

**High Court of Kerala  
Kochi**

**Proposal for the Digitization of Rare Books/ Gazette/  
Documents in the High Court Library, Development of  
Document Management System and intranet hosting**



Proposal No. KHC/Digitization/1/2017

The Registrar General  
High Court of Kerala  
Ernakulam, Kochi

**Note :** This document contains a total of **82** pages including this cover.  
*No change and modification in the document by the bidder is permissible*

## **IMPORTANT INFORMATION**

The following specific data for this RFP shall complement, supplement, or amend the provisions in the General Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the General Instructions to Bidders

Bid Inviting authority	The Registrar General, High Court of Kerala, Ernakulam, Kerala
Request for proposal (RFP) No.	KHC/Digitization/1/2017
Sale of RFP document	<a href="http://etender.kerala.gov.in/www.hckerala.nic.in">etender.kerala.gov.in/www.hckerala.nic.in</a>
Non-refundable RFP document purchase	₹ 6000/- through online
Pre-Bid Meeting for queries and assessing documents	15.01.2018 at 11.00 hrs
Last date of submission of written queries for clarifications on RFP document	On or before 15.00 hrs on 20.01.2018
Place of issue and submission of bid documents (changes if any, to be notified separately)	The Registrar General, High Court of Kerala, Ernakulam, Kerala
Address for correspondence, Tel no. etc.	The Registrar General, High Court of Kerala, Ernakulam, Kerala, PIN-682031 Ph.No.0484 2562439/2338/2337/2348
Last date and time of submission of Bid	30.01.2018 upto 15.00 hrs.
Language of Bid	English
Validity of Bids	180 days
Required number of copies of the bid	online
Earnest money Deposit(EMD)	₹ 30,000/- (Rupees Thirty Thousand Only) through online to be submitted along with Preliminary Agreement
Date, time and venue of opening of Pre-qualification cum technical bids	Date: 03.02.2018 Time: 15.00 hrs Venue: Office of the Registrar General or the office nominated by him, High Court of Kerala, Ernakulam, Kerala.
Date, time and venue of opening of commercial bids.	Will be intimated to the Technically qualified Bidders separately.

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## INTRODUCTION

Kerala High Court Library has a good collection of rare books and historical records. Most of them are now out of print. Some of them are old, brittle and not amenable to physical handling or photocopying. Unless these books are preserved in a digitized form they remain obscure. At present the High Court Library has a total collection of 182709 books. Around 5000 books are added to the stock of the library annually. Moreover Library is also subscribing to 121 periodicals (94 Indian periodicals and 27 Foreign periodicals). As the volume of books increases, the main problem faced by the library is lack of space to house the collection. The above factors make digitization unavoidable as it saves space and provides enhanced access to institution's resources. It also reduces handling of fragile books and creates a backup for endangered materials. Availability of books in digital format makes any time access possible.

The Project is conceived as a single-service provider turnkey complete digitization project. The service provider must digitize rare records/ books and Gazettes/ Documents/ Manuscripts/ High Court publications/ Office Circulars in the High Court Library. The digitization work may include document scanning, Image processing/compression, enhancement of TIFF Images, conversion to multi page PDF and OCR process, Document Management system (Dspace/ any other software) including meta-tagging, in depth indexing and data basing, customizing the software for search (D space/any other software), hosting intra house, retrieval and training the staff for using the archive. The documents hosted intranet can be retrieved, printed at the office convenience.

As a general principle, the service provider will and supply all hardware, compatible software and supporting equipment. Daily throughput targets will be established and must be met. The output must conform to specified standards. Performance will be monitored and it will be the responsibility of the Service provider to meet the stipulated quantitative and qualitative specifications.

As an integral part of the project, the service provider must survey and understand existing workflow patterns and establish satisfactory protocols for continuing the digitization work without interrupting work in hand. Proper sequencing of the digitization work, including checking at various stages, is therefore necessary.

Details of the project and the specifications are provided in Sections 1-9 of the RFP documents

**SECTION – I**  
**NOTICE INVITING TENDER**

Ref No. : KHC/Digitization/1/2017

Dated : 22/12/2017

The Registrar General, on behalf of the High Court of Kerala invites tenders from the experienced and reputed firms/organizations for Digitization of rare records/ books and Gazettes/ Documents/ Manuscripts/ High Court publications/ Office Circulars in the High Court Library on Turnkey Basis.

Sl. No	Name of Project	EMD ( ₹.)	Cost of Tender documents ( ₹.)	Last date/ Time of submission	Date and Time of Opening Technical Bid	Duration of the Contract
1	Digitization of rare records/ books and Gazettes/ Documents/ Manuscripts/ High Court publications/ Office Circulars in the High Court Library on Turnkey basis	30,000/- online payment	6,000/- online payment	30.01.2018 at 15.00 hrs	03.02.2018	1 Year

**BROAD SCOPE OF WORK/JOB TO BE PERFORMED ARE**

1. Scanning, Indexing, cataloging, portfolio, Hyper linking, Storing, Archiving of documents in digital form in a secured manner.
2. Hardware, System Software & other ICT Infrastructure required for implementation of this project in secured manner.
3. Imparting of training to High Court Staff on Scanning, Indexing, Storing, Archiving, Retrieval and Printing Process
4. Conversion of existing scanned Data/ Images into Searchable PDF, PDF/A and putting it into application software of the High Court of Kerala (based on "D space/Any other software"- repository application), hosting intra house, effective retrieval and be able to print at the office convenience.

Interested parties may submit their tender offer on or before **15.00 hrs on 30/01/2018** on e-tendering website of Government of Kerala i.e. **etender.kerala.gov.in**. The tender document and the terms and conditions are available on the website [www.hckerala.nic.in](http://www.hckerala.nic.in) and Government tender portal. All other terms and conditions for submission of tender are contained in the Tender Document. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the next working day.

Place : Kochi.

Date : 22nd December, 2017.

Sd/-  
The Registrar General  
High Court of Kerala

The Registrar General, High Court of Kerala reserves the right to accept or reject any or all bids without assigning any reason thereof.

A pre-bid meeting regarding the queries related to the bid and assessing the documents to be digitized shall be held on **15<sup>th</sup> January, 2018 in Judges Library, High Court of Kerala at 11a.m.** All queries shall be made on [khclib2015@gmail.com](mailto:khclib2015@gmail.com) or in Phone No.04842 562338 from 10.00a.m to 5p.m on all working days.

This tender is subject to availability of Budget / Funds with the High Court of Kerala.

Address for Communications:

The Registrar general  
High Court of Kerala  
Ernakulam ,Kochi. 682 031  
**Email** : [khclib2015@gmail.com](mailto:khclib2015@gmail.com)  
**Land line** : 04842 562338/337/348

## SECTION – II

### 2. INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS:-

a) **“Artefact”** means the rare records/ books and Gazettes/ Documents/ Manuscripts/ High Court publications/ Office Circulars in the High Court Library. These are collectively also referred to as “Kerala High Court Library Holdings”

b) **“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.

c) **“Bank” or “Banks”** refers to all scheduled Indian Banks as per the current list of RBI.

d) **“High Court”** means the High Court of Kerala at Ernakulam, Kochi

e) **“In writing”** means communicated in written form with proof of receipt.

f) **“Full time Employee”** means and includes any person who is currently employed under a contract or agreement of employment with the Bidder or partner and has been employed by the Bidder or partner 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 Bidder or its consortium partners.

g) **“Kick Off Meeting”** means a meeting convened by High Court of Kerala to discuss and finalize the work execution plan and procedures with the selected Bidder.

h) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

i) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

j) **“OEM”** means Original Equipment Manufacturer.

k) **“Project”** means all Activities covered under present contract.

l) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services to be provided by the Bidder at High Court of Kerala. SAT comprises of Product Acceptance Tests with respect to Technical Specifications as specified in this tender, checking the installation, commissioning and integration of sub- components.



**m) “Sub-Contractor”** means any person, private or Government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Service Provider. (The Service Provider shall not sub-contract any part of its obligation under the present contract.)

**n) “Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Service Provider / Bidder” appearing anywhere in the document.

**o) “The Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.

**p) “The Contract”** means the agreement entered into between the Registrar General, 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.

**q) “The 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.

**r) “The Letter of Award”** means a signed letter by the Registrar General, High Court of Kerala of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

**s) “The Service Provider”** means the individual or firm supplying the Services and work under this Contract.

**t) “The Site”** shall mean all identified locations within the HIGH COURT of Kerala or any other place as directed by the High Court, where the Service Provider carries out any installation of Goods or is required to provide any Services.

The respective eligible bidders are invited to submit a Technical Proposal and Financial Proposal. These proposals along with the High Court tender document shall be the basis “ for the signed Contract with the selected Bidder.

**2.2 Fees :-** The Bidder needs to submit non-refundable tender fee of ₹ 6,000/- and an EMD of ₹ 30,000/- through online along with preliminary Agreement.

**2.3 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.

**2.4 Bid Scope :-** The bid shall cover the entire project and Bidders cannot bid for a specific portion of the project.

**2.5 Only One Proposal :-** A Bidder may submit only one proposal. If a Bidder (including a partner in a Consortium or Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. Service Providers cannot submit more than one technical solution. All Service Providers are expected to propose the solution they consider best.

**2.6 Cost of Bidding :-** The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The High Court shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**2.7 Proposed Material :-** The Proposal material submitted in response to the tender becomes the property of the High Court and is to be appended to any formal document which would further define or expand the Contractual relationship between the High Court and the Bidder. All the material submitted will be considered as part of this TENDER.

**2.8 Eligible Bidder :-** The eligible Bidder shall be a company, firm or a consortium of companies, firms and individual short listed during the evaluation process for this project at High Court of Kerala.

**2.9 Subcontracting :-** The Bidder shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of the Registrar General, High Court of Kerala. Subcontracting any part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract /Agreement.

**2.10 Period of Engagement :-** The duration of project is One year. Since it is a turnkey project, High Court of Kerala reserves the right to extend the contract duration at his sole discretion.

**2.11 Availability of Personnel :-**

2.11.1 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.

2.11.2 It is envisaged that the assignment will be undertaken by a core team who are fluent in English and Malayalam, which would include a full-time Team Leader/ Project Manager who is a digitization specialist with good facilitation skills and capacity in multiple digitization methodologies including experience in creation of metadata completely.

2.11.3 The High Court will not consider substitutions during contract negotiation unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any

proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to and approved by the High Court within the period of time specified in the Letter of Invitation to negotiate.

2.11.4 Failure to meet either of these requirements may result in disqualification.

**2.12 Full-time Employees :-** It is highly desirable that the Project Manager / Team Leader and other key position holders are regular full-time employee of the Bidder or its consortium partners

**2.13 Cancellation of Contract :-**

The Contract is subject to cancellation due to any of the reasons mentioned hereunder.

2.13.1 If the Bidder is found to have submitted false particulars /fake documents at the time of the award of assignment.

