

HIGH COURT AT CALCUTTA

(Tender Notice No.PPC/20/NIT/AC DIGZ Dt. 17.12.2016)

NOTICE INVITING TENDERS FOR AWARD OF CONTRACT FOR SCANNING, DIGITIZING, STORAGE, INTEGRATED RETRIEVAL OF CASE FILES, ADMINISTRATIVE FILES OF HIGH COURT AT CALCUTTA

1. The High Court at Calcutta, invites sealed tenders (in two Bid system) from eligible and reputed Bidders for award of contract for Scanning, Digitizing, Storage and Integrated retrieval of Case files/Administrative files maintained at the High Court of Calcutta consisting of more than **Eighty Crore pages of A4 and/ or Legal size** and having quality of new as well as fragile/very old/old /moderate on actual work basis.
2. The tender document can be downloaded from the official website of the High Court at <http://www.calcuttahighcourt.nic.in> and shall be submitted with tender fee (non refundable) of **Rs.10, 000/- (Rupees Ten thousand only)** by Demand Draft (with 6 month's validity) /Banker's Cheque in favour of "The Registrar General, High Court, Calcutta" payable at Calcutta.
3. Tenders (Technical Bids) will be opened in High Court at Calcutta on **17.01.2017 at 4.00** p.m. in the presence of such of the tenderers or their authorized representatives as may attend.
4. The '**Technical Bid**' and the '**Financial Bid**' with information as detailed in the proforma in Annexure I & II shall be submitted in separate sealed envelopes, superscribing "**Technical Bid**" and "**Commercial Bid**" on the respective envelopes. Both these envelopes should be kept in a single bigger envelope with an endorsement at the top "**TENDER FOR DIGITIZATION - NOT TO BE OPENED BEFORE 17.01.2017**".

5. Interested and eligible Bidders may submit their Bid either personally or by Post Registered/Speed Post/Courier to the Registrar General High Court Calcutta, with tender fee (non-refundable) of **Rs. 10,000/- (Rupees Ten thousand only)** by Demand Draft/Banker's Cheque in favour of "The Registrar General, High Court, Calcutta" payable at Calcutta, so as to reach the High Court **on or before 3.30 p.m. on 16.01.2017** The Demand Draft/Banker's Cheque submitted shall be that of a **Nationalized Bank**.
6. The High Court will not be responsible for any delay on the part of the Postal Department/Courier agencies.
7. Any Bid received after the aforesaid last date and time will not be accepted.
8. Conditional Bids will also be not considered.
9. The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.
10. Earnest Money Deposit (EMD) of Rs. 40, 00,000/- (Rupees Fourty lakhs only) shall be submitted along with the Bid by way of Demand Draft/Banker's Cheque or a Bank Guarantee issued by a Nationalized Bank in the prescribed format in Annexure III.
11. Period of completion of work is **36 (thirty six) months** from the date of issue of Work Order.
12. Pre-Bid meeting shall be held on **07.01.2017 (Saturday) at 2.30 p.m.** in the Chambers of the Registrar General, High Court, Calcutta. Clarification if any, on the tender document to be answered in pre-bid meeting should be submitted by the tenderer through e-mail only to registrar_listing@yahoo.com on **06.01.2017** till 5.45 p.m.

- 13.** Last date and time for submission of Bids is **16.01.2017, up to 3.30** p.m.
- 14.** Date, time and Place for opening of Technical Bid(s) is **17.01.2017 at 4.00** p.m. in the High Court of Judicature at Calcutta.
- 15.** Date and time of presentation(s) by the technically eligible Bidder(s) determined on the basis of the information supplied in the tender will be intimated later.
- 16.** Date, time and Place for opening of Financial Bid(s) will be intimated only to the technically qualified Bidders.

**Registrar General
High Court, Calcutta**

High Court of at Calcutta

(Tender Notice No PPC/20/NIT/AC DIGZ Dt. 17.12.2016)

Index

Sl.No.	Description	Page Nos.
1	General Instructions	5- 7
2	Scope of Scanning and Digitization Work	8-10
3	CMS & DMS	11-16
4	General Terms and Conditions	17-26
5	Bidding and Selection Process	27-31
	Selection Process	
	Amendment of Terms and Conditions of Bid	
	Award of Contract	
	Terms of Payment	
	Forfeiture of Earnest Money Deposit (EMD)	
	Bid Validity Period	
6	ANNEXURES	
	I – Technical Bid Proforma	32-36
	II - Financial Bid Proforma	37
	III - EMD Bank Guarantee Proforma	38-39
	IV - Performance Bank Guarantee Proforma	40 - 42
	V : Work Plan	43

High Court of Judicature at Calcutta
(Tender Notice No – PPC/20/NIT/AC DIGZ Dt. 17.12.2016)

