

# **RFP for Scanning & Digitization of Records in the Subordinate Courts of Punjab, Haryana and U.T., Chandigarh**



(a state government undertaking / हरियाणा सरकार का उपक्रम)  
**Haryana State Electronics Development Corporation Limited**  
हरियाणा राज्य इलेक्ट्रॉनिक्स विकास निगम लिमिटेड  
**SCO. 111-113, Sector 17-B, CHANDIGARH.**

## INTRODUCTION

High Court of Punjab and Haryana is in the process of Scanning & Digitization of records in the Subordinate Courts of Punjab, Haryana and U.T., Chandigarh using latest innovative technologies at the locations of Courts. There are approximately 100 Crore pages of various sizes maximum of Legal size at about 119 sites i.e. 76 Sub Divisions and 43 Distt. Head Quarters. Accordingly, Hon'ble High Court of Punjab and Haryana invite bids for the job of Scanning & Digitization of records.

### Important Information

1.	Tender Inviting Authority Designation and Address	Registrar General, Punjab and Haryana High Court, Chandigarh
2.	a) Name of the Work	Scanning & Digitization of Records in Subordinate Courts of Punjab, Haryana and U.T., Chandigarh on behalf of Hon'ble High Court of Punjab and Haryana.
	b) Tender reference (Hartron/AGM(Projects)-I/RFP/2017-18/ID/01(R))	e-tender/Scanning & Digitization (High Court of Punjab & Haryana)/2017-18/01.
	c) Place of Execution	At the locations of Courts.
3.	a) RFP document availability	The RFP document can be downloaded from website : <a href="http://www.hartron.org.in">www.hartron.org.in</a> e - Procurement Portal i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>
	b) Tender Fee	The Payment for Tender Document Fee INR 10,000/- (Rupees Ten Thousand Only) can be made by eligible bidders online.
	c) Tender Processing Fee	The payment for eService Fee Rs. 1000/- (Rupees One Thousand Only (Nonrefundable)) can be made by eligible bidders online through RTGS / NEFT.
4.	Publication of Tender Notice	01.12.2017 from 4.00 PM onwards
5.	Earnest Money Deposit (EMD) Separate EMD is required to be submitted by the bidder against the item for which bid is being submitted by the bidder.	Rs. 20,00,000/- (Twenty Lakhs Only). The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
7.	Last date and time for submission of e-Tender	19.12.2017 by 4:00 PM on e - Procurement Portal i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>
8.	Date and Time of Opening of e-Technical	21.12.2017 at 03:00 PM

9.	Date and Time of Opening of Commercial	To be intimated later on
	<p>Eligibility Criteria : Please refer to the pg. 17-20 of the Tender Document.</p> <p>Two Bid System i.e. Stage-1 Technical Bid; Stage-2 Commercial Bid. Bids are to be submitted in electronically on <a href="http://haryanaeprocurement.gov.in">haryanaeprocurement.gov.in</a>.</p> <p>The bidders are required to submit a hard copy of the <b>technical bid along-with duly signed and stamped tender document downloaded from the website in the O/o Asstt. General Manager(Projects)-I, Hartron Bhawan, Bays No. 73-76, Sector-2, Panchkula on 21.12.2017 by 12:00 Noon.</b></p> <p>a) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the bidder the tender shall become invalid and cost of tender document and processing fee shall not be refunded.</p> <p>b) If in case, any document, information &amp; / or certificate submitted is found to be incorrect/ false/ fabricated, the Corporation at its discretion may disqualify/ reject/ terminate the bid/ contract and also forfeit the EMD/ All dues.</p> <p>Any Bid not conforming to the format will be summarily rejected.</p>	

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## **1. Instructions to bidder on Electronic Tendering System**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### **1.1 Registration of bidders on eProcurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

### **1.2 Obtaining a Digital Certificate:**

- 1.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 1.2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>.
- 1.2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
- 1.2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 1.2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 1.2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 1.2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **1.3 Pre-requisites for online bidding:**

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

#### 1.4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

#### 1.5 Download of Tender Documents:

The tender documents can be downloaded from the eProcurement portal <https://etenders.hry.nic.in>.

#### 1.6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### 2. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:

- 2.1 The cost of tender document is ₹10,000/- and eService Fee ₹1,000/- to be deposited on line through RTGS/NEFT in favour of Haryana State Electronics Development Corporation and **upload scan copy of the receipt along-with tender document.**
- 2.2 Earnest Money of ₹20,00,000/- as specified for the above work to be deposited on line through RTGS/NEFT in favour of Haryana State Electronics Development Corporation while applying for issuance of tender documents also **upload the scan copy of receipt of EMD along-with tender document.**

#### RTGS Detail:-

HARTRON	
Particulars of Bank Account for payment through RTGS	
Beneficiary Name	Haryana State Electronics Development Corporation Limited
Bank Name	HDFC Bank Limited
Bank Address	SCO 87, Sector 46-D, Chandigarh
Bank Account No.	04342320000393
Bank IFSC	HDFC0000434
Hartron Pan Card No:	AABCH1532Q
Hartron GSTIN No.:	06AABCH1532Q3ZG

The bidders shall **quote** the prices in price bid format.

### 3. Objectives of Digitization

The need for preservation, coupled with need for improving accessibility (which can only be achieved by digital storage and an efficient database management retrieval system) is the need for the High Court and District Courts in the States of Punjab, Haryana and U.T. Chandigarh of current initiative on digitization of its archives.

In view of the above, the primary objectives of the proposed initiative are:

- a) Preservation - Preservation of the entire records is the foremost objective. Once the documents are scanned and digitized, preservation of the original can be ensured for a much longer period as the need to handle the physical documents would be eliminated or minimized to a great extent since digital document would be made available through the DMS Software.
- b) Accessibility and Availability - The DMS would make the District Courts of holdings more accessible to end users, both within the District Courts of premises as well as those who cannot personally visit the District Courts of Punjab, Haryana & U.T., Chandigarh. Even if only the metadata is made available on the internet / intranet in the first phase, this will greatly improve the speed and convenience of accessing documents and information held by the District Courts of Punjab, Haryana & U.T., Chandigarh.
- c) Enhance Search ability - All holdings would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter.
- d) Electronically sending of memos / circulars to other Courts and various State / Central Government departments within quick spell of time with the help of Internet / Intranet.
- e) Creating catalogue and portfolio of the scanned case files and other records. Court Description of records that are to be digitized.

Following judicial records are required to be digitized:

- Fresh Case Files
- Pending Case Files
- Disposed Case Files

Brief descriptions of above type are given below:

- i) Judicial records are Various types of documents including maps, large documents, typed as well as handwritten are to be scanned and it can contain loose as well as bind sheets or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins). Support staff from the Court would be provided to understand.



- ii) A vast majority of the Holdings comprise of Files of Legal sizes and types.
- iii) A single record may consist of one or several pages.
- iv) The size of Judgment and order will be Legal / FS / A4 or equivalent.
- v) The Holdings comprise black & white. Most of the documents / records are Black & white.

#### **4. SCOPE OF WORK**

High Court of Punjab and Haryana is in the process of Scanning & Digitization of records in the Subordinate District Courts of Punjab, Haryana and U.T., Chandigarh using latest innovative technologies at the locations of Courts. There are approximately 100 Crore pages maximum of Legal size stored at 119 sites. It is virtually impossible to estimate the exact number of pages in the District Court of Punjab & Haryana High Court holding. The exact volumes can only be ascertained by the digitization process. On the basis of above, Hon'ble High Court of Punjab and Haryana invite bids for the job of Scanning & Digitization of records. List of Districts Head Quarter & Sub-Divisions is available on the Website of this Court. Details of Pilot project locations shall be shared with the Successful Bidder at appropriate time. Job will be done at all locations with the mutual consent of Hon'ble High Court on the location wise priority. Initially, the work will be started with at-least 11 locations and Job will be done at all locations with the mutual consent of Hon'ble High Court on the location wise priority.