2.13.2 If the Bidder 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 artefacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to suitable action as deemed fit by the High Court.

2.13.3 If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rates or any other point previously agreed, after the High Court issues the Letter of Award (LOA).

2.13.4 A recommendation for award of Contract will be rejected if it is found that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in bidding for the contract in question; in such cases the High Court will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in any further activities of the High Court.

2.13.5 If the Bidder 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 Bidder.

2.13.6 If the Bidder damages an Artefact due to mishandling/ negligence/ poor upkeep etc. then 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.

2.13.7 Any other reason deemed fit by the High Court.

## **2.14 Conflict of Interest :-**

2.14.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

2.14.2 In the event of a conflict of interest, the Bidder shall seek permission from the High Court well before the bid opening date.

**2.15 Presentations:-** If required, the High Court may call the shortlisted Bidders to provide a presentation of not more than thirty minutes before a committee of the High Court at the Date and Time to be determined by the Registrar General.

## **2.16 Submission of Proposal :-**

2.16.1 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.

2.16.2 The Bidder shall submit the tender document / bid using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces shall be filled in with the information requested. If particular information is not applicable to Bidder, the same will be mentioned as "Not Applicable (N/A)" instead of leaving the field blank. The Bidders are invited to upload the Technical Proposal, Financial Proposal and other details as specified in the Data Sheet in the form of scanned copies as mentioned in the tender document on the e-tendering website of the Government of Kerala.

The Bidder shall upload two proposals, one containing the Technical Proposal with all Forms given in this tender except form F-1 (Financial Proposal) and the second containing only the Financial Proposal with Form F-1.

2.16.3 Both the Technical and Financial Proposals shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

2.16.4 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

2.16.5 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.

2.16.6 All bids must contain scanned copies of the Technical and the Financial Proposal as described in the Data Sheet, which shall be verified with the originals during the scrutiny.

#### **2.17 Clarification of Proposals :-**

2.17.1 To assist in the examination, evaluation, comparison and post qualification of Proposals, the High Court may, at its discretion, ask any Bidder for a clarification of its Proposal. The High Court's request for clarification, and the response, shall be in writing. The Bidder must furnish the required clarification within the stipulated time.

2.17.2 Any clarification submitted by a Bidder that is not in response to a request by the High Court may not be considered.

2.17.3 No hike in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors identified by the High Court in the evaluation of the Proposals.

#### **2.18 Proposal Validity :-**

2.18.1 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the High Court.

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

2.18.3 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.

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

**2.19 Offline or Proposals submission in other modes :-** The High Court will not consider any Proposal that is submitted offline or any other mode than e-tendering website of the Government of Kerala.

**2.20 Non-conformity, Errors and Omissions :-** The bidder is 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. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General, in writing, and the Registrar General shall issue written instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document. The High Court may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

**2.21 Undue influence :-** 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.

**2.22 Award of Contract Notification :-**

2.22.1 Prior to the expiration of the Proposal validity period, the High Court shall notify the successful Bidder, in writing, that its Proposal / bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court within 10 days.

2.22.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

**2.23 Negotiations :-**

2.23.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/ clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

2.23.2 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

2.23.3 Negotiations will include both technical and financial negotiations, depending on the requirement of the High Court.

**2.24 Signing of Contract :-**

2.24.1 The Registrar General, High Court shall be the contract signing authority for and on behalf of the High Court.

2.24.2 Promptly after notification, the High Court shall send to the successful Bidder the Contract and the Special Conditions of Contract.

2.24.3 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.

**2.25 Mobilization / Start Date / Commencement Date :-** The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

**2.26 Acceptance/rejections of proposals:-** The High Court reserves the right to accept or reject any proposal, and to annul the bidding process and reject all

Proposals at any time prior to Contract award, without assigning any reasons and without incurring any liability to the Bidders.

## **2.27 Price Offer and Taxes :-**

2.27.1 The Bidder may provide multiple solutions as part of the Technical Bid but ONLY ONE financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices quoted must be firm and inclusive of all taxes, rates, fees, surcharges and duties. No change alternate/conditional price offers shall be allowed.

2.27.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rates of Taxes / Levies, the same shall be passed to the High Court.

**2.28 Acceptable Banks :-** Bank means all the Nationalized / scheduled Banks. All the Bank related documents should be submitted only from the Banks mentioned above.

**2.29 Intellectual Property Rights :-** The High Court shall own all the software which have been acquired for the purpose of the project and paid for as per Financial Bid (**Form - F1**). All licenses procured for the High Court, work, must be in the name of "Registrar General, High Court of Kerala, Kochi".

2.29.1 The High Court shall own in perpetuity all newly created Intellectual Property Rights which have been developed solely during execution of the contract including but not limited to all templates, designs, application configurations, data and written material, products, specifications, source codes and object codes and other documents which have been newly created or developed by the Bidder solely for this project and for the purposes of inter-alia use or sub-license of such Services under this Contract.

2.29.2 The Bidder should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the High Court, and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the High Court. To the extent that Intellectual Property Rights are unable by law to so vest; the Bidder assigns those Intellectual Property Rights to the High Court on creation.

2.29.3 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods /equipment supplied / service provided by the Bidder, the same shall be acquired in the name of the High Court, and the same may be assigned by the High Court to the Bidder 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 and rights etc. shall endure to the exclusive benefit of

the High Court. The Bidder 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 Bidder 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 Bidder or its personnel or personnel of any of its consortium members or Service Provider during the course of performance of the Related Services.

**2.30 Place of Work :-** The Bidder is required to work within the premises of the High Court, for execution of all digitization work and no Artefact would be allowed to be carried outside the premises of the High Court. The post digitization work may be carried out outside the premises in the discretion of the High Court, if there is sufficient ground to allow post digitization work at other places than the premises of the High Court.

**2.31 Right to Inspect :-** The Registrar General reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the duration of the project.

**2.32 Right to Have Work Executed :-** If the Bidder neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Registrar General after 7 day's written notice to the Bidder, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payments due to the Bidder if any or seek reimbursement of such costs incurred.

**2.33 Insurance :-** Bidder will be responsible for providing insurance coverage for all its employees, support staff and equipment during the entire duration of the project. The High Court is not responsible for the insurance and well being of the staff. The consortium partners must comply with the same insurance coverage requirements as the Bidder. The Service Provider has to ensure the safety and adequate insurance of all its employees engaged in the work / Contract.

## **2.34 Bid Document :-**

2.34.1 The Bid Documents include:-

1. NOTICE INVITING TENDER
2. INSTRUCTIONS TO BIDDERS
3. TERMS OF REFERENCE (TOR)
4. CRITERIA FOR EVALUATION
5. PAYMENT TERMS
6. GENERAL CONDITIONS OF THE CONTRACT (GCC)-
7. SPECIAL CONDITIONS OF THE CONTRACT (SCC)
8. SUBMISSION FORMS
9. CERTIFICATES



2.34.2 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 along with the tender or if the tender is not responsive with the Bid Document.

**2.35 Amendment of Bid Documents :-** At any time, prior to the date of submission of Bids, the Registrar General may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the website of High Court and the e-tendering website of Government of Kerala. The modifications shall not be communicated to any bidder in writing.

**2.36 Application Fee (AF) and Earnest Money Deposit (EMD) :-**

2.36.1 The proposal should be submitted along with an application fee of ₹6,000/- and a refundable Earnest Money Deposit (EMD) of ₹30,000/- (Rupees Thirty Thousand Only) through online along with Preliminary Agreement.

2.36.2 Bidders who are registered for items mentioned with National Small Industries Corporation (NSIC) under Single Point Registration Scheme, and the bidders who come under the purview of clauses 8.6 to 8.11 of the Store Purchase Manual, Revised Edition, 2013, issued by Govt. of Kerala may be considered for exemption from furnishing the EMD by the Competent Authority provided they furnish an attested copy of a valid registration certificate from NSIC. Mere registration as a SSI Unit does not qualify for exemption from furnishing the EMD.

2.36.3 The EMD of the successful Bidder will be returned without any interest whatsoever, after receipt of Performance Security from it as called for in the contract. The EMD of the unsuccessful Bidders will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract.

2.36.4 In the absence of a valid certificate from the NSIC, such Tenders without EMD shall be rejected summarily.

2.36.5 The Earnest Money Deposit will be returned as per procedure of e-Tendering.

2.36.6 The EMD will be forfeited :-

- (i) If a Bidder withdraws its bid during the period of bid validity. Or
- (ii) If the Bidder fails to accept the High Court's corrections of arithmetic errors in the Bidder's bid (if any), or
- (iii) If the Successful Bidder fails to sign the contract agreement with the Registrar General, High Court of Kerala, in stipulated time period or
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

**2.37 Bid Prices :-** The Bidder shall give the pricing as individual and as a total composite price inclusive of Good Service Tax (GST) etc. applicable to the project. The Tax components will be calculated separately. The High Court will correct arithmetical errors during evaluation of Financial Proposals on the following basis :

**a)** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Registrar General there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

**b)** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

**c)** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the Successful Bidder does not accept the correction of errors, its Proposal shall be disqualified and the next highest Bidder shall be invited for negotiations and finalization of the Contract / Agreement.

**2.38 Discounts :-** The Bidders are informed that discount, if any, should be included in the total price.

**2.39 Bid Validity :-** The bids shall remain valid for a period of 180 days from the opening of the Technical Bid. The validity period can be extended at the sole discretion of the High Court.

#### **2.40 Submission of Proposals :-**

2.40.1 All proposals should be submitted through **e-tendering website of Government of Kerala/High Court Website** by uploading necessary documents in strict compliance with this tender document.

2.40.2 The Bids and all correspondence and documents relating to the Bids, shall be written in the English language.

#### **2.41 Modification and Withdrawal of Bids :-**

2.41.1 The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving in writing, an intimation 7 days in advance.

2.41.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.41.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## 2.42 Local Conditions :-

2.42.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

2.42.2 The Bidder is expected to know all conditions and factors, which may have an effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The Registrar General shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.43 **Schedule of Events** :- The tentative dates for the schedule of key events of this tender are given as under :

Sl.No.	Events	Date
1.	Pre-Bid meeting at Judges Library, High Court of Kerala, Ernakulam, Kochi-682 031	15th January, 2018 at 11.00 am
2	Last date and time of proposal submission.	30.01.2018 at 3.00 pm
3	Date and time of opening of the Technical Bid at High Court.	03.02.2018 at 11.00am
4	Date & Time of opening of the Financial Bid at the High Court.	Date and Time would be intimated to the shortlisted Bidders, after Technical evaluation

2.44 **Opening of Proposal** :- The Evaluation Committee or its authorized representative will open the tenders.

## 2.45 Evaluation :-

2.45.1 The evaluation committee of the High Court would evaluate the bids based on the specifications and adequacy of equipment proposed to be installed at the Digitization Centre by the Service Provider.