GENERAL INSTRUCTIONS

- 1.1. "High Court at Calcutta" is referred to as the "High Court" in this tender document.
- 1.2. Sealed tenders are invited (in two Bid system) from reputed and eligible Bidders for award of contract for Scanning, Digitizing, Storage and Integrated retrieval of the Case files and Administrative files maintained at the High Court, Calcutta consisting of more than **EIGHTY Crore pages*** of A4 and/or Legal size and others on actual work basis. The quantity may vary.
- * The total number of pages may increase or decrease but the payment shall be made for actual number of pages Digitized.*
- 1.3. The Bidders may contact the following Officers of the High Court, for any enquiry relating to the tender, on any working day between **11.00 a.m. to 4.00 p.m. –**

Sl.No.	Name and Designation of the Officer
1	Md. Shabbar Rashidi
Phone:	033-2254-8048
Mobile:	+91-8697742332
E-Mail:	mdshabbar.rashidi@gmail.com
2	Mr Biplab Haldar Section Officer Accounts H.C A.S
Phone:	033-2254-8061
Mobile:	+91-9073374325

E-Mail:	biplabhaldar342@gmail.com
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- 1.4. The Bidder is required to set-up its own Scanning, Digitizing, Indexing, Storage and Integrated retrieval and other ICT infrastructure facilities with UPS, furniture etc. and good quality scanners with high speed scanning capability.
- 1.5. The Bidder is required to ensure that the items/equipment used for Scanning/Digitization is **state-of-the-art** and **tamper-proof**.
- 1.6. Work place, Electricity, Air Conditioners and basic electrical fixtures required for the set-up of the Digitization Centre will be provided by the High Court without cost, to the successful Bidder.
- 1.7.No Hardware/Software will be provided by the High Court. The successful Bidder is required to install all the necessary hardware/software (licensed) for Scanning, Digitizing, Storage and Integrated retrieval of the Case files/Administrative files at its own cost.
- 1.8.The Bidder should either be a Company registered/incorporated under the Companies Act or a Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or even an individual provided he/she fulfils inter-alia the turnover criteria given in clause 1.12. No bidder shall be entertained who is banned/blacklisted by any Government body/statutory authority/Central Public Sector Undertaking/State Public Sector Undertaking.
- 1.9 The Bidder is required to have adequate experience in Scanning, Digitizing, Indexing, Storage and Integrated retrieval of documents including old and fragile and must submit proof in support thereof. Preference will be given to the Bidder having

experience in execution of work of similar nature and volume in Government Organizations, Courts and Public Sector Undertakings.

1.10. The Bidder should have in the very least ISO 9001:2000 certifications.

1.11. The software solution provided must be owned by the Bidder.

1.12. The Bidder must have an annual turnover of not less than **Rs. 400 Crores** (Rupees Hundred Crores) in each of the preceding three financial years (i.e. FY 2013-14, 2014-15 and 2015-16). For this purpose, the bidder will furnish audited balance sheet of the said period along with the bid.

1.13. While giving details referred in clause 1.12 herein above, the Bidder will separately indicate the turnover generated in the business of Scanning and Digitization of records. The Bidder shall also submit necessary work orders and completion certificate along with the Bids filed in support of the claim of the work executed.

1.14. Over-writing/over-typing or erasing of figures in the documents submitted is not permitted and shall render the Bid invalid.

1.15. The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

1.16. The bidder should be an ISO 20000-1 or equivalent certified Company.

– SCOPE OF SCANNING AND DIGITIZATION WORK

2.1. The successful Bidder, after receiving the Case files / Administrative files from the High Court, shall Bar code them and provide proper receipt for each Case file/Administrative file, to the High Court. The High Court will provide the Case files/Administrative files only to an authorized staff of the successful Bidder deputed for receiving the Case files/Administrative files on day to-day basis. Similarly, the Scanned and Digitized case files shall be returned to the High Court on day to-day basis.

2.2. Movement of the Case files/Administrative files to the Scanning/Digitization Centre after they are handed over to the successful Bidder is required to be undertaken in a secured manner so that no damage is caused to the Case files/Administrative files.

2.3 It shall be the responsibility of the successful Bidder to ensure that the case files/administrative files handed over to them are kept in proper condition and no document is soiled/lost/misplaced/damaged, etc.

2.4. The workflow of Digitization Centre will be formulated and finalized by the High Court so as to synchronize it with the functioning of other Sections of the High Court.

2.5. The process of Scanning/Digitizing of the Case files/Administrative files shall include the following:

- (i) The successful Bidder is required to prepare the Case files for Scanning and Digitization, by removal of tags, pins, dust, etc.
- (ii) Trimming, tearing or cutting of the Case files/pages is not permitted
- (iii) The Scanning of the pages is required to be in mono, grey-scale or color as prescribed by the High Court
- (iv) Scanning/Digitization of each page is required to be done with proper image processing and quality control which shall include cleaning, spot reduction etc. to ensure proper readability of the final output
- (v) The Scanned/Digitized data is required to be stored in searchable PDF/A format
- (vi) The Metadata of each Case file is required to be recorded in the PDF file itself. The Metadata inserted inside the PDF must conform to the XMP specification for storing rich Metadata which enables importing of the Metadata fields directly in the Content Management System/Document Management System to database. Annotations and bookmarks for the relevant pages are also required to be recorded in the PDF files and stored as separate attributes in the database for searching purposes;
- (vii) XML output of the Metadata with other details of the PDF files is also required to be simultaneously generated by the Bidder;

(viii) The PDF files generated are required to be indexed, so as to facilitate weeding of the Digitized Case files by deleting relevant pages of the PDF files which are to be weeded out after expiry of the prescribed period.

