# THE GAUHATI HIGH COURT AT GUWAHATI

# NOTICE INVITING TENDER FOR SCANNING/DIGITIZING THE RECORDS

- 1. Sealed Tenders affixing Court fee stamps of Rs.8.25 (Non-refundable) and Rs.1000/-(Non-refundable) as Processing fee by way of Bank Draft in favour of Registrar General, Gauhati High Court, Guwahati, are invited for Scanning/digitizing the record of the Gauhati High Court (Legal/A4/A0) consisting of approx. 100,000 pending files or 2,00,00,000 pages, on actual work basis.
- 2. The tenderer shall scan and digitize the record using the state of the art equipments at Gauhati High Court in the space made available to the tenderer for the purpose of scanning/digitization.
- 3. The interested persons can inspect the records lying in the Record Rooms and Judicial Branches as also the place to be provided for the purpose after contacting Registrar (Admn.) during office hours.
- 4. The tenderer must own Scanning/digitizing, indexing, storing and retrieval facility setup.
- 5. The tenderer must have adequate experience of having Scanned/digitized, indexed stored and provide retrieval facility for documents and must provide proof for this.
- 6. The tenderer must have annual turnover of not less than five crores Rupees during the past three financial years out of which at least one crore should be of scanning/ digitization work and the balance sheets of the relevant period shall have to be provided.
- 7. The tenderer will indicate separately for each of the past three financial years, turnover, if any, from scanning and/or digitization of records. The tenderer will submit certificate from its Chartered Accountant, certifying its annual turn over, in last three financial years, from the scanning and/or digitization of records alone.
- 8. The bidder should be registered with the Service Tax Department and must carry a valid PAN number from the Income Tax Department.
- 9. Details may be obtained from the Gauhati High Court website www.ghconline.gov.in.
- 10. Tenders in complete will be received on or before 2915 March, 2014..... during office hours by the under signed.

Deputy Registrar (Finance)

#### **SCOPE OF SCANNING AND DIGITIZATION WORK**

- 1. Batch Processing, Archiving (Scanning and Storing into image/digital form/Searchable PDF) and Retrieval.
- 2. Receiving files by the tenderer(s) from Gauhati High Court staff.
- 3. Preparing the files for digitization purpose, i.e., removal of tags, pins, etc.
- 4. Digitization and Storing the Data in digitized form with mirroring facility and one additional back-up on hard disk drive.
- 5. Documents/pages identified by the Registry or which are either torn or not in a proper condition or illegible should be converted in to machine readable text format (ASCII or Text mode) by OCR (Optical Character Recognization) Process or by data entry through keyboard typing.
- 6. Indexing the stored digitized data.
- 7. Handing over the files back to the Gauhati High Court staff in their original condition.
- 8. Handing over the slotted digitized data on appropriate electronic media to Gauhati High Court.
- 9. Providing licensed updated software to the Gauhati High Court.
- 10. Transferring the stored digitized data on the hard disk of Gauhati High Court Computers.
- 11. Imparting of adequate training to the staff of this Court for (1) archival (scanning and storing) (2) retrieval and printing.
- 12. Full maintenance and support for one year after the completion of the work.
- 13. The software and the methodology to be adopted should ensure seamless integration with the existing workflow system of the Gauhati High Court.

#### **TERMS AND CONDITIONS**

- 1. The tenderers are required to quote their lowest per page rate for digitization and scanning.
- 2. The rates so quoted should be all inclusive. The available space and electricity will be provided by the Gauhati High Court Registry, free of charges.
- 3. The Rates offered should be valid preferably for two years but in any case for not less than one year.

