of 100% in favor of the High Court of Uttarakhand and would be in conjunction to as mentioned in eTender of this section.

17. Confidentiality

17.1 The Bidder shall not use Confidential Information, the name or the logo of the High Court of Uttarakhand except for the purposes of providing the Service as specified under this contract.

17.2 The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the hardware architecture or network architecture, High Court of Uttarakhand's business or operations without the prior written consent of the High Court of Uttarakhand.

18. Warranty

18.1 Warranty and Annual Maintenance support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract.

18.2 Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.

18.3 The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support at least for next 5 Years from the date of launch; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

18.4 In case of issues with provided equipment's, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the High Court of Uttarakhand may have against the Bidder under the Contract.

19. Stipulated Time Schedule

The bidder has to follow the given timelines on award of the contract. The key milestone dates

("critical dates") and attached penalty clauses are mentioned in the below table.

T= Date of Issuance of Work Order.

Delivery and Implementation Timelines		
S.No.	Activity	Timelines for the completion of activity
1	Site survey, Solution Design, Preparation & Acceptance	Max (T + 10 Days)
2	Implementation of Pilot	Max (T + 45 Days)
3	Implementation and Go Live of Complete Setup at Uttarakhand High Court	Max (T + 90 Days)

20. Prices

20.1 Price quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. High Court of Uttarakhand however reserves the right to review the charges payable for the Maintenance and Management of the Infra structure t the beginning of each year or at any time at the request of High Court of Uttarakhand whichever is earlier to incorporate downward revisions as applicable and necessary.

20.2 If at any time during the period of contract, the Bidder offers services similar in nature to any other customer or if the OEM offers the Bidder its products, at prices lower than those chargeable under this contract; he shall notify the same to the High Court of Uttarakhand and extend such reduced prices to the High Court of Uttarakhand with immediate effect.

21. Change Orders/Alteration/Variation

Regarding change order, a Change Management Board comprising of representative from bidder and High Court of Uttarakhand shall be formed and details thereof shall be mutually finalized and will be the part of contract.

22. Transit and Store Risks

Any damage during transit or at the time of storage in the premises of High Court of Uttarakhand due to whatsoever reason, cost shall be borne by the successful bidder.

23. Suspension of Work

The Bidder shall, if ordered in writing by the High Court of Uttarakhand's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.

24. Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in as mentioned in eTender are fulfilled to the satisfaction of the High Court of Uttarakhand

25. Event of Default by the Bidder

25.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:

25.1.1 The Bidder has failed to perform any instructions or directives issued by the High Court of Uttarakhand which it deems proper and necessary to execute the scope of work under the Contract, or

25.1.2 The Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Contract, or if the Bidder has fallen short of matching such standards/targets as the High Court of Uttarakhand may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the High Court of Uttarakhand;

25.1.3 The Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the High Court of Uttarakhand, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the High Court of Uttarakhand ; or

25.1.4 The Bidder's Team has failed to conform with any of the Service/ Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the High Court of Uttarakhand during the term of this Contract and which the High Court of Uttarakhand deems proper and necessary for the execution of the scope of work under this Contract

25.1.5 The Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract

25.1.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.

25.1.7 The Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

25.2 Where there has been an occurrence of such defaults inter alia as stated above, the High Court of Uttarakhand shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of 15 days to enable such defaulting party to remedy the default committed.

25.3 Where despite the issuance of a default notice to the Bidder by the High Court of Uttarakhand the Bidder fails to remedy the default to the satisfaction of the Bidder, the High Court of Uttarakhand may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the High Court of Uttarakhand.

26. Consequences of Event of Default

26.1 Where an Event of Default subsists or remains uncured the High Court of Uttarakhand may/shall be titled to impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by the High Court of Uttarakhand and the Bidder or through a third party acceptable to both the parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.

26.2 The High Court of Uttarakhand may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:

26.2.1 shall specify the nature of the failure; and

26.2.2 shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

26.3 Terminate the Contract in Part or Full.

26.3.1 Retain such amounts from the payment due and payable by the High Court of Uttarakhand to the Bidder as may be required to offset any losses caused to the High Court of Uttarakhand as a result of such event of default and the Bidder shall compensate the High Court of Uttarakhand for any such loss, damages or other costs, incurred by the High Court of Uttarakhand in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

26.3.2 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the High Court of Uttarakhand under law.

27. Termination

27.1 The High Court of Uttarakhand may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice in 15 days advance indicating its intention to terminate the Contract under the following circumstances:

27.1.1 Where the High Court of Uttarakhand is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

27.1.2 Where it comes to the High Court of Uttarakhand's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the High Court of Uttarakhand, in relation to any of terms of the Bidder's Bid, the Tender or this Contract.

27.1.3 Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the High Court of Uttarakhand shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder/System Integrator, and to ensure business continuity

27.2 Termination for Insolvency: The High Court of Uttarakhand may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court of Uttarakhand.

27.3 Termination for Convenience: The High Court of Uttarakhand , may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Court of Uttarakhand 's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.4 The Bidder may, subject to approval by the High Court of Uttarakhand , terminate this Contract before the expiry of the term by giving the High Court of Uttarakhand a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

28. Consequences of Termination

28.1 In the event of termination of this contract due to any cause whatsoever, the Bidder shall be blacklisted and the engagement with stand cancelled effective from the date of termination of this contract.

28.2 In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the High Court of Uttarakhand shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the High Court of Uttarakhand and/or the successor Bidder/System Integrator, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

28.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the High Court of Uttarakhand through re-determination of the consideration payable to the Bidder as agreed mutually by the High Court of Uttarakhand and the Bidder or through a third party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the High Court of Uttarakhand and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the High Court of Uttarakhand may retain such amounts from the payment due and payable by the High Court of Uttarakhand to the Bidder as may be required to offset any losses caused to the High Court of Uttarakhand as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the Bidder shall compensate the High Court of Uttarakhand for any such loss, damages or other costs, incurred by the High Court of Uttarakhand .Additionally, the subcontractor /

other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the High Court of Uttarakhand and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this Contract.

28.4 Nothing herein shall restrict the right of the High Court of Uttarakhand to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the High Court of Uttarakhand under law.

28.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

29. Penalty

Ongoing performance and service levels shall be as per parameters stipulated by the High Court of Uttarakhand in this contract, failing which the High Court of Uttarakhand may, at its discretion, impose Penalties on the Bidder as defined in Service Level Agreement of the Tender document.

30. Liquidated Damages

30.1 If the Bidder fails to complete the entire work before the scheduled completion date or the extended date or if the Bidder repudiates the Contract before completion of the Work, the High Court of Uttarakhand may without prejudice to any other right or remedy available to the High Court of Uttarakhand as under the Contract.

30.2 Terminate the contract or a portion or part of the work thereof. The High Court of Uttarakhand shall give 15 days notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 15 days notice period, the Bidder initiates remedial action acceptable to the High Court of Uttarakhand.

30.3 The High Court of Uttarakhand may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the High Court of Uttarakhand's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

30.4 Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

31. Dispute Resolution

31.1 The High Court of Uttarakhand and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

31.2 If, after 15 days from the commencement of such direct informal negotiations, the High Court of Uttarakhand and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution

31.3 That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, any person appointed on mutual consent shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The firm shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Nainital.

31.4 The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

31.5 The Arbitration proceedings shall be held in Nainital, India.

- 31.6** The Arbitration proceeding shall be governed by the substantive laws of India.
- 31.7** The proceedings of Arbitration shall be in English language.
- 31.8** If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 31.9** The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties.
- 31.10** The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

32. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

33. Governing Language

The Agreement shall be written in English language. Such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English/Hindi language only.

34. Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the High Court of Uttarakhand first gives the Bidder its written consent.

35. Force Majeure

35.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

35.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The High Court of Uttarakhand will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

35.3 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

36. General

36.1 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the High Court of Uttarakhand.

36.2 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

36.3 Governing Law

This Contract shall be governed in accordance with the laws of India.

36.4 Jurisdiction of Courts

The Court situated in Nainital Shall have exclusive jurisdiction to determine any proceeding in relation to this Contract.

36.5 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

36.6 Waiver

36.6.1 Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

36.6.2 A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

36.6.3 The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

36.7 Modification

Any modification of this Contract shall be after mutual agreement in writing and signed by authorized representatives of each Party.

36.8 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

37. Uttarakhand Procurement Rules and IT Act 2008

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in Uttarakhand Procurement Rules and IT Act 2008 (Amendment) Act 2008 herein after referred to as ITAA 2008.

38. Responsibility of the Successful Bidder:

a) Pilot Testing: The **Service provider will conduct a pilot of the Digitization process and Paperless Court Solution for fresh filing and pending for hearing cases for nearly one month.** The volume of pages for pilot is about 1,00,000 pages. 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, care of original artefact and Paperless working of Court.

b) Implementation of technology solution and digitization of disposed, pending and current case records within 6months and provide entire end to end execution of paperless (eCourt) in two Courts of this High Court for next 5 years(from the beginning of project)

and provide technical support for the solution implemented for 5 years from the implementation date.

- c) Successful Bidder must execute the agreement within 15 days from the date of issuance of purchase order on behalf in the form approved by the High Court of Uttarakhand. Draft undertaking by participant/ Bidder is at **Annexure-15** and is to be uploaded at the time of submitting technical documents. SLA Draft Service Level agreement SLA is placed at **Annexure-41** within 15 days from the date of issuance of the purchase order.
- d) The successful bidder shall supply solution and services as per functional and technical specifications provided in this RFP.

39. Reports: Reports to be collected from the Court Location by the successful bidder – After Supply, Installation, Configure and Commissioning of **solution components and digitization services** at respective Court locations and also Court Locations, the successful bidder shall collect the reports as contemplated in Scope of work of RFP.

40. Termination of contract: High Court of Uttarakhand reserves the right to cancel the contract placed on the bidder if:

- a) The bidder commits a breach of any of the terms and conditions.
- b) The bidder goes into liquidation voluntarily or otherwise.
- c) The service is found unsatisfactory during the warranty period.
- d) If the bidder fails to attend the warranty calls in time as contemplated in SLA.
- e) The bidder fails to supply as per stipulated time period from the date of issuance of PO.

41. Variation in Quantity: The quantity of items to be procured is indicative. If an additional requirement arises, the bidder is required to supply at the agreed rates during the period of one year from the date of agreement for the implementation of the future requirements in the Project.

42. PAYMENT AND PENALTY:

(a) Payment: The payment terms shall be as follows:

- i. **Successful completion of the pilot shall be the prerequisite for going ahead with the remaining contract and any payment for this contract will be released only on successful completion of pilot.**
- ii. Payment shall be processed in full on receipt of the Supply, installation, and working satisfactory reports as referred in Clause-5 (Scope of work) and PBG Clause of RFP.
- iii. High Court of Uttarakhand is entitled to make recoveries of GST, TDS, and penalties as per clause, excess payment, and applicable taxes from bidder's invoice if lawfully needed.
- iv. High Court of Uttarakhand is not liable to pay additional Taxes in the event of a change in the Tax structure. In the event of raise in Tax structure, the bidder shall absolve all the applicable taxes.
- v. The bidder shall submit the project completion certificate in the proper manner required by this office. Incomplete submission of the completion certificate will delay the payment.
- vi. The bidder may be asked to submit separate or consolidated invoices/bills of different components/activities.
- vii. After successful completion of Pilot, the payment can also be released in advance (subject to approval of Competent Authority) in case of year end exigency/financial year end/any unavoidable circumstances etc. In such cases the successful bidder has to submit unconditional Bank Guarantee of equal amount in this Hon'ble Court in favour of Competent Authority valid upto the contract period.