2.45.2 The Registrar General reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.45.3 Any time during the process of evaluation, the Registrar General, may seek for clarifications from any or all Bidders.

## **2.46 Award of Contract :-**

2.46.1 The Registrar General, High Court of Kerala 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 Registrar General or his appointed representative on the date asked for at no cost to the Registrar General.

2.46.2 The Registrar General will notify the Successful Bidder its intention to award the work through "Letter of Award" mentioning the contract value. The time line for delivery of products and services will start from the date of issue of Letter of Award.

2.46.3 The Registrar General will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.

## **2.47 General instructions to the Bidders :-**

2.47.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the High Court is not reimbursable. All alterations, overwriting in the proposal should be authenticated by the initials of the authorized signatory.

2.47.2 Successful bidder must ensure his establishment in India and in Kerala and location mentioned above for services and support.

2.47.3 Canvassing in any form will lead to disqualification of the bid.

## **2.48 Bidders Liability of deployed manpower for the Project :-**

2.48.1 The entire financial liability in respect of manpower deployed in the High Court shall be of the Service Provider/Bidder and the High Court will in no way be liable.

2.48.2 For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labour Legislation in respect of manpower so employed and deployed in connection with contract in the High Court.

2.48.3 Service Provider/Bidder shall be solely 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.

2.48.4 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.

2.48.5 The persons deployed by Service Provider/Bidder shall not claim or be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the High Court during the currency or after expiry of the Contract.

2.48.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by Service Provider/Bidder shall not be entitled to and will have no claim for any absorption in the regular or other capacity in the High Court.

2.48.7 The personnel during course of their work shall be privy to certain confidential documents and information which they are not supposed to divulge to third parties / other persons. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider/Bidder as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of Contract.

2.48.8 Service Provider/Bidder 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 it in the High Court. The High Court shall have no liability in this regard.

2.48.9 Service Provider/Bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered for the High Court to the concerned tax collection authorities from time to time as per existing rules and regulations in the matter.

2.48.10 Service Provider/Bidder shall maintain all statutory registers under the Law. The Service provider shall produce the same, on demand by the High Court.

2.48.11 In case, Service Provider/Bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Registrar General is put to any loss /obligation, monetary or otherwise, the Registrar General will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of Service Provider/Bidder, to the extent of the loss or obligation in monetary terms.

## SECTION – III

### 3 TERMS OF REFERENCE (TOR) :-

**3.1 Brief Description of the Project :-** These Terms of Reference are for the turnkey project for Digitization of Artefacts at the High Court Library and porting of Data on Web enabled Documents Archival and Retrieval Information Management System (DARIMS) using DSpace/any other software. The High Court is looking for a turnkey Service provider who will scan and digitize rare records/books/ gazettes/ Office Circulars and other documents in the Legal **/A4/A5 or equivalent**, create the basic metadata and port the entire digitized collection into a DARIMS solution using DSpace/any other repository application through which the uploaded scanned documents can be managed, indexed, catalogued and searched. The documents hosted intranet must be retrieved and printed at office convenience. Considering the importance of the records to be digitized, all the records will be digitized within the premises of the High Court of Kerala and no physical document shall be allowed to leave the High Court of Kerala premises at any point in time.

**3.1.a.** The entire project being onsite - all infrastructure Hardware, Software, Desktop computers, scanners, cameras, other equipments including manpower required are to be arranged by the agency at their own cost. The solution provider/agency will take back the said equipments upon the completion of the assignment and will ensure complete deletion of data on equipment being taken back. Also, the solution provider will install the required software and all other systems and supporting software required to carry out the digitization work along with the team to carry out the digitization, indexing work and transfer complete source code of the Document Management System to Kerala High Court Server. However the Kerala High Court Library will provide the Space, Electricity and basic furniture. The work order in full or in part will be allocated to the Service Provider based on fulfillment of minimum requisite criteria mentioned in tender. The work involves the entire process of formal handing over to the creation of digital format with the desired level of indexing and provision of the data on the digital media file in duplicate as per the laid out specifications and recommended by the service provider in their solution.

**3.2 Objectives of Digitization :-** The need for preservation of old rare documents, coupled with need for improving accessibility (which can only be achieved by digital storage and an efficient database management retrieval system), enhance search facility, space saving and *reduces handling of fragile books and creates a backup for endangered materials* . The High Court proposes to use open source technology for its DARIMS and expects integration with LAMP environment, so also with proposed migration to 'MySql'/postgreSQL.

### 3.3 Broad Description of Kerala High Court Library Holdings that are to be Digitized

The Artefacts at the Library, High Court of Kerala comprises of  
a) old rare books

- b) manuscripts
- c) Gazettes.
- d) High Court publications
- e) Office Circulars

Most of the documents are of book pages largely in printed in **black colour**. Some parts may contain colours and very few books are in Malayalam language.

### 3.4 Estimate of Volumes :-

Artefacts/ Items to be digitized	* Approximate no. of pages
Old rare books . Manuscripts. Circulars Gazettes High Court Publications	Approximate 2.5 lakhs

**Note \* The Number of Items/Pages to be digitized may increase/decrease depending on final completion and financial availability.**

### 3.5 Description of Tasks

The High Court is interested in awarding the digitization work to a competent Service provider / Bidder on a turnkey basis, whereby the Service Provider shall be responsible for scanning and digitizing of the High Court Records, comprising Books, records, other documents of the Library etc., Creating basic metadata and port the entire Digitized collection into a DARIMS solution (using Dspace/any other software) through which the scanned documents can be catalogued, managed and searched and transfer complete source code of the Document Management System to Kerala High Court Server and see that the entire scanned data is available intranet (made available in 150 connections in laptop and desktop) for the use of Hon'ble Judges, Advocates and Library Office/public.

3.5.1 As part of the system study and analysis, the agency shall carry out to the minimum of the following.

- a) Before submitting the actual bid, the participating firms may carry out a preliminary study regarding the size, number of pages, quality of paper (old or new) etc.
- b) To study the existing software used systems of the High Court Library and and give suggestions for effective implementation

As a general principle, the Service Provider shall have the right to suggest and bring in all the required hardware, compatible software and supporting equipment to carry out the work and achieve the daily production and quality targets as specified by the High Court. The list and specifications of the equipment proposed to be installed by

the Service Provider at High Court of Kerala must be specified in the proposal.. Once the project commences, the High Court shall evaluate the Service Provider performance based upon the outputs provided and the High Court reserves the right to ask the Service Provider to replace any equipment (with similar equipment in better condition or superior equipment) if its output does not meet the requirements of the High Court.

### **3.5.2 The project comprises the following main components:**

- 1.** Rapid review of the type and condition of the artefacts to be digitized along with the catalogues and lists available with the Kerala High Court Library . (to be used for metadata) to gain a better understanding of the scope of work.
- 2.** Preparation of detailed action plan for digitization of each category of data along with detailed workflow for each type and category of holdings.
- 3.** Set up a fully equipped digitization facility in the High Court for carrying out the scanning and indexing work for different kinds of artefacts.
- 4.** Pilot Project covering all types of artefacts for the Digitization project.
- 5.** Batch Preparation and processing.
- 6.** Scanning and digitization of the archival material including metadata.
- 7.** Catalogue and portfolio of the scanned case files.
- 8.** Hyper linking of the documents and cross referencing.
- 9.** Quality checks and validation of digitized material and checking of catalogue data / index in coordination with the staff of the High Court.
- 10.** Restoration of original book/documents and hand over back to the High Court.
- 11.** Populating the databases in the DARIMS software of the High Court.
- 12.** Thorough testing of the solution and application.
- 13.** The Software and methodology to be adopted should ensure seamless integration with workflow followed in the software of High Court which under migration from LAMP to MySQL/PostgreSQL
- 14.** Development of Technical and User manuals.
- 15.** Preparing detailed specifications of all the necessary hardware, software, connectivity and supporting infrastructure required to run and maintain the DARIMS, after the Solution Provider takes his equipment back at the end of the



contract period, High Court shall procure the said infrastructure at its own cost.

**16.** Extensive training of the High Court staff to operate the solution.

**17.** Post Implementation Support as decided by the High Court.

3.6 The detailed description of the tasks to be performed by the selected Service Provider/vendor is mentioned below :-

**3.6.1 Rapid assessment :-**

**a)** The Artefacts are priceless but some are in poor physical condition. The Service Provider is expected to meet average daily minimum digitization target of 5000 pages of excellent quality. Keeping this target in mind, the Service Provider must acquire a thorough understanding of the Kerala High Court Library holdings and the manner in which the current systems and procedures work. This should enable the service provider to determine

- a) The type of hardware/software required for digitization of each category and kind of artefact / material or equivalent.
- b) The number of each such equipment.
- c) Location and layout of such equipment.
- d) The work schedule to achieve the task in the desired time frame.

**3.6.2 Detailed action plan for digitization of each category of documents.**

The High Court staff would be handing over the books/documents for digitization. The work of scanning and digitization will have to be done in the space given for the work of digitization. The High Court will provide the basic infrastructure like space, electricity /water and connectivity and basic furniture. The books/documents handed over must be duly signed by the Service Provider staff while accepting the Artefact. The Service Provider shall be responsible for returning all artefacts, bound books and registers in the same condition (as evidenced by the Batch Quality Form) as it received. An officer in charge from High Court would also be present (inside the Digitization Centre) for handling the document as well as providing assistance to the Service Provider. The Service Provider shall take care of all the artefacts, 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 High Court is in a condition suitable for working without damage. If a particular Artefact/ file / 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 Officer in charge.

**a)** Prepare a detailed work plan with the milestones and time lines for the digitization process for each category of archival material. This work plan once approved by High Court, shall form the basis of monitoring the progress of work on this project.

**b)** The work plan should also take into account the prioritization of the artefacts to be digitized as decided by the High Court.

**c)** Detailed workflow for digitization to include :-

- Procedure and workflow for collection and digitization of artefacts that is to be digitized.
- Document preparation and restoration
- Scanning methodology / image management/enhancement for each type of artefact.
- Quality Control, and rescanning procedures, including QA/QC steps for ensuring the desired quality of all images based upon parameters like :-
  - Image Clarity.
  - Confirm the pages of image with that of original.
  - Resolution.
  - Black band & blemish removal, if any
  - Deletion of blank and invalid pages.
  - Black marks removal.
  - De-skewing.
  - De-speckling.
  - Cropping (No content should be missing)
  - Image orientation
  - Indexing, metadata creation etc.
  - Initial storage of digitized content.
  - Catalogue of the documents.
  - Hyper linking in the documents.
  - Portfolio management of the scanned documents. Returning artefacts to storage media and submitting to the High Court for verification.
  - Developing workflow software specific to needs to High Court with watermarking and digital signature facility in complete open source software solutions wherein all the steps in the workflow can be checked and verified with the help of logs and report generation along with page count of uploading.