There will two broad processes to carry out the work order viz. Weeding and Scanning/Digitization. Process for each of them will be as follows:

##### **4.1 Weeding:**

- i) PHHC/ District Courts officials will decide the papers to be weeded out in a determined format call "Requisition". Such Requisition will form part of the Paper Booklet and will be scanned for record purposes. Each case file along with noted down identified papers will be handed over to Vendor by the officials of respective District Court and scanned by the bidder in the premises of the respective District Court after taking signatures of its authorized official. A copy of such record will be kept by PHHC/ District Courts. Further, after scanning the documents the same will be handover to the concerned officials of the Court in the same sequence.
- ii) District Court officials or any other officials authorized by High Court shall remove the identified papers. The Vendor shall weed out such papers at a place earmarked by the vendor for such process. Vendor shall re-sequence the remaining papers. Such total number of pages will be mentioned on the Requisition of each case file and authenticated by an official of the Vendor.
- iii) The shredded/weeded papers shall be handed over to the staff of District Court after packaging the same in the reusable gunny bags by the Vendor.

- iv) This process will be valid for Decided Cases, for which weeding has not taken place yet.

#### 4.2 Scanning/Digitization:

i. Receiving files:

- a) The Vendor shall scan/digitize the case file in continuation of the weeding process.
- b) Whereas in case of all other cases including the fresh instituted cases and already weeded cases, the files will be handed over by District Court with number of pages in the case file in the Requisition to the Vendor which shall be accepted under the signature of its authorized official.
- c) The vendor shall complete the Scanning/Digitization process in time bound manner, if so required by PHHC/ District Court in specific class of cases or individual case.

ii. Vendor will un-tag the papers and shall suitably enhance the quality of the papers, if required, to be scanned so that legible, searchable and retrievable copy of the document is produced.

iii. Vendor will do the scanning in minimum 300 DPI, however the same can increase for making the image/pdf file readable, as per requirement.

iv. For every case file, all scanned individual papers will be grouped to form PDF/A format with Meta Data, to be decided mutually with the search facility in following ways:

- a. Paper Book - It shall include index page and the paper book specified in the Requisition. Paper Book file shall have the facility to insert/modify/delete scanned papers with proper logging facility.

b. Interim Orders -

- i) In case of decided cases, all the interim orders will be grouped into one PDF/A file,
- ii) In respect of fresh instituted, pending and decided cases, separate PDF/A file will be created for each Interim Order for its uploading onto Internet after applying digital signatures by concerned Officials. Facility to combine all such Interim Orders in one PDF/A file shall be provided by vendor once case is decided.

c. Judgment & Decree - Final Judgment along with decree, if applicable will be group into PDF/A file.

d. The requisition page specifying the papers weeded out and the official who has carried out the process.

- v. Bidder has to make sure that movement of the case files to the Scanning/ Digitization Cell must be done in a secure manner so that no damage is caused to the case files.

#### 4.3 Indexing: Indexing the stored scanned data. Following are the proposed Indexing Parameters:-

- Case Type, Number, Year
- Petitioner/ Plaintiff/ Applicant/ State
- Respondent/ Defendant/ Accused
- Advocate Name(s)
- District Name
- Latest Case Status
- List Type
- Category
- Bench/ Establishment/ Court
- Name and Designation (UID) - to be entered in cases filed after 01/2016.
- General Remarks
- Type of Document
- Date of Document
- Keywords
- Sections

Handing over the scanned data on appropriate electronic media to Punjab and Haryana High Court as well concerned District Court. "These indexing parameters may be decreased or increased depending on requirements. The bidder should design their solution keeping in mind the variability of indexing parameters."

#### 4.4 Metadata:

- i) The Metadata of each Case file is required to be recorded in the PDF file itself. The Metadata inserted inside the PDF must conform to the XMP (Extensible Metadata Platform) specification for storing rich Metadata which enables importing of the Metadata fields directly in the Content Management System/Document Management System database. Annotations and bookmarks for the relevant pages is also required to be recorded in the PDF files and stored as separate attributes in the database for searching purposes;
- ii) XML (Extensible mark-up Language) output of the Metadata with other details of the PDF files are also required to be simultaneously generated by the Bidder;
- iii) The PDF files generated are required to be indexed, so as to facilitate weeding of the digitized Case files by deleting relevant pages of the PDF files which are weeded out after expiry of the prescribed period (Such files will be scanned again).
- iv) The PDF/A is required to comply with the following specifications:

1. PDF/A format is required to be ISO 19005-1:2005 or later;

2. The compressed PDF files created for viewing are required to be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Color/Grey scale images retaining search ability, clarity of image and print quality. It is also required to be a linearized 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.
3. 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;
4. The PDF/A output is required to be capable of being water marked with the image approved by the High Court "with any open source software/utility;
5. 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.
6. Transferring the stored scanned data on the hard disk of Punjab & Haryana High Court's Servers as well as concerned District Court's server for future retrieval. For uploading, the scanned data after QC, storage/server will be responsibility of the respective District Courts however, before that storage will be the responsibility of bidder. 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.

**4.5 Quality Assurance:** Every image must be readable. The best image quality should achieve by using state of the art Scanners, Processors & quality equipment with automatic exposure control features. The minimum scanning resolution should be 300 DPI, in general. However, the vendor should increase this if required, to ensure proper readability of output image.

- i) District Court officials or any other officials authorized by High Court will verify the number of pages, readability, search facility and other decided parameters and on acceptance the authorized officials shall apply their Digital signatures.
- ii) PDF/A which are rejected during the verification process due to poor quality or otherwise, will scanned again to prepare PDF/A file, which will again pass through verification process till it is accepted.
- iii) During this process, District Court officials or any other officials authorized by High Court shall note down the number of pages verified & passed on the Requisition, which form the basis for making the

payments. Such verified and accepted number of pages will be signed by official concerned and Company.

- iv) District Court officials or any other officials authorized by High Court will verify digital signatures applied by bidder before applying its own digital signatures. In case company has not applied digital signatures then it will be sent back to Company for digital signatures after verification of scanning process.

#### 4.6 Key Points of Solution

- i) There should be provision for making a record available to user with login in the system.
- ii) Software should have option of applying multiple themes for the interface.
- iii) Department should be able to customize the interface of proposed solution as per its requirement. Bidder need to submit multiple designs of interface.
- iv) Software should have facility of website like browsing for creating user friendly interface.
- v) Proposed system should have adaptive viewer with which should be compatible with old system on flash and new systems on HTML5 platform. Specifications provided above must be adhered.
- vi) The successful Bidder shall develop CMS (Context Management System)/DMS (Data Management System) specific to the needs of the High Court. The CMS/DMS is required to be developed using open source technologies only. The successful Bidder shall handover the complete software solution to the High Court with the source code as per RFP and the Intellectual Property Rights (IPR) including copyrights of the entire software solution.
- vii) DMS should have 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.
- viii) The offered DMS should have open data portability and should have ready API SDK for enabling Archive to integrate DMS with any other application in future.
- ix) Complete Software Requirement Specifications (SRS) for the entire project is required to be made available by the successful Bidder, Technology used for Front-end, Middle-tier, Web Services (UDDI, SOAP, WDSL, etc.) and Persistent Layer implementation are required to be clearly elaborated. Details of Operating System, Application

Server, ORDBMS and other platform requirements are also required to be clearly specified.