(b) Penalty for late delivery and installation:

If the vendor fails to rectify the breach of this agreement within the reasonable period and/or the period specified by the officers of HIGH COURT, the vendor shall be liable for a penalty in the following manner:

- i.** Deduction of payment to be calculated as the penalty of up to 10% of the billed amount for that month, in case the vendor fails to scan a minimum number of earmarked pages (minimum 50000) per day, as specified by the officers of HIGH COURT. However, the aforesaid penalty shall be imposed upon the vendor after granting it an opportunity within turnaround time to rectify the lapse and/or
- ii.** In case of a material breach of the agreement by the vendor, the matter shall be placed before the Competent Authority for consideration, and necessary action and the decision of the Competent Authority shall be final and binding upon the vendor. For instance, loss of Document by the vendor, unauthorized access/storage/transfer of data, or Document shall amount to a material breach of this agreement.
- iii.** If it is found at any time during the currency course of the agreement, inclusive of the extension period, that the scanning/digitizing, indexing, storing, or retrievable has not been done following the agreed terms and conditions of this document, the HIGH COURT shall be entitled to withhold release of any payment to the vendor and may Invoke forfeiture of the performance bank guarantee.
- iv.** The Tenderer will be required to digitize a minimum of the number of pages as may be fixed by the HIGH COURT from time to time. The staff of the Registry of the High Court will do random checking of the work undertaken and executed by the vendor, and in the event it is found that the vendor has failed to execute or complete the minimum decided Volume of work, HIGH COURT may impose penalty as per penalty/risk purchase clause.
- v.** The penalty may also be imposed for poor scanning, failure to scan the required number of pages, if the vendor stops, slows down, or otherwise disrupts the normal workflow during the contractual period.
- vi.** The initial term period of this contract is for 18 months which may be further extended up to 05 (five) years on same rates on an annual basis subject to the discretion of the Competent Authority of HIGH COURT.
- vii.** Continuance of the contract and payment of the work done shall be subject to evaluation of satisfactory performance by such officers of HIGH COURT, who are nominated by the Competent authority for regular as well as random checking and further subject to the vendor fulfilling all the terms and conditions of the contract.
- viii.** After the completion of the project on the site, the actual payment will be based on the actual quantity utilized by way of a joint survey report of an authorized technical person from the Court and company representative, duly counter signed by the senior-most Judicial Officer of the respective site.

43. Taxes

- 43.1** Income tax/GST/TDS as the case may be, shall be deducted at source by High Court of Uttarakhand from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by High Court of Uttarakhand to the Bidder for any tax deducted at source.
- 43.2** The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST and all Income Tax levied under Indian Income Tax Act –1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the High Court of Uttarakhand under the Contract. The amount of tax withheld by the High Court of Uttarakhand shall at all times be in accordance with Indian Tax Law and the High Court of Uttarakhand shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.
- 43.3** If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the High Court of Uttarakhand. In case of increase in taxation, High Court of Uttarakhand shall pay the tax as applicable.
- 43.4** The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 43.5** The High Court of Uttarakhand shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

44. SERVICE LEVEL AGREEMENT (SLA)

- 44.1 Quality Checking :** If at the time of Quality checking of record which has been scanned by the Digitization Vendor, it is found that there is a variation in the actual physical file and the scanned document, then a penalty of Rs. 500 per case shall be levied. If High Court user has marked some rejection and vendor informs that the said rejection has been corrected by them and even then same rejection is being repeatedly reported by High Court user then a penalty of Rs. 600/- in addition to the Rs. 500 per case shall be levied. Corrections should be made by Vendor on same day failing which a penalty of Rs. 100 on per day per rejection shall be levied on Vendor.
- 44.2 Damage to original existing hardcopy documents:** All existing hardcopy documents shall be returned to the Judicial Section in its original condition after converting the document into digital format. Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damages caused to the hard copy documents by the bidder shall attract minimum penalties as mentioned below:

SN	Size of document	Minimum Penalty (Rs. per document page)
1	A4	1000
2	A3	2000
3	A2	3000
4	A1	4000

5	A0	5000
6	Other Artifacts	5000

The above mentioned penalties are minimum penalties and the upper limit shall be decided by High Court as per the severity of the damage and importance of the document.

44.3 Response time on Operational and Warranty Services: During the Operational and warranty period, the following penalties shall be applicable:

Sr. No.	Item	Maximum Resolution Time	Penalty
1	2	3	4
1	Document Management System	1 day	Rs 5,000/- on occurrence and additional Rs 3,000/- per day in delay mentioned in column 3 or part thereof
2	Server	1 day	Rs 5,000/- on occurrence and additional Rs 3,000/- per day in delay mentioned in column 3 or part thereof
3	Any Other IT Hardware Component other than Server (Desktops, LAN, Barcode reader/printer etc.)	2 days	Rs 1,000/- on occurrence and additional Rs 1,000/- per day in delay mentioned in column 3 or part thereof
4	Artifact not returned within Turnaround time	For fresh filing-1 day For Pending for Hearing-3 days	Rs 500/- per day/Case in delay mentioned in column 3 or part thereof
5	Any Hardware or Software issue hampering the working of Paperless Court	2 Hour	Rs. 10,000 per occurrence on delay mentioned in column 3 or part thereof

44.4 Recovery mode of Penalties from the bidder: The penalties during the execution of the project shall be deducted from the payments to be released to the bidder and Performance Security.

44.5 Service Hours and Preventive Maintenance: The Service hours for all the DMS and Paperless Court would be 24x7x365 or as per mutually agreed timeline. The ongoing care and maintenance of all the Systems Installed and other related work shall be carried out on quarterly basis and the service provider shall submit the report in this respect to the Chief System Analyst, High Court of Uttarakhand, at Nainital.

- 44.6 Scheduled Downtime:** Scheduled downtime is defined as the period of time when the hardware/Software is not functioning on account of Holiday/Maintenance. It will be expressed in Hours. The maximum scheduled downtime would be one day in every calendar month. The maintenance of application would be carried out with a minimum advance notice of 24 hours in writing and acceptance of the same by Registrar General, High Court of Uttarakhand.
- 44.7 Mean Time to Resolve (MTTR):** MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time. The Service Provider has to maintain adequate SLA (Service Level Agreement) parameters as mentioned by the Registrar General, High Court of Uttarakhand. Any cost involved to meet the service level requirements specified above is to be borne by the Service Provider. In case the Service Level Requirements are violated continuously for a period of 15 days, the Registrar General, High Court of Uttarakhand reserves the right to terminate the Contract by giving a notice to the Service Provider.
- 45. Privacy & Confidentiality, Integrity Pact:** Bidder shall have to sign the Integrity Pact with the High Court of Uttarakhand.
- 46. Purchase Preference Policies of the Government:** As detailed in the Tender Document, the High Court of Uttarakhand reserves its right to grant preferences/concession/exemption to eligible Bidders under various Government Policies/ directives issued from time to time. However, bidder must submit **Valid Certificate** issued from **Competent Authority** in this regard.
- 47. Training and Capacity Building:** The training should be provided to officials at all levels of hierarchy, i.e. one person from each hierarchy and maximum number of persons may be capped at 20.

SECTION-IV SCOPE OF WORK

Following activities are covered under the scope of work with technical Specifications & functional overview. More details available in **Annexure - 6**

Scanning/Scanned/Scan

1. Converting physical documents into *digital Portable Document Format (PDF)* documents, as per specifications and guidelines mentioned in this RFP.

PDF Compliance

1. This process involves performing various processes/modifications on the digital PDF to comply with different quality parameters and standards as elaborated in Annexures 6.
2. The PDF, which meets the requirements, processes, quality standards, terms, and conditions as specified in Annexures - 6.

Ingestion

1. Entire digitization activities from intake until the final Ingestion into the case, file management system will be performed using the production capture workflow required in this RFP. As part of this process, the service provider will classify images along with Document type-specific metadata generation, portfolio for each classified Document in the batch, i.e., index type, serial number, title, date, page numbers, etc.
2. This process must be performed for all types of files, i.e., Disposed of, Existing Pending case files, and current records received from the counter or online. The output should also comply with PDF specifications. The metadata/indexing parameters e.g. Case type, case number, case year, Petitioner name(s), Respondent name(s), Petitioner advocate name(s), Respondent advocate name(s), District name, Category code, Judge(s) name,

Act/Sections/FIR No/Complaint No, Date of disposal/next date of case etc. shall be filled by the bidder. The above metadata/indexing parameters are only for indicative purpose, they may increase/decrease and will be decided at the time of issuance of work order/agreement.

3. This software should link the PDFs and automatically user-added indexes/bookmarks to make it meaningful, accessible, readable, and dynamically navigable by Hon'ble Judges of the High Court on a special purpose device.

High Court-Interact (E-Court)

1. The E-court solution required in this RFP will help Hon'ble Judges of HIGH COURT replicate the experience of physical court by providing them the view of cases listed for their respective benches on a given day and providing them experience in navigating to case files for Case hearings seamlessly. The vendor has to provide complete end to end solution including creation/implementation and execution of E-Courts.
2. This digital mechanism will mirror the usual comfort in process/practice undertaken by Hon'ble Judges to view, read, dynamically navigate, and compare files.
3. Additionally, this software will provide many other powerful features to assist the Hon'ble Judges in conducting live Court hearings with ease on an SPD, which are otherwise not available while using physical case files.

Integrated Case Files Management Eco-system as per ISO 16363 standard

The solution provider will deliver the Case files management Eco-system as per ISO 16363 standards and guidelines prescribed in this RFP document. Broadly, the solution will manage the following activities during the lifecycle of the case file:

1. Production grade capture workflow
 - a. Digitization of fresh case records received on counter
 - b. Digitization of Disposed of case files
 - c. Digitization of Pending case files
 - d. Extraction and re-organization of existing bookmarked and PDF Portfolio files per E-Court solution's requirements.
 - e. Tight integration with the DMS for seamless data transfer in both directions.
 - f. Re-classify pending cases stored as bookmarked and portfolio PDFs.
2. Enterprise-grade case file management system to manage Disposed and Current case files per specifications provided in this RFP.
3. E-Courts solution as per RFP's specifications to empower case file hearing process without disturbing the existing user experience from physical working.
4. Enterprise-grade Knowledge modeling solution to achieve Artificial Intelligence objectives of the Judiciary as per specifications.
5. Long-term data archival solution as per RFP's specifications. The vendor will also provide end to end support in the process of hosting and archiving the data in Data Centre.
6. Seamless integration among all components creates an optimal experience for the Judiciary and meets target objectives.

