

HIGH COURT OF KERALA

Ref No: HCKL/1364/2024-ECC6

REQUEST FOR PROPOSAL (RFP) FOR THE AWARD OF CONTRACT FOR SCANNING, DIGITISING, STORAGE AND INTEGRATED RETRIEVAL OF JUDICIAL (PENDING/DISPOSED) CASE FILES AND ADMINISTRATIVE RECORDS AND FILES OF THE COURTS IN THE DISTRICT JUDICIARY ON TURNKEY BASIS.

THE REGISTRAR (COMPUTERISATION)-CUM-DIRECTOR(IT)
HIGH COURT OF KERALA
ERNAKULAM, KOCHI

The High Court of Kerala, the apex judicial authority in the state, was established on 1st November 1956 with its seat at Ernakulam, following the reorganization of states under the State Reorganisation Act, 1956. The Court's formation was a result of the integration of the Travancore-Cochin State and the Malabar region to create the State of Kerala. Prior to this, the High Court of Travancore-Cochin was inaugurated on 7th July 1949, also seated at Ernakulam, after the merger of Travancore and Cochin on 1st July 1949. Upon its establishment, the High Court of Kerala inherited 3,409 main cases from the Travancore-Cochin High Court and 1,504 cases from the Madras High Court. Its territorial jurisdiction extends over the entire State of Kerala and the Union Territory of Lakshadweep. Presently, there are 567 trial Courts functioning in 181 court complexes in the State of Kerala.

The High Court of Kerala, in alignment with the digitisation drive initiated by the e-Committee of the Supreme Court of India, aims to digitise the entire court records of the District Judiciary across the State. As part of this initiative, a comprehensive project has been undertaken to digitise court records, including scanning, indexing, storing, archiving, and retrieving both pending and disposed files, along with other relevant records. This process also involves word processing and the digital entry of all details from handwritten order sheets, ensuring secure storage of data. Digitisation work has already commenced in 10 court complexes across Kerala. In furtherance of this initiative, the High Court now intends to extend the digitisation process to the remaining 161 court complexes (the actual number of court complexes may slightly vary) and the court complexes which may be established in future. The scope of work is outlined in detail in the following sections of this document.

This project is conceived as a **turnkey** solution to be executed by a single Service Provider. The scope of work encompasses the entire digitisation process, including scanning, text recognition, indexing, document taxonomy, and the application of keywords (with support for nested keywords and hierarchies).

The primary objectives of this project are the preservation and indexing of records, which includes the addition of missing or enhanced metadata, keywords, and other

parameters to ensure efficient retrieval and search capabilities across all records. These records are dynamic, with the volume increasing daily due to new filings. Therefore, the project also includes establishing systems and protocols for the digital capture of new filings and materials, in addition to pending/disposed case records and administrative files.

The Service Provider will be required to manage all aspects of the project until completion, including daily progress reporting to the designated Officer of the Court concerned. Daily throughput targets will be established, and it is the Service Provider's responsibility to meet these targets, ensuring the output conforms to the specified standards. The performance of the Service Provider will be closely monitored, with both quantitative and qualitative standards being upheld.

An essential component of the project involves surveying and understanding existing workflow patterns to establish protocols for digitisation without disrupting ongoing work. digitised records must be 'reinstated'—restored to their original condition, including binding and arrangement. Therefore, the Service Provider must ensure a well-organized sequencing of the digitisation process, with checks at various stages to maintain quality and order.

The Service Provider shall be responsible for providing comprehensive services, including scanning, indexing, metadata entry, digital storage, and a data retrieval interface. The Service Provider must ensure that they have the required server infrastructure or an alternative solution, as specified by the High Court to facilitate efficient digital storage and quick retrieval of digitised records and documents throughout the digitisation process. Until the project is completed, the Service Provider must securely store all scanned documents on their intermediate server.

The Courts in the Court Complexes listed in Annexure I shall provide floor space and electricity for the execution of the project and the Service Provider has to provide all other facilities required for the execution of the project at its own cost. In Court Complexes listed in **Annexure II** where sufficient space is unavailable to establish a digitisation centre, the Service Provider is required to set up alternative arrangements. These alternatives may include mobile digitisation units, temporary/makeshift

arrangements, or other external provisions, as the Court Complexes may be unable to provide the necessary space or electricity for the digitisation activities. Wherever such alternative facilities are provided, as approved by the High Court, a 25% increase in the per page rate quoted will be considered. Details of the project and specifications are provided in the Tender document.

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1. INVITATION TO TENDER

The Registrar (Computerisation)-cum-Director(IT), High Court of Kerala invites tenders from the experienced and reputed firms/organizations for the Scanning, Digitising, Storage and the Integrated retrieval of Judicial and Administrative Records and files of the Courts in the District Judiciary consisting of approximately 132 crore pages of A4 and/ or Legal size and / or such other sizes as found in files and having quality of fragile / very old /old/moderate on Turnkey Basis.

2. DEFINITIONS

- (a) **“Applicable Law”**: means the laws, enactments and any other instruments having force of law in India, as they may be issued and in force from time to time.
- (b) **“Bidder”** means a firm or Joint Venture, which participates in the tender and submits its proposal.
- (c) **“Bank” or “Banks”** refers to all scheduled commercial banks as per the current list of RBI.
- (d) **“CMS”** means ‘Case Management System’ of the High Court of Kerala which is the portal for Case File Management & e-Filing and other purposes.
- (e) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person's or property to influence any person's participation or action in the selection process.
- (f) **“Contract”** means the agreement entered into between the High Court of Kerala and the Service Provider/Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (g) **“Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
- (h) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process.
- (i) **“Court”** means courts in the District Judiciary in the State of Kerala.
- (j) **“DCMS”** means ‘ District Case Management System’ for the District Judiciary which is the portal for Case File Management & e-Filing and other purposes.
- (k) **“Files”** means the documents, periodicals, books, Judgments, Orders, records, registers, notifications, amendments pasted on paper/paper slips and all other types of records in

whichever form that make up a document, of the Courts in District Judiciary in the State of Kerala. The files may be judicial or administrative, and may be pending or disposed.

- (l) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (m) **“Full time Employee”** means and includes any person who; Is currently employed under a contract or agreement of employment with the Service Provider; and has been employed by the Service Provider for the 12 consecutive months immediately preceding the date of submission of the Proposal; and is entitled to receive regular remuneration and benefits from the Service Provider.
- (n) **“High Court”** means the High Court of Kerala.
- (o) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information, whether arising before or after the execution of this contract and the right to ownership and registration of these rights.
- (p) **“in writing”** means communication in written or electronic form.
- (q) **“Kick Off Meeting”** means a meeting convened by the High Court to discuss and finalise the work execution plan and procedures with the selected Service Provider.
- (r) **“Letter of Award/Work Order”** means a letter signed on behalf of the High Court of Kerala, awarding the work mentioning the total Contract Value and the timeline for delivery of products and services.
- (s) **“OEM”** means Original Equipment Manufacturer.
- (t) **“Open Source”** Software or other materials that are publicly available and can be used, modified and redistributed without restriction.
- (u) **“Project”** means all activities covered under the present contract.
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
- (w) **“RFP”** means Request for Proposal / Tender Document.
- (x) **“Service Provider”** means the successful bidder, who gets the Letter of Award/Work Order, after the complete evaluation process.
- (y) **“Undesirable practice”** means establishing contact with any person connected with or employed or engaged by the High Court, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process;

Note: Wherever interpretations are required regarding the meaning or applicability of any clause/ term in this tender document, the decision of the High Court will prevail.

Interpretations

(a) In this RFP, unless the context requires otherwise:

(i) reference to singular includes a reference to the plural and vice versa;

(ii) reference to any gender includes a reference to all other genders;

(iii) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

(iv) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this RFP) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

(v) references to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the title of the statute or regulation.

(b) Clause headings in this RFP are inserted for convenience only and shall not be used in its interpretation.

(c) When any number of days is prescribed in this RFP, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a working day of the High Court, in which case the last day shall be the next succeeding day which is a working day.

(d) Any word or phrase defined in the body of this RFP shall have the meaning assigned to it in such definition throughout this RFP unless the contrary is expressly stated or the contrary clearly appears from the context.

(e) Reference to days, months or years in this RFP shall be a reference to calendar days, months or years, as the case may be, unless the contrary is expressly stated or clearly appears from the context.

3. BACKGROUND INFORMATION

3.1. Basic Information

- (a) The High Court, is intended to award the digitisation work to a competent Service Provider / Bidder on a turnkey basis, whereby the Service Provider on Turnkey Project Basis, shall be responsible for the scanning and digitising the Pending/Disposed Judicial/Administrative Records and files of the Courts in the District Judiciary, comprising of more than 132 Crore pages of Judicial Records, Administrative records, other papers etc. of A4 and/ or Legal size and / or such other sizes as found in files and having quality of fragile / very old /old /moderate, creating additional/missing metadata and port the entire digitised documents into the Case Management System or such other system specified by the High Court through which such documents can be catalogued, managed and searched.
- (b) Any contract that may result from this procurement process will be issued for a term of 2 Years for Scanning, Indexing, Storing, and Archiving & Retrieval of court records in digital form in a secure manner. The contract period may be extended at the discretion of the High Court. The High Court reserves the right to extend the project period and such extension or extensions shall be on the same terms and conditions. Once the contract is signed & work order is issued, any modifications in the terms and conditions shall be made only on mutual consent.

3.2. Project Background

Objective of the Request for Proposal (RFP): The High Court of Kerala, in alignment with the digitisation drive initiated by the e-Committee of the Supreme Court of India, aims to digitise the entire court records of the District Judiciary across the State. As part of this initiative, a comprehensive project has been undertaken to digitise court records of the courts in District Judiciary. In this regard, proposals are invited from competent Service Providers.

3.3. Key Information

3.3.1. Brief Description of the Project: These Terms of Reference are for the turnkey project for Digitisation of files/documents of the Courts in the District Judiciary and porting of Data on Content Management System / Document Management System. The High Court is looking for a turnkey Service Provider who will scan and digitise Records in the Legal / A4 and / or such other sizes as found in files, create the additional/missing metadata and port the entire digitised collection into the District Case Management System (DCMS) or such other systems as specified by the High Court through which the uploaded digitised documents can be managed, indexed, catalogued and searched. Considering the importance of the records to be digitised, all the records shall only be digitised within the premises of the Court Complexes concerned, and no physical document and digital document shall allowed to be carried/transmitted/shared/transferred/sent out of the Court Complexes concerned at any point of time, except under the orders of the High Court.

3.3.2. There are 161 Court Complexes (the actual number of court complexes may slightly vary) across the State where the digitisation work needs to be carried out. The work will have to be executed in a phased manner as proposed by the High Court.

3.3.3. In Court Complexes listed in Annexure – II, where sufficient space is unavailable to establish a digitisation centre, the Service Provider is required to set up alternative arrangements. These alternatives may include mobile digitisation units, temporary/makeshift arrangements, or other external provisions, as the Court Complexes may be unable to provide the necessary space or utilities (such as electricity) for the digitisation activities. In such cases, a **25% increase** in per page rate will be considered to account for the additional facilities provided by the Service Provider.

3.3.4. The Service Provider is expected to bring in (including, but not limited to): All equipment, software & hardware (computers, scanners, cameras, furniture, power backups, air conditioners including intermediary storage and servers etc.) required to set up a Digitisation Centre within the Court premises where the said scanning and indexing work will be done. The Service Provider can take back the said equipment upon the completion of the assignment after deletion of the records from the equipment used for the purpose. Necessary approvals from the appropriate authority, as decided by the High Court, shall be obtained in this regard.

3.3.5. Objectives of Digitisation: The need for preservation, coupled with the need for improving accessibility (which can only be achieved by digital storage and an efficient database management retrieval system) is the need of the hour for catalyzing the current

initiative on digitisation of files/documents in the Courts in the District Judiciary. The High Court proposes to use open source technology for its Content Management System/Document Management System and with PostgreSQL database. 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 digitised, 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 largely since digital documents would be made available through such systems, as decided by the High Court.
- (b) Accessibility and Availability - The District Case Management System would make the District Judiciary files more accessible to all stakeholders, including those who cannot visit the Courts. The documents and information held by the District Judiciary can be easily accessed, only if the metadata is made available on the internet/ intranet.
- (c) Enhance Searchability - All files 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 memos / circulars to the other Courts and various State / Central Government departments within a quick spell of time with the help of Internet / Intranet.
- (e) Creating catalogue and portfolio of the scanned case files and other records.

3.3.5.1. Broad Description of District Judiciary files that are to be digitised: The files/documents at the District Judiciary collectively and principally consist of the following, but not limited to:

- Judicial Files
- Administrative Files

3.3.6. Brief descriptions of type of files / documents to be digitised are given below:

- (a) Pleadings, applications/petitions, vakalaths, exhibits, depositions, processes, memo, annexures etc. and all other documents found in a case file.
- (b) Judgements/Orders including interim orders typed or handwritten or printed or a combination of these (for instance a typed note sheet with handwritten marking in the margins). In case of judgements/interim orders, two sets of digitised

copies, one with signature of the Judge, and another masking the signature of the Judges, shall be prepared.

- (c) All records in administrative files (note files and correspondence files to be scanned separately).
- (d) A single record may consist of one or several pages.
- (e) Normally, the size of the paper upon which pleadings in the Judicial Record shall largely be in foolscap. It may be noted that the paper size may vary from Legal, A3,A4,A5, stamp sized etc and / or such other sizes as found in files. The Service Provider has to scan all the documents irrespective of the page size.
- (f) Most of the documents are on papers largely printed in black colour. Some parts may contain other colours. Documents included in the judicial records may contain colour photographs, architectural plans, survey plans and the like.

Disclaimer: Please note that the above-mentioned type of documents are only an indication and the Service Provider has to digitise any document in the form of books or paper of any size and colour or contents of any digital storage media like CD/DVD/hard disk/flash drive etc. that is provided by the Courts in the District Judiciary from time to time for digitisation.

3.3.7. Estimate of Volumes

Files/Items to be digitised *	Approximate no. of pages
Judicial Files	132 Crore
Administrative Files	
<u>Note</u> : The number of items to be digitised may increase/decrease.	

3.3.8. The project comprises of the following main components:

1. Preparation of Project plan consisting of architecture of the software, resource allocation and management of digitisation work. The Service Provider may study the type and condition of the files / documents to be digitised available with the Courts to gain a better understanding of the scope of work.