**d)** The Service Provider would be responsible for the safe upkeep and maintaining the highest level of confidentiality and integrity of all physical and electronic records. In case any artefact in physical or electronic form is found stolen, copied, damaged, corrupted, made use of in any form by anybody other than the High Court, the Service Provider will face civil / criminal proceedings, 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. For avoidance of doubt, acts of employees, associates, representatives, agents etc. of the Service Provider shall be deemed as acts committed by the Service Provider.

e) All equipment and their specifications related to the digitization project would be suggested by the selected Service Provider as part of its Technical Proposal.

f) All the equipment inclusive of Server(s) installed in the premises of the High Court or any other premises as desired by the High Court, must have an uptime of 99%. If the production server/ Web server is down beyond 1% measured on a monthly basis, a penalty of Rs 1,000/- (Rs One thousand only) per day will be imposed.

g) After successfully storing data on its own computer at the High Court premises to be identified by the Registrar General, the successful bidder shall transfer the same on the computer/Server/SAN storage so also on cloud to be provided by High Court, along with documentation, technical and user manual for proper archiving, storing and retrieval of the Scanned/digitized data for a minimum period of one year after completion of his work. The successful bidder shall suggest the configuration and the number of computers and other hardware for Archival and Retrieval of digitized data, including back up.

#### **3.6.10 Post Implementation Support**

a) Digitization is expected to be carried in the period of 1 Year. The Service Provider shall provide comprehensive post implementation technical support for at least one year as a part of the handholding exercise for the High Court staff.

b) The Service Provider should provide details of what is not covered as part of such technical support.

c) Post implementation support beyond the post completion may be considered at the discretion of the Registrar General, High Court.

#### **3.7 Software Licensing / Development :-**

All the software required for the Digitization of documents are to be brought by the Service Provider.

a) The bidder has to develop and supply two copies each of the software products along with the source codes. The software should use only open source technologies and run on Ubuntu Linux.

b) The bidder using the integrated software for Scanning/digitizing and document management or any other similar programme shall provide its license to the High Court. The software module should have multiple access with security features, with facility for updation of information etc.

c) It shall be the duty of the bidder to have all licensed software updated till the date as agreed upon in the contract.

d) The software to be used by the vendor for day to day work should not require High Court Registry to install any commercial/non-open source technology software in the servers/computers of High Court Registry.

e) The bidder shall keep in mind that presently LAMP environment based CMIS being used by High Court is about to migrate to LAPP(postgreSQL). Hence, development of software needs to be undertaken in this background and keeping in mind future needs.

### 3.8 Technical Specifications and Requirements :-

1. The Documents to be converted in requisite format will be provided in hard bound volumes/ / books/printed pages. The documents are of various sizes, with the largest measuring A3 and smallest measuring A5. The use of overhead scanners shall be advisable for digitizing the old rare books.
2. Unbinding of the archival documents is strictly not allowed.
3. The output should be of acceptable readability, reasonable accuracy, consistent in term of tone and color reproduction and use neutral common rendering for all images.
4. The final output should be in TIFF format and PDF format for all the documents. Back up file for each document should be supplied in uncleaned TIFF, Cleaned TIFF and in PDF format, with the pages collated as per the original sequence.
5. The high resolution PDF files should be optimized and delivery low resolution PDF files for hosting.
6. Uncompressed cleaned TIFF and PDF files should be devoid of digital noise, centering, skew, collating, and touch up (as is basis). The removal of digital noise will include removal of stain-marks, black border cropping, line removal etc to the maximum possible extent, while keeping the colour information intact.
7. The resolution of scanning should have minimum of 300 dpi (dot per inch) optical responses or resolutions with [Bit depths: Bit, not less than 8-bit Greyscale, or 24-bit Color (True color)].
8. Image Enhancement – Basic Enhancement Raster cleaning, black border cropping, line removal De-skew, De-Speckle Cropping & hole removal etc., to be carried out on each images for optimum images clarity.
9. The scanning specifications for text support - the production of a scan that can be

reproduced as legible at the same size as the original (at 1:1, the smallest significant character should be legible).

10. Cleanliness of Work Area, Digitization Equipment, and Originals like Scanners, computers, tables and chairs will have to be cleaned on a routine basis to eliminate the introduction of extraneous dirt.
11. The final scanned copy should be legible, with completeness, image quality (tonality and color), and the ability to reproduce pages in their correct (original) sequence.
12. Digital images should be created to a quality level that will facilitate OCR conversion to a specified accuracy level. This should not, however, compromise the quality of the images to meet the quality index.
13. The digitized images to be converted to searchable PDF format. The layout of the page should be retained.
14. A file-naming scheme should be established prior to capture. The same will be provided by the High Court of Kerala after consultation with the Service Provider.
15. The master files contain final documents should be stored as back up on portable hard disk.
16. Also, the solution provider will install the required software and all other systems and supporting software required to carry out the digitization work along with the team and transfer the completed work in running condition to requisite media.
17. The metadata for each document should be captured and created using International meta-data standards for specific fields to be provided by High Court of Kerala Library.
18. Uploading of digitized documents along with metadata on the Document Management System (DMS) on the High Court of Kerala Library server.
19. While preparing the metadata, Accession Number, volume and issue number, year, month and key words as suggested from the Library shall be included.
20. The updated version of the software used for digital archiving shall be provided to High Court Library free of cost.
21. Agency shall carry out customization of D space/any other software, indexing,

hosting intra house, retrieval and training the staff for using the archive. The documents hosted intranet can be retrieved, printed at the office convenience.

22. The data base shall be 'MySql'.

### **3.9 Scanners to be used:-**

The Quality / Conditions / Age / Nature of the documents, would determine whether to use (flatbed / book /Sheet fed /Overhead/ADF etc. Scanners) Given the condition of the artefacts, in some cases book /overhead scanners / plotter may be required viz. plans and like documents. For historically important documents the High Court shall endeavour to perform in-house scanning. 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 Registrar General or the Officer nominated by him. All images should be true colour representation of the original records. Generated PDF file should have provision for security features for the required outputs PDF. All scanned and digitized artefacts data is to be stored by way of images in Portable Document Format PDF/ A with adequate resolutions with free text search facility and ensure the readability and ease in retrieval including cleaning and spot reduction. The images so 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 later stage, if need be, in an old stored filed. The data so stored shall be in a non-editable form. Below are the mandatory specifications of required PDF / A File format.

The PDFs should comply with the following specifications:

### **3.10 PDF / A format (ISO 19005-1:2005):-**

- 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 / Color / Grey scale images retaining easy searchability, good view and print quality.
- Should be linearized PDF (as defined by PDF reference manual (ISO 32000-1:2008) to ensure faster web viewing.
- In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen of the device used.
- 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.
- Should be enabled for interactive use (applying digital signature in batch mode). Also, it should be possible to digitally sign these PDF files using free Adobe Reader.

- Both the PDFs, Lossless PDF / A for archival and compressed PDF.s for viewing, should be generated in a single step i.e. there should not be multiple / modules / processes for generating different type of required PDF outputs. Software should be capable enough of generating multiple type of PDF Files by selecting single source images for one time only.
- Automated Meta data insertion in the PDF files Metadata available in MS-Excel or Word text file should be inserted into the PDF file in a single step during the creation of the PDF file itself.
- Open Source digital signature software output should be signable without requiring any proprietary / commercial software solution.
- The metadata inserted inside the PDF should conform to the XMP specification for storing rich metadata. This will enable any content management system that support XMP to import this metadata as indexes.
- Multipage PDF/A output should be possible to be extracted for a particular document.
- The output needs to be compatible for digital signature with the help of any open source software solution without requirement of any commercial / proprietary solution either for making signature or verification or viewing the digitized document. Free Adobe reader signature compatibility should be ensured.
- Requirement specification of DARMIS implementation will be finalized by High Court Registry and I.T Section, High Court of Kerala.
- Security features for the required output PDFs All these security features should be applied 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.
  - Policy protected - it should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDFs.
  - The High Court should be able to change usage rights for PDF, even after the file is distributed to users outside the DARIMS.

- The High Court should be able to create a short term offline access to PDF by adding an expiration data after which the document can no longer be opened even when it is outside DARIMS.
- It should be possible to apply dynamic watermark on these PDFs based on the policy used to create the PDF.
- The viewing of the PDFs on Internet and Intranet should be secure.
- PDF documents when opened in any browser should be viewed with download / save disabled.
- These PDF files should be easily searchable on metadata using standard windows search utility on the local computer.
- The database created by the bidder shall be retrievable in Portable Document Format by the user. Necessary training for the retrieval of the database, Scanning/digitizing, storing and organizing is to be imparted to the staff of this Court.
- All Scanned / digitized paper files will be stamped and duly signed by the user indicating that the FILE IS SCANNED /DIGITIZED and the bidder will be fully responsible for any loss /damage of any document.



## SECTION – IV

### 4 CRITERIA FOR EVALUATION :-

#### 4.1 Evaluation of Technical Bids :-

Sl.No	Selection Criterion	Marks
1	<b>Experience of undertaking similar assignments / Projects</b> (Past credentials and organizational profile and reputation) and <b>implementation of document management system (DMS) software</b> .	150
2	<b>New Equipment Proposed to be installed at the High Court</b> (Servers, scanners, computers etc.)	100
3	<b>Approach and Methodology</b> (Including Project Approach, Methodology and Innovativeness; Work plan and Project Management, Data Metadata Portability and the Presentation to be submitted by the bidder in soft and hard copy )	150
4	<b>Key Personnel Deployed for the assignment</b> (Team Leader/Project Manager, Full time Domain Expert and other key experts proposed and their respective time committed for the High Court project)	50
5	<b>Different Certifications</b> like (CMMI Level 3, Level 5, ISO, Security standards certificates) etc.	50

- **[Note-1]** All the pre-qualification and technical specifications conditions are to be fulfilled by the bidders.
- **[Note-2]** The Technical proposals will be evaluated by the committee appointed by the High Court and they will select the bidders. The financial bids will be opened for shortlisted bidders only.
- **[Note-3]** Bidder should obtain minimum 350 marks for selection in the process of opening of the final bid.
- **[Note-4]** The decision of the High Court for finalization of the Bidders will be final.

## SECTION – V

### 5 PAYMENT TERMS :-

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

**5.1 Digitization of Archives - Transaction Based Costs :-** All payments shall be made based on work completed and approved by the Registrar General, High Court or the Officer nominated by him.

**5.2 Method of Billing :-** To receive payments, the Service Provider must submit an appropriately itemized invoice in triplicate to the Registrar General, High Court of Kerala for services performed.

**5.3 Method of Payment :-** Payment shall be made on satisfactory completion of each phase of the digitization work as mentioned below

- a) 15% of the total negotiated amount may be released after the first phase ie, complete scanning of documents supplied for digitization work in the Library.
- b) 15% of the total negotiated amount may be released after the second phase ie, conversion of scanned documents to PDF, PDF /A files.
- c) 70% of the total negotiated amount may be released after the satisfactory completion of all Digitization related works in the High Court Library as per the Terms of Reference.