3. CMS/DMS

- 3.1. The CMS/DMS should be capable of handling more than one PDF file for each Case file, as per the requirement of the High Court;
- 3.2. The PDF/A is required to comply with the following specifications:
 - (a) PDF/A format is required to be ISO 19005-1:2005 or later;
 - (b) The compressed PDF files created for viewing are required to be 50-80% compressed as compared to standard CCITTG4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Color/Grey scale images and shall retain search ability, clarity of image and print quality. It is also required to be a linear zed PDF {as defined by PDF reference manual (ISO 32000-1:2008)} to ensure faster web viewing. Searchable PDF/A shall be created in one single step by processing the input image file(s) thus ensuring that no intermediate manipulation of the contents is possible;
 - (c) The PDF/A files are required to be capable of being digitally signed using an open source Digital Signature Software without requiring any proprietary/commercial software;

- (d) The PDF/A output is required to be capable of being watermarked with the image approved by the High Court; and
- (e) All the transactions are required to be encrypted and protected using only open source software. The encryption policy and algorithm shall be decided by the High Court in consultation with the successful Bidder.

3.3. The Metadata of the Case files are required to include the following fields and up to ten additional fields may be specified at the time of actual implementation of the contract: -

- (1) *Bench Code/Coram
- (2) *Case type
- (3) *Case number
- (4) *Case year
- (5) *Category code
- (6) *Petitioner name(s)
- (7) *Respondent name(s)
- (8) Petitioner Counsel name(s)
- (9) Respondent Counsel name(s)
- (10) *District
- (11) *Judge(s) name
- (12) *Date of disposal
- (13) Act/Section
- (14) Keywords
- (15) Crime Number
- (16) Crime Year
- (17) Crime District
- (18) Accused Name
- (19) Police Station
- (20) Trial Case at District or Tribunal or Single Judge at High Court
- (21) Lower Court Case Type
- (22) Lower Court Case Number
- (23) Lower Court Case year
- (24) Lower Court Order Date
- (25) Lower Court Judge
- (26) District/Place of Lower Court
- (27) Appeal Case Type
- (28) Appeal Case Number
- (29) Appeal Case year

- (30) Appeal Order Date
- (31) Appellate Judge
- (32) District/Place of Appellate Court

Fields marked as "*" are mandatory. However all the available data has to be entered.

- 3.4. Scanned/Digitized data is required to be transferred to Server/SAN/Cloud Storage/Data Centre(s) etc. periodically (to be specified by the High Court), in a secure manner with additional/secondary backup of the digital record.
- 3.5. The output of Scanning/Digitization shall be verified by the authorized officers of the High Court for compliance of all the technical parameters contained in this tender document.
- 3.6. The successful Bidder is required to ensure the regular functioning of the work and share the MIS (Management Information Systems) reports with the High Court periodically. In case of any shortfall, the successful Bidder will make adequate adjustments by providing additional manpower, material and equipment so as to meet the targets set out in the **WORK PLAN** enclosed as **Annexure – V** of the tender document.
- 3.7. The software and the methodology to be adopted by the successful Bidder is required to ensure seamless integration with the work flow followed in software of the High Court which has been

developed using Java, PHP, MySql, PostgreSQL and other open source tools as required.

3.8. The successful Bidder shall develop CMS/DMS specific to the needs of the High Court. The CMS/DMS is required to be developed using open source technologies. The successful Bidder shall handover the complete software solution to the High Court with the **source code** and the intellectual Property Rights (IPR) including copyrights of the entire software solution. The successful Bidder will also handover all the documentation and technical drawings of the software solution and its source code.

3.9. The modules of CMS/DMS are required to be capable of multiple access with security features and facility for updation/versioning.

3.10. CMS/DMS provided by the successful Bidder is required to be platform independent and capable of archival, management and retrieval as per the requirements of the tender document.

3.11. CMS/DMS is required to be web enabled.

3.12. CMS/DMS provided by the successful Bidder is required to ensure seamless integration with the existing workflow based system or any other database of the High Court.

- 3.13. CMS/DMS provided by the successful Bidder is required to have Document and Record caching functionality with no limitation on the number of caching sites.
- 3.14. The successful Bidder may be asked to modify or make provisions for additional reports based on search parameters.
- 3.15. Application Programme Interface's (API's) are required to be provided for connecting CMS/DMS through web and allow other home grown applications of the High Court to read and write data remotely. Source Code, proper documentation and APIs must be made available by the successful Bidder to the High Court.
- 3.16. Provision for storing and retrieval of multimedia information/record available in CD/DVD/Audio/Video format etc. related to the Case files / Administrative files are required to be integrated with CMS/DMS.
- 3.17. The scanners deployed are required to be capable of duplex Scanning and handling fragile/delicate records.
- 3.18. Arrangements are also required to be made by the successful Bidder for Scanning and Digitization of large Maps, Plans, Photographs etc.