2. Preparation of detailed action plan for digitisation of each category of data along with detailed workflow for each type and category of files.
3. Set up a fully equipped digitisation facility in the Court complex including secure physical access for carrying out the scanning and indexing work for different kinds of files/documents.
4. Batch Preparation and processing.
5. Scanning and digitisation of the files/documents including metadata.
6. Cataloguing of the scanned files.
7. Hyper linking of the documents and cross-referencing, wherever needed.
8. Quality checking and validation of digitised material, and checking of catalogued/indexed data, in coordination with the staff of the Court.
9. Restoration of files to its original form and returning to the Court.
10. Populating the databases in the District Case Management System or such other system, as specified by the High Court, as and when required.
11. Thorough testing of the solution and application used for digitisation.
12. The software and methodology to be adopted should ensure seamless integration with workflow followed in the District Case Management System or such other system, as specified by the High Court.
13. Development of technical documentation for source code handover and user manuals.
14. Preparing detailed specifications of all the necessary hardware, software, connectivity and supporting infrastructure required to run and maintain the Content Management System/Document Management System, after the expiry of the contract.
15. Extensive training for the Court staff by the Service Provider to operate the Content Management System/Document Management System.
16. Post Implementation Support as decided by the High Court.

4. DETAILS ON SCOPE OF WORK

The Courts in the District Judiciary will only provide the necessary space and electricity for the execution of the project, upon verification of the High Court. All other infrastructural requirements shall be borne by the Service Provider.

4.1. Duties and Responsibilities of the Service Provider

- (1) The Service Provider has to establish the digitisation centres with all facilities specified in the tender document and sufficient manpower within 60 days from the date of issuance of work order, as time is the essence of the contract.
- (2) If the setting up of the digitisation centres is delayed beyond the specified 60 day period and the Service Provider does not intimate the High Court satisfactory reasons for the same or apply for extension, penalty shall be imposed as per the provisions of the Store Purchase Manual.
- (3) If the Service Provider fails to commence the project beyond a period of 60 days from the date of awarding of work order or such extended period, the High Court reserves the right to reassign the project in full or in part to any of the bidders who qualified the technical evaluation at a rate equivalent to the rate quoted by L1 or any rate deemed fit by the High Court.
- (4) The Service Provider must digitise the entire Pending/Disposed case files and administrative and such other files/records including word processing and entry of all the details available in the handwritten order sheet as required by the Court, which involves additional metadata entry, scanning, text recognition, indexing, document taxonomy, keywords (including nested keywords and hierarchies), The scanned documents shall be split as per the requirement of the Court and should be uploaded to the District Court Case Management System application of the Court by integrating the Content Management System/Document Management System and the District Court Case Management System. Scanning and digitising all types of paper files/records including deteriorating, brittle paper records shall be taken care of by the Service Provider.
- (5) The Service Provider shall carry out project management activities until the completion of the project and report the daily progress to the Nodal Officer of the Court assigned for this purpose. Daily throughput targets will be established and must be met. The output must conform to specified standards. The performance will be monitored, and it will be the responsibility of the Service Provider to meet the stipulated quantitative and qualitative specifications.
- (6) As an integral part of the project, the Service Provider must survey and understand existing workflow patterns and establish satisfactory protocols for continuing the digitisation work without interrupting the work in hand. Records that are digitised will be required to be 'reinstated', i.e., restored to their original condition of binding and arrangement. The Service Provider shall affix a seal on completion of scanning

as “scanned” and after obtaining final approval of the digitised document The Service Provider shall affix a seal as “digitised” with the date of digitisation.

- (7) In the case of files which cannot be shifted to the digitisation centre set up for the purpose, the Service Provider shall digitise the files within the sections concerned or such other places as decided by the Courts concerned in the District Judiciary. It shall be the sole discretion of the Courts concerned to decide which files have to be transferred to the digitisation centre set up for the purpose and which files have to be digitised in the sections concerned / designated places, and the decision in this regard by the he Courts concerned shall be final, and the Service Provider will have to deploy all the necessary hardware/ software and manpower for this purpose as and when directed by the Court.
- (8) Brief descriptions of the type of documents to be digitised are given below
- (a) Pleadings including exhibits, annexures etc. and all other documents found in a case file, filed by parties to the litigation.
 - (b) Judgements/Orders including interim orders typed or handwritten or printed or a combination of orders (for instance a typed note sheet with handwritten marking in the margins).
 - (c) All records in pending/Disposed administrative files (note files and current files to be scanned separately).
- (9) The Service Provider is expected to bring in (including, but not limited to): All equipment, software & hardware (computers, scanners, cameras, furniture, power backups, air conditioners including intermediary storage and servers etc.) required to set up a Digitisation Centre/Centres as decided by the Court within the Court premises where the said work will be done. The Service Provider will take back the said equipment upon the completion of the assignment after deletion of the records from the equipment used for the purpose and necessary approvals from the appropriate authority shall be obtained in this regard after due verification. All such equipment shall be subjected to security check by the Courts concerned in the District Judiciary, if so insisted by the Court.
- (10) The Service Provider shall engage trained personnel/staff needed to complete the project within the contract period. The Service Provider shall have adequate infrastructure to scan and digitise documents based on the volume of files to be digitised per day and the timelines specified in this RFP.

- (11) The Service Provider must ensure that the staff deputed at the Court Complexes in the District Judiciary for the purpose of discharge of obligations under the contract submits a certificate of non-involvement in offences from the local jurisdiction of the police station where such employee/person resides. The Service Provider must ensure that the staff members posted and deputed by it at the Court Complexes in the District Judiciary have no criminal antecedents. The Court concerned reserves the right to deny entry to any staff member of the tenderer, if so deemed appropriate by it.
- (12) The Service Provider shall ensure that USB, Wi-Fi, Bluetooth devices etc. should be unmounted, uninstalled and disabled for all purposes (except for peripheral devices like mouse or keyboard) on all equipment setup, used for digitisation set up. The only permissible connectivity outside the perimeter of any equipment setup shall be by LAN/ethernet cable.
- (13) The Service Provider shall ensure that the staff engaged is disciplined and maintains full decorum as and when present within the premises of Court Complexes concerned. If directed by the Court, the staff deployed by the Service Provider shall mark their attendance either physically or through a computer software provided by the Court. However, marking of attendance by such staff of the Service Provider shall not empower them to be considered as employees of High Court/District Judiciary. The above measure may be invoked to observe discipline and strict compliance of the terms and conditions of the contract/agreement.
- (14) Disaster Recovery Management of scanned/digitised records before it is handed over to the Court concerned will be the responsibility of the Service Provider. The Service Provider shall make provisions for setting up of a Data Centre for the storage and DRM (Digital Rights Management) facility for proper backup of the digitised data, since the digital data is highly vulnerable.
- (15) The Service Provider shall provide a suitable Content Management System/Document Management System solution for the digitisation purpose. The High Court is looking for most advanced futuristic state of the art customised software solutions. The said solution must be open-source and the source code shall be handed over to the High Court of Kerala, as and when so directed by the High Court.
- (16) In order to ensure continuous and smooth support for the proposed solution, the Service Provider should have proven capability for supporting the solution and

should produce necessary documentary evidence in this regard i.e. certified resources / organization level certification etc.

- (17) The storage of the digitised data in the intermediate servers in each digitisation centre will be the responsibility of the Service Provider till the completion of the project period. The data shall be replicated to another server (rack mounted server with server grade processor) installed in the High Court data centre. The servers at the digitisation centres and the High Court shall be provided by the Service Provider. On completion of the project, the server installed at the High Court shall be handed over to the High Court.
- (18) The Service Provider will create a Unique Digitisation ID in consultation with the High Court for proper data integration.
- (19) The Service Provider shall provide the High Court /District Judiciary with suitable API services free of cost for the digitised data, fully compatible with the District Court Case Management System or such other systems, as decided by the High Court.
- (20) The Service Provider shall provide a suitable **web application** for tracking the inward and outward movement of files for digitisation, and progress of digitisation. The software should have the capability to generate customised MIS reports of the various status of digitisation i.e. daily, monthly, quarterly, and yearly, as specified by the High Court.
- (21) The High Court of Kerala is bound to follow the directions issued from time to time by the eCommittee, Supreme Court regarding digitisation of case files. The Service Provider is bound to follow the directives issued by the High Court in obedience to the directions of the eCommittee, regarding digitisation during the period of the project.
- (22) The High Court/Courts in the District Judiciary have the right to call back any files during any stages of the digitisation, without assigning any reasons and the Service Provider has to properly return the file intact as and when required.
- (23) A person should be designated by the Service Provider as a single point of contact between the Courts and the Service Provider, in each district.
- (24) A separate counter designated as “express counter” shall be set up by the Service Provider in each digitisation centre, to cater to various urgent scanning needs of the Courts in the District Judiciary and such counter shall exclusively perform the scanning of all such files identified by the Court to be scanned on urgent basis. When

no such files are provided by the Court, the said counter shall function as an ordinary scanning counter.

- (25) The working hours of the digitisation centre to be set up by the Service Provider shall be similar to that of the District Judiciary in normal cases. But, if insisted by the High Court/ Courts in the District Judiciary, the digitisation centre to be set up by the Service Provider shall work for extra hours and on holidays etc.
- (26) The Service Provider shall also be liable for depositing all taxes, levies, cess, etc. because of service rendered for the Court to the tax collection authorities concerned, from time to time as per extant rules and regulations in the matter.
- (27) The Service Provider shall maintain all statutory registers. The Service Provider shall produce the same on demand by the High Court.
- (28) In case the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the High Court is put to any loss / obligation, monetary or otherwise, the High Court will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security of the Service Provider, to the extent of the loss or obligation in monetary terms.
- (29) The Service Provider is expected to be fully acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- (30) The Service Provider is expected to know all conditions and factors, which may have an effect on the execution of the contract. The High Court shall not entertain any request for clarification from the Service Provider regarding such local conditions.
- (31) Upon award of the contract the Service Provider shall set up an office in Ernakulam, before the commencement of the project.

4.2. Service Provider's Liability of deployed workforce for the Project:

- 4.2.1.** The Service Provider shall confirm the availability of all personnel as per the contract.
- 4.2.2.** It is envisaged that a core team who are fluent in English and Malayalam, headed by a full-time Project Manager will supervise the entire project across the State. The said Project Manager shall function as the single point of contact between the High Court and the Service Provider.

- 4.2.3.** In every digitisation centre, a full time Team Leader (a digitisation specialist with good facilitation skills and capacity in multiple digitisation methodologies, including experience in creation of metadata completely) will head the workforce assigned for the project and will also function as the single point of contact between the District Judiciary and the Service Provider.
- 4.2.4.** The entire financial liability in respect of the work force deployed by the Service Provider shall be of the Service Provider and the High Court will in no way be liable.
- 4.2.5.** For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different labour legislations in respect of the workforce so employed and deployed.
- 4.2.6.** The Service Provider shall solely be responsible for the redressal of grievances /resolution of disputes relating to persons deployed. The High Court shall, in no way, be responsible for settlement of such issues whatsoever.
- 4.2.7.** The High Court shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 4.2.8.** The persons deployed by Service Provider shall not claim or be entitled to the pay, perks and other facilities admissible to regular / confirmed employees of the High Court/District Judiciary during the tenure of the contract or after expiry of the contract.
- 4.2.9.** In case of termination of the contract on its expiry or otherwise, the persons deployed by Service Provider shall not be entitled to and will have no claim for any absorption in the regular or other capacity in the High Court/District Judiciary.
- 4.2.10.** The personnel during the course of their work shall be privy to certain confidential documents and information, which they shall not divulge to third parties. In view of this, they shall be required to take an oath of confidentiality, and breach of this condition shall make Service Provider as well as the person concerned liable for penal action under BNS, BNSS or any other relevant statute, besides action for breach of contract.
- 4.2.11.** The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance, etc. in respect of the persons deployed by the Service Provider. The High Court shall have no liability in this regard.

4.3. Steps for Digitisation

Step 1 - All the files for the digitisation will be supplied to the Service Provider by the Court concerned, in batches, assigning unique batch identification numbers. The size and content of a batch shall be determined by the Court based on the nature of the documents being scanned. The Service Provider shall be responsible for collecting them to carry out the digitisation work. Entry to the Digitisation Centres will be restricted to authorised personnel only.

The Service Provider shall provide a comprehensive web application for batch creation, incorporation of pre-scanning data, file/batch management, file/batch tracking, generation of customised reports for verification of the progress of digitisation on daily/weekly/monthly basis.

- The web application should have a user friendly graphical interface for easily identifying the progress in digitisation across various stakeholders.
- All costs including development, web hosting, application security auditing during the period of digitisation shall be borne by the Service Provider.
- The application should provide role based access, and detailed functionalities of the application shall be developed in consultation with the High Court.
- The application should be ready for operation before signing the contract.
- The Service Provider shall hand over the above application along with its source code and all rights associated with it, to the High Court, on completion of the digitisation project.
- The Service Provider shall ensure the security of data, servers, web applications etc. and shall ensure security measures like firewall, geo-fencing etc. in consultation with the High Court. The Service Provider shall also establish a suitable disaster recovery mechanism during the digitisation project.

Step 2 - Inward batch/files shall be verified by the Service Provider and shall acknowledge receipt of such batch/files and inform the representative of the Court concerned in the District Judiciary, if any discrepancy is noted. On the receipt of batches/files, the Service Provider shall enter the following details against each file, in the web application:

- Name/Number of the file/batch received.

- Size of the pages in each file (A4, legal, A3 and / or such other sizes as found in files) along with the count.
- The total number of pages in each file.
- Condition of the file: Normal/Fragile/Torn
- Person from whom the file/batch is collected (District Judiciary Official)
- Date of Collection of file/batch.

The Service Provider shall store the files/batches so received safely. Old/fragile files shall be safely kept in plastic folders. All files shall be easily retrievable till the Quality Check is passed.