However , the High Court reserves the right to make changes in the method of payment if found necessary. All the payments are made only after the completion of each phase of work. The Bidder is responsible for completing the scope of work specified in this Tender. The High Court may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory.

## SECTION – VI

### 6 GENERAL CONDITIONS OF CONTRACT (GCC) :-

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

#### 6.2 Performance Guarantee :-

6.2.1 The Successful Bidder will be required to furnish Performance Guarantee in the form of unconditional Bank Guarantee issued by any Nationalized / Scheduled Bank in India equivalent to 5% of the Contract Value valid for a period of one Year within 15 days from the date of contract.

6.2.3 The Performance Guarantee shall be as per the format approved by the High Court based on the Store Purchase Manual, 2013.

6.2.4 The Performance Guarantee shall be in favor of The Registrar General, High Court of Kerala and may be invoked to cover the Bidders failure to complete its obligations under the contract. 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 Bidders performance obligations, including any warranty obligations, under the contract.

6.3 **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.

#### 6.4 Rights of The High Court :-

6.4.1 The High Court reserves the right to make changes within the scope of the work at any point of time.

6.4.2 The High Court reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

#### 6.4.3 TIME SCHEDULE FOR COMPLETION OF THE CONTRACT

The successful bidder shall complete the assignment **within one Year** from the date of signing of contract.

6.4.4 The Service Provider shall ensure that the delivery of software Products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the

High Court reserves the right to either cancel the Contract and/or recover Liquidated Damages.

6.4.5 In the event the Service Provider experiences delays caused by third party vendors, the Service Provider may make alternate arrangements after intimating the Registrar General in writing of the likelihood of delay supported by evidence of failure of the third party vendor to deliver, The High Court on receipt of such intimation shall analyze the facts at the earliest and may in its sole discretion, extend the contract period as deemed reasonable.

6.4.6 Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i) Forfeiture of the amount secured by the Performance Bank Guarantee
- ii) Imposition of Liquidated Damages
- iii) Termination of the contract for default.
- iv) Blacklisting of the Successful Bidder.

**6.5 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.

**6.6 Modification and Waiver :-** No waiver of any provision of the Agreement shall be valid or binding unless in writing and executed by the Party against whom enforcement is sought. No waiver by any Party of any breach, or the failure of either Party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that Party's right to enforce and compel compliance with all terms and conditions of the Agreement, or to terminate the Agreement according to its terms. No modification or amendment of any provision of the Agreement shall be valid or binding unless (i) executed and delivered by the Parties hereto in writing subsequent to the date hereof, (ii) it specifically refers to the Agreement, and (iii) it specifically states that it is intended to, and shall take precedence over, the Agreement.

### **6.7 Confidentiality :-**

6.7.1 The bidder agrees that it will not disclose to any third party or use any Confidential Information of the High Court of Kerala, except as expressly permitted in this Agreement, and that the Bidder shall take all measures to maintain the confidentiality of all such Confidential Information in its possession or control.

Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure :-

- (i) of information that is in or enters the public domain other than by reason of a breach by the Bidder,
- (ii) of information that was in the possession of the Person prior to its disclosure to such Person, or

(iii) required by law, regulation, legal process, or order of any Court or Governmental body having jurisdiction provided, however, that prior to such disclosure, the Party who is required to disclose the information shall inform the other Party, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory / government authority. The provisions of this Clause shall survive the Term or earlier termination of the Agreement.

6.7.2 For the purpose of the Agreement Confidential Information shall mean to include;

(i) High Court of Kerala related, third party information, Intellectual Property Rights, proprietary technique, 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 Bidder has or gains access to at any time during the Term of the Agreement or which is available to the Bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form.

(ii) information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

6.7.3 At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures of the High Court of Kerala. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

6.7.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

**6.8 Intellectual Property Rights :-** Nothing contained herein shall be construed as conferring on the Bidder 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 Artefacts and any and all software and technologies developed by the bidder or commissioned by the bidder as 'work for hire'. All software and programs created or adapted for use in the digitization 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. All software licenses that the Bidder may need to procure shall be acquired in the name of the Registrar General, High Court of Kerala. All intellectual property in and to all the material produced, brought into existence, produced during the Agreement and the recording including but not limited to

(i) All artefacts, copy rightable works including digital copyright, typography rights, database rights (including rights of extraction) pursuant to this Agreement,

(ii) all documented solutions arising out of research and development, compositions, technical data, designs, drawings), all trademarks, service marks, logos and trade names, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations, and renewals in connection therewith shall vest solely with the High Court of Kerala. The Bidder 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.

**6.9 Liquidated Damages :-** If the Service Provider fails to perform the services within the time period(s) and unable to meet out the targets specified in the tender, the High Court, shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for delay of every week (seven days) or part thereof, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar General, may consider termination of the contract.

#### **6.10 Force Majeure :-**

6.10.1 Neither party will be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God.

6.10.2 If a Force Majeure arises, the Service Provider shall notify the High Court in writing of such condition and the cause thereof within 72 Hours. Unless otherwise directed by the High Court the Service Provider shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Service Provider shall be excused from performance of his obligations in

whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

#### **6.11 Termination :-**

**6.11.1 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, if any, of the Contract.

**6.11.2 Termination on account of Force Majeure:** The High Court shall have the right to terminate the Contract on account of Force Majeure and if Force Majeure conditions continue for more than 30 days.

**6.11.3 Termination on account of insolvency:** In case 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, then the High Court shall, by a notice in writing of 30 days or more have the right to terminate the Contract and all the rights and privileges hereunder, shall stand terminated forthwith.

**6.11.4 Termination for breach of contract:** In the event of any breach by the Service Provider, of its obligations hereunder, the High Court may issue notice in writing, demanding rectification within 30 days or more at the discretion of High Court; and failure to rectify the breach shall result in termination of contract. In that event, the Service Provider shall then surrender all the data and materials belonging to the High Court.

**6.11.5** The High Court, may at any time terminate the Contract by giving notice without assigning any reason. In case of such termination the obligation of the High Court to pay consideration for performance of the contract shall be limited to the amounts for work carried out till date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

**6.12 Arbitration :-** In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole Arbitrator appointed by Hon'ble the Chief Justice, High Court. The Arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the parties.

**6.13 Governing Laws and Jurisdiction :-** The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Ernakulam.

## SECTION – VII

### 7. SPECIAL CONDITIONS OF THE CONTRACT (SCC) :-

7.1 **General** :- In case of any contract between any clause in the Instructions to the Bidders given in Section II & the conditions given in General Conditions of Contract given in section VI, the conditions given herein shall prevail over those contained in Sections II and VI.

#### 7.2 **Equipment and Supporting Accessories / Software** :-

All the equipment / systems / items to be used for Digitization project to be installed shall conform to the relevant technical specifications and standards as approved by the High Court under advise of Computer Committee/IT Section, High Court. The equipment shall be new and in good working condition.

#### 7.3 **Site Acceptance Tests (SAT)** :-

7.3.1 The High Court shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Service Provider / Bidder to confirm that the performance of the entire installation satisfies the specification requirements. The High Court reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

7.3.2 The High Court reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance sign off of each location.

7.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipment with proper integration with other sub components, applications and software.

7.3.4 The Service Provider / Bidder shall carry out the Site Acceptance Tests in the presence and supervision of the Registrar General or an Officer designated by him at the site. Service Provider / Bidder, at its own cost, shall provide the testing of equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

7.3.5 The Registrar General or his nominee appointed as testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the Service Provider / Bidder to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

7.3.6 The Service Provider / Bidder shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to the High Court.



7.3.7 Any components or modules failing during the acceptance tests shall be corrected / changed free of cost by the Service Provider / Bidder. These replacements shall not be made out of spares supplied by the Service Provider / Bidder as part of supplies under this Contract. This shall also not entitle the Service Provider / Bidder to any extension of completion time.

7.3.8 The cost of all test and / or analysis shall be fully borne by the Service Provider / Bidder.

7.3.9 The completed installation at all stages shall be subjected to checks and tests as decided by the High Court. The Service Provider / Bidder shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

**7.4 Consignee And Security Of Equipments :-** Security of all equipment in the section where the Digitization work is in progress shall be the responsibility of Service Provider. In the event of any loss the Service Provider / Bidder shall be responsible for the same.

#### **7.5 Service Level Requirements – SLA:-**

7.5.1 Service Hours and Preventive Maintenance :- The Service hours for all the digitization work would be 9.30 a.m. to 5.30 p.m. on all office working days of the High Court. 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 I.T Section, High Court of Kerala.

## SECTION – VIII

### 8 SUBMISSION FORMS :-

**Note :** 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.

#### 8.1 General Submission Forms :-

Sl.No.	Criteria	Submission List	Attached with Deviation/No deviation(Y/N)
1	Covering Letter	Form G-1	
2	Certificate as to Corporate Principal	Form G-2	

#### 8.2 Technical Proposal Submission Form :-

Sl.No.	Criteria	Submission List	Attached with Deviation/No deviation(Y/N)
1	Experience of undertaking similar assignments/ jobs, credentials	Form T- 1 Form T- 2	
2	Broad Functionality of Scanning Digitization, software, to be deployed for Scanning Digitization work.	Form T- 3	
3	Project Approach, Methodology and Implementation strategy	Form T- 4 (Write up/Note) and copy of presentation.	
4	Digitization plan	Detail plan to be submitted	
5	Equipment(Hardware) Proposed to be installed at the High Court of Kerala	Form T- 5	
6	Work plan and Project Management	Form T-6	
7	Personnel (CVs)1	Form T-7	
8	Letter of Association (if Applicable)	Form T-10	

### 8.3 Financial Proposal Submission Forms :-

Sl.No.	Criteria	Submission List
1	Summary of Costs (With Breakup) with details (costs should include all of taxes & duties with breakup)	Form F - 1

The Bidder is required to submit resumes (CVs) of all key personnel it plans to mobilize for work at High Court.

## FORM G – 1

### COVERING LETTER

To,  
The Registrar General,  
High Court of Kerala,  
Ernakulam, Kochi.

Respected Sir,

We, the undersigned, offer to provide the Services for the Project for Digitization of the High Court of Kerala Library books, documents and records 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 consortium members or Joint Venture Agreement / independently.]

**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 [In case of any deviation or non-conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations].

**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 which only when approved by the High Court, shall be deployed for the project.

**d)** We undertake, if our Proposal is accepted, to initiate the Digitization Services related to the assignment not later than the Mobilization Date indicated in the Bid Data Sheet.

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

**f)** We undertake to carry out the activity of scanning and digitization within the High Court premises with all the required hardware, software and support services within

the pilot phase and carry out all scanning work within High Court premises or at any other premises as directed by the High Court.

**g)** 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 and that such permission may not be granted except in very rare cases and at the sole discretion of the High Court .