Service Provider/Vendor/Tenderer/Bidder/Company

The term Service Provider/Vendor/Tenderer/Bidder/Company - refers to the successful firm finally awarded the contract vides this RFP, pursuant to the usual tendering process.

Set-up/Equipment/Software

1. **Equipment:** Scanners, computers/PCs, mouse, keyboard, monitor, CPU, peripherals, servers, storage, accessories, printers, wires/cables, adaptors, batteries, and every single piece of electronic/electrical/digital equipment installed/brought/used by the vendor in High Court premises after due approval of High Court.
2. **Software:** Software/drivers/services/packages/modules installed on any of the electronic/electrical/digital equipment installed/brought/used by the vendor in High Court premises after due approval of High Court.

Inclusions

1. Inclusions are an index for records received for the ongoing cases.
2. When a case is initially scanned & digitized, all the existing entries in "Index of Contents" are inserted as index/bookmark into Ingestion.
3. After initial scanning/digitization, as and when new documents are filed/added into a case file, their respective index with supporting metadata fields are also to be created in Ingestion via the usual process (as was followed while doing initial scanning/digitization). This process of creating an incremental index/bookmark after initial scanning/digitization is known as "Inclusion."

Faithful Reproduction (of physical case files into digital format):

1. Faithful digital reproductions are digital objects that are optimally formatted and described with a view to their quality (functionality and use-value), persistence (long-term access), and interoperability (e.g., across platforms and software environments).
2. Faithful reproductions meet these criteria and are intended to accurately render the underlying source document concerning its completeness, appearance of original pages (including tonality and color), and correct (that is, original) sequence of pages.
3. Faithful digital reproductions will support legibly printed facsimiles produced the same size as the originals (that is, 1:1).

VI BOQ
COMMERCIAL BID FORMAT

Digitization services price for High Court Records

S. No.	Required	Expected Volume * (pages)	Unit Price (inclusive of GST) (in-figures)	Unit Price (inclusive of GST) (in words)	Weighted Price(inclusive of GST) *** (in figures)	Weighted Price(inclusive of GST) *** (in words)
(1)	(2)	(3)	(4)	(5)	(6)= (3) x (4)	(7)=(3) x (5)
(i)	Digitization of Pending case files - cumulative flow for - Scanning, QC, OCR, Accessibility, Ingestion, Case file Metadata creation, portfolio including necessary hardware (<i>Mentioned below</i>)and Entire end to end support for execution of 2 paperless court/eCourt for 3 years for paperless/eCourt Solution as mentioned below.	1,00,00,000				
(ii)	Processing of existing scanned/digitized case files available in the old version of DMS. Processing includes migration of existing data into new version with indexing, bookmarking etc., as per structure and requirement of new DMS	1,32,00,000 (approx 80,000 files)				

	and Court.					
(iii)	Production Capture Workflow solution, Case files management System and E-Courts solution with active-passive failover clustering, AI-based Knowledge Modeling solution, Dark Archive Solution for long-term data archival, Integration among concerned application components and installation/commissioning of all the components with technical support (onsite/remote) for the above solution for 5 years.					
Weighted Total**						

LIST OF HARDWARE FOR PAPERLESS/ECOURT SOLUTION		
SN	DESCRIPTION OF HARDWARE	UNITS
1	Supply, installation and commissioning of 2U/1U Rack Server for Deployment DMS (Detailed specifications mentioned at Annexure – A)	2
2	Supply, installation and commissioning Online UPS Minimum 10KVA/10KW (Detailed specifications mentioned at Annexure – B)	1
3	Supply, installation and commissioning of Wacom Cintiq Pro (minimum 24 inches) Creative Pen Display (4k, touch with stylus/ interactive pen) with CPU for view- ing/running E-Court Solution in the Court for Hon’ble Bench and suitable interac- tive devices for Advocates/Bench Secretary (Detailed specifications of CPU mentioned at Annexure – C)	4
5	50TB usable (SSD based) unified storage with protection and recovery solutions	2
6	DSC token Class-III/eSign etc.for QC team of High Court	Min 10

Section VI
Check List

Bidders kindly notice that the documents/certificates/declarations and lists etc. related to the tender should be clear and legible. All the relevant documents must be submitted in the following order as shown in the check list below and should be properly marked with core responding page number thereof. Non-compliance of the same will lead to disqualification and participation will be rejected out rightly and no correspondence will be entertained in this regard.

SN	PARTICULARS	PAGE NUMBER (From.....To.....)
1.	Tender Fee (Demand Draft) of Rs. 4,720/- (Four Thousand Seven Hundred Twenty Only) (Non-refundable) payable in the name of “Registrar General, High Court of Uttarakhand, Nainital” payable at Nainital. Original copy of DD should be submitted in separate envelope before last date/time of submission of tender.	
2.	EMD of Rs. 10,00,000/- (Ten Lakh only) in the form of DD/BG/FDR. Original copy of EMD should be submitted in separate envelope before last date/time of submission of tender.	
3.	Document with respect to Financial Viability, information shall be furnished with Chartered Accountant certificate only. Balance sheets are not required.	
4.	Document with respect to Authorization showing Bidder as a registered service provider of the base open source DMS platform which will be used for the e-Courts & case files management system or the technology provider with such credentials should issue RFP specific support letter to the bidder. Necessary documents confirming such status should be part of the bid response.	
5.	Authorization of OEM for the proposed major hardware stack.	
6.	Documents with respect to DMS Proven History showing that the proposed DMS should be a regular product having a proven history and track record.	
7.	Documents showing that the technology partner should have undertaken	

	directly or through its partners have executed required project on the proposed DMS version (on Angular, Node, and Java springboot technologies) for the High Courts or Supreme Court etc.	
8.	Documents showing proven relationship between system integrator and technology provider	
9.	Documents showing office address with phone numbers, fax number, mobile number and name of the contact person.	
10.	Certificate of average turn over to the tune of at least Rs. 50 Lakh in last 3 consecutive years, duly certified by C.A. (Certificate from CA be attached. Please do not attach Balance Sheets)	
11.	PAN of the firm (Enclose Copy)	
12.	Registration with concerned Government Authorities (Incorporation of Company) (copy to be enclosed).	
13.	TAX Registration Number (Enclose Copy), i.e. GSTIN etc.	
14.	Document regarding compliance of FNo. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure - Public Procurement Division with respect to restrictions on procurement from a bidder of a country which shares a land border with India.	
15.	ISO 9001:2015, 20000-1:2018, & 27001:2013 (or above). (Copies to be enclosed)	
16.	Document for being Non-Black listed in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (Enclose copy)	
17.	Document showing the details of authorized person to sign and participate in the tender (Enclose copy)	
18.	Tender Document Duly Signed & Stamped.	

Section VII
SPECIFICATIONS

<u>Annexure-A</u>	
<u>SPECIFICATIONS OF SERVER</u>	
<u>SPECIFICATIONS</u>	<u>VALUES</u>
Form Factor	Rack
Size (RU)	1 OR 2
Processor Make	Intel
Number of sockets available on chipset	2
Number of sockets populated with processor	2
Number of core per Processor	24 or higher
Processor Configuration	Intel Xeon Gold 6248R or higher
Chipset compatible with CPU	compatible to processor
Availability of Co-Processor	Yes
PCI Slots (Express Gen 3.0)	3
Type of RAM	DDR4
RAM Size (GB)	256 or higher
RAM upgradable up to (GB)	1024 or higher
DIMM Slots (No.)	24
Type of Hard Disk Drive	SAS
Hard disk drive Capacity (GB)	10TB
Type of Storage	SSD (SAS)
RAID Controller Cache (MB)	2048 or higher

RAID Type	6
RAID Controller Ports	8 or higher
Video Controller (support VGA or above resolution)	Yes
Keyboard	No
Mouse	No
Bays (min. 2 internal or more hot plug)	8
USB Ports	Minimum 4
Certifications Compliance support by Windows, UBUNTU, Red Hat or Oracle Cluster or Linux	Yes
Operating System (preinstalled with all necessary drivres)	UBUNTU 20.x
DVD ROM	NA
Network Card Supported	1Gx2, 10Gx2
Management Ports	Remote Management Console (KVM) Console Should support virtual media, OS Operations, Power ON-OFF, Performance Monitoring with Licence.
Power Management	Screen blanking, hard disk & system idle mode in power on, set up password, power supply surge protected
Redundant Power Supply	Yes
Redundant Fan	Yes
Total No of Ports	2 X 1G ,2 x10 G
Server scalability to be achieved within the box without adding nodes	Yes
RoHS Compliance	Yes
Power Supply	230 V +/-10%, 50 Hz
On Site OEM Warranty (years)	5

<u>Annexure-B</u>	
<u>SPECIFICATION OF 10 KVA ON-LINE UPS</u>	
SPECIFICATIONS	DESCRIPTION
Power Factor	10KVA=10KW
Nominal Output Voltage	220-230V (Configurable for 220 voltage)
Efficiency at Full Load	94% or more
Output Voltage Distortion	Less than 5 %
Output Frequency	50/60 Hz +/- 3 Hz
Waveform Type	Sine Wave
Efficiency at half load	90% or more
Bypass	External Static Bypass, Internal Auto & Manual Bypass

Nominal Input Voltage	220-230V
Input Frequency	50/60 Hz +/- 10 Hz (auto sensing)
Input voltage range	160-280V
Input Total Harmonic Distortion	Less than 5% for full load
Battery Type	Single battery bank, Deep discharge protection, cold start, Maintenance-free sealed Lead-Acid battery with suspended Electrolyte : leakproof
Run-time	Not less than 60 minutes with full load
Protection	Over Load, Over Temp, Short Circuit, Back feed, Input high / low, DC Low.
Warranty	On site 5 Years
<u>INTERFACE</u>	
Interface Port(s)	DB-9, RS-232, RJ-45 10/100 Base-T
Control Panel	Multi-function LCD status and control console
Audible Alarm	Audible and visible alarms prioritized by severity
Emergency Power Off (EPO)	Yes
<u>ENVIRONMENT</u>	
Operating Environment	0 - 40 °C
Operating Relative Humidity	0 - 95%
Audible noise at 1 meter	Not more than 45.00 dBA
Online Thermal Dissipation	Not more than 2800 BTU/hr

Annexure-C	
SPECIFICATIONS OF CPU WITH WACOM DISPAY	
(CINTIQ PRO 32 CREATIVE PEN DISPLAY, 4K, TOUCH WITH STYLUS/ INTERACTIVE PEN)	
Processor Name	Intel® Core™ i7-12700 (Min 3.2 GHz with Intel® Turbo Boost Technology, Min 12 MB L3 cache, Min 8 cores, 12 threads)
Processor Family	Min 12 th Generation Intel® Core™ i7 processor
Chipset	Intel (compatible)
Memory	8 GB DDR4-3200 MHz RAM (1 x 8 GB)
Memory Slots	Min 2 DIMM
Hard Drive	1 TB 7200 rpm SATA HDD
Storage Type	SSD
Optical Drive	NA
Graphics	Intel® UHD Graphics

I/O Port Location	Front
Ports	2 Super Speed USB Type-A 5 Gbps signaling rate; 2 Type-C High Speed Ports, 1 headphone/microphone combo/discrete
I/O Port Location	Rear
Ports	2 USB 2.0, USB 3.0 Type-A; 1 audio-in; 1 audio-out; 1 RJ-45; HP Serial Port Adapter
Expansion Slots	2 M.2; 1 PCIe x16; 1 PCIe x1
Video Connectors	1 VGA; 2 HDMI
Pointing Device	Wireless Mouse
Keyboard	Wireless Keyboard
Network Interface	Integrated 10/100/1000 GbE LAN
Wireless	802.11 a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 5 combo
Pre-Installed Software	Windows 10/11 Pro with Microsoft Office Pro (Lifetime)
Warranty	5 years Onsite

Sd/-

**Registrar General
High Court of Uttarakhand,
Nainital-263001.**

SECTION VIII
ANNEXURES

ANNEXURE-A

Project Execution location(s)

Sl.no	Court Name	Place
1	High Court of Uttarakhand.	Nainital

ANNEXURE-1

(Financial status of the Firm - Bidder)

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub: - Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand.

