



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in



RAJASTHAN HIGH COURT JODHPUR

Request for Proposal (RFP)

FOR SCANNING AND DIGITIZATION OF HIGH COURT RECORDS

Rajasthan High Court, Jodhpur (Rajasthan)
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ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called offeror or quoter.
Contract	"The Contract" means a legally enforceable agreement entered into between Rajasthan High Court and the selected bidder(s) with mutual obligations. The Contract / Project Period shall be completion of Warranty & Support Services from the date of acceptance of the delivery of the all item of tender by
Day	"Day" means a calendar day as per GoR/ GoI.
EMD	Earnest Money Deposit
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
ML	Manufacturing License
NIT	Notice Inviting Tender
OEM	Manufacturer of Items
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
Project Site	"The Project Site", wherever applicable, means the designated place or places
PSD/ SD	Performance Security Deposit
Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RHC in this RFP document.
RFP	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
RHC	Rajasthan High Court, Jodhpur
RISL	RajCOMP Info Services Limited
Services	"Services" means the services to be delivered by the successful bidder and as intangible equivalent of an economic good.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan.
STQC	Standardization Testing and Quality Certification, Govt. of India
TIN	Tax Identification Number
TPA	Third Party Inspection Agency
GSTIN	Goods and Services Tax Identification Number
WO/ PO	Work Order/ Purchase Order
Working Day	A Working Day from 10:00 AM to 05:00 PM except Rajasthan Government Holidays.
Annex.	Annexure



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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Registrar General, Rajasthan High Court, Jodhpur, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Rajasthan High Court or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Rajasthan High Court, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Rajasthan High Court may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



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NOTICE INVITING TENDER

No. HC/SK/2017-18/499

Dated:09.11.2017

Rajasthan High Court, Jodhpur invites tenders for Scanning/Digitization and Document Management system for judicial records having approximately 7,00,00,000 (7 Crore) Pages where 3.5 crore pages are in Principal Seat at Jodhpur and 3.5 crore pages in Bench at Jaipur. Actual number of pages may vary as this is only a tentative calculation. All details related to this RFP can be viewed and downloaded from website: <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> & <http://hcraj.nic.in>. RFP document can also be seen in NIT exhibited on website <http://www.dipronline.org>. Proposal shall be submitted online in electronic format on website: <http://eproc.rajasthan.gov.in>.

Cost of Tender Document (non-refundable) (in Favour of Registrar General, Rajasthan High Court, Jodhpur)	Rs. 2000/- (Rupees Two Thousand only)
e-Tender Processing Fee (non-refundable) (in Favour of MD, RISL, Jaipur)	Rs. 1000/- (Rupees One Thousand only) /-.
Estimated Project Cost	Rs. 4,29,05,000/- (Rupees Four Crore Twenty Nine Lakh Five Thousand only)
Earnest Money Deposit (EMD)	2% of Project Cost
Publishing Date/Time	11.11.2017 at 10:00 AM
RFP Download Start Date/Time	11.11.2017 at 11:00 AM
Date, Time& Venue of Pre-Bid Meeting	17.11.2017 at 11:00 AM In the chamber of Registrar (Admn.), RHC, Jodhpur
Bid submission Start Date/Time	11.11.2017 at 12:00 AM
RFP Download End Date/Time	11.12.2017 at 12:30 PM
Bid submission End Date/Time	11.12.2017 at 04:30 PM
Submission of Banker's Cheque/Demand Draft/ Bank Guarantee for Tender Fee, EMD, and Processing Fee*	12.12.2017 at 02:00 PM
Technical Bid Opening Date/Time	13.12.2017 at 11:30 AM
Demonstration of proposed solution	Will be intimated later to the open the Technically Bid
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders

- NOTE:**(1) Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque as per above before the last date and time prescribed for on line submission of bids.
- (2) All the prospective bidders who have purchased (who have deposited the draft for proposal fee) RFP documents will be invited to attend the pre-bid/proposal conference.
- (3) Bid Validity 180 Days from the last date of bid submission.
- (4) In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 2.00 p.m. on 12.12.2017, its Bid shall not be accepted.
- (5) The Banker's Cheque/Demand Draft/ Bank Guarantee should be drawn in favour of "Registrar General, Rajasthan High Court, Jodhpur" payable at "Jodhpur" from any Scheduled Commercial Bank.

By Order,

Registrar (Admn.)



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PROJECT OVERVIEW

The High Court of Rajasthan invites Request for proposal for work of Scanning/Digitization of judicial records having approximately 7,00,00,000 (7 Crore) Pages where 3.5 crore pages are in Principal Seat at Jodhpur and 3.5 crore pages in Bench at Jaipur. Actual number of pages may vary as this is only tentative calculation. The scope of work broadly is as under:

1. Understanding the current scenario of records management at High Court.
2. Conceptualizing solution based on requirements of Rajasthan High Court.
3. Setting up state of art digitization centers at Rajasthan High Court, Jodhpur and Bench at Jaipur.
4. Digitization activities include:
 - Scanning of Court records including old and fragile papers.
 - Provision of Indexing in dual language i.e. English and Hindi, though in most of the cases, it will be required only in English.
 - High court wants to go for ease of use and for this purpose digitized case file should be splitted in multiple individual files based on document types and if one document type is getting repeated in a case file then each of the instance of a document type should be splitted as an individual file e.g. if more than one “order” found in a case file then each order should be splitted and stored as an individual PDF file.
 - Storage of digitized data in scientific manner.
 - Retrieval of court record in digital form in secure manner.
5. Setting up solution to cater with the requirements and needs of Rajasthan High Court while ensuring that is in ready to integrate state with High Court’s public portal, Payment gateway, sms servers etc.
6. Application Software & Methodology to be adopted for seamless integration with existing work flow based on Case Information System (CIS) Software developed using PHP / Postgresql/ ASP.NET / ASP Classic.
7. Proposed solution should be an open source Document Management solution which is developed using above mentioned stack and its source code should be available on open internet for download and customization by anyone without any kind of restriction. Source code of base platform of proposed DMS should not be owned or controlled by any individual profit making organization. It should be strictly managed by a community and not for profit organization.
8. Imparting training to High Court Staff on Scanning, Indexing, Storing, Archiving, Retrieval and Printing process and working with software.
9. **Providing support and backup for technical and operational process, after completion of project for a period of 2 years.**



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SCOPE OF WORK

The High Court of Rajasthan requires bidder to perform Scanning/Digitization of records and provide purely open source document management system for storing judicial records having approximately 7,00,00,000 (7 Crore) Pages where 3.5 crore pages are in Principal Seat at Jodhpur and 3.5 crore pages in Bench at Jaipur. Actual number of pages may vary as this is only tentative calculation.

- ➔ Bidder should be able to scan and digitize the entire record within one year time duration with commitment of minimum pages each day, as may be mutually agreed in the space to be made available to such concern for the purpose of scanning / digitization.
- ➔ Batch Processing, Archiving (Scanning and storing into image / digital form) and Retrieval. The papers to be scanned will be mostly of Legal size and printed/taped/handwritten on one side. Papers may be of other sizes and printed/taped/handwritten on both sides as well. The condition of some of the case-records may not be very good being old. The bidder shall come up with technical solution for scanning / digitization of brittle records as well.
- ➔ Bidders need to shadow processes related with records required to be digitized at High court for understanding business requirements. This include study of record rooms, processes, resources available for project, key pain areas etc.

Setting up state of art digitization centers at Principal Seat of High Court of Rajasthan at Jodhpur and Bench at Jaipur.

1. Based on the approved solution, bidder will be required to develop state of art digitization center at Jodhpur and Jaipur. Rajasthan High court will only provide physical space with electricity supply to the bidder. Electricity fittings, if required, would be done by the bidder.
2. The bidder will arrange its own infrastructure including computers, scanners, servers, SAN storage, other peripherals, table, chairs, file racks etc. as per requirement. The bidder will also have on its own, the required LAN work for the purpose, however, already available LAN at the specified place, if any, may be used by the Bidder with prior approval of Rajasthan High Court. The bidder will also require to arrange necessary power backup including DG Set, if required. Air Conditioning of the space provided by High Court will be done by the Bidder, though in some part of the space, Air Conditioning is already available.
3. The bidder should have its own sufficient infrastructure and qualified professionals. On the completion of work, the bidder will take back the infrastructure set up by him except the server and SAN Storage. However, the High Court may also retain the infrastructure on mutually acceptable terms and conditions.
4. At Jodhpur, the records are kept at three places viz., two in the premises of existing building of Rajasthan High Court and one at C-19, Police Line, Ratanada, Jodhpur. The work of digitization of records at Jodhpur would start from the records kept at Ratanada where 550 sq. feet space would be made available. Almost 72 Lakh papers are kept at this place. After completion of this work, the scanning of remaining record will be done either at the place at Ratanada or in the premises of existing building of Rajasthan High Court, Jodhpur or New Building of Rajasthan High Court, Jodhpur.



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5. At Jaipur, the records are kept in the premises of Rajasthan High Court. In the same premises, approx. 5300 Sq. Feet area would be provided where the entire task would be accomplished.
6. Bidders are free to inspect the place where scanning work is to be done.