Step 3 – The Service Provider shall undertake the removal of dust, removal of tags, pins, threads, rubber bands etc. and sorting & numbering of pages in the document file in the correct order. The Service Provider shall carefully unfold and flatten the documents, if required, to eliminate creases and wrinkles. The Service Provider shall take special care in preparing the documents which are too old and that may not be in good physical condition. This may include (but not limited to) pasting of torn pages, straightening of pages, unbinding of files that cannot be scanned directly. Some documents, which are folded at the edges, may even require ironing to straighten them. The Service Provider shall take extreme care towards handling of documents to maintain the sequence of records in the files. For example, Multi-page documents that must be kept together (e.g., Note File and its Current File, Enclosures like Letter with an attachment)

The metadata pertaining to files as available in electronic form, will be shared with the Service Provider. The Content Management System/Document Management System shall consume that metadata. During the scanning process, the metadata of scanned files shall be verified by the Service Provider, with the physical files. Missing / additional fields have to be identified by cross-checking with the physical file on a case-to- case basis. All missing/additional data shall be entered by the Service Provider, and submit it for the approval of the Court concerned. If any defect is noted on returning the file, the Service Provider shall cure those defects, and resubmit the file for approval. Once approved, the metadata will be auto consumed to DCMS or such other system specified by the High Court, through API.

Step 4 - The scanned document in searchable PDF format i.e in PDF/A-2b will have to be uploaded in the Content Management System/Document Management System for verification. The Administrative and Judicial files shall be scanned separately. All the pages of a single file have to be merged together to generate an exact replica of the physical file. All the uploaded files should be bookmarked. The data should be integrated with DCMS or such other systems specified by the High Court.

The Content Management System/Document Management System should be capable of uploading the scanned “Files”, on-site from the scanning location at the court concerned.

The Metadata of each case file is required to be recorded in the PDF file itself. The Metadata inserted inside the PDF must conform to the XMP specification for storing rich Metadata, which enables importing of the Metadata fields directly in the Content Management System/Document Management System to the DCMS or such other system specified by the High Court. Annotations and bookmarks for the relevant pages are also required to be recorded in the PDF files and stored as separate attributes in the database for searching purposes.

XML output of the Metadata with other details of the PDF files is also required to be simultaneously generated by the Service Provider.

The Service Provider will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The Service Provider will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The Service Provider will perform quality checks to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. When necessary (e.g., poor image capture of an illustration), the Service Provider will re-scan the original file and insert the image(s) into the proper image file sequence. The Final Quality Check will be done by the District Judiciary in consultation with the High Court.

Step 5 - After the approval by the Court concerned, the scanned files will have to be uploaded to the DCMS or such other system specified by the High Court.

Step 6 - The physical files after digitisation, shall be returned to the sections concerned in batches in their original form. The Service Provider shall be liable for any damage/loss of the documents collected. The web application should cross check the digitised files with

respective batches, and should indicate mismatch, if any. On the return of batches/files, the Service Provider shall complete the file details in the web application, by entering the following.

- Returned to (Court Official).
- Returned by (bidder representative).
- Date of return.

Step 7 – If there is any error in step 1 to step 6, the files should be returned for curing the defects.

Step 8 - On final approval, the digitised files will be uploaded to the DCMS or such other system specified by the High Court by a designated officer/s of the District Judiciary, by affixing digital signature.

4.3.1. The detailed description of the tasks to be performed by the Service Provider

4.3.1.1. Rapid assessment: The Service Provider is expected to meet an average daily minimum of 20 lakh pages across the State, and shall be of excellent quality. Keeping this target in mind, the Service Provider must acquire a thorough understanding of the current systems and procedures of the Courts in the District Judiciary. This should enable the Service Provider to determine:

- The type of hardware/software required for digitisation of each category and kind of file/ material or equivalent.
- The number of each such equipment.
- Location and layout of such equipment.
- The work schedule and human resource required to achieve the task in the desired time frame.

4.3.1.2. Detailed action plan for digitisation of each category of documents.

- (1) The staff in the District Judiciary would be handing over the documents for digitisation in batches. The Service Provider will use the space given for the work of digitisation. All required hardware and/or software and other equipment for the work of scanning shall be arranged by the Service

Provider. **No furniture will be provided by the Courts in the District Judiciary.**

- (2) The Service Provider shall take care of all the files/documents, bound books and registers handed over to them. If the Service Provider is found to have caused damage to the documents due to any act of omission or commission, penalties would be levied on the Service Provider and may result in the termination of the contract as per the contractual terms agreed with the Service Provider. The Service Provider should ensure that the documents / material they obtain from the Court is in a condition suitable for working without damage. If a particular file /document / folder / batch received by the Service Provider is found to be in a very poor / fragile condition, the Service Provider is at liberty to carry out restoration / repair procedures as per approval of the Officer in charge.
- (3) The Service Provider, in consultation with the court officials concerned, shall prepare a detailed work plan with the milestones and timelines for the digitisation process for each category of files /documents; to meet the target. This work plan shall form the basis for monitoring the progress of work on this project.
- (4) The work plan should also take into account the prioritization of the files/ documents to be digitised as decided by the Courts in the District Judiciary.

4.3.1.3. Scanning methodology / image management/ enhancement for each type of file.

- Image Clarity
- Confirm the pages of the image with that of original
- Resolution
- Black band & blemish removal, if any
- Deletion of blank and invalid pages (A blank page in a file is a page that is entirely blank, or has only a seal and without a page number)
- Black marks removal/De-speckling

- De-skewing
- Cropping
- Image orientation
- Indexing, metadata creation etc.
- Initial storage of digitised content
- Catalogue of the documents
- Hyperlinking in the documents

- The Service Provider shall ensure that the quality of scanned images is enhanced to the optimum level.
- The Service Provider shall perform skew, and de-skew activities on the scanned document to make the image straight.
- The Service Provider shall carry out cropping and cleaning of images like removal of black noises around the text, providing equal margins around the text.
- In case the documents are not legible, the Service Provider shall scan the documents at a higher resolution or in Greyscale. No extra payment shall be made for the same.
- The Service Provider shall hyperlink the PDF documents based on the table of contents or to a part of another document.

4.3.1.4. The Service Provider is expected to know and bring in (including, but not limited to):

- (a) All the required hardware/software and supporting equipment (servers, computers, scanners, OCR, ICR, cameras, UPS, etc.) required for work of scanning and digitisation. The Courts in the District Judiciary will only provide the basic infrastructure like space and electricity. No furniture shall be provided by the Courts in the District Judiciary. The Service Provider may take back the said hardware/ furniture and other supporting equipment upon completion of the assignment/task.
- (b) The installation of necessary hardware and software required for the digitisation project shall be the responsibility of the Service Provider.
- (c) Once the contract is awarded, the High Court reserves the right to make the Service Provider replace any equipment/ devices, with a superior one, if the

High Court has reason to believe that such equipment / device shall not be able to deliver the expected quality or volume.

- (d) The Service Provider shall engage required personnel/staff needed to complete the project within the contract period.
- (e) The Service Provider would be responsible for the safe upkeep and shall maintain the highest level of confidentiality and integrity of all physical and electronic records. In case any file in physical or electronic form is found stolen, copied, damaged, corrupted, made use of in any form by anybody deployed by the Service Provider, the Service Provider will face civil / criminal proceedings, and it may lead to immediate termination of the contract at the sole discretion of the High Court, in addition to liability to pay damages and forfeiture of deposit/Performance Bank Guarantee. Acts of employees, associates, representatives, agents etc. of the Service Provider shall be deemed as acts committed by the Service Provider.
- (f) The details of all equipment including servers with the specifications, and the proposed locations for installations related to the digitisation project, shall be furnished by the Service Provider as part of its Technical Proposal.

4.4. Indexing

After documents/images are scanned and stored in digital form, they should be indexed. The Service Provider will establish a procedure for checking the accuracy of indexing.

The following types of metadata shall be entered into the Content Management System/Document Management System by the Service Provider, with provision to add additional fields, if so required.

- (1) All handwritten/typed orders/proceedings etc. in main case and petitions.
- (2) Complete details of Parties, Address with PIN Code, Advocates, Court fee details, subject etc.
- (3) IA details, if missing, to be added
- (4) Counter/Objection details, if missing, to be added
- (5) Exhibit details, if missing, to be added
- (6) Appeal case details, if any.
- (7) Trial Court Records details

Note: The metadata and files uploaded by the Service Provider in Content Management System/Document Management System shall be flagged as “N”. On approval by the court officials, the flag shall be updated as “Y”.

4.5. Customised Software - Content Management System/Document Management System

- (a)** The Service Provider should develop Content Management System / Document Management System specific to the needs of the Court and hand over the complete solution with source code along with necessary documentation and the Intellectual Property Rights including Copyrights, as and when so directed by the High Court.
- (b)** The Software and Methodology adopted by the Service Provider should ensure seamless integration with the workflow followed in DCMS or such other systems specified by the High Court.
- (c)** The Service Provider shall develop the Content Management System/Document Management System specific to the needs of the Court using Open Source Technologies.
- (d)** The modules of Content Management System/Document Management System are required to be capable of multiple access with bulk uploading facility, security features and facility for updating/ version control. In the case of bulk upload API, the split of the case files shall be kept in a folder according to the type and name of the case file portion.(eg: docket, order sheet, plaint petitions etc.) The API shall be able to retrieve the split file in the same order as in the actual file. This can be either XML/json or any other format, specified by the High Court.
- (e)** The Service Provider shall get the Content Management System/Document Management System (including Deployment Architecture, application security, server security and database security) audited by a CERT-IN empanelled agency
- (f)** The Content Management System/Document Management System is required to be platform independent and capable of archiving, managing and retrieving.
- (g)** The Content Management System/Document Management System software should be web based having the following Graphical User Interface:

- Dashboard
 - Number of inward files per day
 - Total No. of files in various stages:
 - Pre-scanning stage

- Scanning stage
- Post scanning stage
- Rejected files
- Approved files
-
- Overall process summary for the particular period (Day / Week / Month)
 - Master Management
 - Reports
- Roles
 - Role Management
 - Role Access Rights

Note: Any additional feature as required by the High Court shall be incorporated in the software.

4.6. Software Security and Access Control Parameters

The software (Content Management System/Document Management System) solution should provide role based access with the following minimum built-in-roles:

- Viewing files
- Viewing Meta data
- Updating of files
- Updating of stored Meta data
- Modifying/Deleting files

Note: All access control, administrative and database log files shall be securely available to the High Court on demand. The software shall facilitate assigning roles for a predefined period and its automatic revocation thereafter; and shall provide complete audit trail/ log of each transaction. Any additional feature as required by the High Court shall be incorporated in the software.

4.7. Software Integration

Content Management System/Document Management System is required to ensure seamless integration with the DCMS or such other system specified by the High Court. It should also provide the facility to integrate files as bulk file upload.

4.8. Intellectual Property Rights Over Software

- 4.8.1.** The Service Provider shall hand over the complete software solution (web application, Content Management System/Document Management System etc.) to the High Court with the source code and intellectual property right including copyrights of the entire software solution. They shall also hand over all the documentation of the software solutions and its source code, as and when so directed by the High Court.
- 4.8.2.** The High Court shall have exclusive rights on the software solutions provided by the Service Provider.
- 4.8.3.** The Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for the use of the goods/equipment supplied / service provided by the Service Provider, the same shall be acquired in the name of the High Court, and the same may be assigned by the High Court to the Service Provider solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits, rights etc. shall endure to the exclusive benefit of the High Court. The Service Provider shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep the High Court indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by the Service Provider or its personnel or personnel of any of its consortium members, during the course of performance of the related services.

4.9. Disaster Recovery & Data Backup

- 4.9.1.** Disaster Recovery Management of scanned/digitised records before it is handed over to the District Judiciary will be the responsibility of the Service Provider.
- 4.9.2.** Facility for proper backup of data being digitised is to be made since the digital data is highly vulnerable.

4.10. Training

It will be the responsibility of the Service Provider to impart adequate training to the Staff of the District Judiciary during the project for:

- (1) Scanning/digitising/storage, etc.
- (2) Integrated retrieval and printing of scanned/digitised records.
- (3) Regular maintenance and system administration of the scanning and Content Management System/Document Management System software.

4.11. Onsite Maintenance and Support

It will be the responsibility of the Service Provider to provide on-site maintenance and support for a period of three years after the successful completion of the project, without any additional cost for which the Service Provider shall deploy a dedicated technical team to support the software and servers.

4.12. Quality Check

- (a) The Service Provider should ensure 100% data accuracy of the records digitised and indexed with the metadata.
- (b) Initial quality checking (Level 1) shall be carried out by the Service Provider.
- (c) Second level quality check (Level 2) will be carried out by the staff members of the court concerned. The files returned as defective shall be cured by the Service Provider immediately.
- (d) In addition, regular inspection will be conducted by the staff members nominated by the Court concerned. There shall be a provision for the said staff members to take a printout of any digitised page, at random, for verification.

4.13. Right to alter Quantities

The quantity mentioned in the scope of work of this RFP is only indicative. The exact number of files required to be digitised may vary based on the actual requirement.

The High Court reserves the right to alter the number of records to be digitised specified in the tender. Any decision of the High Court in this regard shall be final, conclusive and binding on the Service Provider. The High Court reserves the right to place order for additional scanning and digitisation at the agreed price during the contract period with the same terms and conditions.

5. INSTRUCTIONS TO THE BIDDERS

5.1. General Instructions

- (a)** While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications; bidders must form their own conclusions about the requirements of the Scanning and Digitisation project, and it is the sole responsibility of the bidders to verify the relevant information before submitting the bids.
- (b)** All information supplied by the bidders may be treated as contractually binding on them, on award of the assignment by the High Court, based on this tender document.
- (c)** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the High Court. Any notification of preferred bidder status by the High Court shall not give rise to any enforceable rights by the bidder. The High Court reserves the right to cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the High Court.
- (d)** This tender document supersedes and replaces any previous public documentation & communications in this regard.
- (e)** The costs of preparing a proposal, costs involved for the technical presentation and of visits to the Courts etc., are to be borne solely by the bidder.
- (f)** Canvassing in any form will lead to disqualification of the bid.
- (g)** The technical bid shall contain details of hardware/software and personnel (with details of technical qualifications) proposed to be deployed for the project.
- (h)** Over-writing/over-typing or erasing of figures in the documents submitted is not permitted and shall render the bid invalid.
- (i)** The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason. The High Court shall not be liable for any expenses incurred by any bidder for preparation of bids.
- (j)** Each bidder is expected to be fully acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- (k)** The bidders should be well versed with the prevailing Rules & Regulations of the High Court and District Judiciary.

5.2. Compliant Tenders / Completeness of Response

5.2.1. The bidders are advised to study all instructions, forms, requirements, appendices and other information in the tender documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The bidders must:

- (a) Comply with all requirements as set out within this Tender document.
- (b) Submit the forms as specified in this tender document and respond to each element in the order as set out in this Tender.
- (c) Include all supporting documentations specified in this tender document.