We hereby certify the Sales Turnover/Revenue from Business operations of M/s.....from is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)
1	2020-21	
2	2021-22	
3	2022-23	

Seal and Signature of the Chartered Accountant
Membership number of CA:

Note to bidders:

- 1. Enclosing of supporting documents such as Audited Statement accounts and IT returns for all three years is compulsory for qualifying in the Technical bid*
- 2. The value of Sales Turnover/Revenue from Business operations indicated above should tally with the Revenue from Sales/Operations indicated in the Trading/Profit & Loss Account for the corresponding years. In case of variation between the both, the lowest one will be considered for the purpose of evaluation of eligibility.*

ANNEXURE-2A

Technology Provider Authorization

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub:-Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand

(Shall be submitted on Technology Provider's letterhead)

No.

Dated

Dear Sir:

Ref:Tender number and date.....

We who are established and reputable manufacturers of (name and description of goods offered) having development center at (address of development center) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the solution components developed/customized/implemented by us against the above invitation for tender as under:

Sl.	Description of the product	Make	Model	Role in the required Ecosystem

We hereby confirm that we are Tier 2 or above Certified Partner of (Name of DMS Platform), agreement document confirming our capacity are enclosed with this letter and our status can be verified on the (DMS website) as a Certified partner. As per RFP's requirement, our code contribution experience is provided in the Annexure - 3.

We hereby extend our full guarantee and warranty, the terms and Conditions for the goods and services offered for supply by the above firm against this Tender.

We also reiterate that we adhere to the condition laid down in the tender.

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of Technology Provider)

Note to bidders:

This letter should be on the letterhead of the manufacturer and should be signed by a person competent to legally bind the Technology Provider.

ANNEXURE-2B

Hardware Authorization

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub:-Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand
(Shall be submitted on HardwareOEM's letterhead)

No.

Dated

Dear Sir:

Ref:*Tender number and date*.....

We who are established and reputable manufacturers of (name and description of goods offered) having development center at (address of development center) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the solution components developed/customized/implemented by us against the above invitation for tender as under:

Sl.	Description of the product	Make	Model	Role in the required Ecosystem

We hereby extend our full guarantee and warranty, the terms and Conditions for the goods and services offered for supply by the above firm against this Tender.

We also reiterate that we adhere to the condition laid down in the tender.

We are extending our technical and business support to the Participant/Bidder:name and address.

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of the Hardware Provider)

Note to bidders:

This letter should be on the letterhead of the manufacturer and should be signed by a person competent to legally bind the Technology Provider.

ANNEXURE-3
Technology Competence Report

Name of the base DMS platform:

Internet URL showing publicly available source code repository of the proposed DMS platform:

Module Code contribution and User experience enhancement contribution details in the proposed DMS platform

Sr. No.	DMS version	Contribution details	Link from official code repository and site of DMS platform confirming contribution
1.			
2.			

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory of Technology Provider)

Note to bidders:

This letter should be on the letterhead of the manufacturer and should be signed by a person competent to legally bind the Technology Provider.

ANNEXURE-4

Experience Details

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub: Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand

- 1. DMS' Proven History** -The proposed DMS should be a regular product having a proven history and track record. It should not be a custom application developed on a platform or an ad-hoc retrieval solution. And if, Bidder has taken support from the technology provider. In that case, the technology provider needs to submit documentation (purchase orders or certificates showing the experience of implementing multiple versions of the proposed DMS, including the latest version as specified in the Eligibility criteria.)

Sl. No	Organization with full address, Name of the contact person, and Phone Number	Supply/work order No. and Date	Project description	Copy of the work order / Certificate enclosed (Yes or no)
A	B	C	D	E

Experience of any other application or the previous version of the proposed DMS will not be considered.

Note: Enclosing of supporting documents is compulsory for qualifying in the Technical bid

(Seal & Signature of the Authorized
Signatory of the Bidder.)

ANNEXURE-5

Required Certifications

Bidder to enclose following certificates:

- ISO 9001:2015,
- ISO 20000-1:2018,
- ISO 27001:2013

ANNEXURE-6

Work specifications – Scope of services, output specifications and Technical & Functional specifications of solution ecosystem

Digitization process specific criteria

S.No.	Parameter	Specification	Vendor Compliance (Yes or No)
The vendor's hardware/software should be able to provide output PDF's with the following specifications:			
1	DPI (For normal pages)	300	
2	DPI (For torn/damaged physical papers/pages)	600	
3	DPI (For colored photographs/maps/graphs/diagrams/figures/illustrations etc.)	1200	
4	Color tone	Grayscale, Black & White, Color	
5	Color filtering capability		
6	Scan should make even the smallest font legible, regardless of color and markings.		
QC process should be able to ensure that the PDF is free from:			
7	Text that is cut off		
8	Crooked pages		
9	Dark gutters (the margins where shadows occur from curvature in the book's spine)		
10	Poor contrast		
11	Pages that are rotated 90 or 180 degrees		
12	Stains		
13	Blurring		
QC process should be able to ensure that the PDF is/has:			
14	clean, without spots, deskewed, rasterized, optimized, linearized, stripped of unneeded content, flattened, without form submissions/import/reset actions, flattened forms, without JavaScript, removed alternate images, removed print settings, without bookmarks, discarded file attachments, discarded external cross references, no cut off text, no crooked pages, no dark gutters (the margins where shadows occur from curvature in the book's spine or from corner of pages), good contrast, no pages that are rotated 90/180 degrees, no stains, no stray marks		
OCR/Accessibility process should be able to ensure that the PDF is/has:			

15	ASCII encoding; alien/stray/garbage characters or encodings should be removed from PDF		
16	Complied to specificationsat: https://cdnbbsr.s3waas.gov.in/s3c92a10324374fac681719d63979d00fe/creating_accessible_pdf.pdf		
17	Age of Equipment to be installed in the HIGH COURT should be new or up to one year old from the date of manufacturing		
18	The firm has a capacity do depute minimum of 25-40 manpower or >40 at any given point of time on the directions of HIGH COURT during the contractual period		
19	The firm is at least 3 years old		
20	The firm has executed minimum 3 nos. of similar projects executed in Govt. / PSU Undertakings, Autonomous Bodies, Courts or Tribunals of value of more than Rs. 1 Crore each per year.		
21	The firm agree to give demo/presentation as desired by HIGH COURT before finalization of the tender		
22	Following documents are to be submitted in support of the mandatory requirements: Company registration as per Act Proof of minimum turnover of 5 crores for last 3 years. (ITS /balance sheets etc.) Undertaking that the Equipment to be provided at HIGH COURT shall be New or up to 1 year old Undertaking that the firm has a capacity to depute Minimum Manpower – 25 to 40 or >40 manpower at the discretion of HIGH COURT during Contractual period Proof that the firm is at least 3 years old Proof that the firm has executed at least 3 projects of value of more than ₹1.00 crore. 7. Undertaking that the manpower/manager deputed at HIGH COURT shall have education and experience as per tender document.		

Functional specifications of Case Files Management System

SN	Requirements	Compliance (Yes / No)	Bidder Remarks
	Architecture		
1.	The solution shall be fully web-based with no client component installation required on the user's workstation, mobiles, tablets, etc. via VPN or Internet. Solution stack should be built using Java Springboot, Angular, Node, Python, and graph technologies, no alternate technologies should be proposed.		
2.	Proposed solution should have headless Content Management System approach with all functionalities exposed through REST APIs to the front-end application. And the front-end module should be developed using the Angular technology.		

3.	The solution shall be platform Independent. It should support commonly used open-source and proprietary platforms (OS, DB, Web Server, App Server, monitoring platforms, etc.)		
4.	Solution stack should support leading Commercial and open-source databases (RDBMS & Graph DBs).		
5.	The source code of the base information management platform should be available on the open internet through a reputed code management platform for download by anyone. Hence, a solution with delivery of source code only to the High Court and not meeting above requirements shall not be considered an open-source system.		
6.	The solution shall support multiple languages such as English, Hindi, Arabic, French, etc (UNICODE format).		
7.	The solution should support multiple file formats i.e. PDF, MS Office, Audio/Video, etc.		
8.	The E-Court solution should treat Case File, appeals, caveats, etc. as independent object types with separate profiles and facility to have relationship between them.		
9.	There should be provision to separately catalogue each record within case file with its own metadata. Example: Order, Petition, Affidavit, etc.		
10.	In addition to define document type level metadata, DMS should have integral module to manage specific way to display case file records as per current working of courts. Digitization of court's working is not expected to impact the user experience of honorable. Hence, case file records should maintain the hierarchy structure as per current way of working and authorized users should be able to adjust the structure without requirement of any code customization within seconds.		
11.	System should allow to develop relationship between Case file, appeals, caveats, and cause lists without coding requirements. There should be different type of relationships to manage requirements of mapping case files with cause-list as per current operating procedure of the court.		
12.	The DMS' REST APIs should care for following at the minimum: <ul style="list-style-type: none"> • Managing user sessions • Case file creation, update, and deletion by external applications • Real time Cause list creation and mapping with concerned case files by external application like CIS • Case file record type tree structure access by external applications like Capture Workflow to perform documents classifications. • Content search by external applications. • Storage structure management by external applications. 		
13.	Solution should have ready to use REST APIs to allow capture solution to push digitized case records along with metadata into the case file in the repository. Live API links complying with above should be submitted in the compliance with sample API documentation.		
14.	High Court do not have control over the NIC's CIS code, hence it should be possible for DMS to integrate with the CIS to capture the relevant data to run the e-court i.e. Case files, supporting files like Appeals, Caveats, connected cases, cause list etc. Also, it should be possible to seamlessly interoperate data between Case Information management system and capture workflow through		