Following is indicative list of Digitization activities to be included in bidder's scope

1. Receiving and managing records: Bidder to have solid methodology for ensuring smooth and secured exchange of physical records for digitization purpose and maintaining its inventory.
2. It would be sole responsibility of the bidder to ensure that originality of records should not get impacted by putting any mark or sticker on top of its pages or through any other means.
3. The files will be given to the vendor in the condition in which they are. The bidder will be required to prepare the case files for scanning/digitization after cleaning, removal of tags, pins, dust etc.
4. Trimming, tearing or cutting of the case files/pages will not be permitted.
5. Scanning of old and fragile records: Scanning has to be performed at 300 dpi minimum and to be increased in case if records are not legible. Selection of black and white / gray and color mode to be determined on the basis of condition of pages. More fine tuning in this regard will be done during solution conceptualization stage.
6. Image enhancement: Bidder to ensure enhanced image quality of digitized images for purpose of better reading and re production purpose.
7. Indexing or Meta Data in dual language i.e. English and Hindi: Indexing or Meta data of records to be performed on 30 – 40 parameters, in English in most of the cases but in some cases it may be required in both English and Hindi languages. Following are few indexing criteria, however there can be addition in number of fields in final list during solution finalization stage-
 - Case Type, Case Number, Case Year
 - First Party Name(s)
 - Second Party Name(s)
 - First Party Advocate Name(s)
 - Second Party Advocate Name(s)
 - District Name
 - Disposed or Pending
 - If pending – Stage of Case & Next date
 - If Disposed – Nature of Disposal and disposal date
 - Bench – SB/DB/LB
 - Hon'ble Judge(s) Name
 - Act and Section
 - Classification Code and other details
 - Keyword, if any.
 - FIR/Crime Details – Number, Year, Act/Section, Police Station, District
 - Trial Court Details – Court Name, Place, District, PO Name, Case Type, Case Number, Case Year, Order/judgment date
 - Appellate/Revisional Court Details - Court Name, Place, District, PO Name, Case Type, Case Number, Case Year, Order/judgment date



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8. Case file splitting as per Document Types: High court wants to go for ease of use and for this purpose digitized case file should be splitted in multiple individual PDF/A files based on document types and if one document type is getting repeated in a case file then each of the instance of a document type should be splitted as an individual file e.g. if more than one “order” found in a case file then each order should be splitted and stored as an individual PDF/A file. High Court expects more than 20 document types which can exist in a case file. Exact count of document types to be determined during solution finalization stage. Bidder is free to inspect case files for determining document types.
9. Generation of OCRRed PDF/A files on the basis of document types. The PDF/A is required to comply with the following specifications-
 - PDF/A format is required to be ISO 9005-1:2005 or later;
 - The compressed PDF files created for viewing are requested to be 50-80% compressed as compared to standard CCITTG4/JPEG compression (in TIFF/ JPEG/ PDF file format) for Mono/Color/Grey scale images retaining searchability, clarity of image and print quality. It is also required to be a liberalized PDF{as defined by PDF reference manual(ISO 3200-1:2008)} 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;
 - 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;
 - The PDF/A output is required to be capable of being water marked with the image approved by the High Court; and
 - 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.
10. Setting up solution to cater the requirements and needs of Rajasthan High Court while ensuring that it is in ready to integrate state with High Court’s public portal, Payment gateway, sms servers etc.
11. After completion of scanning work, the case file will be moved to authorized checker of the Bidder who will verify the PDF and the entries in the fields and would correct the entries, if required. He will ensure that all the pages of file have been completely scanned and no content is missing. It will also be ensured that the contents are clearly readable and legible. After the case files are verified by Checker of Bidder, he would log out and the file will be sent for verification by the High Court user.
12. Quality control by the High Court user would be done after completion of case file verification by checker of Bidder. At this stage, High Court user will verify the case files scanned in the PDF format and the entries contained therein. If the verification is successful, watermark, bookmark and annotations, as per requirement would be inserted in the scanned document and the document would be digitally signed.
13. Application Software & Methodology is to be adopted for seamless integration with existing work flow based on Case Information System (CIS) Software developed using PHP / PostgreSQL/ ASP.NET / ASP Classic.
14. Proposed solution should be an open source Document Management solution which is developed using above mentioned stack and its source code should be available on open internet for download and customization by anyone without any kind of restriction. Source code of base



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platform of proposed DMS should not be owned or controlled by any individual profit making organization. It should be strictly managed by a community and not for profit organization.

15. Imparting training to High Court Staff on Scanning, Indexing, Storing, Archiving, Retrieval and Printing process and working with software.

16. Conceptualizing solution based on requirements of High Court.

17. Based on study made by the bidder, above mentioned guidelines and solution proposed against RFP's requirements, bidder will conceptualize the solution and present the same to Rajasthan High Court for approval. Proposed solution will be on turnkey basis i.e. Approach and method of digitization services, Document Management system and required infrastructure for performing digitization services and hosting solution.

Help Desk Setup:

- Throughout the process of digitization and scanning work, the bidder will set up a help desk in the premises of Rajasthan High Court Jodhpur and Jaipur to sort out day to working problems and to help out the staff of bidder and also the High Court staff engaged in the work. Whenever any user including High Court users notices any defect in his / her items, the help desk will sort out the problem and ensure that work is not hampered.

Work Schedule:

The Bidder shall ensure that all the required work of SCANNING AND DIGITIZATION IS COMPLETED as per the schedule.



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Information and Instructions to the Bidders

1. Eligibility Criteria:

The RFPs shall qualify based on the following eligibility criteria-

S. No.	SPECIFICATION	DOCUMENT REQUIRED
1	Bidder should be a Registered Company in India under Indian Companies Act, 1956 or The Partnership Act, 1932 or Proprietor firm since last 7 (Seven) years.	i) Copy of Certificate of Incorporation ii) List of Directors as per Memorandum of Association / Articles of Association in case of registered company iii) Copy of the partnership deed in case of partnership firm iv) Copy of registration of firm in case of Proprietorship firm. (Constitution of the firm, if the tenderer is not a sole proprietary concern) v) Copy of the shareholding pattern of the firm/company/sole proprietorship firm/partnership firm giving names of all Directors / Proprietors / Partners of the firm.
2	The Bidder should have a registered number of i. GISTIN/Sales Tax/GST where his business is located ii Service Tax iii. Income Tax / PAN / TIN number	- Copies of relevant registration certificates - Valid GISTIN clearance certificate upto date from the CTO of the circle concerned / PAN No
3	Bidding firm / organization should possess a valid ISO 9001/ISO 27001 certification	Bidder to attach necessary documents
4	The Bidder or its sister / parent / group organization should not have been blacklisted by any State / Central Government, any Public sector undertaking, Corporation, or any other Autonomous organization of Central or State Government at present or during anytime in past..	Bidder to submit an affidavit on stamp paper in this regard that it is in compliance with the clause.
5	Bidder should be a profit making firm with positive net worth and shall have an Average Annual Turnover of at least Rs. 15 Crore per year in the last four Audited Financial years.	Relevant pages of Audited Balance sheet & Profit loss account for the last three financial years Or Certificate to this effect showing profit and turnover issued by Company's statutory Auditors (Chartered Accountant)
6	The Bidder must be a profit making company in each of the last three financial years ending 31st March 2017 as evidenced by the audited accounts of the company	Relevant pages of Audited Balance sheet & Profit loss account for the last three financial years Or Certificate to this effect showing profit and turnover issued by Company's statutory Auditors (Chartered Accountant)
7	The Bidder should have a positive net worth for the last three financial years ending 31st March 2017 as evidenced by the audited accounts of the company. Net worth is	Audited financial statement or C.A. certificate



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	defined as sum of shareholders capital and Reserves & Surplus	
8	<p>DMS experience credentials:</p> <p>i) Bidder / Authorized service provider should have experience of deploying proposed version of DMS in Indian Judiciary</p> <p>ii) Bidder / Authorized Service provider should have experience of deploying latest version of proposed DMS in Central / State Govt. / PSU / Educational Institute having at least 2 crore pages stored in it on open internet for access of unlimited users.</p>	<p>Relevant documents satisfying requirement should be submitted</p> <p>Documents satisfying given requirement along with internet URL of DMS instance to be shared. Rajasthan High Court may like to assess the performance of deployed solution independently.</p>
9	The Bidder must have done digitization and Scanning work in at least 5 Indian Govt. Organizations and having into this business for last 5 years in India	Relevant documents
10	The Bidder should have experience working in Central/ State/ any Govt. Organization and having experience of implementing software in at least 5 separate Govt. Accounts	Purchase Orders
11	OEM of proposed software or one of the core development partner of proposed solution should be CMMI Level 5	Necessary documents to be produced
12	<p>Proposed solution should be an open source Document Management solution which is developed using above mentioned stack and its source code should be available on open internet for download and customization by anyone without any kind of restriction. Source code of base platform of proposed DMS should not be owned or controlled by any individual profit making organization. It should be strictly managed by a community and not for profit organization.</p> <p>DMS should be platform independent. It should be compatible with cross platforms. Bidder needs to ensure that proposed solution runs successfully</p>	Necessary documents to be produced



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	on Linux and Windows Servers. Bidder need to produce references of customers in Central / State / PSUs / Educational sector where proposed solution is running.	
13	Bidder should be an authorized service provider for proposed application in India since last three years or should have support letter from authorized service provider for ensuring assured support for application.	
14	Bidder should have executed software development work at least INR 1 crore from Govt. / PSU / State / Central etc. in last 2 years.	
15	Bidder should be empanelled in any Govt. Agency in India for IT services	

2. Evaluation Criteria:-

(A) Technical Evaluation

S. No.	Criteria	Level	Score	Maximum Score
1	Experience of the firm	≥ 3 Years and <6 Years	5	10
		≥ 6 Years	10	
2	Web Applications running for at least 4000 users	4000	5	10
		More than 4000	10	
3	Average Turnover in last three Years	Rs 15 Cr to <=Rs. 25 Crore	5	10
		≥ Rs. 25 Crore	10	
4	Professional Staff on the payroll of the company	30 to 50	5	10
		50 and above	10	
5	Number of Government clients	10 to 20	5	10
		20 and above	10	
6	Scanning Solutions on Linux and Windows	Linux	5	10
		Linux & Windows	10	
7	Experience in building and handling similar application	1 to 2 client	5	10
		More than 2	10	
8	Demo & Presentation of Proposed applications		30	30
	Total		100	100



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(B) Overall Evaluation Methodology and Award Criteria

1. The tender shall be awarded on Quality cum Cost Based System (QCBS) selection Basis. Under this method, the selection would be based on both the quality of the technical bid and the costs shown in their commercial bid. This 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. A weightage of 60% for technical score and 40% for commercial bid will be given during overall bid evaluation.
 - c. The bidders would be ranked in accordance with the Evaluated Bid Score. The highest Evaluated Bid Score bidder will be eligible for receiving the work order.
 - d. It must be noted that these terms can result in bidder with highest commercial quote winning the bid.
2. The High Court of Rajasthan will take into account technical factors, in addition to the cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula for comprehensive assessment of the bid price and the technical merits of each bid:

$$B = \left(\frac{C_{low}}{C} * 100 \right) * 0.4 + T * 0.6$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid weight for

the Price will be 0.4 and technical score will be 0.6

3. The bidder with the highest Evaluated Bid Score (B) among responsive bidders shall be termed the Successful Bidder. Upon the successful bidder's furnishing of performance bank guarantee/DD/Cash/Banker cheque, HIGH COURT OF RAJASTHAN will notify each unsuccessful bidder and return their Bid Security as per Rules.
4. HIGH COURT OF RAJASTHAN reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Committee action.
5. In case of a tie where two or more bidders achieve the same highest Evaluated Bid Score (B), both the bidders will be invited for discussions and negotiations for issuance of letter of intent.