Failure to comply with the requirements as above may render the proposal non-compliant and the same may be rejected.

5.2.2. All tender formalities shall strictly adhere to the rules of Stores Purchase Manual issued by the authority of the Government of Kerala & other relevant rules and orders issued by the State/Central Government, and the guidelines/SOP issued by the eCommittee, Supreme Court, and the Central Vigilance Commission from time to time.

5.3. Code of integrity:

(a) No bidder/representative shall act in contravention of the codes which include prohibition of:

- (1) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the tender process or to otherwise influence the tender process;
- (2) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
- (3) any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the tender process;
- (4) improper use, with an intent to gain unfair advantage in the procurement process or for personal gain, of information provided by the High Court.
- (5) any financial or business transactions between the bidder and any official of the High Court related to tender or execution process of contract.

- (6) any coercion or threat to impair/harm, directly or indirectly, any party or its property to influence the tender process.
- (7) obstruction of any investigation or auditing of the tender process.
- (8) making false declaration or providing false information for participation in the tender process or to secure the contract;

(b) Disclosure of conflict of interest.

The bidder shall disclose any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country or of being debarred by any other entity. The bidder shall disclose to the High Court in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services as soon as practical after it becomes aware of that conflict. Failure to do so may lead to disqualification of the Bidder or termination of the contract. In the event of a conflict of interest, the Bidder shall seek permission from the High Court well before the bid opening date.

In case of any reported violations of the provisions of sub-clause (a) or (b) , the High Court shall take appropriate action after giving the said bidder a reasonable opportunity for hearing.

5.4. Pre-Bid Meeting & Clarifications

5.4.1. Bidders' Queries

- (a) The High Court shall hold a pre-bid meeting with the prospective bidders.
- (b) The bidders will have to ensure that their queries for Pre-Bid meeting reach the High Court only by email at **ecc(dot)kerala@nic(dot)in** .
- (c) The queries should be submitted in the following format:

Sl No	Tender Document reference (s) (Section & page number)	Content of Tender Document requiring clarification(s)	Points of clarification
1			
2			

- (d) Any requests for clarifications post the indicated date and time shall not be entertained by the High Court.

5.4.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- (a) The Officer notified by the High Court will endeavor to provide a timely response to all queries. However, the High Court makes no representation or guarantee as to the completeness or accuracy of any response made in good faith, nor does the High Court undertake to answer all the queries that have been posed by the bidders.
- (b) At any time prior to the last date for receipt of bids, the High Court may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- (c) The corrigendum (if any) will be published in the tender platform.
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (e) In order to provide prospective bidders a reasonable time for taking the corrigendum into account, the High Court may, at its discretion, extend the last date for the receipt of proposals.

5.5. Key Requirements of the Bid

5.5.1. Earnest Money Deposit (EMD)

- (a) The bidders shall submit, along with their bids, EMD of ₹1,66,32,000/- (Rupees One Crore Sixty Six Lakh Thirty Two Thousand Only).
- (b) The EMD shall be accepted in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or a Bank Guarantee in acceptable form from any of the commercial Banks, safeguarding the purchaser's interest in all respects. A model format of Bank Guarantee for obtaining EMD is provided in Form G-4.
- (c) The EMD should remain valid for a period of 45 days beyond the final tender validity period.
- (d) EMD of all unsuccessful bidders would be refunded within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in the Tender document.
- (e) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

(f) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

(g) The Earnest Money Deposit will be returned as per procedure of e Tendering.

5.5.1.1. The EMD may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity.

(b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

5.6. Submission of Proposals

Bidders should submit their responses as per the procedure specified in the GeM portal being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in the RFP, such as:

1. EMD
2. Pre-qualification responses
3. Technical Proposal
4. Financial proposal
5. Additional certifications/documents, Power of Attorney, CA certificates on turnover etc.

5.6.1. The bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender /bid may be rejected if any or all of the information asked for in this document are not furnished.

5.6.2. The bids and all correspondence and documents relating to the bids, shall be written in English.

5.6.3. Price should **not** be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.

5.6.4. Uniformity: - To ensure uniformity and to facilitate comparison of proposals, all proposals must be paginated and information submitted must clearly refer to the page number, section, or other identifying reference in this tender document. All information submitted must appear in the same sequence as in this tender document.

5.6.5. Bid Scope: - The bid shall cover the entire project and bidders cannot bid for a specific portion of the project.

- 5.6.6. Only One Proposal:** - A bidder shall submit only one proposal. A bidder shall not submit more than one technical solution. If a bidder (including a partner in a Joint Venture) submits more than one proposal or technical solution, such bids shall be disqualified.
- 5.6.7. Proposal:** - The proposals submitted in response to the tender becomes the property of the High Court and may be appended to any formal document, which may further define or expand the contractual relationship between the High Court and the bidder.
- 5.6.8.** The bidders shall upload the Technical Proposal, Financial Proposal and other details as specified in the Data Sheet as mentioned in the tender document in the GeM portal. The bidder shall upload two sets, one containing the Technical Proposal with all Forms given in this tender except Financial Proposal (Form F-1) and the second containing only the Financial Proposal (Form F-1).
- 5.6.9.** Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the proposal.
- 5.6.10.** All activities and items described in the Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- 5.6.11.** All uploaded documents shall be verified with the originals if required, during scrutiny.

5.7. Authentication of Bids

The proposals should be accompanied by an appropriate Board Resolution or Power of Attorney in the name of the person signing the bid, stating that he is authorized to execute documents and to undertake any activity associated with the bidder's proposal.

A copy of the same should be uploaded under the relevant section /folder in the GeM portal. Furthermore, the bid must be submitted online after being digitally signed by the person so authorized by the bidding entity.

5.8. Preparation and Submission of Proposal

5.8.1. Proposal Preparation Costs: The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by High Court to facilitate the evaluation process, and in

negotiating a definitive contract or all such activities related to the bid process. The High Court will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.8.2. Language: The tender should be filled by the bidder in English only. If any supporting documents submitted are in any language other than English, a duly attested translation of the same in English is to be submitted by the bidder. For purposes of interpretation of the tender, the English translation shall prevail.

5.8.3. Pre-qualification Criteria

Sl. No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ol style="list-style-type: none"> Should be a Company registered under Companies Act, 1956 or a partnership firm registered under Limited Liability Partnership (LLP) Act, 2008. Should have valid G.S.T. & Income Tax registration. Should have been operating for the last three years prior to the date of submission of eTender. 	<p>a) In case of Company:</p> <ul style="list-style-type: none"> • Certificate of Incorporation / • Company Registration Certificate. • Memorandum and Articles of Association. • Valid GST Registration Certificate. • Valid Income Tax Registration Certificate/ PAN • Solvency Certificate from the banker(s) showing the solvency of the minimum of the contract value of the project.

			<p>b)In case of Partnership</p> <ul style="list-style-type: none"> • Details of Partners and copy of Partnership Deed with the Certificate of Registration of the firm. • Memorandum of Understanding in stamp paper signed by all the partners authorizing one of the partners to bid for the project. • Valid GST Registration Certificate. • Details of the existing Partners. • Copy of PAN of all the partners and the firm. • Solvency Certificate from the banker(s) showing the solvency of at least Rupees 90 crore.
2.	Financial strength	The bidder should have a minimum of ₹ 90 Crores as an average annual turnover during the last three financial years from IT/ITES business (2021-2022), (2022-23) & (2023-24).	Extracts from the audited Balance sheet and Profit & Loss Account OR Certificate from the Statutory Auditor.
3.	Experience of similar assignment	<ol style="list-style-type: none"> 1. The bidder must have successfully completed or has undertaken, and ongoing at least one project of data digitisation of Court Records in any of the High Courts/courts in the District Judiciary, in the past 3 years. 2. The bidder should have carried out digitisation of a minimum of 5 crore pages in any of the High Courts/courts in the District 	<p>Completion Certificates from the client</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client.</p>

		Judiciary/Central/State Government agencies/departments/undertakings, in the last 3 years.	
4.	Basic Certifications	ISO 9001 / 27001 The certifications should be valid on the date of bid submission	Copy of certificate
5	Debarment	The bidder shall not be in the active debarred list of any Central/State Government agencies/High Courts / departments /undertakings etc.	A Self Certified letter that the bidder (or any of its predecessors) is not in the active debarred list of any Central/State Government agencies/ High Courts/ departments/ undertakings etc.

5.8.4. Venue & Deadline for Submission of proposals :

The response to RFPs must be submitted on the GeM portal by the date and time specified for the RFP.

5.8.5. Late Bids:

Bids submitted after the due date and the specified time (including the extended period, if any) will not be accepted and will automatically be rejected. The High Court shall not be responsible for any delay in the online submission of the proposal.

5.8.6. Tender Opening

The proposals submitted by the bidders will be opened by the High Court of Kerala at the time and date mentioned in the GeM portal, in the manner prescribed in the tender.

5.8.7. Tender Validity

5.8.7.1. Proposals shall remain valid for 180 days commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the High Court.

5.8.7.2. A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the High Court.

5.8.7.3. In exceptional circumstances, prior to the expiration of the proposal validity period, the High Court may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing.

5.8.7.4. During the Proposal validity period, the Bidder shall not vary the Proposal.

5.8.7.5. The High Court will not consider any Proposal that is submitted offline or any other mode than GeM portal.

5.8.7.6. The bidders are expected to comply with the true intent of this tender taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. If there appears to be any error, omission, or discrepancy in the specifications or instructions, the same shall immediately be brought to the notice of the High Court, in writing, and the High Court shall issue written instructions to be followed.

5.8.7.7. Any attempt by a bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may result in rejection of its Proposal.

5.8.8. Right to Terminate the Process

The High Court of Kerala reserves the right to terminate the tender process at any time and without assigning any reason. The High Court makes no commitments, express or implied, that the tender process will result in a business transaction with anyone. This tender document does not constitute an offer by the High Court of Kerala.

6. TENDER EVALUATION

6.1. Prequalification

6.1.1. Initial Proposal scrutiny will be held to confirm that proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a proposal is found to have been:

- (a) Submitted in a manner not conforming with the manner specified in the RFP document.
- (b) Submitted without appropriate EMD as prescribed herein.
- (c) Submitted without the documents required as per the checklist.
- (d) Non-compliant with any of the clauses stipulated in the RFP.
- (e) Having less than the prescribed validity period.
- (f) Containing incomplete information.

6.1.2. Only those bidders who meet the pre-qualifications / eligibility requirements (**clause 5.8.3**) as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations.

6.1.3. All responsive Bids will be considered for further processing as detailed below.

The High Court of Kerala will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

6.2. Technical Evaluation

(a) The technical evaluation of the proposals will be done by the Departmental Technical Committee or any other committee constituted by the High Court.

(b) The Committee will evaluate the proposals in response to the RFP including all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

(c) The decision of the Committee in this regard shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

(d) The Committee may ask for meetings/presentations with the bidders to evaluate their suitability for execution of the task.

(e) The Committee reserves the right to reject any or all proposals in case of any deviations from tender criteria.

(f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

(g) The High Court may waive any non-conformity or omission in a proposal that does not constitute a material deviation.

6.2.1. Method of Technical Evaluation

Sl No	Criteria	Basis for valuation	Max Score	Supporting Documents
I	COMPANY PROFILE & RELEVANT STRENGTH		65	

1	Experience in Digitisation (Supreme Court/High Courts/any courts in India/Central/State Government agencies /departments/undertakings.) <i>(Delay in completion of the project shall not be deemed as experience)</i>	Between 1 and 3 years: 2 Score Between 3 and 5 years: 3 Score 5 years and above: 5 Score	5	<u>For Completed Projects</u> Copy of Completion Certificates from the client; OR
2	Experience in similar assignment			Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); <u>For ongoing Projects</u> Work Order + Phase Completion Certificate from the client
a	The bidder must have successfully completed or has undertaken, and ongoing at least one project of data digitisation of Court Records in any of the High Courts/courts in the District Judiciary, in the past 3 years.	1-2 projects– 5 Marks 3 - 5 projects– 10 Marks 6 & above projects– 15 Marks	15	
b	The bidder has successfully completed or has undertaken, and ongoing at least one project of data digitisation of Court Records in any of the courts in the District Judiciary, in the past 3 years.	5 Marks	5	
c	The bidder has successfully integrated the digitisation software with Case Information System/Case Management System in any of the High Courts or courts in the District Judiciary.	5 Marks	5	
d	The bidder should have carried out digitisation of a minimum of 5 crore pages in any of the High Courts/courts in the District	5 crore to 10 crore pages - 3 Marks 10 crore to 15 crore	10	Necessary certificates from the High Court

	Judiciary/Central/State Government Agencies/departments/undertakings , in the past 3 years.	pages - 5 Marks Above 15 crore pages - 10 Marks		concerned.
e	Experience in establishing mobile digitisation centres in any of the High Courts/courts in the District Judiciary/Central/State Government Agencies/departments/undertakings , in the past 5 years.	No. of pages digitised through mobile digitisation centres: Below 1 lakh - 2 Marks 1 lakh - 2 lakh - 3 Marks 2 lakh - 5 lakh - 5 Marks Above 5 lakh - 10 Marks	10	1. Certificate from the client to that effect, specifying the locations and no. of pages digitised. 2. A report detailing the mobile digitisation process.
3	Certifications (Subject to a maximum of 5)	CMMI Level for the organization (1 point for each level) (0-5) ISO Certification / Six Sigma Certification (0-3)	5	Copy of certificate
4	Work Plan	Plan Proposal	10	Work Plan and Manpower Commitment including experience and expertise in court records, project management and digitisation projects.
II	APPROACH & METHODOLOGY		35	
5	Solution Proposed - Demonstration of understanding of the Department's requirements	Qualitative assessment based on demonstration of understanding of the High Court's requirements by assessing the extent to which the bidder's approach and work plan responds	15	Proposal & presentation.

		<p>exhaustively to the objectives indicated in the RFP / Terms of Reference, by analyzing the following factors:</p> <ul style="list-style-type: none"> • End to end solution proposed and its components, • Deployment architecture, • Technologies used, • Security/ Performance/ Scalability considerations • Learning on Issues • Challenges likely to be encountered • Mitigation proposed • Client references 		
		Methodology and workflow for digitisation through mobile digitisation units.	5	Proposal & presentation.
6	Software Features Proposed	Software Development Methodology using the accepted standards; evaluation would be based on the rationale and clarity.	10	Demonstration of software.
7	Project work breakdown structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones.	5	Proposal and Demonstration .