	APIs.		
15.	The solution should have distributed storage architecture and should be smart enough to determine backend storage location based on the ruleset. Multiple storage types like SAN, FTP, AWS S3, etc. should be supported.		
16.	Should store metadata in RDBMS and electronic content on the file system (SAN/NAS) in encrypted form.		
17.	Should provide a single unified platform for both paper & electronic records.		
18.	Should have data backup and restore provision for regular backup of data.		
19.	The proposed solution should have an approval mechanism before publishing any content for access by the larger set of users.		
20.	The system shall be secure enough from hacking and other sort of attacks. Vulnerability Assessment and Penetration Testing (VAPT) test need to be carried out at regular intervals as mutually agreed upon.		
21.	The solution has the provision of adding case file in the repository with metadata only and it should be possible to add attachments files like PDFs, documents, images, etc. at a later stage.		
22.	Should have the provision of caching for faster search results.		
23.	Software should be mobile friendly and should have a ready interface for mobile devices		
24.	The proposed solution should be delivered with open Restful APIs to enable integration with other applications using standard practices.		
25.	Proposed solution version should be cloud native and proposer or solution OEM should have experience of hosting the solution in the cloud environment. Share reference links for the verification.		
	Front end Module - DMS		
1.	The frontend of the proposed DMS should be developed using the Angular technology (version 11 or above.)		
2.	The proposed solution should be developed using mobile-first philosophy and should have a dedicated User interface for small screen mobile devices.		
3.	The solution should have an informative User interface that allows the following		
4.	Multi-level storage hierarchical display		
5.	Card showing every hierarchy level should have provided a summarized view of information within and the user's response towards that section.		
6.	The primary level of storage hierarchy to have the provision of creating multiple sub-levels for creating multi-level taxonomy. Preview card for the first level to have the following features: <ul style="list-style-type: none"> • Card-based design preview • Display logo/picture uploaded for the section • Section name • Clickable option for the user to enter in the section. The button should be large enough for easy click using a small screen mobile device • Key details about section i.e.i) Subsections/sub communities within it, ii) Count of folders, contents, iii) files added in the space 		
7.	For enhanced user experience, a preview card of every content		

	<p>stored in the solution should show key information like</p> <ul style="list-style-type: none"> • Case type like Civil, Criminal, Writ, etc. • Case status • Other primary details like Case Number, Judges, etc. • Should there be multiple values for Judges, preview should show all values without compromising on space consumed • Key details about content like, i) whether content has attachments and how many, quantitative analytics details like view count, attachments view/download count, Average user rating, number of user comments, etc. • Intelligent use of tooltips for displaying longer information like title without compromising optimal usage of space and creating ease of understanding • All figures to be updated on a real-time basis 		
	Search		
1.	The search engine should be deployed as an independent component in the proposed solution, like backend and frontend applications. It should not be embedded within the application. Please explain the compliance to the requirement with necessary details.		
2.	Provide searching facilities based upon Any metadata field (content, author, source, keywords, etc.).		
3.	Provide search based on the actual content of the Document & Records		
4.	The software has an inbuilt Thesaurus, for purpose of providing intelligent search. Provide Thesaurus-based Search.		
5.	Complex and multiple criteria-based Boolean searches.		
6.	Should have the provision of sorting the results based on relevance, submission date, etc.		
7.	Should have the provision of defining several search results required on the page by any end-user.		
8.	Should have a full-text search facility on industry-standard engines like 'solr', lucen, etc.		
9.	It should be possible for the user to search a record in a combination of full-text search and metadata.		
10.	Software should have a faceted search mechanism, which breaks up search results into multiple categories, typically showing counts for each, and allows the user to "drill down" or further restrict their search results based on those facets.		
11.	For making the solution more user-friendly and easier to use, the proposed software should have the feature of predictive search i.e. software should provide suggestions when users start keying the alphabets in certain fields for search.		
12.	Software should provide advance search options like Date Range Search, Proximity Search, Fuzzy Text search		
13.	<u>Period based search:</u> Proposed software should have the facility of picking start date and end date using the drop-down calendar for searching on a defined period		
14.	For ease of use, the proposed solution should highlight searched terms in metadata in search results. It should highlight the PDF file in searched case file where the searched term occurs. Followed by it, when the user opens PDF files from the searched case file, searched term should get highlighted in the text of the PDF file automatically.		

15.	Advanced Search Filter allowing users to select a specific search parameter and entering partial value and search operator selection like (Contains, Not Contains, Equals, and Not Equals).		
16.	Filters should be available at all levels of the storage hierarchy of the DMS. i.e., Home Page, cabinet, sub-cabinet, and folder.		
	Metadata		
1.	Integrated Document Management Solution should have no limitation on defining custom metadata fields.		
2.	Should have extensive meta-data creation using comprehensive data entry templates.		
3.	Integrated Document Management Solution supports associating metadata both to records and folders.		
4.	Metadata should support Dublin Core, MARC21 standards.		
5.	Server allowing harvesting of Metadata through OAI-PMH (Open archives initiative protocol for metadata)		
6.	It should be possible to integrate ontologies in metadata fields for a unified metadata creation and semantics management. Furthermore, users should get the option of entering keywords from the predefined vocabulary.		
7.	The DMS solution should have Case file and causelist objects' independent metadata profiles in the DMS.		
8.	These profiles should have 100% compliance with requirements given in the Judicial Digital Repository guidelines.		
	Security & Access Control		
1.	Case files management system should provide option of storing Open access and restricted contents from single interface.		
2.	User and user groups creation.		
3.	Provision for multi-level security access for different access categories.		
4.	Supports the movement of users between organizational units whereby their job roles and/or their access rights may change. The System has within it the concepts of job roles, and staff occupying those posts. In addition, the DMS must allow the definition of user roles and must allow one or more users to be associated with each role.		
5.	Provide Access Control based secure access providing View Document & Records, View Metadata, Update Document & Records, Update Record Metadata, Modify Record Access, and Destroy Record should be configurable by the administrator.		
6.	Software should have LDAP based authentication method.		
7.	User creation should be possible in self-service mode and by the DMS administrator.		
8.	Provision to delegate administrative activities at Cabinet, sub-cabinet, folders, and case file level.		
9.	It should be possible to define rights like add, read metadata, read attachments, modify cabinets or assets uploaded, delete items, etc. (necessary screenshots to be submitted)		
10.	It should be possible to provide access rights to users on case file's Metadata, both metadata & attachment, and restricting access of the full object i.e. neither metadata nor attachments should be searchable or visible to unauthorized users.		
11.	There should be the provision of putting documents access request		

	copy by users not having access rights on digitized files of a particular file. And authorized users should be able to grant or deny such access requests.		
12.	Solution provider will ensure acceptance of code of any standard DMS feature developed for the court in the master code of the base DMS platform, which happens after code acceptance by community testers.		
	E-Court Solution		
1.	One of the key objectives of the E-court solution is to enhance the current case file hearing process using digital technologies without disturbing the user experience and core hearing process.		
2.	The E-court module must display cause lists concerning to the bench(s) of honorable judges only.		
3.	The causelist display in the E-Court solution should happen on the real-time basis. i.e., updates made in the CIS concerning causelist should reflect in the E-Court module on a real-time basis.		
4.	Cases should be segregated by the various categories defined in the cause list the way they are listed in the present cause lists.		
5.	Causelist should have various details like connected cases, caveats, descriptions, Litigants', and lawyers' details based on various scenarios. There can be more elements required to further fine tune the usage. As explained above, bidder is expected to have complete awareness about the source solution to display above information in the E-Court module.		
6.	It should be possible for honorable to pick a date in the E-court solution to see cause list assigned to him/herself.		
7.	If an honorable is part of multiple benches, then he/she should see cause list concerning with each bench separately.		
8.	Authorized users should be able to access case file in the E-court solution within three clicks.		
9.	As per current operating procedure, user should be able to access case file from the causelist directly.		
10.	Considering specialized nature of case file scrutiny during the hearing process, E-court solution must display the case file record in a rule-based multi-level taxonomy structure as per court's requirements.		
11.	Solution provider should take special note that this multi-level taxonomy in the case file <u>should not be delivered</u> through the bookmarking feature in PDF or the PDF portfolio technology. Every record should be stored as independent PDF or the file format in which it is generated. And they should be stored in the case file using document level metadata and dynamic taxonomy maintained in the DMS.		
12.	It should be possible for authorized users to perform following tasks to manage dynamism in the case file taxonomy: <ul style="list-style-type: none"> • Manage document type masters • Rule based organization of various record types received in a case file. E.g. Defining relationship among various document types like Orders, Applications, Pleading, petition, Index, Annexures, Affidavits, etc. • Defining characteristics various document types based on its usage at different places in a case file. Example: Date, description, dynamic values like Application Number, repetitiveness, etc. 		

	<ul style="list-style-type: none"> It should be possible to define a parent child relationship among various document types and having a document type used at multiple places. It should be possible to adjust location of a document type in the hierarchy. <p>All of above activities should be done by non-technical users through the User interface and REST APIs should be available for them to make alternate use of given functionalities by the High Court.</p>		
13.	For the convenience of honorable, solution should provide dynamism to see a case file with individual record types or honorable can dynamically convert generate view to have a seamless scrolling and a single file experience.		
14.	Honorable should be able to see the case file structure and corresponding document on the same screen.		
15.	In addition to the case file structure, honorable should also see the case file profile for the better understanding. The case file profile should have provision to show all metadata available in the Judicial Digital Repository guidelines.		
16.	It should be possible for users to easily switch between multiple case files and causelist during the hearing process.		
17.	Ability to download the pre-formatted order sheet specific to individual case file and to populate inputs shared by the honorable judge(s) to prepare the order.		
	E-Court solution - Content Viewing		
1.	Proposed solution to have an inbuilt viewer for viewing the PDF files using browsers on multiple platforms and devices i.e. laptop / mobile / tablet etc. The viewer should support multiple rendering technologies i.e. flash and HTML5 for easy display of contents on new and old browsers.		
2.	It should be possible for users to make a full-text search on OCRed documents in the viewer		
3.	The proposed solution should have basic accessibility features like zoom in / out, go to page, etc. functionality		
4.	The solution should be capable of displaying documents without providing an option of downloading the document on multiple platforms like Windows, Linux, Android, Apple, etc.		
5.	The proposed solution will act as a central content repository for past and future content. In the future, Department/Courts may also receive some content in Audio / Visual form. Hence the proposed solution should also support server-based viewing and streaming of Rich media content. The solution to support the following specifications		
6.	Support video formats like HLS, MP4, WebM, and OGG		
7.	Should be deployable on multiple server OS platforms like RHEL, Ubuntu, Windows Server, etc.		
8.	Compatible with multiple devices like Laptops, Tablets, Mobile, etc.		
	Annotations		
1.	Proposed solution should have tightly integrated secured annotations mechanism covering following features:		
2.	Solution should have following annotations <ul style="list-style-type: none"> Text highlight Text underline 		