3. Declarations:



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Every bidder is supposed to submit a declaration in following annexures:-

Annexure A:- Compliance with the Code of Integrity and no Conflict of Interest.

Annexure B:- Declaration by the bidder regarding qualifications.

Annexure C:- Grievance Redressal during procurement process

Annexure D:- Additional Condition of Contract”

4. The bidder to inform himself fully:

The bidder shall be deemed to have been fully satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a week before Pre-Bid Conference.

5. Pre-Bid/Proposal Conference:

(a) All pre BID queries have to be submitted in writing to Registrar General, Rajasthan High Court, Jodhpur on or before by in the format given below on the letter head of the company.

S.No.	Page No	Clause / Point No.	Subject Clarification Sought	Remarks (if any)

(b) Only two people (OEM / System Integrator/Project Manager) will be allowed to attend the Pre-bid meeting. Interested tenderer may choose to attend pre-bid meeting at their own cost.

(c) No queries will be entertained after this allotted time frame. As a result of the discussions in the pre-bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be carried out.

(d) The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, RHC, Jodhpur may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the RFP

Note: It is mandatory to submit the tender fees of Rs 2000/- (In word Two Thousands rupees only) in the form of Demand Draft/Cash/Banker Cheque in favour of “Registrar General, Rajasthan High Court” payable at Jodhpur to participate in Pre-bid meeting.

6. Evaluation of the Proposals

Only the proposals received upto due date and time at the designated place will be considered for evaluation. To facilitate evaluation, Office of Registrar General, Rajasthan High Court may, at its sole discretion, seek clarification in writing from any bidder.

7. Method for submission of the Proposal:

Proposals shall be received on e-portal i.e. <http://eproc.rajasthan.gov.in> by Project Authority in two parts i.e. Technical Proposal and Financial Proposal (BoQ).

8. Documents comprising the Bid-

a. A Single stage-Two envelope/ cover system shall be followed for the bid:

I. Technical bid

II. Financial bid

b. Technical bid shall be in Envelope 1 containing following documents in single PDF File:

S.No.	Documents Type	Document Format
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
	Fee Details	



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2	Tender Fee	Scanned copy of Fee Receipt/DD/ Banker's Cheque/Cash
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (2% of estimated cost)	Scanned copy of DD/ Banker's Cheque/Cash/Bank guarantee as per RTPP Act
Pre-Qualification Documents		
5	Tender Form	as per Annexure-5 at page 47
6	Bidder's Authorization Certificate	as per Annexure-7 at page 50
7	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause Annexure-16 at page 63
Technical Documents		
8	Components Offered	as per Annexure-2 (A) at page 44
9	Work Plan	As per Annexure-2 (B) at page 44
10	Self Declaration NO BLACKLISTING	On non judicial stamp paper of Rs. 100/- as per Annexure-8 at page 51
11	Certificate of Conformity/ No-Deviation	as per Annexure-9 at page 52
12	Undertaking of Authenticity	On non judicial stamp paper of Rs. 100/- as per Annexure-10 at page 53
13	Financial Bid Undertaking	as per Annexure-11 at page 54
14	Manufacturer's Authorization Format	as per Annexure-12 at page 55
15	RTGS Details of Firm	as per Annexure-15 at page 61
16	List of necessary required documents from Bidder for qualifying in Technical BID	as per Annexure-16 at page 62 to 64
17	Compliance Sheet for the DMS specifications	Annexure-17 (with relevant information on Authentic Letterhead) at page 65 to 71
Note: Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price needs to be submitted only on e-procurement website as per the BoQ template.		

- c. Financial bid shall be in Envelope 2 containing following documents in PDF and XLS Format:

S.No.	Documents Type	Document Format
1	Price Bid	As per Annexure-3 at page 45

9. **Validity of the Proposal**

The proposal shall remain valid for consideration for a period of 180 days from the date of opening of technical bid. This validity can be extended for a further period not more than 90 days with consent of the bidders.

10. **Modification/withdrawal of the Proposal:**

No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

11. **The bidders should note the following**

- That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- Strict adherence to formats, wherever specified, is required.
- All communication and information should be provided in writing.
- No change in/or supplementary information shall be accepted once the RFP is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed



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submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the RFP.

- The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, R.H.C. reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory/Project Manager") authorized to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of the Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of Purchase Committee, if satisfied.
- The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

12. **Time Schedule for submission of the Proposal:**

Pre-Proposal Conference/Pre-Bid Meeting	17.11.2017 at 11.00 AM
Time & date for submission start of the RFP	11.11.2017 at 12.00 AM
Time & date for opening of RFP	13.12.2017 at 11.30 AM

The committee constituted under chairmanship of Hon'ble Purchase Committee may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of agenda(s). Communication of such extension to be conveyed to the bidders to whom the original RFP is issued.

13. **Grievance Redressal during the RFP Process:-**

Bidder shall refer to the Annexure C for the process of Grievance Redressal during the process of RFP.

14. **Vexations appeals or complaints.-** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five percent of the value of procurement, whichever is less.



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TERMS AND CONDITIONS OF TENDER & CONTRACT

A) General Conditions of the Bid-

1. Income Tax and GISTN Registration and GISTN Clearance Certificate-

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The GISTN Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable to rejection.

2. Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation-

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ selected bidder(s) and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Eligible Goods and Related Services-

- a. For purposes of this Clause, the term "goods" includes all of the commodities, raw material, machinery and equipment, and/or other materials; and "related services" includes services such as insurance, warranty support and other similar obligations of the successful/ selected bidder(s) under the Contract all items being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All items quoted by the successful/ selected bidder(s) must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.
- b. The OEM/ Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.



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- c. The OEM/ Bidder of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/System Integration partner agreement will not be accepted.
- d. Bidder must quote products in accordance with above clause “Eligible goods and related services”.

5. Notices:

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/The Country India, unless otherwise specified in the contract.

7. Scope of Supply:

- a. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c. The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twenty four months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

8. Delivery-

- a. Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder(s) are specified in the bidding document and/ or contract.
- b. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder(s) of being heard and recording the reasons for repudiation.
- c. The Supplier/ selected bidder(s) shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the bidding document and/ or contract.
- d. Shifting the place of delivery destination: Rajasthan High Court shall be free to shift the place of delivery within the same district. The successful/ selected bidder(s) shall provide all assistance including transportation in shifting of the delivered Items.

9. Supplier’s/ Selected bidder’s Responsibilities:

The Supplier/ Selected bidder(s) shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.



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10. Purchaser's Responsibilities:

- a. Whenever the work of scanning services requires that the Supplier/ Selected bidder(s) obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder(s), make its best effort to assist the Supplier/ Selected bidder(s) in complying with such requirements in a timely and expeditious manner.
- b. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11. Contract Price:

- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b. Prices charged by the Supplier/ Selected bidder(s) for the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder(s) in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12. Recoveries from Supplier/ Selected bidder:

- a. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RHC.
- c. The balance, if any, shall be demanded from the Supplier/ Selected bidder(s) and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13. Taxes & Duties:

- a. The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected bidder(s) as per the law in force at the time of execution of contract.
- b. The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- c. For goods supplied from outside India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d. For goods supplied from within India, the successful/ selected bidder(s) shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e. Revision in GSTIN and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder(s). Revision of any other tax or duty shall be on account of the bidder(s).
- f. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder(s) in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder(s) to benefit from any such tax savings to the maximum allowable extent.



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14. Performance Security Deposit (PSD):

- a. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.
- b. The successful/ selected bidder(s) shall, within Fifteen (15) days of the notification of Contract award, provide a PSD 10% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- c. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder(s) failure to complete its obligations under the Contract.
- d. Form of PSD: Successful bidder will have to deposit PSD in the form of Demand Draft/Fixed Deposit/Bank Guarantee (Unconditional & Irrevocable) in favour of “Registrar General, Rajasthan High Court, Jodhpur”.
- e. Refund of PSD: PSD shall be refunded after one (01) month of the successful completion of the contract period i.e. one (01) month after expiry of “Warranty and Support Services” of all the Items.
- f. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
 - i. When any terms and condition of the contract is breached.
 - ii. When the Supplier/ Selected bidder(s) fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - iii. To adjust any dues against the firm from any other contract with RHC.
- g. No interest will be paid by R.H.C. on the amount of EMD and PSD.
- h. Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ PSD is forfeited.
- i. Forfeiture of EMD/PSD shall be without prejudice to any other right of R.H.C. to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder(s) such as severing future business relation or black listing, etc.