- **Note 1** - The documents produced in support of claims in sl. no. 1 & 2 above, shall specify the no. of pages digitised. If the supporting documents do not specify the no. of pages, such documents will not be considered for awarding scores w.r.t. sl. no. 1 & 2.
- **Note 2** - All the pre-qualification and technical specifications conditions are to be fulfilled by the bidders.
- **Note 3** - Bidder should obtain a minimum 60 marks for selection in the process of opening of the financial bid.
- **Note 4** - The decision of the High Court will be final.

6.3. Financial Bid Evaluation

(a) The Financial Bid of the technically qualified bidders will be opened on a prescribed date.

(b) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

(c) Unit rate per page quoted in BOQ shall cover all the costs that may be incurred by the Service Provider for performing responsibilities (Scanning, Digitising, Storage, Retrieval Mechanism, Software, Training for the staff etc.) as required in the Tender document.

(d) The price quoted shall be inclusive of all taxes.

(e) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders who are not disqualified on the basis of clause 'b' above). Financial Scores for those other than the L1 Bidder will be evaluated accordingly.

(f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

6.4. Combined and Final Evaluation

The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively, to compute a Composite Bid Score. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of the Project.

The overall score will be calculated as follows:

$$\mathbf{Bn = 0.70 * Tn + 0.30 * Fn}$$

where:

Bn = Overall Score of the Bidder

Tn = Technical Score of the Bidder (out of maximum of 100)

Fn = Financial Score of the Bidder (out of maximum 100)

In the event the Composite Bid Scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for the award of the Project.

7. APPOINTMENT OF SERVICE PROVIDER

7.1. Award of Contract

7.1.1. The High Court reserves the right to award the Contract to the successful bidder whose proposal has been determined to be the most responsive bid as per the process outlined above.

7.1.2. The High Court reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the High Court or its appointed representative on the date asked for at no cost.

7.1.3. The High Court will notify the Successful Bidder of its intention to award the work through “Letter of Award/Work Order” mentioning the contract value. The timeline for delivery of products and services will start from the date of issue of Letter of Award/Work Order.

7.1.4. The High Court will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.

7.2. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The High Court reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without incurring any liability. The High Court will not have any obligation to inform the affected bidder or bidders of the grounds for its action.

7.3. Notification of Award

Prior to the expiration of the validity period, the High Court will notify the successful bidder in writing or by email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, the High Court may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the EMD will be returned.

7.4. Contract Finalization and Award

The High Court reserves the right to negotiate with the bidder(s) whose proposal has been ranked best value bid based on Technical and Financial Evaluation to the proposed Project, as per the guidance provided by CVC.

7.5. Performance Guarantee

The High Court will require the selected bidder to provide a Performance Guarantee, within 21 days from the notification of award, for a value equivalent to 5% of the total value of contract. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty and support. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when required. In case the selected bidder fails to submit Performance Guarantee within the time stipulated, the High Court of Kerala at its discretion may cancel the order placed on the selected bidder without giving any notice. The High Court shall invoke the Performance Guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or the High Court incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Guarantee shall be in favour of the Registrar (Computerisation)-cum-Director(IT), High Court of Kerala. The bank guarantee shall provide for payment upon first demand, without demur or protest. The High Court will discharge the Performance Guarantee after completion of the Service Provider's performance obligations, including any warranty/support obligations, under the contract.

The Performance Guarantee should be in the form of unconditional bank guarantee issued by a Bank.

7.6. Signing of Contract

- 7.6.1.** Promptly after notification, the High Court shall send the Contract and the Special Conditions of Contract to the successful bidder.
- 7.6.2.** Pursuant to negotiations, the authorised signatory of the successful bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the High Court within 15 days from the receipt of Letter of Award/Work Order.
- 7.6.3.** Mobilisation / Start Date / Commencement Date: - The Service Provider is expected to commence the Services on the date and at the locations as specified by the High Court.

7.7. Failure to agree with the Terms and Conditions of the RFP

The failure of the Service Provider to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event, the High Court may award the contract to the next best value bidder or call for new proposals from other interested bidders. In such circumstances, the EMD or Performance Guarantee will be forfeited.

8. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the High Court shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the EMD or Performance Security, as the case may be, shall stand forfeited, without prejudice to any other rights or remedies of the High Court. Such Bidder shall not be eligible to participate in any tender or RFP issued by the High Court for a period of two years.

9. TERMS AND CONDITIONS APPLICABLE POST AWARD OF CONTRACT

9.1. Termination Clause

9.1.1. Termination on expiry of the Contract:

The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the High Court exercises its option to extend the Contract in accordance with the provisions of the Contract.

9.1.2. Right to Terminate the Process

The High Court reserves the right to cancel the contract placed on the Service Provider and recover expenditure incurred by High Court under the following circumstances:

- (a) The Service Provider commits a breach of any of the terms and conditions of the bid.
- (b) The Service Provider goes into liquidation, voluntarily or otherwise.
- (c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- (d) If the Service Provider fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The High Court reserves its right to cancel the order in the event of delay and the Performance Guarantee shall be forfeited as liquidated damages for the delay.
- (e) If deductions of account of penalties & liquidated damages exceed more than 10% of the total contract price.
- (f) If the Service Provider does not perform satisfactorily or delays execution of the contract, the High Court reserves the right to get the balance contract executed in part or in full by any other bidders in the tender who qualified the technical bid, by giving one-months' notice for the same, at a rate equivalent to the L1 or any such rate deemed fit by the High Court. In this event, the original Service Provider is bound to make good the additional expenditure, which the High Court may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason.
- (g) If the Service Provider assigns or sublets the contract or any part of it without written permission from the High Court.
- (h) If the Service Provider is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, statutory regulations, safe keep of all physical and electronic files, conduct / discipline, etc., while executing the job.
- (i) Any deviations from stated conditions and contractual clauses.

- (j) If the Service Provider fails to make written disclosure as per the Disclosure Clauses of this tender, either at the time of submitting the proposal or after the contract has been signed with the Service Provider.
- (k) If the Service Provider damages a file due to mishandling /negligence /poor upkeep, etc., penalties would be levied on the Service Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the High Court.
- (l) If the Service Provider, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt.
- (m) Any other reason deemed fit by the High Court.

9.2. Consequences of Termination

- (a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the High Court shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimise loss resulting from that termination/breach, and further allow the next best value bidder to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of the Contract.
- (b) Nothing herein shall restrict the right of the High Court to invoke the Performance Bank Guarantee and other guarantees and pursue such other rights and/or remedies that may be available for the High Court.
- (c) The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

9.3. Liquidated Damages

The High Court reserves its right to recover liquidated damages as and when applicable, as per the provisions in the Store Purchase Manual.

9.4. Acceptance Tests

The Service Provider shall conduct acceptance tests at specified sites, in presence of the officials authorised by the High Court. The test will involve a quality check of the data

entry. All industry standard development and testing processes shall be complied with by the Service Provider. Technical and functional requirements as per this RFP shall be tested in presence of officer(s) authorised by the High Court. The errors pointed out during the test shall be corrected by the Service Provider, and no additional charges shall be paid for the same.

9.5. Audit by Third Party

The High Court at its discretion may appoint a third party for auditing the Scanning and Digitisation process and operations of entire services provided by the Service Provider.

9.6. Penalty

The following penalties would apply in case of data inaccuracies:

- (a) Data accuracy less than 98% but greater than or equal to 95% - Penalty of 10% of milestone payment amount
- (b) Data accuracy less than 95% but greater than or equal to 90% - Penalty of 25% of milestone payment amount
- (c) Data accuracy less than 90% will be considered a breach of contract.

Data Accuracy would be determined by the data quality check by the High Court or its deputed agency/staff. The data accuracy metric would be determined by 100% sample of data digitised by the Service Provider and submitted for Quality Check.

9.7. Dispute Resolution Mechanism

- (a) The Service Provider and the High Court shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- (b) The party raising a dispute shall address the other party through a notice requesting an amicable settlement of the dispute within seven days of receipt of the notice. The matter will be referred for negotiation between the Registrar (Computerisation)-cum-Director(IT), High Court of Kerala, or any officer authorized by him and the authorized official of the Service Provider.
- (c) In case any dispute between the parties is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration conducted

in accordance with the provisions of Arbitration and Conciliation Act, 1996, and such dispute may be referred to a sole arbitrator appointed by the High Court within 15 (fifteen) days from the date from when there is no resolution by mutual discussion and the seat of arbitration shall be at Ernakulam, Kerala.

(d) The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

(e) The arbitrator shall hold their sittings at Ernakulam. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Ernakulam alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties unless the award otherwise provides. The Service Provider shall not be entitled to suspend the service/s pending resolution of any dispute between the parties, and shall continue to render the services in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

9.8. Notice

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed or transmitted by prepaid registered post.

9.9. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the Service Provider or the High Court as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the contract, such as:

(1) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

(2) Acts of any Government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

(3) Terrorist attacks, public unrest in work areas etc.

The Service Provider or the High Court shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/or defined above. In such cases, either party shall within 10 days from occurrence of such a cause, notify the other in writing, of such causes. Pursuant to such an event, the Service Provider shall be obliged to resume services at the earliest as per the directions of the High Court. Any delay from the Service Provider shall lead to termination of contract and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity and confidentiality shall survive termination of the contract.

9.10. Cancellation of Contract

The High Court reserves the right to cancel the contract with the Service Provider due to any Administrative or Technical reasons by issuing a 30 days' notice.

10. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Regular checking of the Content Management System/Document Management System will be conducted by the representative nominated by the High Court/District Judiciary. The Service Provider shall rectify all deficiencies immediately, if found, in the quality check, at no cost to the High Court.

<u>Specifications</u>	
File Format (Print File) * / view	PDF/A-2b or its latest version file and XML output
Scanning- Optical Resolution	240 to 300 DPI, Artefact dependents
Colour / Bit Depth	12/ 24 Bit Colour
Feeding (Scanning) Method (*)	Manual / Flatbed/ sheet fed/ Book / ADF Scanners or as directed.
OCR	Yes
Indexing	All documents
No. of Fields to be Indexed	As required

Threshold	Yes
Deskewing	Yes
Despeckling	Yes
Cropping	Yes
Pagination Required	Yes
Image Size	Same as the Original document
Image Enhancement Process (Scanning and Stabilization Intervention)	Yes
File Name	Original File Name
Watermarking	Yes
Automatic image processing tools and methods for perfect image and batch conversion	Yes
Catalogue of the documents	Yes
Hyper linking of the Documents	Yes
Creating portfolio of the documents.	Yes
Nested Searches	Yes
Complex and Multiple criteria based Boolean Searches	Yes

(*) The Quality / Conditions / Age / Nature of the files would determine whether to use flatbed / book / Sheet fed / Overhead/ADF scanners etc. Given the condition of the files, in some cases book / overhead scanners / plotter may be required viz. Maps, plans and similar documents. Whenever there are sensitive, delicate or documents of historical importance where there is likelihood of damage, the Service Provider shall use his discretion to consult the authorised officer of the District Judiciary. All images should be a true colour representation of the original records. Generated PDF file should have provision for security features for the required output PDF.

All digitised files are to be stored by way of images in Portable Document Format PDF/ A with adequate resolutions with free text search facility, ensuring readability and ease in retrieval including cleaning and spot reduction. The images stored in the database should be properly indexed as per the requirements of the High Court and should be capable of adding more images, at a later stage, if required. The data so stored shall be in a non-editable form.

10.1. The PDFs should comply with the following specifications: [PDF / A-2b format (ISO 19005-1:2005)]

(1)

- (2) The compressed PDF files created for viewing should also be 50-80% compressed as compared to standard CCITT G4 / JPEG compression (in TIFF / JPEG / PDF file format) for Mono / Colour / Grey scale images retaining easy search ability, good view and print quality.
- (3) Should be linearized PDF as defined by PDF reference manual (ISO 32000-1:2008) to ensure faster web viewing.
- (4) The PDF should be reflowable such that the text readjusts itself based on the size of the screen.
- (5) Searchable PDF should be created in one single step by processing the input image file thus ensuring that no intermediate manipulation of content is possible.
- (6) Should be enabled for interactive use (applying digital signature in batch mode). In addition, it should be possible to digitally sign these PDF files using free Adobe Reader.
- (7) Both the PDFs, Lossless PDF / A-2b for archival and compressed PDFs for viewing, should be generated in a single step i.e. there should not be multiple / modules / processes for generating different types of required PDF outputs. Software should be capable enough of generating multiple types of PDF Files by selecting single source images once.
- (8) The metadata inserted inside the PDF should conform to the XMP specification for storing rich metadata. This will enable any content management system that supports XMP to import this metadata as indexes.
- (9) The Service Provider shall provide digital signature solution using open source digital signature (environment and necessary tools) verifiable on free Adobe reader. The output needs to be compatible for digital signature with the help of any open source software solution without the requirement of any commercial / proprietary solution for either making signature or verification or viewing the digitised document. The PDF should be digitally signable complying with PKCS#7 and higher standards.
- (10) Requirements and specifications of Content Management System/Document Management System implementation will be finalised by the High Court.
- (11) There should be provision for applying the following security features to PDFs in a single step while creating the PDF files:

- Password protection.

- Certificate protection.
- FIPS- 140 compliant AES-256 encryption.
- Digital signature and secure Time-stamping.
- Optionally Printable.

(12) Policy protected - it should be possible to apply persistent and dynamic policies that help maintain confidentiality and controlled use of PDFs.

(13) The High Court should be able to change usage rights for PDF, even after the file is distributed to users outside the Content Management System/Document Management System.

(14) The High Court should be able to create a short-term offline access to PDF by adding an expiration date after which the document can no longer be opened even when it is outside the Content Management System/Document Management System.

(15) It should be possible to apply dynamic watermarks on these PDFs based on the policy used to create the PDF.

(16) The viewing of the PDFs on Internet and Intranet should be secure.

(17) PDF documents when opened in any browser should be viewed with download / save disabled.

(18) These PDF files should be easily searchable on metadata using standard search utility.

(19) The database created by the Service Provider shall be retrievable in Portable Document Format by the user. Necessary training for the retrieval of the database, Scanning/digitising, storing and organising is to be imparted to the staff of the District Judiciary.