	<ul style="list-style-type: none"> Adding shapes like Square, rectangle, Circle, Oval, line, etc. with transparencies. Adding markers at any place in page with arrows. Ability to use Apple Pencil, Microsoft surface pen, other stylus, and fingers to create freehand annotations on touch screen devices. Adding external images as stamps. Text boxes with ability to add text and format with colors. Provision of capturing a particular part of document as screenshot and saving it independently on the local desktop/laptop/tablet. <p>Ability to define colors like background and outlines.</p>		
3.	Provision to erase above annotations fully or partially using the onscreen eraser. It should be possible to use the eraser like a freehand tool like the eraser available in the MS Paint.		
4.	Ability to undo & redo annotations.		
5.	There should be provision within PDF viewer to have list of annotations created and it should be possible for users to add custom notes with each annotation for future reference.		
6.	Considering multiple annotations in each file, there should be feature of highlighting annotation, whenever user clicks an annotation/comment in the list required in above specification. Contrary, if user clicks an annotation on the page, then comments attached to the annotation should pop-up automatically.		
7.	Since annotations are sensitive in court's working, there should be provision of assigning access rights to each annotation created on the document. They should be secured annotations. Annotation creator define users to access annotations by means of selecting them for each annotation, while default access rights of an annotation should be with the annotation creator. If other users are given access rights to annotation, then they should be able to view them on the corresponding PDFs within the DMS viewer.		
8.	It should be possible for users to download offline PDF copy with annotations, subject to the rights to do so.		
9.	It should be possible for users to download offline annotations copy independent of corresponding PDFs, subject to the rights to do so.		
10.	For future migration from the current DMS to any other application, it should be possible to export all annotations.		
	Offline E-Court solution		
1.	Offline E-Court module should be developed on the technology that works as a desktop application on Windows, Linux, and Mac environments. There should not be multiple desktop applications for various OS i.e. Windows, Linux, and Mac.		
2.	There should be provision to generate offline E-court package from DMS for specific judge and causelist date for offline study of causelists and case files at the location from where DMS is inaccessible.		
3.	Offline E-court package should be generated in an encrypted manner and should be only accessible through the offline E-Court application available on user's desktop/laptop.		
4.	Considering the possibilities of last-minute update in the causelist, solution should generate offline E-court package based on the real-		

	time causelist status in the E-Court solution and CIS.		
5.	The offline and Online E-Court User interface and process to use the E-Court should be same.		
6.	Case file viewing should be identical to the online E-Court solution regarding <ul style="list-style-type: none"> • User interface and functionalities including support for the taxonomy-based case records view, • various conditions setup in the master table of content in the online system should behave in same way in the offline taxonomy, • case file profile, • Content viewer etc. 		
7.	Considering the sensitivity of case records, case files records should be stored in the encrypted manner in the offline e-court package. They should be only accessible through the front-end module.		
8.	The solution should be delivered with accessibility features like light mode/dark mode, fonts size adjustments, etc.		
9.	Only authorized user should be able to login into the offline E-Court module.		
	E-Court solution – Integration with Court’s IT applications		
1.	To create efficiencies in the court’s working following processes should be completely automated using the integration between different IT applications and DMS to address atleast following use cases.		
2.	Causelist view in the DMS based on respective events in the CIS. The causelist view should cover listing of cases along with related content, condition-based remarks, case summary, etc.		
3.	Linking case files in the causelist under appropriate heads as per updates in CIS.		
4.	Case file management (create, edit, delete) in the DMS based on events in CIS application.		
5.	Capture workflow able to map case file from DMS during physical records handover stage.		
6.	Record capture workflow and other IT applications able to access centrally managed case file records taxonomy from the DMS for current records digitization and classification. Along with case file record tree structure, relevant metadata fields like document date and description should be also supplied from the central DMS.		
7.	Ability to push digitized and classified case records into appropriate case file seamlessly.		
8.	Court’s other IT applications should be able to pull specific case file record from DMS/E-Court solution e.g., case specific judgment pulled by citizen facing portal, case archival data transmission to the Dark archive solution.		
9.	Since, High Court do not have control on NIC’s CIS application, the technology provider should have ready integration with the CIS to meet above mentioned requirements without disturbing the current CIS. There will not be any support from the NIC and the High Court on the CIS as the application is encrypted.		
	Batch data upload tool		
1.	It should be possible to upload metadata and digitized files using a batch data uploading mechanism. The desktop-based client should be		

	compatible with Windows, Mac, and Linux environments.		
2.	The module should be seamlessly integrated with the core DMS.		
3.	Considering the fact that the metadata structure generated by external applications might vary from DMS' metadata structure, the bulk uploader should have provision to map external metadata fields with target metadata element of the DMS' schema. It should be a user interface-based activity manageable by non-technical staff and should not require any programmatical efforts.		
4.	The proposed module should have an easy process for batch uploading of data i.e. it should be possible to attach metadata and corresponding digitized file as a single file in the module and the rest of the activities should be performed automatically by the software.		
5.	The proposed module should have the provision of validating the data structure before initiating upload in the repository.		
6.	The proposed module should be intelligent enough to determine whether content getting uploaded in a particular section should go in quality control workflow or should get published directly for public access.		
	Reports		
1.	Productivity Report		
2.	It should be possible for authorized users to track productivity in DMS <ul style="list-style-type: none"> • Based on date range / day / month • Based on storage area i.e. single or multiple storage cabinets • The report should be comprehensive and should provide information like <ul style="list-style-type: none"> • Date for content submission • Cabinet, Sub Cabinet, and Folder where contents are stored • Title of content uploaded • Number of pages in a particular file • Name of user-uploaded content in the system 		
3.	The report should also provide a graphical representation of the volume of contents by date for showing trends.		
4.	It should be possible for authorized users to export this report in form of Excel, PDF, or CSV.		
5.	For ease of use, it should be possible for the user to search on any given term within the populated report.		
6.	Internet URL of Production instance to be submitted showing above reports in the production environment.		
	Audit Report		
1.	The system shall support extensive Audit-trails at the document, Folder and for the highest levels for each action done by a particular user with the user name, date, and time.		
2.	Audit log should record and produce events like document view, add, edit, delete, search, user logins and the same can be filtered using multiple criteria to produce results specific to the user's needs.		
3.	It should be possible for authorized users to export these results in spreadsheet form to perform ad-hoc analysis.		
	Production documents capture workflow solution		
1.	Document capture workflow is a key component of the framework required by the court. As this solution is expected to manage		

	<p>following type of records:</p> <ul style="list-style-type: none"> - Current case file records received at the counter and requiring quick turnaround - Pending case files due for the digitization - Disposed case files due for the digitization - Digital case files managed in bookmarked and PDF portfolio format and needs re-classification to comply with DMS and E-court requirements. 		
2.	Proposed solution should be developed on the enterprise architecture to variety of needs.		
3.	Proposed solution should be developed on scalable server-side technologies like node.js, java, PostgreSQL RDBMS, etc.		
4.	Proposed solution should have browser-based modules for activities that do not need fat client environment to perform activities efficiently.		
5.	<p>Solution should address entire lifecycle of the case files digitization that starts with the physical records receipt till uploading in the Case files management system. Below are high level details:</p> <ul style="list-style-type: none"> - Physical records inventory creation by court staff for various type of case records (Current, pending, Disposed) - Inventory intake by digitization team - Barcode generation - Inventory report - Batch document scanning through production scanners - Image quality control - Metadata creation / Metadata pull (as applicable for the flow type) - Documents classification using centrally managed case file taxonomy - Multi-level quality control for all aspects of records - Quality control by court staff - Integrated OCRing - Direct data upload into the DMS - MIS to track work progress and measuring work on other key indicators - Administration module to manage user rights, user management, case file management, tracking individual case file etc. 		
6.	Proposed solution should be deployable on the Ubuntu server.		
7.	The scanning solution should support distributed approach, where documents can be scanned remotely, however it can be indexed & saved centrally.		
8.	System should support categorization of scanned images based on the document type taxonomy managed in the central DMS. Users should be able to access this taxonomy in the capture workflow to classify images.		
9.	Considering special nature of court's working, it should be possible for users to classify same image(s) as different record type. Example, an image can be classified as both petition and prayer.		
10.	Document Identification: increase productivity by automatically identifying scanned documents based on QR Code / barcodes, patch codes, or separator sheets.		
11.	System should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM to provide an integrated solution right from capture to		

	archival of documents		
12.	To be efficient and maintaining uniformity, capture workflow should show metadata fields maintained in the central DMS for metadata entry and classification.		
13.	Template definition for document capture through scanning that contains General information, Data class and fields, Folder, and Document information to enable standard scanning across distributed location.		
14.	Solution shall support Bulk Import of image and electronic documents		
15.	The capture flow must support TWAIN scanners. It should be independent of the specific scanner make and model.		
16.	System should have the capability of all the standard Image Operations such as a. Correcting format/ compression not proper b. Skew / De-skew c. de-speckle d. Rotate e. Black border f. Delete area g. Zoom-in/ Zoom-out h. Halftones and intrusive background colors i. Fix lines and shapes in scanned images j. Carry out cropping and cleaning of images like removing overall noises around the text, removing punch hole mark etc.		
17.	The scanning software should automatically detect white pages and remove them during scanning.		
18.	The scanning solutions should support all types of paper document (upto A3), color, size, weight etc. It should also allow importing of the pre-scanned images including the image pdf formats.		
19.	Solution must provide recognition capabilities through OCR (Optical Character Recognition)		
20.	Solution must provide recognition capabilities through OCR (Optical Character Recognition) for Bilingual (English & Hindi).		
21.	The Scanning product should have inbuilt capability to do a full page OCR and also convert the images to searchable forms like Searchable PDF. (English and Hindi)		
22.	System should have the ability to provide Compression of scanned image files in TIFF and PDF-A Format.		
23.	Scanning system should have the functionality of saving scanned images in the Content Repository platform.		
24.	There should be provision to scan the documents offline and store on to thick client and whenever user machine is connected to server all scanned at a shall be synced with server.		
25.	Facility to scan multiple pages into batches for auto/manual processing		
26.	Delete, re-scan, append pages and insert pages into document before committing to server		
27.	There shall be a feature in solution to enhance image quality for better accuracy; Quick data transmission with automatic image compression, cropping and auto blank images removal. Image enhancement techniques for improving the quality of scanned images.		