15. Copyright:

The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected bidder(s) herein shall remain vested in the Selected bidder(s), or, if they are furnished to the Purchaser directly or through the Supplier/ Selected bidder(s) by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

16. Confidential Information:

- a. The Purchaser and the Supplier/ Selected bidder(s) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder(s) for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder(s) shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c. The obligation of a party under sub-clauses above, however, shall not apply to information that:



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- i. the Purchaser or Supplier/ Selected bidder(s) need to share with Rajasthan High Court participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting:

- a. The bidder(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority, except for the following:
- Setting-up a helpdesk
 - Establishment of Service support centre / deployment of Resident Engineers
- b. If permitted, the selected bidder(s) shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.
- c. Subcontracts shall comply with the provisions of bidding document and/ or contract

18. Specifications and Standards:

- a. All work done shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).
- b. Technical Specifications-
- i. The Supplier/ Selected bidder(s) shall ensure that the works and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected bidder(s) shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The works and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those



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specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

- d. **The supplier/selected bidder fulfill the compliance requirements as to specifications of DMS as mentioned in Annexure-17 at page 65 to 71**

19. Packing and Documents:

- a. The Supplier/ Selected bidder(s) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- c. The Bidder(s) shall be responsible for any defect in packing and ensure the following:
 - i. The furnished all the items should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
 - ii. The all above items shall be packed in cartons as per requirements of distribution to the District and Subordinate Courts in the States of Rajasthan
 - iii. The packed carton shall be sealed and preserved in the Bidder's / OEM's store location/ Godown/ Warehouse.

20. Insurance:

- a. The related services supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The related services will be performed at the FOR destination in perfect condition.

21. Transportation:

- a. The supplier/ selected bidder(s) shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder(s) shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b. All goods must be sent freight paid through Railways or goods transport from the supplier's/ selected bidder's bill.

22. Inspection:

- a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/



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machineries during manufacturing process or afterwards as may be decided.

- b. As and when a complete Lot is ready for delivery, the selected bidder(s) shall intimate R.H.C. with a written intimation of at least 03 days to conduct Pre-delivery Inspection. The supplier/ selected bidder(s) shall furnish complete address of the premises of his factory, office, go-down or workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c. Registrar General, R.H.C. can may conduct inspection which will be done by Computer Cell, Rajasthan High Court, Jodhpur. RHC shall undertake the inspection before work completion of related work, of the all the items in accordance to the standard procedures being followed by RHC in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected all the items, gaps identified and necessary corrective measurements required by the Bidder.
- d. After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and deliver the all the items at respective locations without any financial liability to the Purchaser.
- e. Rajasthan High Court representatives may conduct Inspection after completion of related services. After completion of inspection, the all the items shall be handed over by the successful bidder to the officer nominated by Registrar General, Rajasthan High Court, Jodhpur. The official nominated by RHC shall provide the sign off on the delivery challan to the bidder.

23. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Department of RHC, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder(s) of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c. The rejected articles shall be removed by the selected bidder(s) within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder's/ selected bidder's risk and on his account.

24. Extension in Delivery Period and Liquidated Damages (LD):

- a. Except as provided under clause "Force Majeure", if the supplier/ selected bidder(s) fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder(s) shall arrange goods supply and related services within the specified period.
- c. Delivery and completion period may be extended with or without liquidated damages, if the



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delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder(s).

- I The supplier/ selected bidder(s) shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 03 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to delay by Rajasthan High Court in performing any of the duties to be performed by them as mentioned in the chapter titled “Scope of work”.
 - When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Rajasthan High Court as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If Registrar General, Rajasthan High Court, Jodhpur is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder(s) has failed to supply or complete :

Identification Lot	work to be done (in %age)	Work Schedule in Days
Lot-1	100%	Within 365 days from the Date of Work Order

25. Authenticity of Equipments-

- a. The selected bidder(s) shall certify (as per Annexure-10) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this



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bidding document and are free from defects in material, workmanship and service.

- b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder(s) shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder(s) shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

26. Patent Indemnity:

- a. The supplier/ selected bidder(s) shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ selected bidder(s) or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder(s), pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder(s) a notice thereof, and the supplier/ selected bidder(s) may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c. If the supplier/ selected bidder(s) fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder(s) in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder(s) for all reasonable expenses incurred in so doing.
- e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder(s) and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or



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administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder(s) may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

27. Limitation of Liability: Except in cases of gross negligence or willful misconduct:-

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder(s) to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder(s) to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

28. Change in Laws & Regulations:

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- b. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

29. Force Majeure:

- a. The supplier/ selected bidder(s) shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- c. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder(s) that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder(s) shall promptly notify the RHC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RHC, the supplier/ selected bidder(s) shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed



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by any reason of Force Majeure for a period exceeding 50 days, either party at its option may terminate the contract without any financial repercussion on either side.

- e. In case a Force Majeure situation occurs with the Rajasthan High Court, Jodhpur, the RHC, Jodhpur may take the case with the supplier/ selected bidder(s) on similar lines.

30. Change Orders and Contract Amendments-

- a. The Purchaser may at any time order the supplier/ selected bidder(s) through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - the method of shipment or packing;
 - the place of delivery; and
 - the related services to be provided by the supplier/ selected bidder(s)
 - The quantity of purchase items/order may be increased and reduced as per final requirement.
 - The approved rate of items will be valid upto 31.03.2016
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder(s) for adjustment under this clause must be asserted within seven (07) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder(s) for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder(s) for similar services.

31. Termination:

a. Termination for Default:

- The tender sanctioning authority of RHC may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 07 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: -
 - If the supplier/ selected bidder(s) fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RHC; or If the supplier/ selected bidder(s) fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - If the supplier/ selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - If the supplier/ selected bidder(s) commits breach of any condition of the contract.
- If RHC terminates the contract in whole or in part, amount of PSD may be forfeited.
- Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.



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b. Termination for Insolvency:

RHC may at any time terminate the Contract by giving a written notice of at-least 07 days to the supplier/ selected bidder(s), if the supplier/ selected bidder(s) becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RHC.

c. Termination for Convenience:

- i. RHC, by a written notice of atleast 07 days sent to the supplier/ selected bidder(s), may 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 Purchaser's convenience, the extent to which performance of the supplier/ selected bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder(s) may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within seven (07) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - To have any portion completed and delivered at the Contract terms and prices; and/or
 - To cancel the remainder and pay to the supplier/ selected bidder(s) an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder(s).

32. Settlement of Disputes-

General: If any dispute arises between the supplier/ selected bidder(s) and RHC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder(s) on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder(s) will also be given an opportunity of being heard.

The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s).

- a. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision. The empowered standing committee shall consist of following members: - (RHC)

Hon'ble Judge	:	Chairman
Hon'ble Judge	:	Member

- c. Procedure for reference to the Standing Committee: The supplier/ selected bidder(s) shall present his representation to the Registrar General, Rajasthan High Court along with a fee equal



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to two percent of the amount of dispute, not exceeding Rupees One Lac, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/or service from the supplier/ selected bidder(s) shall prepare a reply of representation and shall represent the RHC stand before the standing committee. From the side of the supplier/ selected bidder(s), the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder(s) and RHC. The standing committee, if it so decides, may refer the matter to the Registrar General, Rajasthan High Court, Jodhpur for further decision.

- d. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

33. Payment Terms and Schedule:

- a. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- b. Bidder will raise the work of scanning work of those documents only which have been verified by the High Court Staff. Such bills would be raised by the bidder at the end of each quarter for the work performed during the quarter. Vendor may also be asked to submit bill as per any other schedule. Payment of the bills will be made after due verification of the work done.
- c. 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 a penalty at the rate of 2% of the amount of work not performed during the relevant quarter, in addition to the penalties earlier specified. 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).
- d. The successful bidder have to pay all the applicable taxes.
- e. Payments under the contract will be made only in Indian currency.
- f. Due Payments shall be made promptly, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and the purchaser has accepted it.
- g. All remittance charges will be borne by the supplier/ selected bidder(s).
- h. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i. Payment in case of those works which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.



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- j. Advance Payments will not be made.
- k. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- l. Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

34. Service Level Agreement and Penalties

- 1. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- 2. The Bidder shall provide comprehensive, end-to-end service including supply and installation, warranty and replacement of the defective all the items/their components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.
- 3. The selected bidder(s) and RHC shall regularly review the performance of the services being provided by the Selected bidder(s) and the effectiveness of this SLA.
- 4. Applicable penalties shall be calculated on Quarterly basis.
- 5. The total Penalty shall not exceed 5% of the total value of the order. Penalty beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default.

35. Special Terms and Conditions:-

- 1. The bidder shall have to compile and make an instruction manual for scanning / digitizing, storing and retrieving operations and the same shall be provided to the High Court for use of its staff or carrying out the operation of Scanning / digitizing and retrieval.
- 2. The bidder shall have to arrange its own staff for the entire work. The High Court would neither bear any expenses nor accept responsibility for the same and there would be no relationship of employer and employee between the High Court and the staff of the bidder. Likewise, the High Court shall not be a principal employer of the employees employed by such bidder for the purpose of Employees' Compensation Act.
- 3. The High Court shall only provide space for work with electricity supply. Electricity fittings, if required, would be done by the bidder. The bidder will arrange its own infrastructure including computers, scanners, other peripherals, table, chairs, file racks etc. as per requirement. The bidder will also have on its own, the required LAN work for the purpose, however, already available LAN at the specified place, if any, may be used by the Bidder with prior approval of Rajasthan High Court. The bidder will also require to arrange necessary power backup including DG Set, if required. Air Conditioning of the space provided by High Court will be done by the Bidder, though in some part of the space, Air Conditioning is already available.
- 4. The bidder will ensure that the space and other facilities provided to it by the High Court are not misused in any manner.
- 5. The bidder should have its own sufficient infrastructure and qualified professionals. On the completion of work, the bidder will take back the infrastructure set up by him except the server and SAN Storage. However, the High Court may also retain the infrastructure on mutually acceptable terms and conditions.
- 6. The High Court reserves the right to deny entry into its premises to any staff member of the bidder, if so deemed appropriate by it.
- 7. The bidder will ensure that the staff engaged is disciplined and maintains full decorum of the Court.
- 8. The Firm shall provide all the required Hardware for Digitization of Records to the High Court and after completing the project and after completion of the work, the firm shall hand



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over the all updated software and also the database to the High Court. The bidder should also propose and supply necessary IT infrastructure for deploying and running proposed document management solution for 250 concurrent users and hosting 7 Crore pages initially. Bidder should keep in view that this is initial requirement and proposed hardware should be scalable for managing additional load of documents in future.