- 4. Each tender should be accompanied with a Bank Draft for Rs.50,000/- (Rupees Fifty Thousand only) as earnest money, drawn in favour of the Registrar General, Gauhati High Court, Gauhati, This deposit will be refunded to the unsuccessful tenderers on their written request without any interest.
- 5. The successful tenderer shall have to make security deposit of Rs. 2,00,000/(Rupees two lakhs only) within a week of the receipt of the intimation of acceptance of their tender.
- 6. The tenderers qualifying the eligibility criteria will be required to give a live demonstration of work.
- 7. If the tenderer is already doing the Scanning/digitizing work on 'job work basis' in any Government department or in any reputed private firm, name, address and telephone number of the same may be mentioned.
- 8. The successful tenderer shall compile and make an instruction manual for Scanning/digitizing, storing and retrieving operations and the same shall be provided to the Gauhati High Court for use of its staff for carrying out the operation of Scanning/digitizing and retrieval.
- 9. The tenderer shall have to arrange its own staff. The Gauhati High Court would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the Gauhati High Court and the staff of the tenderer.
- 10. The tenderer should have its own sufficient latest state of the art Scanners/Computers, other equipments/parts, sufficient infrastructure and qualified professionals in Gauhati. Some documents are in the forms of big Maps/Plans etc. Arrangement of scanning for the same should also be made. The hardware including the scanner will be approved by the High Court.
- 11. The Registry of the Gauhati High Court reserves the right to deny entry to any staff member of the tenderer, if so deemed appropriate by it.
- 12. The successful tenderer shall not depute any such person in Gauhati High Court who is a party to a litigation pending in this Court.
- 13. No person engaged by the tenderer shall claim any right of employment, contractual or otherwise, with the Gauhati High Court.
- 14. The tenderer will comply all Acts and/or Rules and Regulations framed by Government of Assam or Government of India relating to the work and employees and the Registry will not be answerable for the terms and conditions of employment of the staff engaged or the work undertaken by the tenderer.
- 15. The tenderer will ensure that the staff engaged is disciplined and maintains full decorum of the Court.

- 16. The hardware is to be installed by the tenderer, after it is approved by the High Court of Gauhati. Once it is installed it will not be allowed to be taken away by the tenderer, without express permission from the Gauhati High Court.
- 17. In Gauhati High Court premises, the successful tenderer shall undertake the job of Scanning/digitizing only for the Gauhati High Court.
- 18. The successful tenderer shall make arrangements for daily check up of the Scanners at his own cost and shall keep all the scanners in perfect working condition at all times, so as to ensure smooth running of work. In case of failure of any scanner, the tenderer shall have to make alternative arrangement immediately so that the work does not suffer.
- 19. The Scanning/digitizing of documents shall not be stopped on any ground, whatsoever.
- 20. Continuance of the contract and payment of the work done shall be subject to satisfactory performance report to be submitted by such officers as are appointed by the Gauhati High Court for regular as well as random checking and further subject to the tenderer fulfilling all the terms and conditions of the contract. The contract may be cancelled at any time without assigning any reason for the same. The decision of the Registrar General, Gauhati High Court, in this regard shall be final and binding.
- 21. The tenderer may be allowed to do the scanning/digitization work on all working days between 8.00 A.M. to 8.00 P.M. only. In case the tenderer wishes to carry on the job on holidays and during odd hours, necessary permission in writing is to be obtained by the tenderer form the Registrar (Administration), Gauhati High Court. The tenderer may carry on the job during winter/summer holidays/Gazetted holidays.
- 22. The Registry will provide the files to the authorized representative of the tenderer, supervising the Scanning/digitizing work, on day to day basis under proper receipt and it will be the responsibility of the tenderer to accomplish the task of scanning/digitization after following all the processes, namely Unbundling, Rebundling, Super Indexing, Scanning/digitizing, Splitting and Merger, Page numbering, Storing, Retrieval, etc.
- 23. It will be responsibility of the tenderer to return the file to Gauhati High Court staff under acknowledgement in the same shape and condition in which it was taken.
- 24. The tenderer will ensure that the documents/files handed over to it are kept in proper condition and no document is soiled/lost/misplaced/damaged.
- 25. The tenderer after successfully storing the data on its own computer shall transfer the same on the computer/server to be provided by the Gauhati High Court along with the documentation, technical and user manual. However, the tenderer shall be fully responsible for the proper archiving, storing and retrieval of the Scanned/digitized data for a minimum period of one year after completion of his