28.	Image Enhancements, Extractions, Indexing shall be done at user level; there shall not be any to-and-fro communication with Content Repository server for each process.		
29.	Produce PDF, PDF/A file apart from TIFF file format		
30.	Capture workflow will work in synchronization with existing applications of the HighCourt, where data push and pull will happen between these applications at multiple stages using web services.		
31.	It is up to HighCourt to decide number of clients machine on which capture solution needs to be used.		
32.	Solution should have its own users management module where administrator can create, manage, and assign roles to various users.		
33.	Solution should have dedicated MIS module to address following requirements: <ul style="list-style-type: none"> - Productivity report showing progress by various stages during the case records' digitization lifecycle - Reports based on the quality control parameters to understand improvement areas. 		
	Semantics and AI module of OAIS framework		
1.	The proposed solution should have the provision of creating a knowledge graph with the following specifications:		
2.	It should be possible to perform multilingual, collaborative development for managing OWL, SKOS(/XL), Ontolex-lemon lexicons, and generic RDF standards-based knowledge graphs.		
3.	Required knowledge graph to be developed on SKOS and SKOS-XL standards. Hence solution should support these standards in addition to the conventional OWL standard.		
4.	The solution should enable the development of multilingual knowledge graphs and the same should be done following W3C standards like Ontolex.		
5.	It should be possible to define lexical terms of a concept into the knowledge graph for addressing multi-lingual situations.		
6.	It should be possible to develop relationships amongst various concepts on SKOS standards into the knowledge graphs.		
7.	The solution should have a dedicated Role-based access control mechanism with standard user roles and provision of creating custom user roles.		
8.	It should be possible for several users to collaborate to generate ontology having millions of concepts.		
9.	The solution should provide various roles for the users involved in creating knowledge graphs, some of them to be list are: <ul style="list-style-type: none"> • Administrator • Knowledge Graph/Ontology Manager • Ontology editors (allowed to make changes at the axiomatic level) • Thesaurus editors (allowed to work on thesauri without OWL/SKOS editing actions), • Terminologists/lexicographers (allowed to edit lexicalizations. Further should be possible to limit role to few languages.), • Mappers (allowed to perform terms alignments only), • Verifier (allowed to verify others' actions) • Consumer/Reader, that can consume the contents in a read-only mode 		
10.	The solution to having an integrated workflow for managing		

	resources addition/deletion into the knowledge graph. These should be added to the ontology only after going through the verification workflow.		
11.	It should be possible to create a knowledge graph for testing purposes in an in-memory state while production-grade knowledge graphs with millions of concepts to be created on the enterprise-scale Graph databases in the system.		
12.	It should be possible to import knowledge graphs in the system from various industry-standard sources as listed below: <ul style="list-style-type: none"> • External CSV, RDF/XML, N-Triples, N-quads, Turtle, RDF/JSON, etc. • Online hosted ontologies • Dataset Catalog 		
13.	The solution should have the provision of resolving gaps in the concept from the source if imported from external sources.		
14.	The solution should have a built-in SPARQL query builder for performing changes/custom outputs through SPARQL queries.		
15.	It should be possible to store SPARQL queries for a later stage to re-use <ul style="list-style-type: none"> • Within a specific knowledge graph project or across multiple knowledge graphs/ontology projects. • By other users else than one who built the query • Periodical execution of the query 		
16.	The solution should have the provision of creating metadata of the knowledge graph/ontology. This metadata should be created using Dublin Core parameters for keeping the output as per industry standards.		
17.	The solution should have advanced search for searching concepts across the knowledge graphs having millions of concepts.		
18.	It should be possible to search concepts using base terms as well as various parameters like relationship, lexical, metadata, etc.		
19.	There should be visualization provision to understand the relationship among various terms with relationship types defined.		
20.	The solution should have a provision to export knowledge graphs into industry-standard graph formats.		
21.	The solution should have the provision of classifying contents pushed into the DMS based on domain-specific terms.		
22.	The solution should be capable of using a combination of multiple AI algorithms for performing natural language processing and generating quality output. Name of multiple AI algorithms used to be listed in compliance along with method using which best results will be produced.		
23.	It should be possible to train various algorithm models into the solution as per the needs of the project.		
24.	The solution should be developed on enterprise-scale technologies like Java, Python, and enterprise-scale graph databases like Arangodb/ontotext/dgraph.		
25.	It should be possible to have uniform domain-specific insight extraction from documents received in multiple languages.		
26.	The solution should be tightly interwoven with the core DMS so users can get benefitted from a single UI.		
27.	Only specialized users work on knowledge graph management and should be kept separate from the mass user base.		

	Long term archival		
1.	It should be possible to configure multiple process definitions in the dark archive module.		
2.	Solution should have a dedicated dashboard that allow authorized users to monitor <ul style="list-style-type: none"> i) Content archival progress for its respective archival models. ii) Cache clean up iii) Removing contents due for deletion iv) Backlog process v) Dissemination content processing requests, etc. 		
3.	In addition to above information, dashboard should allow users to perform <ul style="list-style-type: none"> i) Preservation planning ii) Backlog processing iii) Appraisal iv) Access v) Administrative activities In a summary, application dashboard should allow archivists to perform activities required as per OAIS standards.		
4.	Solution should be able to cater any number of packages at any point in time in transfer and ingestion processes.		
5.	To make working easy for users, proposed solution should have visual indicators to show such processes based on its status, i.e. completed, failed, rejected by archivists, etc.		
6.	Definitions can be based on the content types or feeds coming for archival from different repository or knowledge graphs.		
7.	It should be possible to configure specific archive models in the dark archive that can be mapped with a specific case file management system or other repositories.		
8.	Dark archive should have provision of connecting each archive model with specific storage device (local or network), or a remote system that should be accessible via case files management system.		
9.	Each archive model should have provision to manage various Information packages (as per OAIS standards) separately to provide a systematic content structure within an archive model. These packages are i) Dissemination Information package, ii) Archive information package and iii) Submission information package.		
10.	Solution needs to have a dedicated Access control mechanism that can manage both administrative and standard users separately. Being a dark archive, it is important that no user without having users credentials can log into the system.		
11.	Users should receive the e-mail alerts for important events occurring in the dark archive for a timely action.		
12.	Solution should have provision to store the copy of archived information package data in order to deal with unforeseen corruption of the archived data. This feature should work as an Archive data recovery function.		
13.	Upon deletion of source archival copy of the content through authorized process, replicas should be deleted automatically.		
14.	Archive copy replication component should support replicating the Archival copy on local file system, object storage and clouds like Amazon S3.		
15.	Solution should have separate locations for <ul style="list-style-type: none"> i) Archival copy storage 		

	<ul style="list-style-type: none"> ii) Archival copy recovery copy iii) Content in process for archival iv) Backlog management for in process content 		
16.	There should be provision to generate Dissemination Information package from the archival copy and push it to the case file management system. These packages should be removed automatically, as soon as they are pushed to the target system.		
17.	Solution should follow practice of assigning UUID to each archival content.		
18.	It should be possible to create or import public and private encryption key into the application to store, transfer or replicate archival contents in an encrypted manner in various archive models.		
19.	Solution should be based on the microservices architecture as it is expected to process several file formats and archive them after ensuring its authenticity and legitimacy.		
20.	<p>These microservices should atleast cover:</p> <ul style="list-style-type: none"> i) Antivirus ii) Services to validate various image formats iii) Services to validate PDF and PDF/A iv) Checksum generator and validator v) Video validator vi) Tasks distributors vii) Authenticator services viii) Human and system metadata validator ix) Services to manage disk based storage and hierarchies of archived contents x) Enterprise search service, etc. 		
21.	it should be possible to define workflows and configure decision points.		
22.	It should be possible to generate different reports that allow users to understand the archival status of contents.		
23.	Dark archive application should have proven integration with the case file management solution.		
	Solution framework considerations		
1.	All components of solution should have proven integration with each other.		
2.	Entire solution framework (case file management system, dark archive, semantics management) to be deployed in the failover cluster mode.		
3.	All solution components should have open source code base accessible to all users.		

1. Bidder to provide screenshot of functionality in the compliance or web page link on the website of the proposed solution showing compliance to the specification. Vague compliance towards the specifications will be liable for rejection of the bid without any explanation.
2. For open community access without restriction, base solution components that have established code based on open internet code repositories like Bitbucket, Github, etc., will be considered an open-source application. Bidder's offer to deliver the source code of the proposed solution does not substantiate proposed solutions as open-source applications.

Other major responsibilities of the bidder

1. The Security of the data is the essence of the system. Hence the Bidder must implement all the security features in the system as per the requirement of the Legal System Intranet set up/Internal server/ Proxy server.

2. The Access Portal/REST API will also be customized for multilingual search & retrieval as per the requirement.
3. After successful implementation and User Acceptance testing (UAT), if any functional/development/integration bug/error is found at any particular time, the bidder shall have to resolve the issue and give free support as applicable to be offered for a period of 1 year.
4. Bidder will also do the required configuration with cron jobs for all required REST API endpoints and the demo of each will be illustrated by the bidder to registry technical staff.
5. Bidder will have to design and configure the system so that approximately 1 lakh documents with their metadata can be injected into JDR from all the internal modules through REST Api and/or front end content ingestion module.
6. The vendor should configure multiple instances for JDR in failover mechanisms/disaster recovery mode with load balancing, high availability, high performance.
7. Vendor will be responsible for delivering all solution components as per OAIS and ISO 16363 trusted repository standards and supporting applications like application/web server, databases, core applications and other supporting applications to run the proposed solution framework. This excludes server Operating systems, network applications, load balancer, data replication tools, firewall, antivirus, etc.
8. Vendor should handover a certificate in the name of "court", issued by the "Technology Provider" (on their official letter head) certifying that "Technology Provider" themselves performed all the "Tasks" mentioned in "Scope of Work" (Annexure - 6) for the court. Technology provider should be same as proposed in the RFP response by the bidder.

Scanning Requirements, Process & Quality Standards

1. The physical files when scanned & processed (after PDF Compliance or before Ingestion) should output PDF in "PDF/A-2a" format with "PDF 1.7" version (or preferably PDF/A-4 aka PDF/A-NEXT format with "PDF 2.0" version).
2. Vendor is at liberty to employ whichever scan configuration i.e.colour tone, resolution etc., subject to a minimum of 300DPI, if it deems it necessary in order to ensure "100% PDF Compliance".

However, after completion of "PDF Compliance", the vendor should convert the output PDF to strictly match below criteria (notwithstanding anything mentioned in this NIT in this regard) or as per express directions of authorized officials/officers of HIGH COURT (on case file page basis), before submitting/uploading the same on HIGH COURT server for Ingestion:

- a. DPI (For normal pages): maximum 300
 - b. DPI (For torn/damaged physical papers/pages): maximum 600
 - c. DPI (For colored photographs /maps /graphs /diagrams /figures /illustrations etc.): maximum 1200
 - d. Colour tone (For normal pages): Grayscale
 - e. Colour tone (For colored photographs /maps /graphs /diagrams /figures /illustrations etc.): Colour
3. Also, font size can affect the DPI you choose. Standard font sizes, 10-point and up, are fine at 300 dpi. However, smaller fonts might be harder to read at this resolution, so you might decide to bump it up to 400 dpi.
 4. Colour photographs are often scanned at higher resolutions to capture their detail – typically from 600 to 1,200 dpi, with the higher resolution used for the best archival images.
 5. A high quality scan is one that is easy for everyone to read, including individuals with low vision or who use assistive technologies to read text electronically. High quality scans should be free from:
 - a. Text that is cut off
 - b. Crooked pages
 - c. Dark gutters (the margins where shadows occur from curvature in the book's spine)
 - d. Poor contrast
 - e. Pages that are rotated 90 or 180 degrees
 - f. Stains

g. Blurring

The Vendor should ensure high quality scans for all pages while adhering to "faithful reproduction" clause.