9. The successful bidder shall undertake the job of Scanning/ digitization only in the premises provided by High Court.
10. The bidder may be allowed to do the scanning/ digitization work on all working days. The timings and work schedule will be decided, mutually between the bidder and High Court but in all probability it must coincide with the office timing of the High Court.
11. The High Court will provide the files to the authorized representative of the bidder supervising the Scanning / digitizing work, on day to day basis under proper receipt and it will be the responsibility of the bidder to accomplish the task of scanning / digitization after following all the processes, namely Unbundling, Re-bundling, Super Indexing, Scanning/ Digitizing, Splitting & Merger, Page numbering, Storing, Retrieval etc. The files will be provided at the place where they are stored and it will be the responsibility of the bidder to move the files to the place of scanning.
12. It will be the responsibility of the bidder to return the files to the High Court Staff under acknowledgment in the same shape and condition these were taken.
13. The bidder will ensure that the documents/ files handed over to him are kept in proper condition and no document is soiled / lost / misplaced /damaged.
14. The bidder, after successfully storing the data on its own computer shall transfer the same on the computer to be provided by the High Court along with the documentation, technical and user manual. However, the bidder shall be fully responsible for the proper archiving, storing and retrieval of the Scanned/ Digitized data for a minimum period of one year after completion of its work on its hardware. The High Court may seek suggestion of the bidder about the configuration and the number of computers and other hardware for Archival and Retrieval of digitized data, including backup.
15. Complete secrecy and confidentiality is required to be maintained by the bidder and its employees.
16. The bidder shall not be allowed to take away any file / record etc. either in the shape of hard copy or soft copy and the work is to be carried out in the High Court premises itself.
17. The bidder has to develop and supply two copies each of the software products along with source code. The bidder has to develop the software specific to High Court needs, with water marking and digital signature facilities. Such application software will be well integrated with CIS software, already implemented and in use in this court.
18. The software module should have multiple accesses with security features, with facility for Updation of information.
19. It shall be the duty of the bidder to have the licensed software updated from time to time and provide all possible assistance / help during the scanning/ digitization work.
20. Time is the essence of contract and the bidder shall adhere to the time schedule, contracted page work and deadline as prescribed by the High Court for execution of the work.
21. On the completion of the work, the bidder shall hand over the latest updated software and also the database to this Court, which shall become the property of High Court of Rajasthan for all intents and purposes.
22. **Copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in High Court of Rajasthan and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of High Court.**

35.1 SLA adherence during Warranty and Support Services

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract



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/ Project, failing which the selected bidder(s) is liable to be penalized:

S. No.	Type of Incident	Target Resolution time	Penalty
1	Any defect in all the items/work done or any of its part	T+7 days	No penalty
		> T+ 7 days	Rs. 100 /- per day till the defect is rectified
		> T + 90 Days	If the selected bidder(s) fails to rectify a defect within 90 days, RHC may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document

Note: T is the time when user reports the defect with the all the items at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person.

35.2 *Inspite of above Terms & Condition Rules of GF&AR-II and Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 would be applicable.*



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Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.



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Annexure-B

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement/work of in response to their Notice Inviting Bid No. Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:



Annexure-C

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- Determination of need of procurement;
- Provisions limiting participation of Bidders in the Bid process;
- The decision of whether or not to enter into negotiations;
- Cancellation of a procurement process;
- Applicability of the provisions of confidentiality

(5) Form of Appeal

- An appeal under Para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.



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- (6) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative. **Fee for Filing Appeal**
- (a) Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of ban demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) **Procedure for disposal of appeal**
- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.



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Form No. – 1
Memorandum of Appeal
(See sub-rule 1 of rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before.....(Appellate Authority)

1 Particulars of appellant:

- (i) Name and father's name of the appellant :.....
- (ii) Official address :.....
- (iii) Residential address :.....

2. Name and address of the respondent(s)

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

.....

4. If the Appellant proposes to be represented by :.....

a representative the name and postal address of the representative.

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

.....

.....(Supported by an affidavit)

7. Prayer

Place

Date

Appellant's Signature



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Annexure-D **Additional Conditions of Contract**

1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original contract. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one bidder at the time of award.-

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



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ANNEXURE-1: TECHNICAL CRITERIA

Rajasthan High Court

(Tender Notice HC/SK/2017-18/499, Dated 09.11.2017)

TECHNICAL BID PROFORMA

Part-I: General Information

S.No.	Description	Information to be furnished by the Bidder
1	Description / Name of the Bidder	
2	Year of establishment / Incorporation	
3	Whether Proprietorship / Partnership / Limited / Company etc.	
4	Name of the Proprietor / Partner / Managing Director etc.	
5	Postal Address Contact Number (s) Fax E-mail	
6	Whether the Bidder has any office or Branch in Rajasthan. If so give details with complete address, contact bidder & Contact Number (s)	
7	Number of similar nature of works undertaken in the past with names of Institutions (Brief Description of work to be mentioned with work order & Satisfactory completion certificate of the competent authority)	
8	Details for single largest order for similar nature of work completed /executed during the preceding Three financial years (i.e. FY 2014-15 2015-16 and 2016-17)	
9	Turnover for the last three financial years: (a) 2014-15 (b) 2015-16 (c) 2016-17 Year wise audited Balance sheet is required to be attached with relevant work orders.	
10	Details of the existing clients is required to be enclosed	



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	<p>with this Performa in the following format:</p> <p>(a) Name of the Company / Organization / Office</p> <p>(b) Contact Bidder with contact number and e-mail</p> <p>(c) Contract Period</p> <p>Copy of the Work Order / Completion certificate is required to be enclosed.</p>	
11	Whether the Bidder is executing or has Performed work of similar nature for other High Court (s) / Civil Court (s) and if Yes, give Details.	
12	Whether the Bidder is empanelled with a Government Undertaking / Government Organization / Public Sector Undertaking and if Yes, Give Details.	
13	Whether the Bidder has ever been black listed and if Yes, give Details.	
14	Whether any Criminal Case is Pending against the Bidder / others Partners / Directors / Agents / before any Court and if Yes, Give Details.	
15	<p>The Bidder is required to furnish the following details with proof:</p> <p>(a) PAN Number</p> <p>(b) GSTIN Registration Number</p> <p>(c) Service Tax Registration No.</p>	
16	Bankers Name and address (Solvency certificate is required to be attached)	
17	Income Tax returns of the Preceding Three financial years (i.e. FY 2014-15, 2015-16 and 2016-17) is required to be attached	
18	Any other Information which the Bidder considers appropriate is required to be furnished for the purpose of this Bids	

Date:

Authorized Signatory

Place:

(Name & Designation)

Seal



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Rajasthan High Court

(Tender Notice No. HC/SK/2017-18/499, Dated 09.11.2017)

TECHNICAL BID PROFORMA

Part-II: Technical Details

S.No.	Description	Information to be furnished by the Bidder
1	Details with make and configuration of Server (s) and OS the Bidder intends to install.	
2	Details and make of the Storage / SAN Server (s) the Bidder intends to install.	
3	Details of Computers, Hardware, Equipment, the Bidder intends to install.	
4	Details of Scanners (Make, Model, scanning, digitization speed, duty cycle and others features) the Bidder intends to install.	
5	Details of Networking proposed to be established by the Bidder	
6	Number of technical persons proposed to be engaged by the Bidder for scanning / digitization / storage / integrated retrieval with details of their educational qualification, experience, functions etc.	
7	Number of non-technical persons proposed to be engaged by the Bidder for scanning / digitization / storage / integrated retrieval with details of their educational qualification, experience, functions etc.	
8	Proposed output per day in terms of page to be scanned / digitized, indexed, stored and retrieval	
9	Details of the Software (s) the Bidder proposes to use for Bar coding the case files scanning / digitizing /indexing, storage and integrated retrieval thereof	
10	Details of methodology with stage wise information about the processes, procedures and methods proposed to be employed by the Bidder and methods proposed to be employed by the bidder for providing a complete solution of the	



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	entire project with work flow chart.	
11	Risk analysis and its management for the project.	
12	Maintenance and technical support services the Bidder intends to provide.	
13	Process for handing over the scanned / digitized data to the High Court including data generated during the Bar coding process.	
14	The bid shall specify the following : (a) Technical Specification and quality Standards of the work to be accomplished; (b) Technical Specification of the equipments to be used for accomplishment of the work	
15	Bidder shall submit duly filled compliance along with screenshots for functionalities of proposed DMS as per specifications provided in RFP document	
16	Bidder shall provide details of IT infrastructure, it planning to deploy at High Court for purpose of deploying and running the proposed DMS.	

Note: Hardware specifications for each piece of Hardware proposed to be used for scanning/digitizing/storage/integrated retrieval of Case files be provided on separate sheets. Specifications relevant for the purposes of scanning/digitizing/storage/integrated retrieval of Case files only are required to be provided.

Date:

Authorized Signatory

Place:

(Name & Designation)

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ANNEXURE-2: COMPONENTS OFFERED & WORK PLAN

{ Must be filled by the bidder }

Ref.: NIT No: HC/SK / 2017-18/499

Dated : 09.11.2017

(A) COMPONENTS OFFERED

S.No.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details(Name, Address, E- Mail, Mobile Nos.)

** Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-1 titled “Technical Specifications”)

(B) Work Plan

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

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

- Indicate major risks factors and theirs mitigation plan at the start of progress reports and other benchmarks for each phase.
- Indicate all main activities of the assignment, including, deliverables, progress reports and other benchmarks for each phase.
- Duration of activities shall be indicated in the form of a bar chart / Gantt chart.