- x) Solution offering delivery of source code of solution to COURT and having no restriction on user licenses should be preferred
- xi) Allows Versioning Users can upload multiple versions of the same file
- xii) It should be possible for Court to have unique URI for each case file so that High Court/ District Court officials can share.

#### 4.7 Ease Of Access:

- a) The level of effort required in order finding, organizing access to use it is very minimal by using various Browse options.
- b) Faster Search & Retrieval: Users can search for any item via a single field interface i.e. by inserting value in Google like single field;
- c) DMS should provide search results from full text, metadata fields and storage hierarchy.
- d) Hierarchy to manage contents (i.e. Primary Cabinet Level, Sub Cabinet, Folder, and Items)
- e) 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.
- f) 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.
- g) It should be possible to implement solution in high availability mode in order to ensure business continuity. Bidder should implement solution at COURT in high availability mode.
- h) 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 predefined values should not get values out of look up table. For example fields like Court, Establishment, Judge Name and UID Number etc. should get value from look up table only. This is to ensure accuracy and uniformity of values in indexing fields.
- i) Proposed solution should have at least 3 live references in Central / State Govt. / PSUs / Autonomous bodies in India. Bidder to produce

live Internet URLs / give Contact Details of these references, which can be validated by Court committee.

#### **5. Required Infrastructure :**

The bidder should provide necessary hardware (including Server, desktop systems, scanners printers, UPS etc. in sufficient quantity), application software and other infrastructure for Scanning & Digitization work at the locations of Courts. The bidder shall provide latest upgraded version of the system, application software as and when offered in the market. The bidder shall ensure 99% uptime for the entire solution. The hardware supplied shall be the property of the bidder and any maintenance required in this regard shall be the responsibility of the bidder. No Hardware/software will be provided by the High Court. Only work place, Electricity, and basic electrical fixtures required for the set-up of the Digitization Cell will be provided by the Court including Furniture, water and Toilet facilities.

#### **6. Set-up of Scanning Centre's :**

The bidder should install set-ups initially in 4 Districts and 7 Sub-Divisions i.e. total 11 Centres and can be increased later on for timely execution the job. Job will be done at all locations with the mutual consent of Hon'ble High Court on the location wise priority. The final decision will be of Hon'ble Punjab & Haryana High Court authorities.

#### **7. Document Maintenance, Management and Accessibility :**

The scanned documents are to be stored in a structured manner for easy access and retrieval.

The selected bidder will use open source development tools for developing all types of application software & utilities and these application software's & tools shall be compatible with Ubuntu/Windows platform.

File searching should be possible by file name, key words, author of the file and hierarchical position of the author, date created, date modified, priority set and status.

#### **8. Methodology**

The Bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for the PHHC by providing state-of-art technology by using scanner/overhead non-contact scanners.

The system should necessarily integrate the following features for smooth functioning :-



The system should allow collection of information along the hierarchy. The system should allow reviewing, commenting and approving by various personnel in the hierarchy. The system should support movement of information across and within department.

The bidder should also have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software along-with detail of manpower to be used for execution of scanning & digitization of records of the courts. As per requirement, to complete the scanning work in the schedule defined in the relevant quarter. The bidder should have to make presentation which will have to show in the presence of selection Committee. The Presentation must be of maximum 45 minutes.

## 9. Collection & Preparation of Documents

The documents should be collected, on a regular basis under the supervision of an Officer, scanned at the subordinate Courts site. Documents after scanning they should be arranged in the same manner as they were received & returned the same day.

- a) **Document & batch Preparation:** Inspecting & separating documents, grouping documents into categories & designating the beginning & end of documents and batches.
- b) **Document Ironing:** In case the documents are crumpled & in bad shape, they should be ironed before scanning.
- c) **Document return & hands off:** The documents should return back to the concerned Department's Officer with a check being done again for the integrity of the documents being returned.

## 10. Training:

- a) The selected bidder will maintain and give support for one year after the completion of the job. PHHC/ District Courts' Technical Team should also be given training of all the application software/utilities developed by the selected bidder during the project. Bidder shall provide workflow DMS/CMS.

Also, adequate training to the staff of various Courts shall be provided by the company free of charge on the following:-

- b) Archival (Scanning and storing)
- c) Indexing
- d) Retrieval and printing

## 11. High Court reserves the right to vary quantities at the time of award of work.

- a. The High Court reserves the right to accept or reject any or all bids without assigning any reason.
- b. The High Court reserves the right to add more parties at any point of time as per requirement.



- c. The High Court official will be at any point of time, be free to visit the premises where the job is being executed to ensure that the process is followed as specified in the tender. Any fault by the tendered is liable for the cancellation of the order/imposing suitable penalty.

## 12. Eligibility Criteria for Bidders:

### 12.1 Bidders General Qualifications:

- This e-tender is open to all firms/companies from within India, who are eligible to do business under relevant Indian laws as in force at the time of bidding.
- Firm/company declared by High Court of Punjab & Haryana to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- Breach of general or specific instructions for bidding, general and special conditions of contract with High Court of Punjab & Haryana may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.

### 12.2 Minimum Eligibility Criteria:

Sr. No.	Clause	Document Required
1.	Processing fee for Tender Document should have been submitted	The Payment for Tender Document Fee ₹10,000/- (Rupee Ten Thousand Only) and eService Fee ₹1000/- (Rupees one thousand only) (Non-refundable) can be made by eligible bidders / contractor online directly through Debit Cards & Internet Banking Accounts.
2.	The Company / Agency must be registered in India under the Companies Act 1956 having its registered office in India for the last five years as on date of submission of e-bid.	Attested copy of the Certificate of Incorporation.
3.	The Bidder should have at least ISO 9001:2000 and CMMI level (Capability Maturity Model Integration) 3 certification.	Attested Copy of Certificate must be attached.
4.	The Company/Agency must have experience in the field of Scanning & Digitization for the last four financial years (2012-13, 2013-14, 2014-15, 2015-16).	Copy of Work Order / Client Certificate / citations to validate the experience over last 4 financial years (both of the companies, if consortium).