- work. Tenderer shall suggest the configuration and the number of computers and other hardware for Archival and Retrieval of digitized data, including back up.
- 26. Complete secrecy and confidentiality is required to be maintained by the tenderer and his employees.
- 27. The tenderer shall not be allowed to take away any file/record etc. either in the shape of hard copy or soft copy and the work is to be carried out in the Gauhati High Court itself.
- 28. The tenderer has to develop and supply two copies each of the software products along with the source code. The tenderer has to develop the software specific to Gauhati High Court needs, with water marking and digital signature facilities.
- 29. The tenderer using the integrated software for Scanning/digitizing and document management or any other similar programme shall provide its license to the Gauhati High Court.
- 30. The software module should have multiple access with security features, with facility for updation of information etc.
- 31. The Gauhati High Court will have the copyright on the product format, concept layout and design. The Gauhati High Court will have exclusive rights to use it anywhere, in any manner.
- 32. It shall be the duty of the tenderer to have the licensed software updated from time to time and provide all possible assistance/help during the scanning/digitization work.
- 33. Time is the essence of the contract and the tenderer shall adhere to the time schedule and deadline as prescribed by the Gauhati High Court for execution of the work.
- 34. On the completion of the work, the tenderer shall hand over the latest licensed updated software and also the database to this Court which shall become the property of Gauhati High Court for all intents and purposes.
- 35. Licensed copy of the application software and database design as may be developed by the tenderer or its employees for and during execution of the work shall vest in Gauhati High Court and the tenderer shall execute necessary documents for the same and also get an assignment from its employees, in favour of Gauhati High Court.
- 36. Presently the Gauhati High Court is using MS SQL SERVER 2005 (Relational Database Management Systems) and software developed by the tenderer should ensure seamless integration with the existing workflow based system by the tenderer or any other database which the High Court may adopt in future.
- 37. The database created by the tenderer shall be retrievable in Searchable Portable Document Format (PDF) by the user. Necessary training for the retrieval of the

- database for the Scanning/digitizing storing, organizing and retrieval is to be imparted to the staff of this Court.
- 38. The retrieval parameters will be finally decided by the Gauhati High Court in consultation with the tenderer(s).
- 39. The data is to be stored by way of images in Searchable Portable Document Format (PDF) with adequate resolutions to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirements of Gauhati High court and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
- 40. The digitization software should be web enabled.
- 41. The Scanned/digitized record will be the property of the Gauhati High Court. The Vendor shall have no right, title or interest in it and shall not use it in any manner.
- 42. In case, the tenderer finds any original document, which is in a very bad condition, it will make its best efforts to take out better print (either by typing on a separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant database. The original papers shall however be retained in the main file.
- 43. All Scanned/digitized files will be stamped and duly signed by the user indicating that the "FILE IS SCANNED/DIGITIZED AND DULY RECONSTRUCTED" and the tenderer will be fully responsible for any loss/damage of any document.
- 44. At the end of every month, the tenderer will hand over the complete Scanned/digitized data to Gauhati High Court –one copy on computer system and two copies on USB HDD.
- 45. If it is found at any time that the Scanning/digitizing, indexing, storing or retrieving has not been done in accordance with the agreed terms and conditions, the Registry of the Gauhati High Court shall be entitled to withhold further payment of the Vendor and forfeiture of the Bank Guarantee.
- 46. The tenderer will be required to digitize minimum such number of pages as may be fixed by the High Court from time to time subject to maximum of 20 Lakh pages every month. The staff of the Registry of the Gauhati High Court will do random checking of the work being done by the tenderer and in the event of the tenderer not executing or completing the minimum decided volume of work, Gauhati High Court may impose a penalty @ Rs.1 per unfinished page and require the tenderer to clear the backlog in succeeding month in addition to the recovery of other losses and damages that it may suffer, besides terminating the contract and getting the work executed at the cost and responsibility of the tenderer.
- 47. The tenderer will ensure confidentiality of the documents handed over to it.