Date: _____

Place: _____

Authorized Signatory

(Name & Designation)

Seal



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Annexure-3

High Court of Rajasthan

(Tender Notice No. HC/SK/2017-18/499, Dated 09.11.2017)

PRICE BID PROFORMA(BoQ) (on e-Proc website):

Item Rate BoQ							
Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur							
Name of Work: Tenders for Scanning/Digitization and Document Management system for judicial records having approximately 7,00,00,000 (7 Crore) Pages where 3.5 crore pages are in Principal Seat at Jodhpur and 3.5 crore pages in Bench at Jaipur							
Contract No: HC/SK / 2017-18 / 499 Dated : 09.11.2017							
Bidder Name : 							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	No. of Pages	Units	Estimated Project Cost	BASIC RATE In Figures To be entered by the Bidder (incl. all taxes)	TOTAL AMOUNT (incl. all taxes)	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Digitalization Work at RHC, Jodhpur & Jaipur Bench						
1.1	Rate per page (including Infrastructure cost for deploying and running proposed DMS and all other expenses) (Approx. 3.5 Crore Pages at Jodhpur & Pages 3.5 Crore at Jaipur)	01	Nos.	42905000.00		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

- * The rates shall be filled up separately in given format on e-procurement portal with financial bid.
- * The total number of pages may increase or decrease.



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Annexure-4: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder as a part of the RFP)

Date:

Place:

Registrar General
Rajasthan High Court,
Jodhpur

Dear Sir,

Sub: FOR SCANNING AND DIGITIZATION OF HIGH COURT RECORDS

Please find enclosed 2 (two) copies (one original and one duplicate) of our “Request for Proposal” (RFP) in response to the issuance of RFP by RHC for Selection of a Bidder FOR SCANNING AND DIGITIZATION OF HIGH COURT RECORDS at Rajasthan High Court, Jodhpur and Bench Jaipur. We hereby confirm the following:

- The RFP is being submitted by (*Name of the Bidder*) in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendum's sent by RHC. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- (*mention the name of the Bidder*), satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. (*mention name, designation, contact address, phone no., fax no., E-mail id, etc.*), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of [*not less than 3 (three) months*] from the last date for submission of the RFP. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorized Representative/
Signatory) Name of the
Person.....

Designation.....
..... (Kindly attach
the authorization letter)



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ANNEXURE-5 “TENDER FORM”

RAJASTHAN HIGH COURT, JODHPUR

TENDER FORM FOR SCANNING AND DIGITIZATION OF HIGH COURT RECORDS

No. HC/SK/2017-18/499

Dated: 09.11.2017

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court, High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2541338, 2545516
Tele Fax	0291-2546974
Email	mailto:hc-rj@nic.in (clearly mention the NIT no. in the subject of the mail)

Firm Details :

Name of Firm	
Name of Contact Person with Designation	
Registered Office Address	
Address of the Firm	
Year of Establishment	
Type of Firm (Public Limited/ Private Limited/ Partnership/ Proprietary)	
Telephone Number(s)	
Email Address/ Web Site	Email : _____ Web-Site: _____
Fax No.	
Mobile Number	
Certification/Accreditation/Affiliatio	

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.
- 4) The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC _____ dated _____.
- 5) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____



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ANNEXURE -6: PROPOSAL FORMAT FOR ORGANIZATION

Selection A: Organization Profile

1. Name of the Organization:

2. Registered Address :
(Necessary fill Tel., Fax,
Email, Website, etc.)
.....

3. Legal Status:

S.No.	Particulars	Registration No.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Income tax registration:		
	Under Section 12A		
	-Under Section 80 G		
	-Under Section 35 CCA		
	Any other Section/ Registration		

4. Bank Details:

Bank name	Account No.	Date of Opening Account

5. Details of the Contact Person

Name :
Designation :
Contact No. :
E-Mail:
:

7. Members Associated with the Organization:

S.No.	Name	Nationality	Occupation/ qualification	Position held in the organization	Relationship with any other officer bearers (if any)	Address



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Section B: Operational Background

1. Project related to scanning and digitization or related services:

S.No.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

2. Staff Details (Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

3. Any previous association/working experience with Govt. Sector? If yes, please provide the details:

4. Volume of Year wise Grant Received during the last 3 years (in different projects):

5. Name of the Donors/Funders during the last 3 Years:

Section C: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years.
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Latest Income Tax Return Filed
- Any other document relevant to the proposal.



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ANNEXURE- 7:

BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{Tendering Authority},

I/ We {Name/ Designation}..... hereby declare/ certify that {Name/ Designation}..... is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender: HC/SK/2017-18/499 Dated : 09.11.2017

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE-8: SELF-DECLARATION – NO BLACKLISTING
(on Rs. 100/- Non-Judicial Stamp Paper)
{to be filled by the bidder}

To,
{Tendering Authority},

_____,

In response to the Tender/ **NIT: HC/SK / 2017-18 /499** Dated : 11.09.2017 for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



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ANNEXURE- 9: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Tendering Authority},

_____,

NIT: HC/SK / 2017-18 /499 Dated : 11.09.2017

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in

ANNEXURE- 10: UNDERTAKING ON AUTHENTICITY OF ALL ITEMS and ALLIED EQUIPMENTS

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Tendering Authority},

Reference: NIT: HC/SK / 2017-18 /499 Dated : 11.09.2017

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated_____.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery / during installation/during work period, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM.



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ANNEXURE-11: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Reference: HC/SK / 2017-18 /499 Dated : 11.09.2017

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-3.

I / We undertake, if our bid is accepted, to perform the work of scanning and digitization in accordance with the work schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2541338, 2545516 Fax No. 0291-2546974, Pin Code – 342001, Email – hc-rj@nic.in

ANNEXURE-12: MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to be filled by OEM's authorized partner}

To,
Registrar General,
Rajasthan High Court,
Jodhpur

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: HC/SK / 2017-18 /499 Dated : 11.09.2017

Sir,

1. We {name and address of the OEM} who are original equipment manufacturers (OEMs) do hereby authorize {M/s _____} who is our Authorized Channel Partner (if applicable) to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software item(s) manufactured by us:

Item No.	Equipments	Qty.	Unit	Period of Comprehensive OEM	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of back to back support (in yrs.)

2. We undertake to provide Comprehensive OEM Warranty for the offered Hardware / Software for the period mentioned above.
3. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
4. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
5. We undertake that Hardware/ Software offered by the bidder for back to back support, updates and patches for the period mentioned above.

Yours faithfully,

For and on behalf of M/s (Name of the OEM)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

Note: In case of more than one authorized partner please annex separate annexures as above.



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ANNEXURE-13: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch at Jodhpur)

(Payable at par at Jodhpur)

To,

Registrar General,
Rajasthan High Court,
Jodhpur.

1. In consideration of the Rajasthan High Court, Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated made between the Rajasthan High Court, Jodhpur through Registrar General and (Contractor) for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time



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to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the RFP for selection of Vendor for supply of all items throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



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GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



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ANNEXURE-14: DRAFT AGREEMENT FORMAT

(As per rules on Rs. 15,000/- Non-Judicial Stamp Paper)

{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (*enter date of Agreement*) between _____ (*enter your firm's name & address*) (hereinafter called "the approved supplier/Performer of work", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the RHC to supply to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (*enter name of client organization*) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No.

_____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Presents witness:

- In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ____/____/20____ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.

The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No: HC/SK / 2017-18 /499 Dated : 11.09.2017

- and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- The RHC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.



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- 5) The mode of payment will be as specified in this bidding document/ work order.
The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed period of completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed period of completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed period of completion of work	10.0 %

- Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the desired Lot.
- *The percentage refers to the payment due for the associated milestone/lot.

If the supplier requires an extension of time in completion of contractual work on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the completion of work is on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RHC and the decision of the RHC shall be final.

In witness whereof the parties here to have set their hands on the ____ day of ____ (Year).

Signature with Seal of the Approved
supplier/ bidder

Signature for and on behalf of
Registrar General, RHC, Jodhpur

Designation:
Date:

Designation:
Date:

Witness No.1

Witness No.1



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ANNEXURE – 15 :RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)

(Must be filled)

Dear Sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS / NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues.

Bank Details

- 1) Account No. :
- 2) Type of Account :
- 3) Bank Name :
- 4) Branch Name & Address :
- 5) Contact No. of the branch :
- 6) IFSC No. :
- 7) PAN No. :

Communication Details

- 1) Email ID :
- 2) Cell No. :

We authorize you to deduct necessary bank charges of NEFT/RTGS .

We have forwarded a soft copy of the above details to hc-rj@nic.in on date__

Yours faithfully,

(Signature & Name of auth. sign. with company/firm stamping)

Bank Confirmation

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory_____ Date ____



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Annexure - "16" List of Necessary Required Document for Qualifying in Technical Bid

सभी निविदादाता फर्म उनके द्वारा <https://eproc.rajasthan.gov.in> साइट पर आनलाईन अपलोड किये जाने वाले प्रत्येक दस्तावेज पर फर्म की मोहर लगाकर हस्ताक्षर करते हुये पृष्ठ संख्या अंकित करे। तत्पश्चात उसके अनुरूप ही स्वयं के लेटर हेड पर नीचे वर्णित सूची को भर कर संलग्न करना अनिवार्य है।

S. NO.	SPECIFICATION	DOCUMENT REQUIRED	MUST SPECIFY PAGE NUMBER WHERE RELEVANT DOCUMENT IS ATTACHED
1	Bidder should be a Registered Company in India under Indian Companies Act, 1956 or The Partnership Act, 1932 or Proprietor firm since last 7 (Seven) years.	i) Copy of Certificate of Incorporation ii) List of Directors as per Memorandum of Association / Articles of Association in case of registered company iii) Copy of the partnership deed in case of partnership firm iv) Copy of registration of firm in case of Proprietorship firm. (Constitution of the firm, if the tenderer is not a sole proprietary concern) v) Copy of the shareholding pattern of the firm/company/sole proprietorship firm/partnership firm giving names of all Directors/Proprietors/Partners of the firm.	
2	The Bidder should have a registered number of i. GISTN/Sales Tax/GST where his business is located ii Service Tax iii. Income Tax / PAN / TIN number	- Copies of relevant registration certificates - Valid GISTN clearance certificate upto date from the CTO of the circle concerned / PAN No	
3	Bidding firm / organization should possess a valid ISO 9001/ISO 27001 certification	Bidder to attach necessary documents	
4	The Bidder or its sister / parent / group organization should not have been blacklisted by any State / Central Government, any Public sector undertaking, Corporation, or any other Autonomous organization of Central or State Government at present or during anytime in past..	Bidder to submit an affidavit on stamp paper in this regard that it is in compliance with the clause.	
5	Bidder should be a profit making firm with positive net worth and shall have an Average Annual Turnover of at least Rs. 15 Crore per year in the last four Audited Financial years.	Relevant pages of Audited Balance sheet & Profit loss account for the last three financial years Or Certificate to this effect showing profit and turnover issued by Company's statutory Auditors (Chartered Accountant)	
6	The Bidder must be a profit making company in each of the last three	Relevant pages of Audited Balance sheet & Profit loss account for the last three	