6. For text printed on colored paper, try increasing the brightness and contrast by about 10%. If your scanner has the colour-filtering capability, consider using a filter or lamp that drops out the background colour. Or if the text isn't crisp or drops out, try adjusting scanner contrast and brightness to clarify the scan.
7. Scan resolution is 100% scan ratio (1:1) and true optical resolution in DPI calculation.
8. You must evaluate the digital output quality to verify that the digitized version accurately represents the content of the original document. Meeting minimum standards does not imply legibility of the digital reproduction. All scans must be legible to the smallest font on the record, regardless of colour and markings.
9. If scanning at the minimum standards do not accurately represent the record and the record is not completely legible, you must use a higher DPI, a higher bit number, grayscale or colour scanning, adjust other scanner settings and thresholds or take any other action as required to ensure accuracy and legibility of the scanned record.
10. At the end, DPI used depends upon readability and viewing details (specifically for photos, graphs, diagrams, illustrations, maps etc.) on upto 28 inch full-HD monitor without any pixelation, blurring etc.
11. The PDF/A files as scanned & digitised by the vendor will be digitally signed using an open source Digital Signature software. The PDF/ An output given by the vendor should be digitally sign-able without requiring any proprietary/commercially purchased software.
12. The compressed PDF files created for viewing should also be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Colour/Grey scale images retaining.
13. Should be linearized, optimized, flattened PDF (as per applicable ISO standards for the PDF format and version supplied by the vendor).
14. In this case the PDF should also be re-flowable such that the text some documents may be in the forms of big Maps/Plans etc. Arrangement of scanning for the same should also be made.
15. In case the Tenderer finds any original document, which is in a very bad condition, it will make its best efforts to take out better print (either by typing on separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant data base. The original papers shall however be retained in the main file. All scanned/digitized files will be stamped and duly signed by the user indicating that the "FILE IS SCANNED/DIGITIZED AND DULY RECONSTRUCTED" and the tenderer Shall be fully responsible for any loss/damage of any document.
16. The tenderer's scanner after successfully scanning and processing the physical file shall transfer the raw digital files automatically to the remote storage provided/configured by the HIGH COURT and also to its own storage. This auto-transfer tunnel (via SSH/SFTP/SAMBA/RSYNC etc.) should be free of any manual intervention.
17. All further workflow processes should be performed by the vendor (as applicable) only on the files hence sent to the HIGH COURT storage after downloading such files from HIGH COURT storage server (i.e. the vendor shall not perform any workflow processes on the files directly saved by its scanner on vendor's own computers).

Process & quality standards for QC of digital PDF

1. Quality Control: During scanning (due to human limitations or machine configurations/errors), often scanned pages have deformities like skewing, blurring, undesired characters, objects etc. Such deformities often lead to error-prone and less accurate OCR processes.
2. QC process involves identifying all possible deformities and rectifying them before sending them over for the OCR process.
3. The "QC" process should be capable of cleaning, spot reduction, rasterization, deskew, optimization, flattening, compression, linearization etc., to the extent that the output PDF is a "faithful reproduction" of physical case file and is a good candidate for "OCR - PDF Compliance" process.

Only "100% QC PDF" shall make this PDF as having passed this stage & usable in further workflows/processes. Non "100% QC PDF" will not be transferred to us and will not be eligible for Billing.

The output PDF visibly should invariably be like the physical case file (preferably to a PDF directly exported from a Word processor (like MS Word or Libra Office)). The PDF that meets all criteria shall be considered "100% QC PDF".

4. The output PDF of QC should be such that the next process, i.e., OCR, is highly accurate and efficient.

Process & quality standards for converting digital PDF to 100% OCR

1. Optical Character Recognition (OCR) integrated in the production capture workflow: The typed text (in English and regional languages) within the PDF file should be made to be machine/computer-readable and searchable (as an invisible text layer over the scanned bitmap of that text).
2. "OCR" functionality should automatically convert one or many non-OCR PDF files into OCRed PDFs on a single click/command, without any other manual intervention.
3. Record about OCRing of digitized files should be updated in the production capture workflow to avoid re-work or duplication.
4. The OCR text should be in ASCII encoding and should generate sandwich PDFs to avoid showing garbage characters at the front while retaining the original scanned content for viewing and printing.
5. Only "100% OCR PDF" shall make this PDF as having passed this stage & usable in further workflows/processes. Non "100% OCR PDF" will not be transferred to HIGH COURT and the same shall not be eligible for billing.
6. Additionally, process and quality standards defined by Government of India for PDF Compliance (as applicable) shall also be adhered to by the vendor, as per below GOV hypertext links:

Link Option:

https://cdnbbsr.s3waas.gov.in/s3c92a10324374fac681719d63979d00fe/creating_accessible_pdf.pdf

ANNEXURE-7
Details of the Bidder

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub: Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand State

a	Name of the firm	
	Office Address	
	Telephone and Fax Number	
b	Works Address	
	Telephone and Fax Number	
c	Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
d	Name of the Contact person Phone/ Mobile Phone No. Email ID	
e	Status of the Bidder (such as Govt. Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, HUF, SSI, Dealer/Distributor /Stockiest, etc.)	
f	Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration Noand Date.....
g	Details of Technology Provider	Name of the OEM: Address of the OEM: Authorization Certificate/ letter No.and Date..... valid up to.....
h	GST Registration	OEM - No.and Date..... SERVICE CENTER- - No.and Date
i	Details of ISO Certificate	i. No.....Date..... Valid up to.....
	Date:	(Seal & Signature of the Authorized ii. Person of the Bidder)

ANNEXURE-8

EMD DECLARATION - Bidder

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Sub: - Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand

I/We, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer..... (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer.....(Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then.....(name of the tenderer) will be debarred for participation in the tendering process for the procurements of this procurement Entity for a period of **one year** from the date of default

(Signature of the Authorised Signatory,
Official Seal of the Bidder)

ANNEXURE-9
Undertaking by Participant/Bidder

To:
The Registrar General,
High Court of Uttarakhand,
- 263001.

Dear Sir,

Subject: Procurement for scanning/digitization of current and disposed cases, e-court solution, and iso 16363-based integrated case file management ecosystem for the High Court of Uttarakhand State
(On Rs.100/- stamp paper, Notarized)

I/We hereby submitting our bid for above mentioned subject as per the tender specification, the scope of the work.

1. I/We hereby undertake that,

- a) Services and Solution supplied by us comply with the standards of Tender specifications.
- b) The terms and conditions of the RFP tender are part and parcel of this undertaking.
- c) We hereby undertake that the products being supplied against this tender are as follows:

I/ We procure raw material, components, sub-assemblies, etc., which are manufactured in land sharing Countries*.

OR

I/ We procure the finished goods procured directly/ indirectly from the vendors of land sharing Countries* with a valid registered certificate with the competent Authority.

- d) I/We agree to a minimum technical support period for all the supplies and installations as per RFP's requirement.
- e) I/We hereby confirm that we have not quoted a higher price than what was offered by Tenderer/OEM in any state in India in the past year, apart from the escalation of 5 due to market conditions. In case of an increase in price beyond 5%, we hereby undertake to furnish complete details of break up prices and cost components substantiating the price variation, as and when required by the tender inviting authority.
- f) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.
- g) I/We have adequate manpower for installation of the software, technical support team & training the department officials as per Project deliverables.
- h) I/We hereby undertake that, we (in case of Authorized Dealers/distributors) will produce a legal agreement between us and the OEM/OSD for a minimum period of five years from the date of award of the contract for the supply of products manufactured by the OEM/OSD as per the specifications, terms of and conditions of the Contract. Failure to produce such an agreement will result in the cancellation of the order.
- i) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers, and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.

- j) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/misrepresented/forged documents or statements.
- k) I/We have not blacklisted/barred in any of the Govt./Private origination from participating in the Tenders or effecting supplies/services OR by Govt E-marketing portal for listing their items due to not meeting critical conditions/security clearance etc. etc during the past.
OR delisted/barred/penalized by the (Government e-Marketing Portal (GeM) for the reasons of not fulfilling or breaching of terms of the Portal as on the date of Tender submission.
- l) I/Weis aware of the fact that, if the information provided by us in this certificate/declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LOI and further legal action against us in accordance with the law.

Date: / /

Authorized Person's Signature of
the participant Bidder

Name & Designation with Seal

***Should be sworn before a Notary**

Annexure-10

PERFORMANCE BANK GUARANTEE (Draft)

(For reference – if required - for the tender)

Ref:
Bank Guarantee No:
Date:
To:
Registrar General
High Court of Uttarakhand
-263001.

1. Against contract vide Advance Acceptance of the Tender No. _____ Dated : _____ covering "RFP FOR SELECTION OF VENDOR FOR THE _____" (hereinafter called the said 'contract') entered into between the High Court of Uttarakhand, (hereinafter called the Purchaser) and M/s. _____, having its Registered Office at _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank/Branch _____) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its Registered Office at _____ and a branch office at _____ are holding in trust in favour of the Purchaser, an amount of Rs. _____ (Rupees _____ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank/Branch) notwithstanding the fact that the same is enforced within Six months after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We(Name of the Bank/Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,(Name of the Bank/Branch)shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only).
- ii). The Bank Guarantee shall be valid up to.....; and;
- iii) We..... (Name of the Bank/Branch)are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorised Signatory
of the Bank

Signature

Full name/designation/
Address of the official and date

WITNESS NO. 1
Signature
Full name/designation/ Address

WITNESS NO. 2
Signature
Full name/designation/ Address

Annexure-11

(For reference – if applicable - for the tender)

Format for Power Of Attorney for Signing Proposal (Draft)

(On a Stamp Paper of value not less than Rs. 100/-)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with, or incidental to our proposal for -----
----- (project/RFP name), including signing and submission of all documents and providing information/responses to Hon'ble High Court, representing us in all matters before SC, and generally dealing with HC in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all such acts, deeds, and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds, and things are lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Company seal & stamp

(Signature)

(Name, Title and Address)

Notes:

1. To be executed by the bidder duly supported by a Board Resolution or any similar document.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure-12
Technical Evaluation calculation

SN	Parameter	Evaluation Criteria		Maximum Score
1	Relevant Experience Of the Vendor	i.	Experience of Five projects of Digitization of Judicial Records (3) (each project 01 numbers)	10
		ii.	Technology Provider's experience of deploying E-court solution on the proposed DMS version (Angular, Node, and Java springboot) under at least one High Court and re-structuring and migrating existing data to the proposed E- Court solution. (4) (each project 5 numbers)	
		iii.	ISO27001:2013 or equivalent Certification (yes= 1 ,No=0) ISO20000-1:2018 for quality Certification for IT Services (Yes= 1 ,No=0) CMMI Level III or Higher (if Yes= 1 , if No=0).	
2	Scope of services and approach Methodology	i.	Presentation of proposed DMS and entire end to end solution of Digitization and Paperless Court (Maximum 25 Marks)	50
		ii.	The bidder who have all format scanners like 50 ADF,10 Flatbed and 50 over Head Book scanner (Maximum 10 Marks)	
		iii.	SOP based JDR deployment approach, integration among components and Experience of implementing the knowledge modelling/semantic suite/AI based retrieval/search in one of the central/state government institution. (Maximum 15 Marks)	
3	Principal Technical Staff	i.	Competence and hands-on experience of the Team Leader/Project Manager in execution and coordination of E-Court solution and CIS integration - Maximum 25 Marks depending in experience	40
		ii.	Team organization and scheduling: Team and experience of implementing E-Court solution on the proposed DMS version, CIS integration, running the E-Court, digitization of current and pending records, and other activities concerning the ongoing court working. Maximum 15 Marks	
		Total		100