5.	<p>The Company/Agency must have successfully executed 3 purchase orders in the last three preceding years in a State/Central Government/PSU/Registered Companies/ Registered Educational Institutions. Out of three orders:</p> <p>One order must be of minimum 5 Crore documents. OR Two orders must be of minimum 2.5 Crore documents each. OR All the three order must of minimum 1.75 Crore documents each.</p>	<ul style="list-style-type: none"> <li>• Work Order along-with Completion Certificate/ Client Certificate/ Project citations/Define of satisfactory execution &amp; payment recd. Etc.</li> <li>• If there is consortium between the Companies, both the Companies/ Agencies must have experience in the field of Scanning &amp; Digitization for the last four financial years. Furthermore, the bidder can submit satisfactory reports along with year wise volume for the last 5 years from the User/ Department as well as the work order along with Completion Certificate/Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipts etc. for the ongoing project for more than four years.</li> </ul> <p>The bidder can submit satisfactory reports along with total volume for the last four years from the User/Department as well as the work order along with the Completion Certificate/ Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipt etc. for the ongoing project for more than four years. In case of consortium, this will be applicable for both the Companies together. In case of on-going projects, total volume is to be seen.</p>
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6.	The Company/Agency should have average Turnover of Rs. 100 Crore (Rs. One Hundred Crore) in last 3 Financial Years (2013-14, 2014-15, 2015-16)	<ul style="list-style-type: none"> <li>Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for each of the last 3 audited financial years (both of the companies, if consortium).</li> </ul>
7.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company before tax in each of the last three audited financial years (2013-14, 2014-15, 2015-16).	<ul style="list-style-type: none"> <li>Certificate duly signed by Company Secretary of the Bidder confirming the positive net-worth for the last three financial years.</li> </ul>
8.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/ GST Registration Certificate and PAN No.	Copies of Sales Tax, GST Certificate & PAN No. Undertaking be provided by the bidder that he has all the requisite approvals/ NOCs etc., as required under law to carry out its business.
9.	Consortium	Consortium between two companies is allowed. Memorandum of Understanding (MoU) / Agreement with other consortium, members for the contract, clearly indicating the division of work with respect of the Scope of Work, relevant clauses and sub-clauses and their relationship. Such a MoU should be prepared on a stamp paper of ₹100/- (Ref. Clause No. 16).
10.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolutions number and date to sign the Bid on their behalf.

11.	EMD should have been submitted.	The Payment for EMD ₹20,00,000/- (Rupees Twenty Lakhs only) can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
12.	Selected company should not have been black listed from the last five years by any Government entity in India (Centre / State organizations/ Departments/ Institutions.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	Certificate from the current authorized signatory of the company

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

### 13. Validity of Rates:

The Rates must be valid for the period of one year from the date of opening of bid. Any offer falling short of the validity period is liable for rejection.

### 14. Capacity:

The bidder must have the capacity to Scan & digitization of minimum 1.5 crore pages in a month.

The bidder should also have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software along-with detail of manpower to be used for execution of scanning & digitization of records of the courts. The bidder should have to make presentation which will have to show in the presence of selection Committee. The Presentation must be of maximum 45 minutes.

### 15. Timelines for completion of job:

The bidder must have to complete the said job maximum in the period of 5 years from the date of issuance of work order.

## 16. Consortium:

Consortium between two companies is allowed. Out of two companies, only one company can submit the proposal/bid. If a Bidder, including a partner in a Consortium or Joint Venture, submits or participates in more than one proposal, such proposals shall be disqualified.

In case of a consortium bid, the Prime bidder needs to submit a Memorandum of Understanding (MoU) / Agreement with other consortium, members for the contract, clearly indicating the division of work with respect of the Scope of Work, relevant clauses and sub-clauses and their relationship. Such a MoU should be prepared on a stamp paper of ₹100/-.

MoU/ Agreement concluded by the Prime bidder and consortium members should also be addressed to The High Court of Punjab & Haryana clearly stating that the MoU/Agreement is applicable to this Tender and shall be binding on them for the contract period. Notwithstanding the MoU/Agreement, the responsibility of completion of job under this contract will be that of the Prime bidder.

All consortium members must be declared to the High Court of Punjab & Haryana. No change in the composition of a Bidder will be permitted during the validity period of the proposal contract. The sole responsibility under the contract would be that of the Prime Bidder only.

## 17. Risk and Cost Recovery:

In the event of non-execution of the assigned job in time, the EMD/Security shall be forfeited. Further, if the HPPC has to get the same or part of it from any other bidder because of failure to complete the job in full or part by the successful bidder, the difference in payment may be made from this EMD/Security deposit. The HPPC against EMD/Security can also make any other adjustment or default on the part of bidder.

## 18. Forfeiture of Earnest Money Deposit (EMD)

The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses:

- a. If the bidder withdraws the Bid for any reason whatsoever;
- b. If the bidder whose Bid has been accepted, fails to execute the Agreement and/or fail to submit the PBG within the time stipulated by the High Court; and
- c. If the bidder adopts unfair practices to influence the outcomes of the Bid process.

## 19. General Instructions:

1. The successful bidder will provide MIS utility for checking and will share the reports regarding Scanning and Digitization on monthly basis with High Court.
2. The bidder will execute an appropriate agreement, on the agreed terms & conditions with the High Court and also furnish Performance Bank Guarantee Security Deposit @ 10% of the total project value (value of 100 Crore pages shall be considered to work out for performance bank guarantee) valid for one year from the date of award of work. For the 2<sup>nd</sup> and 3<sup>rd</sup> years the bidder should have to furnish Security Deposit i.e. @ 10% of the balance work and for the 4<sup>th</sup> & 5<sup>th</sup> years the bidder should have to furnish Security Deposit i.e. @ 10% of the balance work. In case of extension of contract, the validity of performance bank guarantee shall be extended accordingly.
3. The High Court will deal with the bidder directly and no middlemen/agents/ commission agents etc., should be asked by the firm to represent their cause.
4. The successful Bidder shall develop CMS (Context Management System)/DMS (Data Management System) specific to the needs of the High Court. The CMS/DMS is required to be developed using open source technologies only. The successful Bidder shall handover the complete software solution to the High Court with the source code and the Intellectual Property Rights (IPR) including copyrights of the entire software solution. DMS should have 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. The successful Bidder will hand over all the documentation and its source code to the PHHC regularly on quarter basis. The Bidder shall provide training of DMS/CMS to the Hon'ble Punjab and Haryana High Court staff.
5. The modules of CMS/DMS are required to be capable of multiple accesses with security features and facility for updation/versioning.

6. CMS/DMS provided by the successful Bidder is required to be platform independent and capable of archival, management and retrieval as per the requirements of the tender document.
7. CMS/DMS is required to be web enabled.
8. CMS/DMS provided by the successful Bidder is required to ensure seamless integration with the existing workflow based system or any other database of the High Court.
9. CMS/DMS provided by the successful Bidder is required to have Document and Record caching functionality with no limitation on the number of caching sites.
10. The successful Bidder may be asked to modify or make provisions for additional reports based on search parameters.
11. Open Source Platform are required to be provided for connecting CMS/DMS through web and allow other home grown applications of the High Court to read and write data remotely. Source Code, proper documentation and Javadoc of such Java APIs must be made available by the successful Bidder to the High Court.
12. Provision for storing and retrieval of multimedia information/record available in CD/DVD/Audio/Video format etc. related to the Case files are required to be integrated with CMS/DMS.
13. Only one version of software clatter will be used at all locations/sites. All customizations will be carried out after approval from Hon'ble High Court where all customization requests from different sites will be consolidated and approved. There will be approx. 5000-6000 users to access.
14. The scanners deployed are required to be capable of duplex scanning and handling fragile/delicate records.
15. The successful bidder is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to contract work and the High Court will not be responsible for any breach thereof.



16. The items/ equipment's installed by the successful bidder will not be removed without the permission of the High Court.
17. The bidder should develop mechanism to upload the digitally signed interim orders and final orders or other documents on CMS/DMS.
18. The bidder should store the total no. of pages scanned in a file in database for further reference.
19. Water mark on scanned document should be applied at the time of downloading or printing of file. Original document must remain intact with digital signature.
20. The bidder should develop a MIS for Court Authority as per their requirements related to Digitization.
21. The successful bidder after successfully storing the scanned/ digitized data on its computer will transfer the same to the Server/ SAN storage/ Data centre(s) etc. and provide access to the High Court.
22. The scanned/ digitized records will be the property of the High Court and Subordinate Courts. The successful bidder will have no right, title or interest in it and will not use it elsewhere.
23. The hardware for its project is to be installed by the bidder. Once it is installed, the bidder will not take any storage device away, without permission from the Punjab & Haryana High Court or the concerned Subordinate Court.
24. Arrangements are also required to be made by the successful Bidder for scanning/digitization of large Maps/Plans etc.
25. The successful Bidder is also required to make provisions in the software solution for weeding of the digitized Case files/PDF-A.
26. PDF/A files should be linearized to ensure faster web viewing.
27. Disaster Recovery Management of scanned/digitized records will be the responsibility of the successful Bidder.
28. Licensed copy of the application software and database design as may be developed by the firm or its employees for and during execution of the



work shall vest in Punjab & Haryana High Court and the firm shall execute necessary documents for the same and also get an assignment from its employees, in favour of Punjab & Haryana High Court.