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	financial years ending 31st March 2017 as evidenced by the audited accounts of the company	financial years Or Certificate to this effect showing profit and turnover issued by Company's statutory Auditors (Chartered Accountant)	
7	The Bidder should have a positive net worth for the last three financial years ending 31st March 2017 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus	Audited financial statement or C.A. certificate	
8	DMS experience credentials: iii) Bidder / Authorized service provider should have experience of deploying proposed version of DMS in Indian Judiciary iv) Bidder / Authorized Service provider should have experience of deploying latest version of proposed DMS in Central / State Govt. / PSU / Educational Institute having at least 2 crore pages stored in it on open internet for access of unlimited users.	Relevant documents satisfying requirement should be submitted Documents satisfying given requirement along with internet URL of DMS instance to be shared. Rajasthan High Court may like to assess the performance of deployed solution independently.	
9	The Bidder must have done digitization and Scanning work in at least 5 Indian Govt. Organizations and having into this business for last 5 years in India	Relevant documents	
10	The Bidder should have experience working in Central/ State/ any Govt. Organization and having experience of implementing software in at least 7 separate Govt. Accounts	Purchase Orders	
11	OEM of proposed software or one of the core development partner of proposed solution should be CMMI Level 5	Necessary documents to be produced	
12	Proposed solution should be an open source Document Management solution which is developed using above mentioned stack and its source code should be available on open internet for download and customization by anyone without any kind of restriction. Source code of base platform of proposed DMS should not be owned or controlled by any individual profit making organization. It should be strictly managed by a community and not for profit organization. DMS should be platform independent. It should be compatible with cross platforms. Bidder needs to ensure that proposed solution runs successfully on Linux and Windows Servers. Bidder need to produce references of customers in Central / State / PSUs / Educational sector where proposed solution is running.	Necessary documents to be produced	



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13	Bidder should be an authorized service provider for proposed application in India since last three years or should have support letter from authorized service provider for ensuring assured support for application.		
14	Bidder should have executed software development work at least INR 1 crore from Govt. / PSU / State / Central etc. in last 2 years.		
15	Bidder should be empanelled in any Govt. Agency in India for IT services		
16	Fee Document	Fee Details	
		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
		EMD (2% of estimated cost)	Scanned copy of DD/ Banker's Cheque
17	RTGS Details of Firm	on letterheads	as per Annexure-15
18	Document Required	Pre-Qualification & Technical Documents	Document Format
		Technical Criteria	as per Annexure-1
		Component offered & work plan	as per Annexure-2(A)&(B)
		Covering Letter – Technical Bid On bidder's letter head duly signed by authorized signatory	as per Annexure-4
		Tender Form	as per Annexure-5
		Proposal Format for Organization	as per Annexure-6
		Bidder Authorisation Certificate	as per Annexure-7
		Self Declaration "No Blacklisting"	as per Annexure-8
		Certificate of Conformity/No deviation	as per Annexure-9
		Undertaking on Authenticity	as per Annexure-10
		Financial Bid undertaking (on bidders letterhead in technical bid)	as per Annexure-11
		Manufacturer's Authorization Form(MAF)	as per Annexure-12
		Performance Bank Guarantee (PBG)	as per Annexure-13
		Draft Agreement Format	as per Annexure-14
		List of necessary required documents from Bidder for qualifying in Technical BID	as per Annexure-16
		Compliances as to functional specifications for DMS	as per Annexure-17
19	Complete BID Document (Page 1 to 71) with Seal & Sign of Competent Authority		

Note: -1 उक्त वर्णित **Annexure-16** के अतिरिक्त सभी फर्मों को निविदा प्रपत्र में दर्शाई गई समस्त नियम एवं शर्तों से सहमति बाबत निविदा के प्रत्येक पृष्ठ पर (1 से 71) पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

Note: -2 चेक लिस्ट नहीं भरने की स्थिति में निविदा पर विचार नहीं किया जायेगा, जिसकी जवाबदेही स्वयं फर्म की होगी।

Note: -3 - निविदादाता फर्म द्वारा उपरोक्त चेक लिस्ट में वर्णित सभी दस्तावेज की मूल प्रति दिनांक 12.12.2017 को दोपहर 02:00 बजे तक आवश्यक रूप से जमा करावें।



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ANNEXURE – 17: COMPLIANCES AS TO FUNCTIONAL SPECIFICATIONS FOR DOCUMENT MANAGEMENT SOLUTION

Sr. No.	Requirements	Compliance (Yes / No)	Bidder Remarks
	Architecture		
1	Document Management Solution is capable of being deployed both in centralized as well as in decentralized deployment model. The software solution should be on Web-Based Technology and capable of functioning over the Intranet, Virtual Private Network, and Internet. Solution should be built on technology which is capable of running on Ubuntu server.		
2	Integrated Document Management Solution should be purely web based		
3	Integrated Document Management Solution should support multiple file formats i.e. PDF, MS Office, Audio/Video etc.		
4	Integrated Document Management Solution supports leading Commercial and open source RDBMS i.e. Oracle, PostgreSQL etc.		
5	Integrated Document Management Solution supports bulk import & export of data as XML and CSV format.		
6	Integrated Document Management Solution has provision for defining and importing Thesaurus dictionary.		
7	Huge files digital content should be stored in file servers (FTP Server) for efficient streaming and access.		
8	Should store metadata in RDBMS and electronic content on file system (SAN/NAS).		
9	Should provide a single unified platform for both paper & electronic records.		
10	Should have browser based data backup module for regular backup of data		
11	Proposed solution provides context sensitive 'Help' Operation.		
12	Proposed solution should have approval mechanism before publishing any content on solution		
13	It should be possible to send advance alerts to users, if DMS is required to be shut down in planned manner		
14	Software has provision of adding metadata without Images/contents in DMS and same should be searchable in the software.		
15	Solution from OEM having industry standard certification like CMMI 5 should be preferred		
16	Should have provision of caching for faster search results		
17	Software should be mobile friendly and should have ready interface for mobile devices		
18	As per guidelines of GoI, proposed software should be bi-lingual and should be available in Hindi Language as well.		
19	Proposed solution should come with open RestAPIs or SopAPIs for enabling integration of solution with High Court's Case Information System for pushing and pulling the information between two systems.		
20	Bidder need to implement proposed solution at two locations in parallel i.e. bidder need to deploy proposed solution in its servers and will upload digitized data on its software instance. Approved data uploaded on bidder's system should get replicated on High Court's system automatically.		
21	It should be possible to deploy the proposed solution on individual servers of each district court and data from each district court should be searchable through DMS instances running in other district courts.		



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	Search		
22	Provide searching facilities based upon: Any metadata field (content, author, source, keywords, etc.).		
23	Provide search based on actual content of the Document & Records (Free Text Search)		
24	Software has inbuilt Thesaurus, for purpose of providing intelligent search. Provide Thesaurus based Search.		
25	Complex and multiple criteria based Boolean search.		
26	Should have provision of sorting the results based on relevance, submission date etc.		
27	Should have provision of defining number of search result required on page by any end user.		
28	Should have full text search facility on industry standard engines like 'solr', lucen etc.		
29	It should be possible for user to search a record in combination of full text search and metadata.		
30	Software should have 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. Software should also have facility of 'Search within Search'.		
31	For making solution more user friendly and easy to use, proposed software should have feature of predictive search i.e. software should provide suggestion when user start keying the alphabets in certain fields for search.		
32	Software should provide advance search options like Date Range Search, Proximity search, Fuzzy Text search		
33	<u>Time Period based search:</u> Proposed software should have facility of picking start date and end date using drop down calendar for making search on a defined time period		
34	For ease of use, proposed solution should highlight searched term in metadata in search results. It should highlight the PDF file in searched case file where searched term occurs. Followed by it, when user open PDF files from searched case file, searched term should get highlighted in the text of PDF file automatically.		
35	Bidder need to ensure that proposed solution should get integrated with leading internet search engine. So that user making search on open internet should be able to get relevant information from High Court's case repository in open internet search results.		
36	Search should be available in both English and Hindi languages		
	Metadata		
37	Integrated Document Management Solution should have no limitation on defining custom metadata fields.		
38	Should have extensive meta-data creation using comprehensive data entry templates.		
39	Integrated Document Management Solution supports associating metadata both to records and folders.		
40	Metadata should support Dublin Core, MARC21 standards.		
41	Server allowing harvesting of Metadata through OAI-PMH (Open archives initiative protocol for metadata)		
42	It should be possible to control vocabulary for purpose of adding keywords. User should get option of entering keywords from predefined vocabulary		
43	Software should have provision of making metadata entry in both English and		