- 3.19. The successful Bidder is also required to make provisions in the software solution for weeding of the Digitized Case files/PDF-A.
- 3.20. The successful Bidder is required to incorporate in the proposed CMS/DMS, data Scanned and Digitized if any earlier by the High Court which is currently saved in TIFF/PDF/XML format. These documents will have to be Digitized exactly with same parameters given in the tender for the rest of the pages.
- 3.21. Online payment gateway is required to be integrated into the software solution provided by the successful Bidder, to enable users to pay for retrieval of records on-demand.
- 3.22. Disaster Recovery Management of Scanned/Digitized records will be the responsibility of the successful Bidder.
- 3.23. It will be the responsibility of the successful Bidder to handover the Case files / Administrative files to the High Court after proper stamping and acknowledgement in the same shape and condition in which the Case files were provided.
- 3.24. It will be the responsibility of the successful Bidder to impart adequate training to the staff of the High Court for:
- (i) Scanning, Digitizing and Storage etc.; and
 - (ii) Integrated Retrieval and printing of Scanned/Digitized record.

3.25. It will be the responsibility of the successful Bidder to provide on-site maintenance and support for at least one year after completion of the work without any additional cost.

- GENERAL TERMS AND CONDITIONS

4.1. The Bidder is required to quote the per page rate for Scanning, Digitizing and Integrated retrieval etc. with storage as well as without storage and inclusive of all taxes. This rate will be fixed and valid till finalization of the contract. For avoidance of doubt it is made clear that Bidder should quote the rate keeping in mind that the High Court will not make any additional payment to the successful Bidder for providing on-site maintenance and support during the project duration and for a period of one year after completion of the work.

4.2. The Bids have to be submitted in the proforma prescribed in Annexure I & II for Technical Bid and Financial Bid. Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be rejected.

4.3. The Technical Bid and the Financial Bid are required to be submitted in separate sealed envelopes, super scribing **"Technical Bid"** and **"Financial Bid"** on the respective envelopes. Both these envelopes should be kept in a single bigger envelope with an endorsement at

the top **TENDER FOR DIGITIZATION - NOT TO BE OPENED BEFORE 17.01.2017 "**.

- 4.4. If the Bidder is in the process of or has executed Scanning and Digitization work in any Government Department, Court or any reputed Firm/Company, the name(s), address, contact details, Work Order, completion certificate etc. are required to be submitted with the Bid.
- 4.5. Each tender is required to be accompanied with a Demand Draft/Banker's cheque of Rs.10,000/- (Rupees ten thousand only) payable at Calcutta as the tender document fee (non-refundable) and a Demand Draft/Banker's cheque of Rs.40,00,000/- (Rupees Forty Lakhs only) payable at Calcutta as Earnest Money Deposit, issued by any Nationalized Bank, drawn in favour of **The Registrar General, High Court, Calcutta**. EMD may also be in the form of a Bank Guarantee issued by any Nationalized Bank, in the prescribed format, in favour of **The Registrar General, High Court, Calcutta**. The EMD will be refunded to the unsuccessful Bidder(s) without any interest on a request made by it.
- 4.6. The successful Bidder will be required to submit the letter of acceptance within a period of 3 days from the receipt of the Letter of Intent and thereafter execute the Agreement within the next 3 days. A security deposit in the form of an unconditional Performance Bank Guarantee (in the proforma in Annexure IV) of

10% of the total Work Order value, is required to be submitted by the Bidder within two weeks from the date of execution of the Agreement. PBG shall be valid for a period of 30 months from the date of execution of Agreement between the High Court and the successful Bidder. The amount of PBG will be determined in this manner :

10% of $A \times 20,00,00,000$ where A is the per page rate quoted by the Bidder.

- 4.7. Work Order shall be issued only after execution of the Agreement and the submission of the PBG.
- 4.8. The High Court may recover any amount due from the successful Bidder by invoking the PBG. In such an event, the successful Bidder shall replenish the PBG within 7 days failing which the High Court may terminate the contract and recover the loss/damages from the successful Bidder.
- 4.9. The Bidder(s) qualifying the eligibility criteria may be required to give a presentation. Clarification, if any, may also be sought by the High Court at any stage during the Bidding process.