**h)** We undertake that at all stages and at all times, we will be fully responsible for - maintaining the confidentiality of all artefacts, assuring their safe upkeep, and assuring that no artefact (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 of Kerala.

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

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

Yours sincerely,

Authorized Signature [In full] :

Title 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 authorized)*

I \_\_\_\_\_ certify that I  
am \_\_\_\_\_

\_\_\_\_\_ of the Company under the laws of

\_\_\_\_\_ and that \_\_\_\_\_ who

signed the above tender is authorized to bind the Company/Bidder by authority of its governing body.

Signature:

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

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Along with Form G-2, a resolution passed by the Board of Directors in favour of authorized person is to be appended as mandatory compliance, in case the certificate is signed on behalf of the company.

**FORM G-3**

**AGREEMENT (Preliminary)**

Articles of agreement executed on this the ..... day of .....  
..... between the Registrar General (hereinafter referred  
to as the High Court of Kerala') of the one part and  
Shri.....  
..... (H.E. name and address of the tenderer)  
(hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No..... dated ..... the  
bounden has submitted to the High Court a tender for the .....  
specification therein subject to the terms and conditions contained in the said tender;  
WHEREAS the bounden has also deposited with the High Court a sum of  
Rs. .... as Earnest Money for execution of an  
agreement undertaking the due fulfillment 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 bounden is accepted by the High Court of Kerala and the contract for ..... is awarded to the bounden, the bounden shall within .....days of acceptance of his tender execute an agreement with the High Court incorporating all the terms and conditions under which the High Court accepts his tender.
2. In case the bounden 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 bounden 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 bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties 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 bounden and his properties 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 of Kerala may deem fit.

3. In witness whereof Shri..... (H.E. name and designation) for and on behalf of the High Court of Kerala and Shri..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....
2. ....

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....
2. ....



## FORM T – 1

### EXPERIENCE OF SIMILAR WORK

#### Project Detail Sheet (Serial No.)

<b>Project name</b>	<b>Approx. value of the contract (in Rs):</b>
Country:	Location within Country:
Name of Client:	Total No. of person-months of the assignment:
our firms role on the project : (Lead Firm / Consortium Partner)	Approx. value of the services provided by your Bidder under the contract (in current Rs.): Number of person-months provided by your Bidder:
Start date (month/year): Completion date (month/year):	Number of professional person months provided by the JV partners or the Sub-Service Provider /Bidders:

Address and Contact Details of Client: (Please provide email and mobile number of Client's representative who can be contacted for getting project details)

Name of Joint Venture partner or Service Provider / Bidders, if any:

Name of Joint Venture partner or Service Provider / Bidders, if any: Name of Senior Staff (Project Manager/Coordinator, Team Leader) employed by the Bidder and functions performed indicate whether regular full-time employees of the Bidder or part-time/independent

Narrative description of Project in brief:

Description of actual services provided by the Bidder in the assignment: Also mention the type of historical records digitized on the project, if any.

- For Digitization provide five best digitization projects executed by the bidder.
- Wherever possible, please enclose contract letters, agreements, project completion certificates and other similar papers to provide documentary proof for the Project Details Sheets that have been submitted.

**FORM T – 2**

**CREDENTIALS FOR DIGITIZATION**

**(ONLY FIVE BEST DIGITIZATION PROJECTS EXECUTED BY FIRM)**

Sl.No.	Clients Name	Project Period in Month	Records/ Books	Total	Name of the digitization project	Total Value of Digitization Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)

## FORM T – 3

### FUNCTIONALITY OF SOFTWARE TO BE USED FOR THE DIGITIZATION OF THE HIGH COURT DOCUMENTS

To submit the details that what software and applications will be used by service provider for the scanning / Digitization of High Court records. The same is to be assigned and handed over to High Court, after the completion of the task / work. For avoidance of doubt, the bidder shall provide details of which all software you will be using to execute the assignment. Break up of all relevant software required to execute the project (needs to be PHP+PostgreSQL) should be provided as a Separate Annexure called “Details of Software proposed to be Developed, Procured and Deployed” to be included both in the Technical Proposal as well as Financial Proposal. The Annexure in Technical Proposal should only give the technical details and NOT the prices, whereas the Annexure in Financial Proposal should also give the price breakup of each software item Provide details of all software and give sufficient description as to how the Bidder will:

- a)** Prepare and finalize work flow process software and generate various reports and logs with online verification.
- b)** Prepare and finalize the detailed work flow processes functionality that needs to be implemented within the DARIMS solution using Dspace/ any other repository application.
- c)** Integrate the Image Processing System within the DARIMS solution of the High Court using DSpace /anyother repository application.
- d)** Integrate the remote signing services like e-hastakshar with the help of its API, if required.
- e)** 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**

Describe the proposed approach and methodology for completing the assigned work for the project in not more than 20 pages (examples, detailed notes, standard handouts, company brochures, white papers, sample manuals etc. should be included as Annexure and therefore would NOT be counted in the 20 pages (A-4 size) limit for the main Technical proposal)

Include all the items detailed below :

**1. Project Management :** Outline your approach for designing, managing and implementation of this project keeping in mind the scope of work and the unique nature of the Kerala High Court holdings.

Include the following in your Project Management Methodology :

- a) Your Vision for the High Court of Kerala Digitization and Development and Implementation of DARIMS Software using D space/ any other Repository Application.
- 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. Artefact Digitization Methodology :** For each type of artefact describe the proposed process of scanning and Digitization, including the following details :

- a) Artefact preparation
  - i. Detail how you intend to prepare documents for scanning (include repairing, cleaning, etc).
  - ii. Highlight the staff and time requirements for this process and how you will maintain the required rates of scanning.
  - iii. Records Integrity and safety: Describe the procedure you would be following for safe handling and return of book.

**b) Scanning Methodology**

- i. For each category details the staff and equipment that will be used to capture the scanned image.
- ii. Describe the scanning process for each artefact.

**c) Creation of Indexing and Metadata**

- i. Describe the steps you would take for creation of metadata.
- ii. How would you 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**

**g) Portfolio Management of the documents**

## FORM T – 5

### EQUIPMENT PROPOSED TO BE INSTALLED AT THE HIGH COURT OF KERALA

Hardware proposed to be installed and used at the High Court Digitization Centre by the Service Provider

Artefacts	Artefacts Quality	Proposed Equipment/ Device(s) for Digitization	Key Specifications of Equipment/ Device(s)	Reasons for Selection of Equipment/ Device(s)
Rare Books	old	Good(A)		
		Fair(B)		
		Poor(C)		
Books Medium quality Paper		Good(A)		
		Fair(B)		
		Poor(C)		
Gazettes		Good(A)		
		Fair(B)		
		Poor(C)		
Office Circulars		Good(A)		
		Fair(B)		
		Poor(C)		

The specifications and features of the equipment proposed to be installed at the High Court Digitization Centre used for Scanning.

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 Registrar General has reason to believe that such equipment / device shall not be able to deliver the expected **Quality or Volume**.

Similarly, post contract award, in case the Service Provider wishes to replace any of the equipment/device it has proposed in its Proposal with another one, it can do so only after seeking prior written approval from the High Court and furnishing adequate justification for such a replacement.

The Registrar General, High Court will accord such an approval only if it is convinced that new replacement is superior to the one proposed to be replaced. The Service Provider will have to keep in mind that there are scanned records without meta data lying with the High Court and the same will be treated as part and parcel of the Artefacts.

**FORM T – 6**

**WORK PLAN**

**WORK PLAN AND PROJECT MANAGEMENT STRATEGY**

Sl. NO.	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
n														

**a)** Identify major risks and risk mitigation plan at the start of project and during the project implementation by individual milestone.

**b)** 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.

**c)** Duration of activities shall be indicated in the form of a chart .

**d)** Project Management software to be used for work planning the resource management.

\*Submit the complete plan.

**FORM T – 7**

**EXPERT TEAM AND SUMMARY OF CV INFORMATION**

Position Assigned	Name of Team Member	Consortium Partner (From)	Employment Status with Consortium Partner (full- time, or other) and duration	Education/ Degree (Year / Institution)	No. of years of relevant project experience	CV signature by (expert/ other)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

This plan is supposed to provide details of Key Personnel that the Service Provider plans to deploy at the High Court premises as well as its own office for executing the said assignment.

**FORM T – 8**

**LETTER OF ASSOCIATION(LOA)**

It is mandatory to sign a separate LOA with each consortium partner. LOA does not need to be on stamp paper.

Date:    /    /2017.

To,  
**The Registrar General,  
High Court of Kerala,  
Ernakulam,Kochi**

**Subject :** Letter of Association with <Lead Firm>  
**Project :** <Project Name>

Respected Sir,

With reference to the submission of proposal for the above mentioned project. <Associating Firm's name> is pleased to exclusively associate with <Lead Firm> for the captioned project and agree to provide all necessary local inputs, should the proposal be accepted.

We will take full responsibility for all the work that would be executed by us and / or hardware / software supplied by us and we understand the High Court of Bombay reserves the right to hold the <Lead Firm> or / and us legally liable for any issues pertaining to poor / non- performance for the same.

We hereby authorize <Lead Firm> to represent us for all contractual issues pertaining to this project and undertake to honor all commitments made by them for the contracting and execution of the said project.

Thanks and regards,

Yours Sincerely,

Authorized Signatory,

Designation:

Place:

Date:



## PRELIMINARY AGREEMENT

Articles of agreement executed on this the ..... day of .....  
..... between the Registrar General (herein after referred  
to as the High Court of Kerala) of the one part and  
Shri.....  
..... (H.E. name and address of the tenderer)  
(hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated ..... the  
bounden has submitted to the High Court a tender for the .....  
specification therein subject to the terms and conditions contained in the said tender;  
WHEREAS the bounden has also deposited with the High Court a sum of  
Rs. .... as Earnest Money for execution of an  
agreement undertaking the due fulfillment 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 bounden is accepted by the High Court of Kerala and the contract for ..... is awarded to the bounden, the bounden shall within .....days of acceptance of his tender execute an agreement with the High Court incorporating all the terms and conditions under which the High Court accepts his tender.
2. In case the bounden 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 bounden 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 bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties 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 bounden and his properties 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 of Kerala may deem fit.

3. In witness whereof Shri..... (H.E. name and designation) for and on behalf of the High Court of Kerala and Shri..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....
2. ....

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....
2. ....

## **BANK GUARANTEE FORMAT FOR FURNISHING PERFORMANCE SECURITY DEPOSIT**

In consideration of the **Registrar General, High Court of Kerala, Ernakulam** (hereinafter called High Court of Kerala, Ernakulam) having agreed to award the Kerala High Court Library digitization project as contemplated in Tender No.XXXXXXXX, to M/s. xxxxxxx (hereinafter called 'the said Service Provider / Bidder(s)') from the demand under the terms and conditions of an agreement made between the Service Provider and the Registrar General, Kerala High Court, acting for the High Court of Kerala (hereinafter called "the said agreement"), We (Name of Bank) hereinafter refer to as "the bank") at the request of **\*\*(Service Provider /Bidder(s))** do hereby undertake to pay to the High Court of Kerala, Ernakulam an amount not exceeding Rs.-----/- (-----) against any loss or damage caused to or suffered or would be caused to or suffered by the High Court of Kerala , by reason of any breach by the said Service Provider /Bidder(s) of any of the terms or conditions contained in the said Agreement.