29. The data is to be stored by way of images in Portable Document Format with adequate resolutions to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirements of Punjab & Haryana High Court and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
30. The bidder, after successfully storing the data on its own computer shall transfer the same on the computer to be provided by the Court concerned 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 bidder shall suggest the configuration and the number of computers and other hardware for Archival and Retrieval of digitized data, including back up.
31. The bidder shall have to arrange his own staff for the entire scope of work. The Punjab & Haryana High Court or respective Subordinate Court would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the Punjab & Haryana High Court/Subordinate Court concerned and the staff of the bidder.

## 20. Contents of Bid

The Bids prepared by the Bidder shall comprise of the following two components:

20.1 Technical Bid comprising the following are to be filled as per the formats provided in the Tender Document.

- i) Performa for Bidder's particulars - **Annexure 'A'**.
- ii) Documents Detail - **Annexure 'B'**.
- iii) Earnest Money
- iv) Bidders Particulars (**Annexure-T1**)
- v) Bid Form (**Annexure-T2**)
- vi) Bidder must also enclose the required documents as defined in Pre-Qualification Criteria (**Clause 12**).

The Bidders should attach the detailed process flow of the scanning & digitization work execution with capacity details and technology which

will be used for execution the job of scanning & digitization as specified by the High Court. Further, the bidder should also have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software will be used for scanning & digitization of records of the courts.

## 20.2 Commercial Bid

Commercial Bid for Scanning & Digitization of document along-with metadata per page/per side (**Annexure-C1**).

## 21. Security Deposit

Within 15 days after award of order, the successful Bidder shall have to furnish Security Deposit @ 10% of the total project value (value of 100 Crore pages shall be considered to work out for performance bank guarantee) valid for one year from the date of award of work. For the 2<sup>nd</sup> and 3<sup>rd</sup> years the bidder should have to furnish Security Deposit i.e. @ 10% of the balance work and for the 4<sup>th</sup> & 5<sup>th</sup> years the bidder should have to furnish Security Deposit i.e. @ 10% of the balance work. In case of extension of contract, the validity of performance bank guarantee shall be extended accordingly. In the event of non-execution of said job in time, this deposit shall be forfeited. Further, if the High Court has to get the same or part of it from any other bidder because of failure to complete in full or part by the successful bidder, the difference in payment may be made from this Security Deposit. The High Court can also make any other adjustment against Security Deposit on default on the part of bidder. The Security Deposit shall be returned only after the specified period and clearance of all dues/payments. No interest will be payable on the Security Deposited by the High Court. The EMD will be returned on submission of Bank Guarantee within 30 days.

## 22. Schedule of Tender:

- a. **Availability of Bid Document:** The tender document is available at e - Procurement Portal i.e. <https://etenders.hry.nic.in> from 01.12.2017.
- b. **Submission of e-Bids:** Bids should be submitted online at e-procurement portal i.e. <https://etenders.hry.nic.in>. Upto 04:00 PM by 19.12.2017.
- c. **Opening of e-Technical Bids:** On 21.12.2017 at 03:00 PM at Court Room No. 39, O/o Registrar (**Computerization**), Punjab and Haryana High Court, Chandigarh.
- d. The bidders or their authorized representatives may be present, if they so desire.
- e. **Advice to the Bidders:**  
Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications.
- f. **Period of Validity of Offer:** Offer should remain valid for one year after the date of opening of the technical bids as prescribed by the Corporation/PHHC. If the validity of the offer is extended, the validity of EMD will also have to be

extended. An offer valid for a shorter period may be rejected by Hartron as non-responsive.

- g. **Language of the Bid Proposal:** The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the corporation shall be English.

### 23. Procedure for Submission of Bid:

The Bids should be submitted online in two parts i.e. Technical Bid and Commercial Bid as per the format given in the tender document and the respective online envelope available on the portal upto the due date & time.

- a. **Technical bid (stage 1):** - The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical e-tender/Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected. The bidders shall submit the details offered against the tender requirement. The technical should be submitted through e-bids as per schedule as well as hard copy of technical bid along-with the duly signed and stamped tender document downloaded from the website should also be submitted up to 21.12.2017 upto 12:00 Noon at O/o Asstt. General Manager (Projects)-I, Hartron Bhawan, Bays 73-76, Sector-2, Panchkula.

- b. **Price Bid Form (Stage 2):**-The price bid should be submitted through e-bids as per the online envelope given on the e-procurement portal against this tender. All the Price items as asked in the Tender shall also be filled in the Price Bid Format as given in the Tender and required to be uploaded on the e-procurement portal. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.

**Mode of Submission of Bids:**-The Bids shall be submitted electronically on Haryana Govt. e-procurement portal strictly as specified in the Tender document. However, bidder will also submit a hard copy of technical bid to HARTRON upto due date & time of submission of offers.

**Rejection of Bid:**- Bids submitted other than the electronic form on e-procurement portal of Haryana Government shall not be entertained.

### 24. Evaluation of Bids:

An evaluation committee will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- a. Only e-Technical bid shall be opened on the day of opening of the bids as per schedule.
- b. Conditional bids shall be summarily rejected.
- c. The Technical bids:-The documents furnished by each bidder with its Technical Bid will be examined to see whether the qualifications and specific requirements mentioned in the tender document are fulfilled.
- d. The Tendering Authority may ask the TENDERERS for additional information, documentation for clarification, technical presentation and/or arrange discussions to verify claims made in pre-qualification cum technical offer

documentation. The request for a clarification and the response shall be in writing and no change or substance of the bid shall be sought, offered or permitted. No relative positions will be given and the committee will decide only according to requirement and its fulfilment. If it is found that the documents submitted by the bidder are not compatible or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard is final and binding on the bidder and cannot be challenged.

- e. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid. PHHC/HARTRON will in no case be responsible or liable for the costs incurred by the bidder, regardless of the conduct or outcome of the tendering process.
- f. The Commercial Bids of those bidders who satisfy the parameters laid out in the Technical Bid will only be opened. The place, date and time of the opening of the e-Commercial Bids shall be notified separately. The commercial bid shall be evaluated for successful Bidders.

#### 25. Penalty Clause:

The bidder shall be liable for deduction of payment in case of delay/non-completion of assigned job in stipulated time from the date of issuance of data as per details given hereunder:-

- i) No payment will be deducted for first 15 days from the start of job (i.e. 12 weeks +2 weeks).
- ii) After 14 weeks, 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 upto 10% of the amount of work not performed during the relevant quarter. In such an event, the successful Bidder will also be required to complete the remaining work during the next quarter.
- iii) The bidder will also prepare Web based MIS utility for checking and will share the reports regarding Scanning and Digitization on daily basis with High Court. The pendency of work is allowable upto maximum three quarters thereafter, High Court reserves the right to take appropriate action upto the extent of cancelation of work order or imposing of Risk Purchase as mentioned at **Clause 31**.
- iv) The Data may be issued to the bidder weekly / regularly basis and the bidder should have to complete the same in the same quarter.