- 4.10. The successful Bidder will be required to compile and make an instruction manual for Scanning, Digitizing, Storage and Integrated retrieval operations and provide the same to the High Court.
- 4.11. Complete **Software Requirement Specifications (SRS)** for the entire project is required to be made available by the successful Bidder. Technology used for Front-end, Middle-tier, Web Services (UDDI, SOAP, WSDL, etc.) and Persistent Layer implementation are required to be clearly elaborated. Details of Operating System, Application Server, ORDBMS and other platform requirements are also required to be clearly specified.
- 4.12. The successful Bidder is required to provide complete SRS of software solutions proposed to be used for Bar coding and tracking movement of the Case files / Administrative files during the process of Scanning and Digitization.
- 4.13. The successful Bidder is required to handover the complete database of the Bar coded Case files / Administrative files and the logs relating to the movement of the Case files/ Administrative files.
- 4.14. The High Court reserves the right to deny entry to any staff of the successful Bidder or any unauthorized person within the Scanning/Digitization area at Calcutta.

- 4.15.No person/staff engaged by the successful Bidder will make any claim to the High Court, including a claim for employment.
- 4.16.The successful Bidder is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to contract work and the High Court will not be responsible for any breach thereof.
- 4.17.The successful Bidder is required to ensure that the staff engaged by it maintains proper discipline and decorum.
- 4.18.The items/equipment installed by the successful Bidder will not be removed without the permission of the High Court.
- 4.19.The successful Bidder is required to undertake the Scanning and Digitization work of the Case files / Administrative files of the High Court exclusively in the area/space provided by the High Court. The successful Bidder is also required to ensure that the area/space provided by the High Court is not misused or sublet.
- 4.20.The successful Bidder will maintain the scanners/Computers/Servers etc. and other related items/equipment in a proper working condition at all times. In case of failure of any items/equipment, the successful Bidder will make alternative arrangements immediately so that the Scanning and Digitization work does not suffer.

- 4.21. Continuance of the contract and payment for the work done will be subject to satisfactory performance and will also be subject to compliance of all the terms and conditions of the contract.
- 4.22. It will be the responsibility of the successful Bidder to ensure that the work is completed in all respects as indicated in the tender document and the **WORK PLAN** enclosed as **Annexure – V** to the tender submitted by the Bidder.
- 4.23. Time is the essence of the contract. The work is required to be completed within one year from the date specified in the Work Order issued by the High Court. If the work is not performed within the stipulated period, it will be open to the High Court to either cancel the contract and/or impose liquidated damages as per the Clause contained in the TERMS OF PAYMENT of the tender document.
- 4.24. The High Court reserves the right to cancel the contract at any time without assigning any reason and the decision of the High Court will be final and binding on the successful Bidder. In case of any dispute, the Courts at Calcutta alone will have the jurisdiction.
- 4.25. On cancellation of the contract it will be open to the High Court to award the contract to another party and the extra cost incurred

by the High Court in the completion of the work, loss/damages will be recovered from the successful Bidder.

4.26. In the event of cancellation of the contract, the High Court will also be entitled to invoke the PBG submitted by the successful Bidder including the institution of legal proceedings as are available in law. On termination of the contract, the successful Bidder will forthwith remove all its equipment and material and hand over the Case files / Administrative files and other records which are in its possession to the High Court. The successful Bidder will also handover the Scanned and Digitized data to the High Court including CMS/DMS and other operational data. In such an event the successful Bidder will not remove/delete the Digitized data.

4.27. The successful Bidder after successfully storing the Scanned and Digitized data on its computer will transfer the same to the Server/SAN Storage/Data centre(s) etc. and provide access to the High Court.

4.28. Complete secrecy and confidentiality of physical/Digitized records is required to be maintained by the successful Bidder.

4.29. The High Court shall have exclusive rights on the software solution provided by the successful Bidder. The High Court reserves the right to use it at any premise(s) and in any form.

- 4.30. The High Court reserves the right to make inspections prior to the commencement of the work and during its progress.
- 4.31. The successful Bidder will not, without the prior written consent of the High Court, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the High Court in connection therewith, to a third party.
- 4.32. The successful Bidder will indemnify the High Court 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.
- 4.33. The successful Bidder will not outsource the work or any part thereof required to be performed under the contract to a third party under any circumstances. This violation may attract cancellation of the contract and forfeiture of all the guarantees. In such a situation, the cost differential will also be recovered from the successful Bidder.
- 4.34. The Scanned and Digitized records will be the property of the High Court. The successful Bidder will have no right, title or interest in it and will not use it elsewhere.

4.35. The Bids of Bidders blacklisted by the Central Government/State Government, Central Public Sector Undertaking/State Public Sector Undertaking or instrumentalities thereof shall not be considered. The Bids of the Bidders/Proprietors/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall also not be considered.

4.36. Following documents are required to be submitted along with

the Technical Bid :-

- i. Memorandum of Association, Articles of Association and Certificate of Incorporation or partnership deed and registration certificate and/or document(s) validating the existence of business as the case may be, quo the concerned Bidder;
- ii. Authorization to the signatory of the Bid by the competent authority of the Bidder as the case may be.
- iii. Audited Balance sheet of the preceding three financial years i.e. FY 2013-14, 2014-15 and 2015-16 as per clauses 1.12 and 1.13;
- iv. Experience certificate as per clause 1.9;
- v. Certificates as per clause 1.10;
- vi. Details and certificate as per clause 4.4;
- vii. Tender document fee in the form of Demand Draft/Banker's Cheque of Rs.10,000/- (Rupees Ten thousand only) as per clause
- viii. EMD of Rs.40,00,000/- (Rupees FORTY lakhs only) in the form of Demand Draft/Banker's Cheque or Bank Guarantee as per clause

- ix. Work Plan in the proforma enclosed as Annexure – V ;
- x. Affidavit stating that the Bidder is neither blacklisted by the Central Government/State Government/Central Public Sector Undertaking/State Public Sector Undertaking or instrumentalities

Thereof nor any criminal case against the Bidder/its proprietors/ Partners/Directors/Agents is pending before any Court;

- xi. Any other document(s)/certificate(s) required to be submitted as per the tender document.