We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur or protest, merely on a written demand from the Registrar General, High Court of Kerala by reason of breach by the said Service Provider / Bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider / Bidders(s)' failure to perform the said Agreement the sum demanded by the Registrar General if due to the High Court of Kerala.

1. We further confirm that the Registrar General may make multiple demands under this guarantee provided that the collective total of all demands will not exceed the total sum of Rs. ....-/- (In words).

2. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Registrar General, High Court of Kerala shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....-/- ( In words).

3. We undertake to pay to the Registrar General, High Court of Kerala any money so demanded notwithstanding any dispute or disputes raised by the Service Provider / Bidder(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider /Bidder(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the High Court of Kerala under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar General,

Kerala High Court certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Service Provider/Bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before six months after the expiry of the contract period from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) further agree with the Registrar General, High Court of Kerala that the Registrar General, High Court shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider / Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Registrar General, High Court of Kerala against the said Service Provider / Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider / Bidder(s) or for any forbearance, act or omission on the part of the Registrar General, High Court of Kerala or any indulgence by the Registrar General, High Court of Kerala to the said Service Provider / Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider / Bidder(s)/supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency.

Dated the \_\_\_\_ day of 2017.

for  
(Indicate the name of bank)

## Form F – 1

### FINANCIAL PROPOSAL

Please ensure that you only use the **Table A and B formats** provided below, without any modifications, additions or deletion. In case you wish to offer any services not covered in either of two table, please mention them separately as Table C and NOT as part of Table A or B. Table C, if any, shall not form a part of evaluation of Financial Bid Price.

**Table-A**

Sl. No.	Items to be Digitized	Units (Approximately)	Unit Rate (rate per image)	Taxes	Amount (₹) Total	Total amount
1	2	3	4	5	6=4+5	7=3X6
2	Scanning of documents, Cleaning, cropping , Creation of metadata & data entry	2.5 lakhs pages				
3	Installation, and Implementation of Document Management System(DMS) ie. Cost of uploading of the digital archive of 2.5 lakhs of Artefact with proposed new software and and its web enablement/ intrahouse hosting/					
4	Training on DMS	Per day				
5	Support & Maintenance for 1 Year	Per Annum				
6	Others Specify ,if any					

(The No. of pages to be digitized may vary depending on the availability of funds).

**Table-B**

Sl.No.	Software required for Digitization if any, like pdf writer etc	Unit Rate	Taxes	Total Amount (Unit Rate +Taxes)	Remarks

1. The Service Provider must provide complete detail of ALL software that are required to be brought by / developed for the execution of the High Court contract. Software(s) to be developed shall be open source.
2. The Service Provider must provide details of what all is included in their Technical support and ATS (both during and after the project completion) and what is chargeable as extra.
3. The Service Provider has to ensure that it uses only standard, internationally used RDBMS and other related software so that all data, images and metadata is fully portable into DARIMS application software / RDBMS etc. (at any point in time) without going through the existing DARIMS application.
4. The rates to be quoted should inclusive of all taxes and duties with detailed breakup.

**FORM: PQ-1**

**VENDOR / BIDDERS DETAILS**

Sl.No.	Description	Indicate also page number where attached
1	Name, address & telephone number of the agency/firm	
2	Name, designation, address & telephone number of authorized person	
3	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5	Copy of PAN Card issued by Income Tax Department and <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
6	Minimum <b>CMMI3</b> certification or above, ISO, Security Certification ( <b>Please attach copy</b> )	
7	GST Registration No. (Please attach)	
8	Latest Service Tax Return (Please attach).	
9	Experience Certificates of 5 years in providing digitization services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies.	
10	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft.: c) Date of issue: d) Name of issuing Bank:	

**FORM: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

(Location) \_\_\_\_\_

(Date) \_\_\_\_\_

From

(Name & Address of the Statutory Auditor)

\_\_\_\_\_

To,  
The Registrar General,  
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 **Rs. .... Crores** during the last three financial years.

SINo.	Firm	Year-1/Amount	Year-2Amount	Year-3/Amount

**Note: The minimum turnover of the vendor to be Rs. 5 Crores.**

Yours Sincerely,

*(Signature of Statutory Auditor)*

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:



**FORM: PQ-3**

**SIMILAR WORK EXPERIENCE**

(Location) \_\_\_\_\_  
(Date) \_\_\_\_\_

From

(Name & Address of the Bidder)

\_\_\_\_\_

To,

The Registrar General,  
High Court of Kerala,  
Ernakulam, Kochi.

**Subject : Project for Digitization of High Court Libray books/documents on Turnkey Basis.**

**Reference :**

We hereby declare and confirm that we, (Name of the Bidder), having registered office at \_\_\_\_\_(address) have successfully executed following projects of Digitization, software Development. We are providing the details below: (Note: add rows as required).

SI. No	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	Remarks

Yours Sincerely,

*(Signature of Authorized Signatory)*

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal :

**BID FORM (1 sheet)**

Tender No. : Date : / /2017

To,  
The Registrar General,  
High Court of Kerala,  
Ernakulam, Kochi

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Project for Digitization of High Court Library books/documents on Turnkey Basis for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled 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.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017

Name and Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorised to sign the bid  
for and on behalf of \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_ **Signature**

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## **C E R T I F I C A T E S**

### **WE CERTIFY THAT :**

- 1.** We will not DISCLOSE any information of the project contemplated in this tender by the High Court of Kerala to any other institutions/organizations, bodies.
- 2.** 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.
- 3.** The material / items offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
- 4.** The information furnished by us in the tender document is true and correct to the best of our knowledge and belief.
- 5.** 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.
- 6.** We will maintain 100% Confidentiality and Integrity of the High Court Database and software.

### **Authorized Signatory**

(Seal of the Company)

## PRE-QUALIFICATION CRITERIA FOR SOFTWARE

### SPECIFICATION:

Sl.No.	Pre-qualification criteria	Documents required
1	Bidder should be at least more than two years old service provider of proposed Document Management System in India or should be supported by more than two years old service provider of proposed DMS. He must have profound demonstrable experience and expertise in proposed DMS (D space/any other).The Bidder must be able give support irrespective of availability of community support for DMS.	Copy of agreement with OEM / stewardship owner or letter issued by OEM / stewardship owner of proposed Document Management System showing that Bidder / service provider or is working as service provider for proposed software for more than a year.
2	Authorized service provider should have demonstrable experience of implementing proposed major version of Document Management System (D space/any other) in Indian Judiciary/ Government Organization/PSU, Libraries directly or through partner	Documents substantiating the claim (Purchase order / experience certificate) issued by Court or Service provider working for claimed court.
3	Bidder need to submit at least 4 live internet URLs of proposed Document Management system being used for unlimited number of users in Central / State Govt/ PSU / Educational segment in India.	List of required URLs along with Institution's name to be submitted
4	Bidder / service provider of proposed Open source (FOSS) document management systems should have experience of implementing / customizing / maintaining proposed document management System with load of at least 50 lakh pages per instance. Out of which at least one instance should be done by bidder / authorized service provider directly for any central / state government /educational institution in India	Necessary documents substantiating bidder's claim to be submitted

5	High Court is looking forward for a pure open source (FOSS) document management system. Hence bidder need to submit the Internet URL of Open source document management system from where anybody can download source code of proposed DMS and implement it without any limitation. Also, bidder to submit URL of community forum where support for proposed open source solution is available by community and not specifically by OEM of software.	internet URL to be provided for downloading source code of proposed DMS
6	Bidder should submit compliance with screen shots of proposed functionality	Compliance document showing screen-shots of proposed functionality
7	Authorized service provider should have experience of implementing multiple User Interfaces technologies in Government sector directly for proposed version of Document Management System	Necessary documents to be submitted (PO & Experience certificates)
8	OEM or at least one development partner of proposed DMS should be CMMI level 5	Necessary documents to be submitted

## TECHNICAL SPECIFICATIONS – DOCUMENT MANAGEMENT SYSTEM

For each of the Functionality and Features outlined in the Functionality Matrix below, for each item you may further comment regarding your response. Bidder need to provide screen-shot of concerned screen of software for justifying compliance with requirements stated in specification sheet.

Sl.No	Requirements	Compliance (Yes/No)	Bidder Remarks
	<b>Architecture</b>		
1	Document Management Solution is capable of being deployed both in centralized as well as in decentralized deployment model (preferably Cloud based solution). The software solution should be on Web-Based Technology and capable of functioning over the Intranet and should support cloud interface for access by users, Virtual Private Network, and Internet Solution should be built on technology which is capable of running on Ubuntu server.		
2	Integrated Document Management Solution should be purely web based		
3	Integrated Document Management Solution should support multiple file formats i.e, PDF, Office files, Audio/Video etc.		
4	Integrated Document Management Solution supports leading Commercial and open source RDBMS i.e. Oracle, PostgreSQL etc.		
5	Integrated Document Management Solution supports bulk import & export of data as XML and CSV format.		
6	Integrated Document Management Solution has provision for defining and importing Thesaurus dictionary. It should keep provision for capturing all associated fields in meta data which would make search meaningful for information and administration.		

7	Huge files digital content should be stored in file servers (FTP Server) for efficient streaming and access.		
8	Should store metadata in RDBMS and electronic content on file system (SAN/NAS).		
9	Should provide a single unified platform for both paper & electronic records.		
10	Should have data backup and restore provision for regular backup of data		
11	Proposed solution provides context sensitive 'Help' Operation.		
12	Proposed solution should have approval mechanism before publishing any content on solution		
13	It should be possible to send advance alerts to users, if DMS is required to be shut down in planned manner		
14	Software has provision of adding metadata without Images/contents in DMS and same should be searchable in the software.		
15	Solution from OEM having industry standard certification like CMMI 5 should be preferred		
16	Should have provision of caching for faster search results		
17	Software should be mobile friendly and should have ready interface for mobile devices		
18	As per guidelines of Gol, proposed software should be bi-lingual and should be available in Malayalam Language as well.		
19	Proposed solution should come with open Rest APIs for enabling integration of solution with High Court's Case Information System for pushing and pulling the information between two systems.		