11. Payment Terms and Procedure

11.1. Paying Authority

The payments as per the Payment Schedule covered herein shall be paid by the High Court. The bills would be payable on receipt of advice/confirmation of satisfactory digitisation report from the authorised officer.

11.2. Payment Terms:

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

(1) Digitisation of files/documents - Transaction Based Costs

Monthly invoices should be raised by the Service Provider upon completion of monthly job / work.

(2) Payment Schedule

Payment shall be made on quarterly/monthly basis, as decided by the High Court, after verification of all log reports and the number of pages/ data digitised. The High Court may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the High Court.

12. GENERAL CONDITIONS OF CONTRACT (GCC)

12.1. Specifications

The Project to be executed under this contract shall conform to the Technical Specifications given in this tender.

12.2. Prices

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. However, increase or decrease of taxes / levies during the period of contract will pass over to the High Court.

12.3. Time Schedule for Completion of the Contract

12.3.1. The Service Provider shall complete the entire work assigned within an estimated period of 2 years from the date of agreement. The contract period may be extended at the discretion of the High Court.

12.3.2. Any delay by the Service Provider in the delivery of Products/ equipment and/or the services will make the Service Provider liable to any or all of the following:

- (1)** Forfeiture of the amount secured by the Performance Bank Guarantee.
- (2)** Imposition of Liquidated Damages.
- (3)** Termination of the contract for default.
- (4)** Blacklisting of the Service Provider.

12.3.3. In the event the Service Provider experiences delays caused by a third party, the Service Provider shall intimate the High Court in writing of the likelihood of delay,

supported by evidence, and shall make alternate arrangements. The High Court on receipt of such intimation shall analyse the facts and may in its sole discretion, extend the contract period as deemed reasonable.

12.4. Limitation of Liability

Notwithstanding anything stated in this Agreement, the High Court of Kerala shall not be held responsible and liable for any indirect, remote or consequential loss or damage caused by the Service Provider and to any kind of resources of the Service Provider.

12.5. Confidentiality

12.5.1. The Service Provider shall not disclose to any third party or use any confidential information of the High Court or District Judiciary, except as expressly permitted. The Service Provider shall take all measures to maintain the confidentiality of all such information in its possession or control. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure of information:

- (1) that is in or enters the public domain other than by reason of a breach by the Service Provider
- (2) that was in the possession of the person prior to its disclosure to such person, or
- (3) required by law, regulation, legal process, or order of any court or statutory body having jurisdiction.

12.5.2. For the purpose of this RFP, confidential information shall mean to include; contents of the files supplied for digitisation, Court related information, third party information, intellectual property rights, proprietary techniques, material and any and all information relating to the parties, including without limitation, financial projections, costs and prices, details of suppliers, employees and consultants (past, present or prospective), technologies, technical strategies, pricing and other strategies as well as any such information not generally known to third parties or received from others, whether such information has been expressly designated as confidential or otherwise, to which the Service Provider has or gains access to at any time during the term of this project or which is available to the Service Provider directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form.

12.5.3. At all times during the performance of the Services, the Service Provider shall abide by all applicable security rules, policies, standards, guidelines and procedures of the High Court of Kerala. The Service Provider should note that before any of its employees or assignees is given access to the confidential information, each such employee or assignee shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures.

12.6. Intellectual Property Rights

All software and programs created or adapted for use in the digitisation project and all right, title or interest in the designs, copyrights, layouts, signs, technical device rights, database rights or expressions used shall be deemed to have been commissioned on behalf of the High Court of Kerala and shall vest in the High Court of Kerala upon creation. Nothing contained herein shall be construed as conferring on the Service Provider any right, title or interest in the designs, copyrights, signs, or expressions used in the course of examining the contract and otherwise in connection with the files and any and all software and technologies developed by the Service Provider or commissioned by the Service Provider as 'work for hire'. All software licences that the Service Provider may need to procure shall be acquired in the name of the High Court of Kerala. The Service Provider shall as and when required execute such documents/ deeds/ agreements as may be deemed fit by the High Court to give effect to the provisions of this clause.

13. Quality Checking by High Court:

- 13.1.** The High Court will conduct all quality checks to confirm that the data digitised satisfies the specification requirements.
- 13.2.** The Service Provider should ensure 100% data accuracy of the records digitised and indexed with the metadata.
- 13.3.** Regular checking will be conducted by the representative nominated by the High Court/District Judiciary.
- 13.4.** The Service Provider shall rectify all deficiencies immediately, if found, in the quality check, at no cost to the High Court.
- 13.5.** Any components or modules failing during the acceptance tests shall be corrected free of cost by the Service Provider. This shall also not entitle the Service Provider to any extension of completion time.

- 13.6.** Data verified will be digitally signed in acceptance by the authorised Court official for uploading to the State Data Centre/ National Data Centre and High Court server.
- 13.7.** The High Court reserves the right to ask for modifications / additions to the Site Acceptance Test Procedure at any point of time.
- 13.8.** The Service Provider shall carry out the Site Acceptance Tests at its own cost in the presence and supervision of an officer designated by the High Court/District Judiciary at the site.
- 13.9.** The officer nominated by the High Court/District Judiciary as testing authority shall supervise the tests at each site, to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 13.10.** The cost of all tests and / or analysis shall be fully borne by the Service Provider.
- 13.11.** The completed installation at all stages shall be subjected to checks and tests as decided by the High Court. The Service Provider shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out.

14. Consignee and Security of Equipment:

Security of all equipment in the centres where the digitisation work is in progress shall be the responsibility of the Service Provider. In the event of any loss, the Service Provider shall be responsible for the same.

15. Service Level Requirements (SLA)

- 15.1.** Service Hours and Preventive Maintenance: - The service hours for all the digitisation work would normally be the office hours on all working days of the Courts concerned.
- 15.2.** The ongoing care and maintenance of all the systems installed and other related work shall be carried out on quarterly basis and the Service Provider shall submit the report in this respect to the High Court.

16. Scheduled Downtime

- (a)** The downtime shall be scheduled for the web application/Content Management System/Document Management System on holidays only. It will be expressed in hours.
- (b)** The maximum scheduled downtime would be one day in every calendar month.
- (c)** The maintenance of the application would be carried out with advance notice in writing of a minimum of 24 hours and acceptance of the same by the High Court and the Courts concerned.

17. MEAN TIME TO RESOLVE (MTTR)

MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues. The various Service Level Requirements and related penalties for default are given below: -

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault /per occasion
Mean time to resolve (MTTR)	(i) Within 24 Hours from the call logging time for all High Severity Events.	Calculation of fault duration per instance based on – complaint reported / logged.	(i) For High Severity Events ₹ 1,000/-.
	(i) Within 48 hours from the time of attending the problem for all Low Severity Events		(ii) For Low Severity Events, ₹500/-. Delay will be counted in steps of one hour.

Note: The severity level of the events will be as decided by the High Court/Court concerned logged over a defined period of time.

17.1. The Service Provider needs to maintain the Service Levels as follows:

- (a) 99% of the time for the MTTR of High Severity Events.
- (b) 95% of the time for the MTTR of Low Severity Events.

17.2. The Service Provider has to maintain adequate SLA (Service Level Agreement) parameters as mentioned by the High Court. Any cost involved to meet the service level requirements specified above is to be borne by the Service Provider.

18. SUBMISSION OF FORMS

All the Forms / Formats given in the Tender document MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit all the Forms or submitting any incomplete form will lead to automatic disqualification of the tender/bid.

For deviations from proposed clauses, separate letters highlighting the rationale for proposing such deviations shall be attached, along with each form.

18.1. General Forms

Sl.No.	Item	Form No.
1	Covering Letter	Form G-1
2	Certificate as to Corporate Principal	Form G-2
3	Agreement (Preliminary) on stamp paper valued ₹ 200/- (Rupees Two Hundred only)	Form G-3
4	Bank Guarantee Format For Furnishing EMD	Form G-4

18.2. Technical Proposal Forms

Sr. No	Item	Form No.
1	Compliance Sheet for Pre-Qualification Proposal	Form PQ-1
2	Particulars of Bidder	Form PB-1
3	Bidder's Annual Turnover	Form PB-2
4	Experience of similar works in other High Courts	Form T-1
5	Credentials for Digitisation	Form T-2
6	Functionality of software to be used for the digitisation of the Court records.	Form T-3
7	Project Approach, Methodology and Innovativeness	Form T-4 (Write up/Note) & copy of presentation.
8	Equipment Proposed to be installed at the Court	Form T-5

	concerned.	
9	Work plan and Project Management strategy	Form T-6
10	Details of expert team and summary of CV information	Form T-7
11	Deviation Statement Format.	Form T-8
12	Undertaking	Form T-9
13	Technical specifications – Content Management System/Document Management System/Web Application	Form T10

18.3. Financial Proposal Forms

Sr. No	Item	Submission List
1	Summary of Costs (costs should include all of taxes & duties)	BOQ

19. Annexures

Sr. No	Item	Submission List
1	List of court complexes where floor space and electricity will be provided	Annexure I
2.	List of court complexes where floor space and electricity will not be provided	Annexure II
3	Basic specifications of web application	Annexure III

FORM G - 1
COVERING LETTER

To,
The Registrar(Computerisation)-cum-Director(IT),
High Court of Kerala, Ernakulam – 682 031.

Respected Sir,

We, the undersigned, offer to provide the services for the Project for Digitisation of the records of the courts in the District Judiciary, in accordance with your tender document dated_____. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal as per e-Tendering process.

1. We are submitting our proposal in association with/as a Joint Venture: **[Insert a list with full name and address of each joint venture partner]**
2. Attached is the following documentation: **[Letter(s) of association of Joint Venture Agreement]**

(a) We hereby declare that we have fully read, understood and accepted the entire scope of work and all terms and conditions of this tender document.

(b) We hereby declare that all the information provided and statements made in this proposal are true and accept that any incorrect or misleading information contained in it would lead to our disqualification.

(c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials, on approval of the High Court.

(d) We undertake, if our proposal is accepted, to initiate the digitisation services related to the assignment not later than the date specified in the Work Order.

(e) If our Bid is accepted, we commit to provide a Performance Security as specified by the High Court.

(f) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity, without the prior written permission of the High Court.

(g) We undertake that at all stages and at all times, we will be fully responsible for maintaining the confidentiality of all files, assuring their safe upkeep, and assuring that no files(either in physical or electronic form) shall be copied, reproduced, used or allowed to be used for any purpose, other than as stated in the contract to be entered into with the High Court.

(h) We understand that, breach of any of the above clauses will entitle the High Court to immediately terminate this contract and make us liable for any civil and criminal proceedings.

(i) We understand and acknowledge that the High Court is entitled to accept or reject any proposal without assigning any reason(s)

Yours sincerely,

Authorized Signature [In full] :

Designation of Signatory:

Name of Bidder:

FORM G – 2

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Director or Company Secretary, duly authorised)

I _____ certify that I am _____
_____ of the Company under the
laws of _____ and that who signed the tender (Tender
No: _____) is authorised to bind the Company / Bidder by authority of its governing
body.

Signature:

Full Name:

Office Seal of the Company/Bidder

Address:

***Along with Form G-2, a resolution passed by the Board of Directors in favour of
authorized person is to be appended as a mandatory compliance.***

FORM G-3
AGREEMENT (Preliminary)
(To be executed on Stamp Paper of ₹ 200/-)

Articles of agreement executed on this the day of..... between the Registrar (Computerisation)-cum-Director(IT) (hereinafter referred to as the 'High Court of Kerala') of the one part and (name and address of the bidder) (hereinafter referred to as "the Bidder") of the other part.

WHEREAS in response to the Notification No..... dated.....the Bidder has submitted to the High Court a tender for the digitisation of records in the District Judiciary therein subject to the terms and conditions contained in the said tender;

WHEREAS the Bidder has also deposited with the High Court a sum of Rs. as Earnest Money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the High Court.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- (1) In case the tender submitted by the Bidder is accepted by the High Court and the contract for digitisation of records in the District Judiciary is awarded to the Bidder, the Bidder shall execute an agreement with the High Court incorporating all the terms and conditions under which the High Court accepts the tender, within the time specified by the High Court.
- (2) In case the Bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the High Court shall have power and authority to recover from the Bidder any loss or damage caused to the High Court by such breach as may be determined by the High Court by appropriating the earnest money deposited by the Bidder. If the earnest money is found to be inadequate the deficit amount may be recovered from the Bidder and the properties of the Bidder, movable and immovable, in the manner hereinafter contained.
- (3) All sums found due to the High Court under or by virtue of this agreement shall be recoverable from the Bidder and the properties of the Bidder, movable and immovable,

under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the High Court may deem fit.

In witness whereof, (name and designation) for and
on behalf of the High Court of Kerala and Bidder
have hereunto set their hands the date shown against their respective signatures.

Signed by (date)

In the presence of witnesses:

1.
2.

Signed by (date)

In the presence of witnesses:

1.
2.

FORM G-4
BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the “tenderer”) has submitted their offer dated.....
.....for the supply of
(hereinafter called the “tender”) against the purchaser’s tender enquiry No.
..... KNOW ALL MEN by these presents that WE
..... of having
our registered office at are bound unto
..... (hereinafter called the “Purchaser) in the sum of
..... for which payment
will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM PQ 1:

Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

Sl. No	Basic Requirement	Provided	Reference & Page Number
1.	Document showing authorisation	Yes / No	
2.	Particulars of the Bidders, as per Form PB 1	Yes / No	
3.	Earnest Money Deposit (Online payment)	Yes / No	
4.	Covering Letter for Technical Proposal, as per Form G1	Yes / No	
5.	Documents showing the experience in Digitisation projects (mentioning no. of pages digitised, wherever applicable)	Yes / No	
6.	Documents showing financial strength. (As mentioned in relevant clauses)	Yes / No	
7.	Documents showing experience of similar assignment (As mentioned in relevant clauses)	Yes / No	
8.	Documents of certifications (As mentioned in relevant clauses)	Yes / No	

FORM PB 1:
Particulars of the Bidder

Sl No	Information Sought	Details to be furnished
1	Name and address of the Bidder	
2	Year of establishment/ incorporation	
3	Whether partnership/ limited company etc.	
4	Name(s) of the Partner/ Managing Director etc.	
5	Postal address	
6	Contact number(s) e-mail address	
7	Whether the Bidder has any office or branch in Ernakulam. If so, give details with complete address, contact person & contact number(s).	
8	Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with work order and satisfactory completion certificate/phase completion certificate of the competent authority)	
9	Details of single largest order for similar nature of works completed/executed during the preceding three financial years (2023-24, 2022-23, 2021-22).	
10	Turnover for the last three financial years (2023-24, 2022-23, 2021-22) with break-up details of turn-over in Digitisation. Year wise audited Balance Sheet along with the relevant Work Orders shall be attached.	
11	Details of the existing clients is required to be enclosed with this proforma in the following format: (a) Name of the Company/Organization/Office (b) Contact person with telephone number and E-mail. (c) Contract Period Copy of Work order and phase completion certificate shall be attached.	