- BIDDING AND SELECTION PROCESS

Selection Process

- 5.1. Selection of the Bidder will be in two stage evaluation process :
 - (a) Technical and;
 - (b) Financial
- 5.2. Technical Bids received without the tender document fee and the Earnest Money Deposit (EMD) will be summarily rejected.
- 5.3. Technical evaluation will be performed on the basis of information provided by the Bidder in "Part - I: General Information" and "Part -II: Technical Details" contained in **TECHNICAL BID PROFORMA** in Annexure - I of the tender document.

- 5.4. Financial Bids of only such Bidders who qualify the Technical Bid will be opened.
- 5.5. Bids are required to be submitted in sealed envelopes, marked and addressed strictly in the manner indicated in the tender document. Failure to do so may result in the rejection of the Bid. Bids transmitted by fax or email will not be accepted. Bids received after the last date and time mentioned in the tender will also not be accepted.
- 5.6. The High Court also reserves the right to reject the Bid(s), amongst others, for the following reasons:
- i) If each and every page of the Bid document is not signed and stamped by the Authorized Signatory of the Bidder;
 - ii) If the Bids are not submitted in accordance with the prescribed conditions;
 - iii) If a conditional Bid is submitted by the Bidder;
 - iv) If the Bidder fails to deposit the PBG and/or fails to execute the contract documents within the time stipulated in the Letter of Intent or within such extended period as may be specified by the High Court;
 - v) If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the High Court for three years.

AMENDMENT OF TERMS AND CONDITIONS OF BID

5.7. The High Court reserves the right to modify the terms and conditions of the tender document before the last date of submission of Bids taking into consideration the discussions held during the pre-Bid meeting and such modification(s)/corrigendum will be published only on the official website of the High Court <http://www.calcuttahighcourt.nic.in>. The bidders are advised to visit the website mentioned above on regular basis to check for updates.

5.8. If the situation so demands the High Court may extend the last date and time for submission of the Bid by uploading the notice in the Official Website of the High Court.

AWARD OF CONTRACT

5.9. The High Court may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the High Court in this regard shall be final and binding on the Bidder(s).

The High Court, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

TERMS OF PAYMENT

5.10. Bills may be raised by the successful Bidder at the end of each quarter for the work performed during the quarter so that payment

may be made after due verification of the work done by the successful Bidder during the relevant quarter.

5.11. Work should be performed by the successful Bidder in accordance with the time schedule specified in the contract. In case of any delay in the execution of the work by the successful Bidder, it will be open to the High Court to impose liquidated damages at the rate of 2% of the amount of work not performed during the relevant quarter. In such an event, the successful Bidder will also be required to perform the remaining work during the next quarter in which case the total work required to be performed in the next quarter will include the left over work of the previous quarter(s).

5.12. If the work has been performed as per the agreed terms, payment for Scanning, Digitization, Storage and Integrated retrieval under the contract will be made on quarterly basis, subject to statutory and other deductions, penalties and damages recoverable under the contract.

5.13. The successful Bidder will pay all the applicable taxes.

5.14. Payments under the contract will be made only in Indian currency.

FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

Seal

ANNEXURE - I**TECHNICAL BID PROFORMA****Part – I: General Information**

(To be filled by the Bidder)

S.No. Description Information to be furnished by the Bidder

Description/name of the Bidder

Year of establishment/ incorporation

3.a Whether proprietorship/ partnership/ limited company etc.

3.b Name(s) of the Proprietor/ Partner/ Managing Director etc.

Postal address

Contact number(s)

Fax

e-mail

Whether the Bidder has any office or branch in Calcutta. If so, give details with complete address, contact person & contact number(s).

Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with work order and satisfactory completion certificate of the competent authority)

Details of single largest order for similar nature of works completed/executed during the preceding three financial years (i.e. FY 2013-14, 2014-15 and 2015-16)

Turnover for the last three financial years viz. .2013-14, 2014-15 and 2015-16 with break-up details of turn-over in Digitization. Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.

Details of the existing clients is required to be enclosed with this proforma in the following format:

(a) Name of the Company/Organization/Office

(b) Contact person with telephone number and E-mail.

(c) Contract Period

(d) Copy of Work Order/completion certificate is required to be enclosed

Whether the Bidder is executing or has performed work of a similar nature for other High Court(s)/Civil Court(s) and if yes, give details.