20	<p>Bidder need to implement proposed solution at two locations in parallel i.e. bidder need to deploy proposed solution in its servers and will upload digitized data on its software instance.</p> <p>Approved data uploaded on bidder's system should get replicated on High Court's system automatically.</p>		
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### Search

Sl.No	Requirements	Compliance (Yes/No)	Bidder Remarks
1	Provide searching facilities based upon: Any metadata field (content, author, source, names, subject tags, acts and sections, keywords, etc.).		
2	Provide search based on actual content of the Document & Records		
3	Software has inbuilt Thesaurus, for purpose of providing intelligent search. Provide Thesaurus based Search.		
4	Complex and multiple criteria based Boolean search.		
5	Should have provision of sorting the results based on relevance, submission date etc.		
6	Should have provision of defining number of search result required on page by any end user.		
7	Should have full text search facility on industry standard engines like 'solr', lucen etc.		
8	It should be possible for user to search a record in combination of full text search and metadata.		
9	Software should have faceted search mechanism, which breaks up search results into multiple categories, typically showing counts for each, and allows the user to "drill down" or further restrict their search results		



	based on those facets.		
10	For making solution more user friendly and easy to use, proposed software should have feature of predictive search i.e. software should provide suggestion when user start keying the alphabets in certain fields for search.		
11	Software should provide advance search options like Date Range Search, Proximity search, Fuzzy Text search		
12	For ease of use, proposed solution should highlight searched term in metadata in search results. It should highlight the PDF file in searched case file where searched term occurs. Followed by it, when user open PDF files from searched case file, searched term should get highlighted in the text of PDF file automatically.		
13	Bidder need to ensure that proposed solution should get integrated with leading internet search engine. So that user making search on open internet should be able to get relevant information from High Court's case repository in open internet search results.		

### Metadata

1	Integrated Document Management Solution should have no limitation on defining custom metadata fields.		
2	Should have extensive meta-data creation using comprehensive data entry templates.		
3	Integrated Document Management Solution supports associating metadata to books and documents		
4	Metadata should support Dublin Core, MARC21 standards.		

5	Server allowing harvesting of Metadata through OAI-PMH (Open archives initiative protocol for metadata)		
6	It should be possible to control vocabulary for purpose of adding keywords. User should get option of entering keywords from predefined vocabulary		

### **Security & Access Control**

1	Institutional archives both Open access and restricted access should be created from a single interface		
2	Allowing creation of Users, and User groups.		
3	Provision for multi-level security access for different access categories.		
4	Supports the movement of users between organizational units whereby their job roles and/or their access rights may change. The System has within it the concepts of job roles, and staff occupying those posts. In addition, the DMS must allow the definition of user roles, and must allow one or more users to be associated with each role.		
5	Provide Access Control based secure access providing View Document & books, View Metadata, Update Document , Update Record Metadata, Modify Record Access; Destroy Record should be configurable by the Library Office.		
6	Allows Multiple User Access levels and Authorization of Users depending on Roles		
7	Software should have LDAP based authentication method.		
8	It should be possible for users to register itself in DMS and also it		

	should be possible for administrator for creating users in system		
9	It should be possible for system administrator to define group admin or cabinet level admins in system		
10	It should be possible to define rights like read, write, read metadata, read items, modify cabinets or assets uploaded, delete items etc. (necessary screen-shots to be submitted)		
11	It should be possible to provide access rights to users on Item Metadata, Metadata & Files both and completely making private item i.e. neither metadata nor files should be searchable or visible to un authorized users		
12	There should be provision of putting documents access request copy by users not having access rights on digitized files of a particular file. And authorized users should be able to grant or deny such access request.		

**Content Viewer**  
**Document Viewer**

1	Proposed DMS should come with inbuilt viewer for viewing the PDF files using browsers on multiple platforms i.e. laptop / mobile / tablet etc. Viewer should support multiple rendering technologies i.e. flash and HTML5 for easy display of contents on new and old browsers.		
2	Viewer module should be intelligent enough to understand browser's technology and display the document in best suited technology		
3	It should be possible for users to make full text search on O Cred documents in viewer		
4	Proposed solution should have basic accessibility features like zoom in / out, go to page etc. functionality		

5	Solution should be capable of displaying document without providing option of downloading the document on multiple platforms like Windows, Linux, Android, Apple etc.		
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**Rich Media Content Streaming /Viewing**

1	Proposed solution will act as central content repository for past and future contents. In future, High Court may also receive some contents in Audio / Visual form. Hence it proposed solution should also support server based viewing and streaming of Rich media contents. Solution to support following specifications		
2	Support video formats like: HLS, MP4, WebM and OGG		
3	Bitrate switching: Automatic and/or manual switching to the most suitable video quality.		
4	Should be deployable on multiple server platforms like RHEL, Ubuntu, Windows server etc.		
5	Support Flash and HTML5 based browsers		
6	Compatible with multiple devices like Laptops, Tablets, Mobile etc.		
7	Internet URL of application implemented /maintained by Bidder / authorized service provider demonstrating live implementation of proposed viewer		

**File View**

1	Proposed viewer module should have option of showing each PDF / video files attached with each book in individual form.		
2	Proposed DMS should also provide option of showing all attachments i.e.		

	PDF/Video in a single window mode, where names of PDF/Video can appear as bookmarks on left hand side of window and user can click on each of hyper link and corresponding file should open in document window.		
3	Viewer module should be able to show PDF,Audio, Video files in same window and there should be no need of opening different windows for different file formats.		
4	All files should be displayed within browser and should not allow users to download it on the local desktop		
5	Bidder should submit at internet URL of D space or any other software implemented by it / authorized service provider supporting bidder demonstrating functional state of this module with proposed version of Document Management System.		

**Browser based batch data upload tool**

1	It should be possible to upload metadata and digitized pages using browser based batch data uploading mechanism		
2	Module should be part of proposed DMS and should be accessible in software. There should not be the requirement of accessing this module as an external module (outside the core application)		
3	Since there is possibility of change in indexing parameters in future, there should be no need of doing any kind of code customization even if there is change in indexing parameters (Approach for achieving this requirement should be detailed in compliance.)		

4	Proposed module should have easy process for batch uploading of data i.e, it should be possible to attach metadata and corresponding digitized file as single file in module and rest of activities should be performed automatically by software.		
5	Proposed module should be intelligent enough to determine whether content getting uploaded in a particular section should go in quality control workflow or it should get published directly for public access.		
6	Bidder should submit at least one live internet URL of D space or any other implemented by it / authorized service provider supporting bidder demonstrating functional state of this module with proposed version of Document Management System.		

### Performance Benchmarks / Test

1	High court is looking for a tried and tested solution which should be running in multiple leading Government Institutions within India. It should also include Courts. Apart from references from various institutions, Bidder need to provide tool for testing performance of proposed solution on more than 100 number of user load on system.		
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### Key Points of Solution

1	There should be provision for making a record available to user without login in the system		
2	As per guidelines of Gol, proposed software should be bi-lingual and should be available in Malayalam Language as well.		

3	Software should have option of applying multiple themes for the interface.		
4	High Court should be able to customize the interface of proposed solution as per its requirement. Bidder need to submit multiple designs of interface.		
5	Proposed solution should come with open Rest APIs for enabling integration of solution with High Court's Case Information System for pushing and pulling the information between two systems. Bidder to submit necessary documentation in this regard		
6	It should be possible to customize the look and feel of each work area of DMS in separate manner. i.e. each work area should have separate theme.		
7	Should provide software solution's performance benchmarking tool along with proposed DMS		
8	Software should have facility of website like browsing for creating user friendly interface.		
9	Proposed system should have adaptive viewer with which should be compatible with old system on flash and new systems on HTML5 platform. Specifications provided above must be adhered.		
10	Proposed solution should be capable of hosting audio / video contents and should do server based viewing and content streaming as well as per specifications provided above.		
11	OEM / at least one of the core development partners of proposed DMS should be at least CMMI level 5.		
12	Software has inbuilt Thesaurus, for purpose of providing intelligent		

	search. Provide Thesaurus based Search.		
14	For ease of use, proposed solution should highlight searched term in metadata in search results.		
15	It should highlight the PDF file in searched case file where searched term occurs. Followed by it, when user open PDF files from searched case file, searched term should get highlighted in the text of PDF file automatically.		
16	Bidder need to ensure that proposed solution should get integrated with leading internet search engine. So that user making search on open internet should be able to get relevant information from High Court's repository in open internet search results.		
17	Proposed DMS has well established online support system in terms of Forums / Blogs in order to provide independence to Bidder for taking support at any time. Bidder should provide link for such forum/blog in compliance. This is a must condition from support perspective.		
18	The offered DMS has open data portability and should have ready API SDK for enabling Archive to integrate DMS with any other application in future. Same need to be demonstrated during demonstration. Bidder to provide URL of Open APIs available on open internet, which should be accessible directly by user without any prior permission from OEM of proposed DMS		
19	Proposed solution should have approval mechanism before publishing any content on solution		
20	Solution offering delivery of source code of solution to HIGH COURT and having no restriction on user licenses		



	should be preferred		
21	Allows Versioning - Users can upload multiple versions of the same file		
22	It should be possible for High court to have unique URI for each documents that high court officials can share		
23	Should have full text search facility and same should be built using 'lucene' , solr which makes it very easy for anybody to find any item within a very short span of time.		
24	It should be possible for user to search a record in combination of full text search and metadata.		
25	Ease Of Access: The level of effort required in order finding, organizing access to use it is very minimal by using various Browse options.		
26	Faster Search & Retrieval: Users can search for any item via a single field interface i.e. by inserting value in Google like single field; DMS should provide search results from full text, metadata fields and storage hierarchy.		
27	An Advanced Search option giving multiple fields search is also required.		
28	Software should provide advance search options like Date Range Search, Proximity search, Fuzzy Text search		
29	Hierarchy to manage contents (i.e. Primary Cabinet Level, Sub Cabinet, Folder, and Items)		
30	It should be possible for authorized users to define time based security rules for certain documents i.e. while uploading documents in the system, user should get option of defining access restriction time period on uploaded file and after given time period restriction,documents should become accessible to authorized users as per access rights given on complete cabinet / folder. Necessary screenshots		

	explaining this process in software should be provided.		
31	Proposed Software should store the uploaded files at backend in such manner that it should be possible for Archives to port this data in any other system without using DMS or any of its components like export tool.		
32	Bidder need to implement proposed solution at two locations in parallel i.e. bidder need to deploy proposed solution in its servers and will upload digitized data on its software instance. Approved data uploaded on Bidder's system should get replicated on High Court's system automatically		
33	It should be possible to implement solution in high availability mode in order to ensure business continuity. Bidder should implement solution at HIGH COURT in high availability mode.		
34	In order to ensure continuous and smooth support for proposed software, bidder need to have proven capability for supporting the solution and should produce necessary documentary evidence in this regard i.e. certified resources / organization level certification etc. or else bidder may obtain support from service provider for proposed software in India		
35	It should be possible to define required indexing fields in software for performing necessary indexing of documents.		
36	Proposed solution should have at least 4 live references in Central / State Govt. / PSUs / Autonomous bodies in India. Bidder to produce live Internet URLs of these references, which can be validated by High Court committee directly on open internet.		