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	Hindi language simultaneously		
	Security & Access Control		
44	Institutional archives both Open access and restricted access should be created from a single interface		
45	Allowing creation of Users, and User groups.		
46	Provision for multi-level security access for different access categories.		
47	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.		
48	Provide Access Control based secure access providing View Document & Records, View Metadata, Update Document & Records, Update Record Metadata, Modify Record Access; Destroy Record should be configurable by the administrator.		
49	Allows Multiple User Access levels and Authorization of Users depending on Roles		
50	Software should have secured authentication method.		
51	It should be possible for users to register itself in DMS and also it should be possible for administrator for creating users in system		
52	It should be possible for system administrator to define group admin or cabinet level admins in system		
53	It should be possible to provide access rights to users on Item Metadata, Metadata & Files both and completely making private item i.e. neither metadata nor files should be searchable or visible to unauthorized users		
54	There should be provision of putting documents access request 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 request.		
	Rule based Document Security for classified files		
55	It should be possible for authorized users to define time based security rules for certain case files i.e. while uploading case files in the system, user should get option of defining access restriction time period on uploaded file and after given time period restriction, case file should become accessible to authorized users as per access rights given on complete cabinet / folder. Necessary screenshots explaining this process in software should be provided.		
56	It should be possible to put such security on uploaded files or both on file and corresponding metadata		
57	It should be possible to define whether rule is applied only for external public and not for internal staff of court or for certain group of High court as well.		
	Content Viewer		
	Document Viewer		
58	Proposed DMS should come with inbuilt viewer for viewing the PDF files using browsers on multiple platforms i.e. laptop / mobile / tablet etc. Viewer should support multiple rendering technologies i.e. flash and HTML5 for easy display of contents on new and old browsers.		
59	Viewer should be intelligent enough to understand browser's technology and display the document in best suited technology		
60	It should be possible for users to make full text search on OCR'd documents in viewer		
61	Proposed solution should have basic accessibility features like zoom in / out, go to page etc. functionality		



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62	Solution should be capable of displaying document without providing option of downloading the document on multiple platforms like Windows, Linux, Android, Apple etc.		
	Rich Media Content Streaming / Viewing		
63	Proposed solution will act as central content repository for past and future contents. In future, High Court may also receive some contents in Audio / Visual form. Hence it proposed solution should also support server based viewing and streaming of Rich media contents. Solution to support following specifications		
64	Support video formats like: HLS, MP4, WebM and OGG		
65	Bitrate switching: Automatic and/or manual switching to the most suitable video quality.		
66	Should be deployable on multiple server platforms like RHEL, Ubuntu, Windows server etc.		
67	Support Flash and HTML5 based browsers		
68	Compatible with multiple devices like Laptops, Tablets, Mobile etc.		
69	Internet URL of solution implemented / maintained by Bidder / authorized service provider demonstrating live implementation of proposed viewer		
	File View		
70	Proposed viewer module should have option of showing each PDF / video file attached with a case file in individual form.		
71	Proposed DMS should also provide option of showing all attachments i.e. PDF/Video in a single window mode, where names of PDF/Video can appear as bookmarks on left hand side of window and user can click on each of hyper link and corresponding file should open in document window.		
72	Viewer should be able to show PDF, Audio, Video files in same window and there should be no need of opening different windows for different file formats.		
73	All files should be displayed within browser and should not allow users to download it on the local desktop		
74	If one / multiple attachments in a case file are restricted for access then File view shall also restrict the access of such attachment.		
75	Bidder should submit live internet URL of solution implemented by it / authorized service provider showing functional state of this module with proposed version of Document Management System.		
	Browser based batch data upload tool		
76	It should be possible to upload metadata and digitized files using browser based batch data uploading mechanism		
77	Module should be part of proposed DMS and should be accessible in software. There should not be the requirement of accessing this module as an external module (outside the core application)		
78	Since there is possibility of change in indexing parameters in future, there should be no need of doing any kind of code customization even if there is change in indexing parameters (Approach for achieving this requirement should be detailed in compliance.)		
79	Proposed module should have easy process for batch uploading of data i.e. it should be possible to attach metadata and corresponding digitized file as single file in module and rest of activities should be performed automatically by software.		
80	Proposed module should have provision of validating the data structure before initiating upload in repository.		



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81	Proposed module should be intelligent enough to determine whether content getting uploaded in a particular section should go in quality control workflow or it should get published directly for public access.		
82	Bidder should submit atleast one live internet URL of solution implemented by it / authorized service provider supporting bidder demonstrating functional state of this module.		
	Reports		
	Productivity Report		
83	It should be possible for authorized users to track productivity in DMS 1. Based on date range / day / month 2. Based on storage area i.e. single or multiple storage cabinets 3. Report should be comprehensive and should provide information like 4. Date for content submission 5. Cabinet, Sub Cabinet and Folder where contents are stored 6. Title of content uploaded 7. Number of pages in particular file 8. Name of user uploaded content in system		
84	Report should also provide graphical representation of volume of contents by date for showing trend.		
85	It should be possible for authorized users to export this report in form of Excel, PDF or as CSV.		
86	For ease of use, it should be possible for user to search on any given term within populated report.		
	Audit Report		
87	Provide a detailed and searchable system audit trail / logs.		
88	Track and record information about events in the audit trail without manual intervention, once the audit trail facility has been activated.		
89	Analytics: Provides Analytic reports/summary on use of various records basis geographical location of users, month, city, country etc. for helping HIGH COURT to understand user interest and future enhancement of repository		
90	Should have search query statistics for analyzing need of particular type of records.		
	Analytics for identifying repository usage		
91	Software should have provision of real time analytics showing trending searches, most viewed items, and most visited portions of repository.		
92	It should also represent data in pictorial form i.e. dynamic graphs		
93	There should be option of filtering data based on pre-defined time ranges e.g. Week, Month, Year etc.		
	Key Points of Solution		
94	There should be provision for making a record available to user without login in the system (Limited access)		
95	As per guidelines of GoI, proposed software should be bi-lingual and should be available in Hindi Language as well.		
96	Software should have option of applying multiple themes for the interface.		
97	Department should be able to customize the interface of proposed solution as per its requirement. Bidder need to submit multiple designs of interface.		
98	Proposed solution should come with open RestAPIs or SopAPIs for enabling integration of solution with High Court's Case Information System for pushing and pulling the information between two systems. It should have provision of integration with existing copying program of Rajasthan High Court for issuing		



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	certified copies of scanned documents. Bidder to submit necessary documentation in this regard		
99	It should be possible to customize the look and feel of each work area of DMS in separate manner. i.e. each work area should have separate theme.		
100	Should provide software solution's performance benchmarking tool along with proposed DMS		
101	Software should have facility of website like browsing for creating user friendly interface.		
102	Proposed system should have adaptive viewer which should be compatible with old system on flash and new systems on HTML5 platform. Specifications provided above must be adhered.		
103	Proposed solution should be capable of hosting audio / video contents and should do server based viewing and content streaming as well as per specifications provided above.		
104	Software has inbuilt Thesaurus, for purpose of providing intelligent search. Provide Thesaurus based Search.		
105	Proposed software should have facility of picking start date and end date using drop down calendar for making search on a defined time period		
106	For ease of use, proposed solution should highlight searched term in metadata in search results. It should highlight the PDF file in searched case file where searched term occurs. Followed by it, when user open PDF files from searched case file, searched term should get highlighted in the text of PDF file automatically.		
107	Bidder need to ensure that proposed solution should get integrated with leading internet search engine. So that user making search on open internet should be able to get relevant information from High Court's case repository in open internet search results.		
108	Proposed DMS has well established online support system in terms of Forums / Blogs in order to provide independence to Bidder for taking support at any time. Bidder should provide link for such forum/blog in compliance. This is a must condition from support perspective.		
109	The offered DMS has open data portability and should have ready API SDK for enabling Archive to integrate DMS with any other application in future. Same need to be demonstrated during demonstration. Bidder to provide URL of Open APIs available on open internet, which should be accessible directly by user without any prior permission from OEM of proposed DMS.		
110	Proposed solution should have approval mechanism before publishing any content on solution		
111	Solution offering delivery of source code of solution to HIGH COURT and having no restriction on user licenses should be preferred		
112	Allows Versioning - Users can upload multiple versions of the same file		
113	It should be possible for High court to have unique URI for each case file so that high court officials can share		
114	Should have full text search facility and same should be built using 'lucene' , solr which makes it very easy for anybody to find any item within a very short span of time.		
115	It should be possible for user to search a record in combination of full text search and metadata.		
116	Ease Of Access: The level of effort required in order finding, organizing access to use it is very minimal by using various Browse options.		



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117	Faster Search & Retrieval: Users can search for any item via a single field interface i.e. by inserting value in Google like single field; DMS should provide search results from full text, metadata fields and storage hierarchy.		
118	An Advanced Search option giving multiple fields search is also required.		
119	Software should provide advance search options like Date Range Search, Proximity search, Fuzzy Text search		
120	Hierarchy to manage contents (i.e. Primary Cabinet Level, Sub Cabinet, Folder, and Items)		
121	It should be possible for authorized users to define time based security rules for certain case files i.e. while uploading case files in the system, user should get option of defining access restriction time period on uploaded file and after given time period restriction, case file should become accessible to authorized users as per access rights given on complete cabinet / folder. Necessary screenshots explaining this process in software should be provided.		
122	Proposed Software should store the uploaded files at backend in such manner that it should be possible for Archives to port this data in any other system without using DMS or any of its components like export tool.		
123	Bidder need to implement proposed solution at two locations in parallel i.e. bidder need to deploy proposed solution in its servers and will upload digitized data on its software instance. Approved data uploaded on bidder's system should get replicated on High Court's system automatically.		
124	It should be possible to implement solution in high availability mode in order to ensure business continuity. Bidder should implement solution at HIGH COURT in high availability mode.		
125	In order to ensure continuous and smooth support for proposed software, bidder need to have proven capability for supporting the solution and should produce necessary documentary evidence in this regard i.e. certified resources / organization level certification etc. or else bidder may obtain support from service provider for proposed software in India		
126	It should be possible to define required indexing fields in software for performing necessary indexing of case files. Also software should have provision for database look up for ensuring that fields having pre-defined values should not get values out of look up table. For example fields like Hon'ble Justice, Bench etc. should get value from look up table only. This is to ensure accuracy and uniformity of values in indexing fields.		
127	Proposed solution should have at least 10 live references in Central / State Govt. / PSUs / Autonomous bodies in India. Bidder to produce live Internet URLs of these references, which can be validated by High Court committee directly on open internet.		
	Dash Board		
128	Following details would be displayed in the Dash Board which would be accessible from the Bidder and High Court user credentials only- 1. Number of inward files for the day 2. Total files in the pre-scanning stage 3. Total files in the scanning stage 4. Total files in the post scanning stage 5. Total meta data created 6. Number of rejections in the day 7. Number of files outwarded in the day 8. Overall process summary for the period (Day / Week /Month / Quarter)		