Whether the Bidder is empanelled with a Government Undertaking/ Government Organization/ Public Sector Undertaking and if yes, give details.

Whether the Bidder has ever been blacklisted and if yes, give details.

Whether any criminal case is pending against the Bidders/Proprietor/their Partners/Directors/Agents before any Court and if yes, give details.

The Bidder is required to furnish the following details with proof:

(a) PAN number

(b) Central Sales Tax/State Registration Number

Bankers' Name and address (Bankers' solvency certificate is required to be attached)

Income Tax returns of the preceding three financial years (i.e. FY 2013-14, 2014-15 and 2015-16) are required to be attached

Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.

Date:
Place:

Authorized Signatory
(Name & designation)
Seal

TECHNICAL BID PROFORMA

Part – II: Technical Details

(To be filled by the Bidder)

S.No. Description Information to be furnished by the Bidder

Details of Server(s) (with configuration and OS) the Bidder intends to install.

Details of the Storage/SAN Server(s) the Bidder intends to install.

Details of the Computers, Hardware, Equipment, the Bidder intends to install.

Details of the Scanners (make, model, Scanning/digitization speed, duty cycle and other features) the Bidder intends to install.

Details of Networking proposed to be established by the Bidder.

Number of technical persons proposed to be engaged by the Bidder for Scanning/digitization/storage/integrated retrieval with details of their educational qualifications, experience, functions, etc.

Number of non-technical persons proposed to be engaged by the Bidder with details of their educational qualifications, experience, functions, etc.

The amount of space/area required by the Bidder for execution of the Scanning, Digitizing, Storage and Integrated retrieval.

Proposed output per day in terms of number of pages to be Scanned/Digitized, indexed, stored and retrieved.

Details of the software(s) the Bidder proposes to use for Bar coding the case files, Scanning, Digitizing, Indexing, Storage and Integrated retrieval thereof.

Detailed methodology with stage wise information about the processes, procedures and methods proposed to be employed by the Bidder for providing a complete solution of the entire project with workflow chart.

Risk analysis and its management for the project.

Maintenance and technical support services the Bidder intends to provide.

Process for handing over the Scanned/Digitized data to the High Court including data generated during the bar coding process.

The Bid shall specify the following:

- (a) Technical Specifications and quality standards of the work to be accomplished;
- (b) Technical Specifications of the equipments to be used for accomplishment of the work.

CMS/DMS Specifications with Architectural details

1. i. Whether it provides options of both GUI desktop application and/or web based interface;
 - I. Specify file format limitation, if any;
 - II. Whether it supports bulk import & export of data in XML and CSV format;
 - III. Whether it provides off-line Document & Records Management System;

- IV. Whether it provides integrated platform for Workflow and Web Content Management;
 - V. Capability of the software for sending alerts;
 - VI. Capability of adding Metadata fields in PDF files;
 - VII. Capability of importing/exporting Metadata fields into and from PDF files.
2. Whether it provides Document & Record caching functionality with no limitation on the number of caching sites.
 3. Whether capable of storing Metadata in RDBMS.
 4. Complete Software Requirement Specifications (SRS) for the entire project including technology used for Front-end, Middle-tier, Web Services (UDDI, SOAP, WDSL, etc.) and Persistent Layer implementation as also details of the Operating System, Application Server, ORDBMS and other platform requirements are required to be provided.

Search Parameters

- i. Whether it provides search facility based on Metadata fields;
- ii. Whether it supports complex and multiple criteria based Boolean search;
- iii. Whether it supports Nested searches and
- iv. Whether capable of storing frequently used searches as Save Searches.

Software Security and Access Control Parameters

Whether the CMS/DMS solution provides the following:

- i. Role based access with following minimum built-in-roles :
 - (a) Viewing documents and records;
 - (b) Viewing Metadata;
 - (c) Updation of documents and records;
 - (d) Updation of stored Metadata;
 - (e) Modifying record access and
 - (f) Destroying records.
- ii. Creation of custom Roles and their assignments;
- iii. Assigning roles for a pre-defined period and its automatic revocation thereafter and;
- iv. Complete audit trail/log of each transaction.

MIS Reports Requirements

The CMS/DMS is required to be

- i. Capable of storing standard report requests and formats which can be run specifying varying parameters including:
 - Specific dates and date ranges

- Specific users or groups of users
 - Specific Metadata fields;
- ii. Capable of generating reports both for screen display and printing; and
 - iii. Include tools for designing custom reports.

Key Points of the Proposed Software Solution

- i. Specify number of concurrent Users able to retrieve the records.
- ii. Whether capable of being customized as per requirements of the High Court.
- iii. Whether capable of providing open data portability including ready-to-use API, SDK for JAVA, .Net, PHP etc. to enable its integration with other applications. (provide details)
- iv. Whether it is a proven open source Enterprise Content Management Solution with pre integrated Document Management Solution, Web Content Management Solution, Space Management Solution, Records Management Solution, Workflow Solution etc.