12	Whether the Bidder is executing or has performed work of a similar nature for High Court(s)/Court(s) in the District Judiciary, and if yes, give details.	
13	Whether the Bidder is empanelled with a Government Undertaking/ Government Organization/ Public Sector Undertaking and if yes, give details.	
14	Whether the Bidder has ever been blacklisted/debarred and if yes, give details.	
15	Whether any criminal case is pending against the Bidder / Partners/ Directors/Agents before any Court or convicted, and if yes, give details.	
16	The Bidder is required to furnish the following details with proof: (a) PAN number (b) GST Registration Number	
17	Bankers' Name and address	
18	Solvency Certificate as per relevant clause.	
18	Income Tax returns of the preceding three financial years (2023-24, 2022-23, 2021-22) are required to be attached	
19	Different Certifications (CMMI Levels, ISO, Security Standard Certificates etc.) (attach copy)	
20	Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.	

FORM: PB-2
BIDDER'S ANNUAL TURNOVER

(Location)_____

From
(Name & Address of the Statutory Auditor)

To
The Registrar(Computerisation)-cum-Director(IT),
High Court of Kerala, Ernakulam, Kochi.

Ref:

Sir,

We hereby certify that the average annual turnover of M/s. (name of the bidder) is not less than.....
.....during the last three financial years.

Sr. No.	Firm	FY 2023-24	FY 2022-23	FY 2021-22
		Amount	Amount	Amount
1				

Note 1: The minimum turnover of the Service Provider should be ₹90 Crore (Rupees Ninety Crore Only).

Note 2: In case of Joint venture, minimum turnover of the lead firm should be ₹90 Crore (Rupees Ninety Crore Only).

Yours Sincerely,

(Signature of Statutory
Auditor) Name of the Statutory
Auditor Name of the Statutory
Auditor Firm:

Seal:

FORM T - 1

**EXPERIENCE OF SIMILAR WORK IN HIGH COURTS & DISTRICT
JUDICIARY**

Project Detail Sheet (Serial No.)

Sl. No.	Name of the client organization (Details of JV, if applicable)	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	No. of pages digitised	Brief scope of work with start date and completion date

Note: Copies of the work orders / contracts/certifications from the client are to be attached.

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder:

Seal:

FORM T – 2

CREDENTIALS FOR DIGITISATION

**(ONLY FIVE BEST DIGITISATION PROJECTS EXECUTED BY FIRM OTHER
THAN THOSE SPECIFIED IN FORM T1)**

Sr. No	Client Name	Project Period	Document Type (Digitised)	Total no. of pages digitised	Name of the Digitisation Project	Total Value of Digitisation on Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total						

FORM T – 3

FORM T-3 IS THE DOCUMENT TO BE SUBMITTED BY THE BIDDER DESCRIBING THE FUNCTIONALITY OF SOFTWARE TO BE USED FOR THE DIGITISATION OF THE COURT RECORDS

Note: Submit the details of the software and applications proposed to be used by the Bidder for the Scanning / Digitisation of Court records. (It may be noted that the software applications used for digitisation shall be assigned and handed over to the High Court, after the completion of the task / work.) The Form - T3 shall provide the technical details and NOT the price, and shall include details of all software as to how the bidder will:

- (a)** Prepare and finalise workflow process software and generate various reports and logs with online verification.
- (b)** Prepare and finalise the detailed workflow processes functionality that needs to be implemented within the Content Management System/Document Management System.
- (c)** Integrate the Image Processing System within the Content Management System/Document Management System.
- (d)** Provide digital signature solution using open source digital signature (environment and necessary tools) and verification on free Adobe reader.

FORM T – 4

PROJECT APPROACH, METHODOLOGY AND INNOVATIVENESS

Note: Describe the proposed approach and methodology for completing the assigned work for the project in not more than 20 pages (detailed notes, standard handouts, company brochures, white papers, sample manuals, etc. should be included as annexures.)

Include all the particulars detailed below:

1. Project Management: Outline the approach for designing, managing and implementation of this project keeping in mind the scope of work and the unique nature of the files in the District Judiciary.

Include the following in the Project Management Methodology:

- (a) Vision for the Digitisation, Development, and Implementation of Content Management System/Document Management System Software.
- (b) Project Management Plan.
- (c) Project Team Structure.
- (d) Risk Management and Mitigation Strategy
- (e) Project Tasks
- (f) Project Deliverables
- (g) Project Milestones (Mentioning Start Date and End Date)
- (h) Testing approach & methodology

2. Digitisation Methodology: describe the proposed digitisation process including the following details for each type of file.

(a) File/document preparation

- (1) Detail the proposal to prepare records for scanning (include untying, repairing, cleaning, retying etc. as necessary).
- (2) Highlight the staff and time requirements for this process to maintain the required rates of scanning.
- (3) File Integrity and safety: Describe the procedure for safe handling and return of files.

(b) Scanning Methodology

- (1) For each category, detail the staff and equipment that will be used to capture the scanned image.
- (2) Describe the scanning process for each file.

(c) Metadata

- (1) Describe the steps for creation of metadata.
- (2) Describe the steps to avoid duplication during metadata creation.

(d) Creating catalogue of the scanned document.

(e) Hyper linking of the scanned documents.

(f) Bookmarking and pagination of scanned documents.

FORM T – 5

**EQUIPMENT PROPOSED TO BE INSTALLED AT THE COURTS OF THE DISTRICT
JUDICIARY**

Hardware proposed to be installed and used at the Digitisation Centre by the Service Provider.

File	File Quality	Proposed Equipment/ Device(s) for Digitisation	Key Specifications of Equipment / Device(s)	Reasons for Selection of Equipment/ Device(s)
Judicial Files	Good (A)			
	Fair (B)			
	Poor (C)			
Administrative Files	Good (A)			
	Fair (B)			
	Poor (C)			
Other Files	Good (A)			
	Fair (B)			
	Poor(C)			

FORM T – 6
WORK PLAN AND PROJECT MANAGEMENT STRATEGY

(a)

Sr. N o	Activity *	Month											
		1	2	3	4	5						24
1													
2													
3													
4													
5													
6													
7													

(b) Identify major risks and risk mitigation plans at the start of the project and during the project implementation by individual milestones.

(c) Indicate all main activities of the assignment, including deliverables, progress reports, and other benchmarks such as approvals. For phased assignments, indicate activities, delivery of reports, and benchmarks separately for each phase.

*Submit the complete plan for 24 months (proposed duration of the project).

EXPERT TEAM AND SUMMARY OF CV INFORMATION

[illegible]

FORM T – 8
DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations from the tender clauses (in any section of the tender) in the following format.

[illegible]

FORM T – 9
UNDERTAKING
(To be furnished in stamp paper worth ₹ 200/-)

Tender No.:

Date:

To,
The Registrar (Computerisation)-cum-Director(IT),
High Court of Kerala,

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexures, we, the undersigned, offer to carry out the project for digitisation of files of the District Judiciary.
2. If our bid is accepted, we will furnish an unconditional performance guarantee of a Bank for a sum 5% of the contract value.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.
5. We will not DISCLOSE any information of the project contemplated in this tender by the High Court, to any other institutions/organizations, bodies etc.
6. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
7. Work and service undertaken shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.

8. The information furnished by us in this tender document is true and correct to the best of our knowledge and belief.
9. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.

Dated this ____ day of _____ 20....

Name and Signature _____ in the capacity of

Duly authorised to sign the bid

for and on behalf of _____

Witness _____ Address _____

Signature

FORM T-10

TECHNICAL SPECIFICATIONS –

CONTENT MANAGEMENT SYSTEM / DOCUMENT MANAGEMENT

SYSTEM/WEB APPLICATION

For each of the functionality and features outlined in the Functionality Matrix below, you may further comment regarding your response. The Bidder shall provide screenshots of software for justifying compliance with requirements stated in the specification sheet.

Sr. No.	Requirements of Content Management System/Document Management System/Web Application	Compliance (Yes / No)	Bidder Remarks
1	Capable of being deployed both in centralised as well as in decentralised deployment model (preferably cloud based solution).		
2	Web-Based Technology and capable of functioning over the internet/intranet and should support cloud interface for access by users, Virtual Private Network.		
3	Built on technology which is capable of running on Ubuntu server. The solution and the deployment architecture should be secure, scalable and of high performance.		
4	Supports multiple file formats i.e. PDF, Audio/Video etc.		
5	Open source RDBMS (i.e. PostgreSQL etc.)		
6	Supports bulk import & export of data as XML and CSV format.		
7	Provision for defining and importing thesaurus/dictionary.		
8	Provision for capturing all associated fields in metadata.		
9	Stores metadata in RDBMS and electronic content on file systems.		
10	Single unified platform for both paper & electronic records.		
11	Facility for data backup and restore provision for regular backup of data.		
12	Context sensitive 'Help' Operation.		
13	Approval mechanism before publishing any content on solution.		
14	Provision to send advance alerts to users, if Content Management System/Document Management System is required to be shut down.		

15	Caching for faster search results.		
16	Mobile friendly software		
17	APIs for enabling integration of solutions with District Case Management System/Case Information System or such other systems specified by the High Court for pushing and pulling the information between two systems.		
Search			
1	Searching facilities based upon any metadata field (content, author, source, trial court details, party names, subject tags, acts and sections, keywords, etc.).		
2	Search based on actual content of the files.		
3	Inbuilt thesaurus for providing intelligent search.		
4	Complex and multiple criteria based Boolean search.		
5	Provision for sorting the results based on relevance, submission date, etc.		
6	Provision for defining the number of search results required per page.		
7	Full text search facility on industry standard engines like 'solr', 'lucene' etc.		
8	Provision to search a file with a combination of full text search and metadata.		
9	Faceted search mechanism, which breaks up search results into multiple categories, typically showing counts for each, and allows the user to "drill down" or further restrict their search results based on those facets.		
10	Predictive search		
11	Advanced search options like Date Range Search, Proximity search, Fuzzy Text search etc.		
12	Facility of picking start date and end date using drop down calendar for making searches on a defined time period.		
13	Highlight searched term in metadata in search results.		
Metadata			
1	No limitation on defining custom metadata fields.		
2	Extensive meta-data creation using comprehensive data entry templates.		
3	Supports associating metadata to both files and folders.		

4	Supports Dublin Core, MARC21 standards.		
5	Control vocabulary for the purpose of adding keywords. (Users should get the option of entering keywords from predefined vocabulary.)		
Security & Access Control			
1	Provide open access and restricted access to files.		
2	Security auditing by a CERT-India empanelled Service Provider at the cost of the Service Provider.		
3	Creation of Users with multiple roles and User Groups.		
4	Multi-level security access for different access categories.		
5	Movement of users between organizational units whereby their job roles and/or their access rights may change.		
6	LDAP based authentication method.		
7	It should be possible to define rights like read, write, read metadata, read items, modify cabinets or assets uploaded, delete items etc.		
8	Provision to limit access rights on Metadata & Files related to confidential/sealed documents (Neither metadata nor files should be searchable or visible to unauthorised users)		
9	Time based access/restriction on files.		
10	The Content Management System/Document Management System has to be designed such that the primary servers are not directly exposed to internet facing applications.		
Content Viewer / Document Viewer			
1	Inbuilt viewer for PDF files using browsers on multiple platforms i.e. laptop / mobile / tablet etc.		
2	Support multiple rendering technologies i.e. flash and HTML5 for easy display of contents on new and old browsers.		
3	Full text search on OCR'd documents in viewer.		
4	Basic accessibility features like zoom in / out, go to page, etc.		
5	Display documents without download option on multiple platforms like Windows, Linux, Android, Apple etc.		

Rich Media Content Streaming / Viewing			
1	Server-based viewing and streaming of Rich media contents.		
2	Support video formats like: HLS, MP4, WebMD, OGG etc.		
3	Bitrate switching: Automatic and/or manual switching to the most suitable video quality.		
4	Deployable on multiple server platforms like RHEL, Ubuntu, Windows, etc.		
File View			
1	Option of showing each PDF / video file attached with a file in individual form.		
2	Option for showing all attachments i.e. PDF/Video in a single window mode, where names of PDF/Video can appear as bookmarks on the left hand side of the window and the user can click on each hyperlink and corresponding file should open in the document window.		
3	All files should be displayed within the browser. Download permission should be role based.		
4	If one / multiple attachments in a file are restricted for access then File view shall restrict the access of such attachment(s).		
PDF Parsing			
1	<p>The system should support accurate parsing of PDF documents, including but not limited to:</p> <ul style="list-style-type: none"> Extracting text, manuscripts in English and Malayalam, metadata, tables, and images. Handling scanned PDFs using Optical Character Recognition (OCR). Ensuring compatibility with PDFs containing embedded fonts, annotations, and bookmarks. The parsed data should be structured and exportable to standard formats such as JSON, XML, or CSV. 		
<u>AI-based Q&A Facility</u>			
1	The system should provide an AI-driven Question		

	<p>and Answer interface that enables users to:</p> <ul style="list-style-type: none"> • Ask questions based on the PDF content • Receive accurate and contextually relevant answers in natural language. • Highlight or reference sections within the document that relate to the answer. 		
Browser based batch data upload tool			
1	Facility to upload metadata and digitised files using browser-based batch data uploading mechanism.		
2	Module should be part of the proposed Content Management System/Document Management System and should be accessible in software. There should not be a requirement for accessing this module as an external module (outside the core application).		
3	There should be no need of doing any kind of code customization even if indexing parameters are changed. (Approach for achieving this requirement should be detailed in compliance.)		
4	Provision for validating the data structure before initiating upload in the repository.		
Performance Benchmarks / Test			
1	Provide tools for testing performance of proposed solutions on more than 100 numbers of user load on the system.		
Customised Reports / Productivity Reports			
1	Provision for graphical representation of volume of contents by date for showing trends.		
2	Provision for authorised users to export this report in the form of spreadsheets, PDF or as CSV.		
3	Provision for users to search on any given term within a populated report.		
Audit Report			
1	Provide a detailed and searchable system audit trail/logs.		
2	Track and record information about events in the audit trail without manual intervention, once the audit trail facility has been activated.		
Key Points of Solution			
1	The High Court should be able to customise the interface of the proposed solution as per its		

	requirement. Bidder needs to submit multiple designs of the interface.		
2	Facility of website-like browsing for creating user-friendly interface.		
3	The offered Content Management System/Document Management System has open data portability and should have ready API SDK for enabling Archive to integrate Content Management System/Document Management System with any other application in future.		
4	Provision for creating a unique URL for each file.		
5	Implement the solution in high availability mode.		