48. The tenderer will ensure that the space provided to it by the Registry is not misused in any manner.

49. Payment for scanning/digitization work done under the contract shall be made on quarterly basis, subject to statutory and other deductions and penalties if any levied and damages if any recoverable under the contract provided that the work has been done as per agreed terms and to the satisfaction of Gauhati High Court. The

tenderer will be responsible for liabilities of all kind including local and other taxes.

50. Over-writing/over-typing or erasing of figures is not allowed and shall render the

tender invalid.

51. The Registry, in its discretion, reserves the right to reject or accept any or all the

tenders partly or completely at any time without assigning any reason thereof.

52. The work may be awarded to one or more tenderer(s) as the case may be at the

discretion of the Gauhati High Court.

53. An appropriate agreement will be executed by the tenderer with the Registry, on the

agreed terms & conditions. The Registry in its discretion reserves the right to cancel

the contract at any time without assigning any reason.

54. The tenderer should submit the bids in two Parts - "Part I-Technical Bid" & "Part II-

Financial Bid" as per Annexure 'I' and 'II' attached herewith. In case, the tenderer is

found not suitable in Technical Bid, his financial bid will not be opened.

55. The Registry will deal with the tenderer directly and no

middlemen/agents/commission agents etc. should be asked by the tenderers to

represent their cause and they will not be entertained by the Registry.

56. In the event of termination of Contract, Gauhati High Court shall be entitled to forfeit

the security deposit forthwith, either full or in part, apart from taking such legal

remedies as per available Law. The tenderer shall thereupon remove all its

equipments and material forthwith and hand over the judicial and other records,

which are in its possession. The tenderer shall also leave the digitized data, which

will be the property of Gauhati High Court.

Interested parties may send their tenderers in sealed covers, superscribing as 'TECHNICAL

& FINANCIAL BID' FOR SCANNING/DIGITIZING OF RECORD so as to reach on or before

29:03.2014..., during office hours.

Deputy Registrar (Finance)

Enclo: Annexure I & II

### ANNEXURE - I

- 1. Description/Name of the Vender (including legal status, ownership etc.)
- 2. Number of Servers (with configuration and OS) you plan to install.
- 3. Number of Desktop systems (configuration & OS) you propose to install.
- 4. Number of Scanners to be installed) with Scanning/digitizing speed, Duty cycle and other features).
- 5. Other Hardware equipment you propose to provide/use.
- 6. Number of technical persons to be deputed by you for the work (with details of their educational qualifications, experience, functions, etc.)
- 7. Number of non-technical persons to be deputed by you (with details of their educational qualifications, experience, functions, etc.)
- 8. How much space you require to execute the work?
- 9. How long you estimate to complete the work in all respects?
- 10. What would be the output/day in terms of number of pages that can be scanned/digitized, indexed, stored and retrievable?
- 11. What is the Software you propose to use for scanning/digitizing, indexing, storing and retrieval?
- 12. What facilities you expect from the Gauhati High Court in executing the work?
- 13. List your clientele with amount of work completed, their addresses and contract person's details.
- 14. The vendor understanding of the project requirements and the proposed total solutions.
- 15. Main features of proposed solution and any area of risk.
- 16. Maintenance and technical support services to be provided after supply of the software.
- 17. Methodology to be used for Scanning/digitizing.
- 18. Steps to prevent accidental or intentional destruction of software and data.
- 19. Installation and handover of software to Gauhati High Court.
- 20. Any other relevant information. (The information required is not exhaustive. Vendors are requested to include all information that may be necessary for such type of projects).

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## **ANNEXURE-II**

- Quote the rate per page irrespective of the page size.
   Rates so quoted shall be inclusive of all inputs such as Scanning/digitizing, indexing, storing, hardware, software cost, manpower, storage media, training or any other cost involved in the execution of work.
- 2. Warranties and Guarantees.

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