#### 26. Right to negotiate:

The negotiation, if required shall be carried out by the Committee of High Court of Punjab and Haryana at that point of time.

## 27. Release of Order:

After Acceptance of Bid Proposal by the Committee of High Court of Punjab and Haryana will release the formal purchase order in favour of the successful bidder.

No dispute can be raised by any Bidder who Bid has been rejected and no claims will be entertained or paid on this account.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the indenting document. Further to furnish all the information required by the indenting document or submission of a bid in every respect will be at bidders risk and may result in rejection of the bid.

## 28. Terms of Payment :

- a. Bills may be raised by the successful Bidder at the end of each quarter for the work performed during the quarter so that payment may be made after due verification of the work done by the successful Bidder during the relevant quarter.
- b. If the work has been performed as per the agreed terms, payment for scanning/digitization/storage/integrated retrieval under the contract will be made on quarterly basis, subject to statutory and other deductions, penalties and damages recoverable under the contract.
- c. The successful Bidder will pay all the applicable taxes.
- d. Payments under the contract will be made only in Indian currency.
- e. If during the currency of the delivery period stipulated in the work order, there is any variation in the statutory levies e.g. Sales Tax, Excise Duty, Custom Duty or GST etc, the same shall be allowed against documentary proof produced by the bidder.
- f. No extra payment resulting from such variation shall, however, be made if the same becomes effective after the expiry of the delivery period originally stipulated in the Work Order.

## 29. INDEMNITY

- a. The Company/Agency will indemnify HARTRON and its client organizations of all legal obligations of its professionals deployed for the High Court of Punjab and Haryana projects.

- b. High Court of Punjab and Haryana and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.
- c. High Court of Punjab and Haryana will not be responsible for any violation of IPRs by the Company/Agency in the discharge of work assigned by HPPC.

### 30. TERMINATION OF JOB

#### a. Termination for Insolvency

High Court may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

#### b. Termination for default

##### a. Default is said to have occurred

- If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by High Court.
- If the agency fails to perform any other obligation(s) under the contract / work order.

b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from High Court (or takes longer period in spite of what Hon'ble Punjab and Haryana High Court/HARTRON may authorize in writing), High Court may terminate the contract / work order in whole or in part. In addition to above, High Court may at its discretion also take the following actions.

c. High Court may transfer upon such terms and in such manner, as it deems appropriate work order for similar service to other agency and the defaulting agency will be liable to compensate High Court for any extra expenditure involved towards support service to complete the scope of work totally.

### 31. RISK PURCHASE :

If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, Punjab and Haryana High Court, Chandigarh reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.



### 32.LOSS OF DOCUMENT:

In case of loss or damage to the documents/ record retaining and digital copies, the bidder shall be liable for deduction of payment maximum of the 10% of the contract value as per discretion of Hon'ble Punjab & Haryana High Court.

### 33. Execution of Job:

Bidder will be given 12 weeks' time to start the work from the date of award of work. The complete Software Requirement Specifications (SRS) for the entire project is required to be made available by the successful Bidder. Technology used for Front-end, Middle-tier, Web Services (UDDI, SOAP, WDSL, etc.) and Persistent Layer implementation are also required to be clearly elaborated. Details of Operating System, Application Server, ORDBMS and other platform requirements are also required to be clearly specified in SRS.

### 34.FORCE MAJEURE

- a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by High Court :-
  - War / hostilities.
  - Riot or Civil commotion
  - Earthquake, flood, tempest, lightning or other natural physical disaster.
  - Restriction imposed by the statutory authority, which prevent or delay the execution of the order by the statutory authority.
- b. The bidder will advise High Court in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, High Court reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

### 35. ARBITRATION

All disputes of differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration which in this case shall be Registrar General, Punjab and Haryana High Court, Chandigarh. The Arbitration and

Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Chandigarh and courts at Chandigarh shall have carried out in English language.

### 36. JURISDICTION

The Civil Court at Chandigarh will have the exclusive jurisdiction in regard to the matter arising out of this agreement.

### 37. GENERAL TERMS & CONDITIONS

- a) The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to Hon'ble Punjab & Haryana High Court and shall, at all times, support and safeguard Hon'ble Punjab & Haryana High Court, Chandigarh legitimate interests in any dealings with Third parties.
- b) Punjab and Haryana High Court, Chandigarh reserves the right to access the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. High Court, Chandigarh reserves the right to cancel the work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from the HARTRON/ PHHC.
- c. The selected bidder shall not, without Punjab and Haryana High Court, Chandigarh prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of High Court, Chandigarh in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- d. The selected bidder or his employees will not disclose the content of documents given for scanning or archiving, the details related to Punjab and Haryana High Court, Chandigarh, to any person. The selected bidder



should not also disclose these above things to any of its existing or future clients either in softcopy or hard copy form.

- e. The selected bidder shall indemnify the Punjab and Haryana High Court, Chandigarh against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related series or any part thereof.
- f. The selected bidder shall not outsource the works assigned to any other bidder under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.
- g. Alternations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.

### 38. APPLICABLE LAW

- a. The bidder shall be governed by the laws and procedures established by Punjab and Haryana High Court, Chandigarh, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes in this connection shall be settled in jurisdiction of the headquarters of the Punjab & Haryana High Court.
- c) PHHC reserves the right to cancel this bid or modify the requirement without assigning any reasons. The purchaser will not be under obligation to give clarifications for the same.
- d) PHHC reserves the right that the work can be allocated to any of the qualifying vendors.
- e) PHHC also reserves the right to relax any of the terms & conditions of the bid.
- f) PHHC, without assigning any further reason can reject any bid(s), found deficit in any manner.
- g) PHHC also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure.

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## **BUSINESS DETAILS**

**(Annexure-'A')**

### **A. BIDDER'S PROFILE**

S. No.	Required Details	Remarks
1.	Legal Name of the Company:	
2.	Type of Business:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other
3.	Company Identification No. (CIN)	
4.	Business Address: City District State Zip Code Telephone Nos.: Contact e-mail:	
5.	Registered Address of the Company: Address: City District State Zip Code Contact Person: Telephone Nos.: Contact e-mail: Company Website URL:	
6.	PAN No. of bidder TAN No. of bidder GST of bidder	
7.	Has the firm transacted business under any other previous names ? If yes, under which name business transacted	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Ownership of the Company/Firm: <ul style="list-style-type: none"> <li>Whether Company owned or controlled by parent Company ?</li> <li>If yes, complete the following:</li> </ul> Legal name of the parent company Full address of parent company Street City District State Zip	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Relationship with the parent company	<input type="checkbox"/> Subsidiary

		<input type="checkbox"/> Division
10.	Date of ownership	
11.	Shareholding pattern of Parent Company:	
	<ul style="list-style-type: none"> <li>Percentage of shares held by the parent company</li> </ul>	
	<ul style="list-style-type: none"> <li>Other majority shareholders in the Indian Company</li> </ul>	
	<ul style="list-style-type: none"> <li>Details of Board of Directors</li> </ul>	
12.	<p>Name of Bid and Contract Signing</p> <p>Authority – I</p> <p>Name</p> <p>Designation</p> <p>Contact No.</p> <p>Email:</p> <p>Power of Attorney or resolution of Board of Directors through which authorized as signatory</p> <p>Authority – II</p> <p>Name</p> <p>Designation</p> <p>Contact No.</p> <p>Email:</p> <p>Power of Attorney or resolution of Board of Directors through which authorized as signatory</p>	
13.	<ul style="list-style-type: none"> <li>Memorandum of Association and Articles of Association of the Company</li> <li>Bye Laws and certificates of registration (in case of registered firm)</li> </ul>	
14.	Whether MOA of Bidding Company allows entering into the bid of respective services ? If yes, indicate the relevant clause.	