Service support guarantee details be provided

Note : Hardware specifications for each piece of Hardware proposed to be used for Scanning, Digitizing Storage and Integrated retrieval of Case files be provided on separate sheets. Specifications relevant for the purposes of Scanning, Digitizing, Storage and Integrated retrieval of Case files only are required to be provided.

Date:
Place:

Authorised Signatory
(Name & designation)
Seal

ANNEXURE – II

FINANCIAL BID

PROFORMA

(To be filled by the Bidder)

(A) Including Storage

S.No.	Particulars	Approximate number of pages (in Crores)	Unit Price	Tax	Total
1	Rate per page (all including)	80*			

(B) Excluding Storage

S.No.	Particulars	Approximate number of pages (in Crores)	Unit Price	Tax	Total
1	Rate per page (Excluding storage)	80*			

* The total number of pages may increase or decrease

Date:

Authorized Signatory

Place:

(Name & designation)

Seal

ANNEXURE – III

EMD BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs ----- or such higher value as per Indian Stamp Act, 1899 as applicable in the State of West Bengal. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank Guarantee No. :

Dated :

1. In consideration of the High Court of Judicature at Calcutta

(hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of Rs. 40,00,000 (Rupees FORTY Lakhs only) in the form of a Bank Guarantee from

.....(Name of the Bidder) having its registered office at(hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfillment of the terms and conditions of the tender document published for the Scanning, Digitizing, Storage and Integrated retrieval of its Case files.

We (Name and address of the Bank) (hereinafter called

the "Bank") at the request of (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Registrar General, High Court of Judicature at Calcutta (hereinafter called the "The Registrar General") an amount not exceeding Rs.40,00,000/- (Rupees FORTY Lakhs only) by reason of any breach by the Bidder of any of the terms and conditions contained in the tender document from the date of opening of the Bid.

2. We (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it by reason of breach of the terms and conditions of the tender document by the Bidder.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However,

the liability of the Bank under this guarantee shall be restricted to an amount not exceeding Rs.(Rupees only).

3. The Bank undertakes to pay to the High Court any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal. The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid upto a period of month(s) after the finalization of the contract.
5. We..... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.
6. This guarantee shall remain valid and in full effect from

Date: Place:

Banker's Signature & Seal

ANNEXURE – IV

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank Guarantee No. :

Dated :

1. Whereas M/s. (hereinafter referred to as "Bidder") has to carry out the work of Scanning, Digitizing, Storage and Integrated retrieval of the Case files and Administrative Files of the High Court of Calcutta as per the Agreement dated..... executed between the High Court of Calcutta (hereinafter referred to as "Client") and the Bidder.

2. NOW, THEREFORE, KNOW ALL THE MEN THESE PRESENTS THAT WE,

.....
 having its Head Office

.....(hereinafter called "the Bank") are bound to the "Client" in a sum of Rs..... (.....) for which payment will and truly to be made to the "Client", the Bank binds itself, its successors and assignees by these presents for the satisfactory completion of the Scanning, Digitizing, Storage and Integrated retrieval of the Case files and Administrative Files of the High Court of Calcutta and for providing service support as per the Terms and Conditions of the Agreement.

3. In the event of breach of the agreement dated by the "Bidder", we the Bank, hereby irrevocably and unconditionally guarantee to pay to the "Client", upto the above amount, on receipt of its first written demand, without the "Client"

4. having to substantiate its demand and notwithstanding any dispute, if any, between the "Client" and the "Bidder". The Client's decision in this regard shall be final and shall not be called in question under any circumstances. The Bank Guarantee will remain in

force upto However, its validity can be got extended solely at the instances of the "Client".

5. Our liability under this guarantee is restricted to and it will remain in full force upto and also any extended period provided by the "Client" beyond the aforesaid period and unless a demand in writing is received by the bank on or before, all your rights under the said guarantee shall be forfeited and we shall be deemed to be relieved and discharged from all the liabilities there under.
6. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the "Bidder" or the Bank.
7. The Bank undertakes not to revoke this guarantee at the instance of the "Bidder" for any reason whatsoever.
8. The Bank further agrees that in order to give full effect to the Bank guarantee, the "Client" shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the "Bidder" and the Bank hereby expressly waives all its rights of suretyship and other rights, if any, which are in any way inconsistent with this Guarantee.
9. Sealed with the Common Seal of the of the said Bank thisday of
20.... In witness whereof the Bank, through its
 authorized Officer,

has set its hand and stamp on thisday of

20...For Bank.....

Witness:

ANNEXURE – V WORK PLAN

Work Plan and Project Management Strategy for
the entire period of the project:

S.N. Activity Months

1 2 3 4 5 6 7 8 9 10 11 12

- (a) Indicate major risks factors and their mitigation plan at the start of and during the project implementation through milestones.
- (b) Indicate all main activities of the assignment, including deliverables, progress reports and other benchmarks for each phase.
- (c) Duration of activities shall be indicated in the form of a Bar chart/Gantt chart.

Date:

Place:

Authorised Signatory

(Name & designation)

Seal