The basic specifications required for the Web Application is attached as Annexure – III.

Annexure – I

List of Court Complexes where Space & Electricity Can be Provided for Digitisation Project

Sl. No.	Court Centre	Name of Court Complex
THIRUVANANTHAPURAM		
1	Trivandrum (Vanchiyoore)	FTSC Complex
2	Neyyattinkara	Court Complex, Neyyattinkara
3		Fast Track Special Court Complex
4		Judicial First Class Magistrate Court (Temporary) Complex
5	Nedumangad	Family Court Complex
6		Special Court Complex for SC/ST(POA) Act
7		Fast Track Special Court Complex
8		Judicial First Class Magistrate Court (Forest Offences) Complex
9	Attingal	Court Complex, Attingal
10		JFCM Court Complex
11	Varkala	Fast Track Special Court Complex
12		Court Complex, Varkala
13	Kattakkada	Fast Track Special Court Complex
14		Court Complex, Kattakkada
15	Parassala	Gram Nyayalaya
16	Vellanad	Gram Nyayalaya
KOLLAM		
17	Kottarakkara	Court Complex, Kottarakkara
18		SC/ST Court Complex
19	Punalur	Court Complex, Punalur
20	S. Paravur	Court Complex, Paravur
21		Family Court Complex
22	Sasthamcotta	Court Complex, Sasthamcotta
23	Kollam	Court Complex, Kollam
24		MACT Complex
25		Family Court Complex
26		FTSC Complex
27		JFCM Court Complex
28	Chavara	Court Complex, Chavara
29		JFCM Court Complex
30	Karunagappally	Court Complex Karunagappally
31	Pathanapuram	JFCM Court Complex
32	Perinadu	Gram Nyayalaya
33	Chadayamangalam	Gram Nyayalaya
34	Kadakkal	Gram Nyayalaya
PATHANAMTHITTA		
35	Pathanamthitta	District Court Complex
36		Family Court Complex, Pathanamthitta
37	Thiruvalla	Sub Court Complex, Thiruvalla
		Family Court Complex, Thiruvalla
38	Adoor	Munsiff's Court Complex, Adoor
39		Fast Track Special Court Complex, Adoor
40		Family Court Complex, Adoor
41	Ranny	Munsiff's Court Complex, Ranny
42	Pandalam	Gram Nyayalaya

Sl. No.	Court Centre	Name of Court Complex
ALAPPUZHA		
43	Cherthala	New Court Complex
44		Old Court Complex(at Muttom Bazar) [2km away from the new Court Complex]
45	Haripad	Court Complex, Haripad
46	Kayamkulam	Court Complex, Kayamkulam
47	Mavelikkara	Family Court Complex
48	Chengannur	Old Court Complex
		New Court Complex
49	Ambalappuzha	Court Complex, Ambalappuzha
50	Ambalappuzha (at Punnapra)	Gram Nyayalaya
51	Ramankary	Court Complex, Ramankary
52	Kanjikkuzhi	Gram Nyayalaya
KOTTAYAM		
53	Ettumanoor	Family Court Complex (Munsiff Court and Magistrate Court are temporarily functioning at Family Court building)
54	Changanacherry	Court Complex, Changanacherry
55		Munsiff Court Complex
56	Kanjirapally	Court Complex, Kanjirapally
57	Vaikom	Court Complex, Vaikom
58	Erattupetta	Cour Complex, Erattupetta
59	Pala	Court Complex, Pala
THODUPUZHA		
60	Thodupuzha	Family Court Complex, Thodupuzha
61	Idukki	Fast Track Special Court Complex
62	Kattappana	Court Complex, Kattappana
63	Nedumkandam	Court Complex, Nedumkandam
64	Nedumkandam	Gram Nyayalaya
65	Adimaly	Court Complex, Adimaly
66	Devikulam	Court Complex, Devikulam
67	Peermade	Court Complex, Peermade
68	Peermade	Gram Nyayalaya
ERNAKULAM		
69	Kaloor	Court Complex Annex
70	Panampilly Nagar	Addl. District Court Complex
71	North Paravur	Addl. District Court Complex
72		JFCM Court Complex
73	North Paravur	Gram Nyayalaya
74	Aluva	Munsiff Court Building
75	Angamaly	Court Complex, Angamaly
76	Perumbavoor	Court Complex, Perumbavoor
77	Kothamangalam	Court Complex, Kothamangalam
78	Muvattupuzha	Court Complex, Muvattupuzha
79	Kolenchery	Court Complex, Kolenchery
80	Kochi	Court Complex, Kochi
81	Njarakkal	Court Complex, Njarakkal
82	Kalamassery	Court Complex, Kalamassery
83	Kakkanad	Court Complex, Kakkanad
84	Tripunithura	Court Complex, Tripunithura
85	Chottanikkara	Court Complex, Chottanikkara
86	Piravom	Court Complex, Piravom
87	Mattanchery	Court Complex, Mattanchery
THRISSUR		
88		Family Court complex
89	Irinjalakuda – New court complex to be established by June 2025.	Court complex Irinjalakuda
90		Fast Track Special Court Complex

Sl. No.	Court Centre	Name of Court Complex
91	Chavakkad	Court Complex Chavakkad
92	Kunnamkulam	Court Complex, Kunamkulam
93	Wadakkancherry	Court Complex, Wadakkancherry
94	Chalakkudy	Court Complex, Chalakkudy
95		Fast Track Special Court Complex
96	Kodungallur	Court Complex, Kodungallur
97		Fast Track Special Court Complex
98	Pazhayanur	Gram Nyayalaya
99	Mathilakam	Gram Nyayalaya
PALAKKAD		
100	Ottapalam	Family Court Complex
101		Court Complex, Ottapalam
102		JFCM Court Complex, Ottapalam
103	Chittur	Court Complex, Chittur
104	Alathur	Court Complex, Alathur
105	Mannarkkad	Court Complex Mannarkkad
106	Pattambi	Court Complex, Pattambi
107	Attappady	Court Complex, Attappady
108	Gram Nyayalaya Sreekrishnapuram	Gram Nyayalaya
109	Gram Nyayalaya, Pudukkottai	Gram Nyayalaya
110	Gram Nyayalaya, Thenkumbhary	Gram Nyayalaya
MANJERI		
111	Manjeri	Old Court Complex, Manjeri
		New Court Complex, Manjeri
112	Perinthalmanna	Court Complex, Perinthalmanna
113	Parappanangadi	Court Complex, Parappanangadi
114	Nilambur	Court Complex, Nilambur
115		FTSC, Nilambur
116	Malappuram	Family Court Complex Malappuram
117		JFCM Court Complex, Malappuram
118	Tirur	Court Complex, Tirur
119	Ponnani	Court Complex, Ponnani
120		FTSC, Ponnani
121	Edappal	Gram Nyayalaya
122	Pulamanthole	Gram Nyayalaya
KOZHIKODE		
123		Waqf Tribunal
124	Koyilandy	Court Complex, Koyilandy
125	Vatakara	Court Complex, Vatakara
126	Payyoli	Court Complex, Payyoli
127	Perambra	Court Complex, Perambra
128	Kunnamangalam	Court Complex, Kunnamangalam
129	Nadapuram	Court Complex, Nadapuram
130	Kuttiadi, Kunnummal	Gram Nyayalaya
KALPETTA		
131	Kalpetta	District Court Complex
132	Sulthanbathery	Court Complex, Sultan Bathery
133	Mananthavady	Court Complex, Mananthavady
THALASSERY		
134	Thalassery	District Court Complex
135	Payyannur	Court Complex, Payyannur
136	Kuthuparamba	Munsiff's Court Complex
137		JFCMC Complex

Sl. No.	Court Centre	Name of Court Complex
KASARAGOD		
138	Hosdurg	Court Complex, Hosdurg
139	Gram Nyayalaya, Parappa	Gram Nyayalaya, Parappa

Note: Actual number of locations may slightly vary

Annexure – II

List of Court Complexes where Space & Electricity Cannot be Provided for Digitisation Project

Sl. No.	Court Centre	Name of Court Complex
1	Kasaragod	Court Complex
2	Kannur	Court Complex, Kannur
3	Thamarassery	Court Complex, Thamarassery
4	North Paravur	Family Court Complex
5	Aluva	Family Court Complex
6	Kasaragod	Family Court Complex
7	Ottappalam	Family Court Complex, Ottapalam
8	North Paravur	FTSC Complex
9	Thrissur	FTSC Complex
10	Mattannur	FTSC Complex
11	Aluva	FTSC Complex
12	Chavakkad	FTSC Complex
13	Wadakkancherry	FTSC Complex
14	Ranny	Gram Nyayalaya
15	Vaikom	Gram Nyayalaya
16	Pallikkathodu	Gram Nyayalaya
17	Koduvally	Gram Nyayalaya
18	Chokli	Gram Nyayalaya, Chokli
19	Irikkur	Gram Nyayalaya, Irikkur
20	Iritty	Gram Nyayalaya, Iritty
21	Irinjalakuda	JFCM Court Complex
22	Kozhikode	Marad Court Complex

Note: Actual number of locations may slightly vary

Annexure - III

Digitisation of Files of Courts in District Judiciary - Specifications & Functionalities of Web Application to be developed by Service Provider of Digitisation.

*[The Service Provider is under obligation to provide a suitable **internet-based** web application for tracking the inward and outward movement of files for digitisation and progress of digitisation. The software should have the capability to generate customised MIS reports of the various status of digitisation i.e. daily, monthly, quarterly, and yearly, as specified by the High Court. The Web Application should be comprehensive and should facilitate functionalities like batch creation, incorporation of pre-scanning data, file/batch management, file/batch tracking, and generation of customised reports for verification of the progress of digitisation on daily/weekly/monthly basis.*

The web application should have a user-friendly graphical interface that allows users to easily browse through various options and helps them identify the progress in digitisation across various stakeholders.

The Service Provider shall bear all costs, including development, web hosting, and application security auditing, during the period of digitisation.]

Proposed functionalities of the Web Application to be developed for facilitating digitization project

1. User Management and Role-Based Access Control

- a) Secure User Registration and Login: Implementation of robust authentication mechanisms, including:

Email/password-based login.

Optional two-factor authentication (2FA) for enhanced security.

Role-Based Access Control (RBAC):

- b) Predefined roles such as Administrator, Court Official, Service Provider Staff, and others.

- c) Customizable roles to address institution-specific needs.
- d) Separate Dashboards:

Court Dashboards: For individual courts to manage local digitization workflows.

Admin Dashboards: For overarching management and monitoring across multiple courts.

Service Provider Dashboard: For service providers to view, manage, and update digitization tasks.

Audit Logs: Comprehensive activity logs for all user actions to ensure compliance, security, and accountability. These logs will be exportable for review and auditing purposes.

2. Role Management

- a) Predefined and Customizable Roles:

Assign predefined roles, such as Batch Manager, File Coordinator, and Monitoring Official.

Create and manage custom roles to suit evolving institutional requirements.

- b) Dynamic Role Control: Admins will have the ability to:

Grant and revoke role-based permissions in real time.

Temporarily suspend user access in cases of misuse or policy changes.

3. Batch Preparation Module

Batch Creation:

Provision to create file batches, assign unique identifiers, and categorize them by priority or type.

Bulk upload options to add multiple files to a batch efficiently.

Metadata Management: Enable tagging of files and batches with relevant metadata for easier tracking and retrieval.

Error Detection: System to flag inconsistencies (e.g., duplicate files, missing metadata) during batch creation.

4. Batch Transmission Module

File Transfer Mechanism:

Secure, encrypted transmission of file batches from court dashboards to the service provider.

Acknowledgement receipts to confirm the successful transfer.

Transmission Tracking: Logs of all transmitted batches for future reference.

5. Real-Time Progress Monitoring

Status Updates:

Real-time tracking of digitization progress with detailed metrics, including:

Number of batches sent, processed, and pending.

Number of files digitized versus total files sent.

Digitization speed and expected completion times.

Granular Monitoring: Insights to the:

Batch level: Progress status for individual batches.

Court level: Overview of digitization status for each court.

District Judiciary level: Aggregate progress reports.

Alert Mechanism: Notifications for delays, errors, or completion of digitization processes.

6. File Recall Mechanism

Recall Provisions:

Courts can recall files included in a batch at any stage before digitization.

Justification for recall will be logged for record-keeping.

Return Mechanism: Reintegrate recalled files into the digitization workflow post-use.

7. Additional Functionalities (Recommended)

Data Security and Backup:

End-to-end encryption for all data transfers.

Automatic backups to prevent data loss.

Reports and Analytics:

Generate detailed reports for stakeholders, including performance summaries, pending tasks, and digitization trends.

Export reports in multiple formats (e.g., PDF, Excel).

Integration with Existing Systems:

API support for seamless integration with existing court management systems or third-party tools.

Notifications and Alerts:

Email and SMS notifications for key milestones or actions, such as batch transfers, recalls, or errors.

User Training and Helpdesk:

Interactive user training modules embedded in the application.

Dedicated support desk for issue resolution and queries.

[The Service Provider shall hand over the above application along with its source code and all rights associated with it, to the High Court, on completion of the digitisation project.

The Service Provider shall ensure the security of data, servers, web applications etc. and shall ensure security measures like firewall, geo-fencing etc. in consultation with the High Court. The Service Provider shall also establish a suitable disaster recovery mechanism during the digitisation project.

The web application should cross-check the digitised files with respective batches, and should indicate mismatch, if any. On the return of batches/files, the Service Provider shall complete the file details in the web application, by entering the following.

- *Returned to (Court Official).*
- *Returned by (bidder representative).*
- *Date of return.]*