## B. COMPANY'S FINANCIAL DETAILS

1.	Authorized Capital of the Indian Company	
2.	Paid up Capital of the Company	
3.	Turnover of the Indian Company for the last three years	
4.	Net worth of the Indian company for last three years	
5.	Profit of the Indian company for last three years	
6.	Customer references	

7.	Past 1 – 3 year supply record	
8.	Quality certificates received, if any	
9.	Customer approval letters if any	
10.	Awards and recognition received, if any	
11.	After sales support mechanism	

### C. COMPANY'S LEGAL DETAILS

1.	In the past five years prior to the date of this application, has this entity or any principal of the entity has been deemed to be in default on any contract, or been forcefully terminated from any contract ? If yes, state the names of the entity, relationship to form and the circumstances.  (Submit affidavit)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Whether an undertaking (Affidavit) submitted that the bidder has not been blacklisted/debarred by any Central/State Government Department/Organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Whether an undertaking (Affidavit) submitted to the effect that there has been no litigation with any Government Department/Organization on account of similar services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Whether the entity has undergone legal proceedings/arbitration proceedings in the past three years.  If yes, Submit details	<input type="checkbox"/> Yes <input type="checkbox"/> No

### D. Bank details:

Bank Name	:	
Branch	:	
Bank Account No.	:	
Type of Bank Account	:	
IFSC Code	:	

**E. Technical Information about Bidder Company:**

1.	Present installed capacity(per day) for Scanning & Digitization (Detail of Make & Year of related Machines with capacity per day).	
2.	Capacity Utilization	
3.	Experience in Scanning & Digitization work (since when, indicate month & year – attach supporting documents, if any)	

**F. Detail of Technical trained Manpower.**

Sr. No.	Level of the Employee	Qualification	Years of Exp.

**G. Entity's Financial Details is given as under:**

Whether the entity is a defaulter in paying any dues to any of the Government Departments	<input type="checkbox"/> Yes
a) If yes, the bidder is not eligible to bid for the tender	
b) If no, affidavit to its effect to be submitted as placed at Annexure (below)	<input type="checkbox"/> No

**H. Any other details:**


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**Date:****Signature of Bidder**

Name:

Status/Designation:

**(Seal)****Note:** Furnish separate profiles, if desired.

**TECHNICAL BID PROFORMA**  
**Part - II : Technical Details**

S. No.	Description	Detailed Information to be furnished by the Bidder on a separate sheet (Y/N) (P/g No.)
1.	Details of Server(s) (with configuration and OS) the Bidder intends to install.	
2.	Details of the Storage/SAN Server(s) the Bidder intends to install.	
3.	Details of the Computers, Hardware, Equipment, the Bidder intends to install.	
4.	Details of the Scanners (make, model, scanning/digitization speed, duty cycle and other 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 qualifications, experience, functions, etc.	
7.	Number of non-technical persons proposed to be engaged by the Bidder with details of their educational qualifications, experience, functions, etc.	
8.	The amount of space/area required by the Bidder for execution of the scanning/digitizing/storage/integrated retrieval.	
9.	Proposed output per day in terms of number of pages to be scanned/digitized, indexed, stored and retrieved.	
10.	Details of the software(s) the Bidder proposes to use for Bar coding the case files, scanning/digitizing, indexing, storage and integrated retrieval thereof.	
11.	Detailed methodology with stage wise information about the processes, procedures and methods proposed to be employed by the Bidder for providing a complete solution of the entire project with work flow chart.	
12.	Risk analysis and its management for the project.	
13.	Maintenance and technical support services the Bidder intends to provide.	
14.	Process for handing over the scanned/digitized data to the High Court including data generated during the bar coding process.	

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.

Date:

Authorized Signatory  
(Name & designation)  
Seal

Place:

## **Document Detail to be attached with Qualification Bid**

**Annexure 'B'**

Sr. No.	Description	Document Required	Page No.
1.	The Company / Agency must be registered in India under the Companies Act 1956 having its registered office in India for the last five years as on date of submission of e-bid.	Attested copy of the Certificate of Incorporation.	
2.	The Bidder should have at least ISO 9001:2000 and CMMI level (Capability Maturity Model Integration) 3 certification.	Attested Copy of Certificate must be attached.	
3.	The Company/Agency must have experience in the field of Scanning & Digitization for the last four financial years (2012-13, 2013-14, 2014-15, 2015-16).	Copy of Work Order / Client Certificate / citations to validate the experience over last 4 financial years.	
4.	<p>The Company/Agency must have successfully executed 3 purchase orders in the last three preceding years in a State/Central Government/ PSU/Registered Companies/ Registered Educational Institutions. Out of three orders:</p> <p>One order must be of minimum 5 Crore documents. OR Two orders must be of minimum 2.5 Crore documents each. OR All the three order must of minimum 1.75 Crore documents each.</p>	<ul style="list-style-type: none"> <li>• Work Order along-with Completion Certificate/ Client Certificate/ Project citations/Define of satisfactory execution &amp; payment recd. Etc.</li> <li>• If there is consortium between the Companies, both the Companies/Agencies must have experience in the field of Scanning &amp; Digitization for the last four financial years. Furthermore, the bidder can submit satisfactory reports along with year wise volume for the last 5 years from the User/ Department as well as the work order along with Completion Certificate/Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipts</li> </ul>	<p>1. Work order No. 2. Completion Certificate/ Client Certificate/ Project citations/ Define of satisfactory execution along-with volume of documents year wise scanned &amp; payment recd. Etc. for each work order as defined in the RFP.</p>

		<p>etc. for the ongoing project for more than four years.</p> <p>The bidder can submit satisfactory reports along with total volume for the last four years from the User/Department as well as the work order along with the Completion Certificate/ Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipt etc. for the ongoing project for more than four years. In case of consortium, this will be applicable for both the Companies together.</p> <p>In case of on-going projects, total volume is to be seen.</p>	
5.	The Company/Agency should have average Turnover of Rs. 100 Crore (Rs. One Hundred Crore) in last 3 Financial Years (2013-14, 2014-15, 2015-16).	<ul style="list-style-type: none"> <li>Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for each of the last 3 audited financial years (both of the companies, if consortium).</li> </ul>	
6.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company before tax in each of the last three audited financial years (2013-14, 2014-15, 2015-16).	<ul style="list-style-type: none"> <li>Certificate duly signed by Company Secretary of the Bidder confirming the positive net-worth for the last three financial years.</li> </ul>	



7.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/ GST Registration Certificate and PAN No.	Copies of Sales Tax, GST Certificate & PAN No. Undertaking be provided by the bidder that he has all the requisite approvals/ NOCs etc., as required under law to carry out its business.	
8.	Consortium between two companies shall be allowed.	Memorandum of Understanding (MoU) / Agreement with other consortium, members for the contract, clearly indicating the division of work with respect of the Scope of Work, relevant clauses and sub-clauses and their relationship. Such a MoU should be prepared on a stamp paper of ₹100/-.	
9.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolutions number and date to sign the Bid on their behalf.	
10.	EMD should have been submitted.	The Payment for EMD ₹20,00,000/- (Rupees Twenty Lakhs only) can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account	

		number as mentioned in the challan. The scan copy of receipt of tender document fee & EMD must be attached.	
11.	Selected company should not have been black listed from the last five years by any Government entity in India (Centre / State organizations/ Departments/ Institutions.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	Certificate from the current authorized signatory of the company	
12.	Proposed solution should have at least 3 live references in Central / State Govt. / PSUs / Autonomous bodies in India. Bidder to produce live Internet URLs / give Contact Details of these references, which can be validated by Court committee.		
13.	The Bidders should attach the detailed process flow of the scanning & digitization work execution with capacity details and technology which will be used for execution the job of scanning & digitization as specified by the High Court. Further, the bidder should also have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software will be used for scanning & digitization of records of the courts.		

**Note:** All documents of the bids must be in sequence, indexing with page numbering in proper manner and shall be clear/readable each & every document attached.

## BIDDERS PARTICULARS\*\*

**BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW.**  
(as eligibility criteria mention at clause 12)

**BIDDERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WILL BE LIABLE TO BE IGNORED.**

1. Tender No. Hartron/AGM(Projects)-I/RFP/2017-18/ID/01(R)

2. Please indicate:-

**Name & full address of your Bankers.**

3. **Business name and Constitution of the firm.**

**Is the firm registered under\*\*:-**

(a) The Indian Companies Act, 1956 (b) The India Partnership Act, 1932 (Please also give name of partners) (c) Any act, if not who are the owners. (Please give full names and address).

4. **Do you agree to Sole Arbitration by Registrar General, Hon'ble Punjab & Haryana High Court, Chandigarh or by some other person appointed by him? (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that on omission to answer the above question will deem as an acceptance of the Clause).**

5. **For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-**

(a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

(b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who signed the tender to refer dispute concerning business of the partnership to arbitration.

If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

**N.B.:**

- i. Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partners signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a property stamped paper by all the partners.
  - ii. Where authority to refer disputes to arbitration has not been given to the partners signing the tender the tenders must be signed by every partner of the firm.
6. Here state specifically that whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for the job of the same nature. If not state the reasons thereof, if any, also indicate the margins of difference.
7. Please confirm that you have read all the instructions carefully and have complied with accordingly.

**\*\* As per eligibility criteria.**

**Signature of Witness:**

Full name & address of

Witness in Block letters

**Signature of Bidder**

(1) Full name and address of the persons

Signing **(In BLOCK letters)**

(2) \*\*Whether signing as Proprietor/Partner  
Constituted Attorney/duly authorized

by the Company.

Date:

**(seal)**

Place:

(Enclose with Technical Bid)

Annexure-T2

**BID FORM**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

To

**Registrar General  
Hon'ble Punjab & Haryana High Court,  
Chandigarh.**

Sir,

Having examined the Bidding Documents of Tender No. Hartron/AGM(Projects)-I/RFP/2017-18/ID/01(R), we, the undersigned, offer for Scanning & Digitization of Records in the Subordinate District Courts of Punjab, Haryana and U.T., Chandigarh in conformity with the said Bidding Documents for same as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, we supply the material/complete the job as per the schedule defined by the Corporation/Punjab and Haryana High Court. If our bid is accepted we will submit a bank guarantee for Rs. \_\_\_\_\_ from a Scheduled Bank for the due Performance of the Contract within 15 days of receipt of order. The said bank guarantee will be valid upto \_\_\_\_\_201\_\_.

We agree to abide by this bid for a period upto \_\_\_\_\_201\_\_ from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration 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 Control between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders.

**Dated** \_\_\_\_\_ **Day of** \_\_\_\_\_ **2017** \_\_\_\_\_

**Signature & Seal  
(in the Capacity of)**

**Only Authorized to sign bid for and on behalf of** \_\_\_\_\_

**BID LETTER****To**

**Registrar General  
Hon'ble Punjab & Haryana High Court  
CHANDIGARH.**

**Ref: Tender No. Hartron/AGM(Projects)-I/RFP/2017-18/ID/01(R)**

**Sir/Madam,****We declare:**

1. As the Punjab & Haryana High Court has to execute the job of Scanning & Digitization of Records in the Subordinate District Courts of Punjab, Haryana and U.T., Chandigarh work. We hereby offer the following rates for Scanning & Digitization etc. :-

**Rates for Scanning & Digitization:**

<b>Sr. No.</b>	<b>Description</b>	<b>Volume</b>	<b>Rate per page per side (Rs.) *</b>
1.	Scanning & Digitization of document along-with metadata for various sizes of pages.	Approx. 100 Crore Pages	
2.	GST	(at present it is 18%)	

1. We agree to execute the work of Scanning & Digitization of Records in the Subordinate District Courts of Punjab, Haryana and U.T., Chandigarh as per defined scope of work of the tender.
2. The prices quoted will be valid till the completion of project.
3. We agree to abide by our offer upto one year from the date fixed for opening of the Tenders and that we shall remain bound by a communication of acceptance within that time.
4. We hereby certify that we have read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to execute as per these terms and conditions.
5. Certified that the Bidder is:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

**OR**

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

A company and the person signing the tender is the constituted attorney.

**NOTE:** Delete whatever is not applicable as per eligibility criteria mention at clause 12. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

6. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

**Dated:**        **this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2017**

**Details of enclosures**

**Signature of Bidder**

**Full Name:** \_\_\_\_\_

**Full address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only to be duly attested by Notary Public)

Affidavit of Mr..... S/o .....

R/o.....I, the deponent

above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....having its Head Office/Regd. Office at .....  
.....
2. That the information/documents/Experience certificates submitted by M/s.....along with the tender for .....*(Name of work)* ..... to the Corporation are genuine and true and nothing has been concealed.
3. I shall have no objection in case the HARTRON verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case the HARTRON demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the HARTRON at its discretion may disqualify / reject / terminate the work order and also forfeit the EMD / All dues.
5. I shall have no objection in case HARTRON verifies any or all Bank Guarantee(s) under any of the clause(s) of work order including those issued towards EMD and Performance Security from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before the HARTRON receives said verification.
6. That the Performance Security issued against the Work Order issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false /



fabricated, the HARTRON shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

7. That I hereby confirm that my/our firm/company M/s.....have not been convicted of any non-bailable offence, by any of the courts.
8. That I hereby confirm that my/our firm/company M/s.....have not been convicted, or reasonably suspected of committing or conniving at the commission of any offence under any of the laws applicable in the country.
9. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
10. That I hereby confirm and declare that my/our firm/company M/s.....has not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
11. That I hereby confirm and declare that my/our firm/company M/s.....We have paid all rents, royalties and all public demands such as income-tax, sales tax, GST and all other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on us in respect of sales-tax, income-tax, GST, Govt. Revenues and other taxes.
12. That in the past five years prior to the date of this application, I or any principal of the entity has not been deemed to be in default on any contract, or have not been forcefully terminated from any contract of any Organization.

13. That I hereby confirm and declare that my/our firm/company M/s..... that there has been no litigation with any Government department/organization on account of similar services.
14. That I hereby confirm and declare that my/our firm/company M/s..... has not undergone any legal proceedings of whatever kind in the past three years.
15. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the Corporation at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD/Performance Security/ All dues. May take any appropriate legal action against me.

Deponent

**Verification:**

I, ....., the Proprietor/ Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at .....this.....day of .....

Deponent