

SUPREME COURT OF INDIA

ADMN. MATERIALS

F.No. 2/Scanning/2021/SCI(AM)

Dated: 01.11.2021

NOTICE INVITING TENDER FOR AWARDING
CONTRACT FOR SCANNING/DIGITIZATION OF
RECORDS OF THE
SUPREME COURT OF INDIA

Supreme Court of India
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Table of Contents

1. INVITATION OF TENDER.....	3
2. KEY DETAILS.....	4
3. SECTION – I.....	6
4. SECTION – II.....	7
1. INTRODUCTION:.....	7
2. OBJECTIVE:.....	7
3. DEFINITIONS.....	8
4. WORKFLOW & PROCESSES.....	11
5. SECTION – III.....	24
1. PRE-QUALIFICATION (PQ) CRITERIA: As per Annexure- IX.....	24
2. EVALUATION PROCESS: The bids shall be broadly evaluated on the following parameters, terms, and conditions:.....	24
6. SECTION – IV.....	26
1. GENERAL INSTRUCTIONS.....	26
2. SPECIFIC INSTRUCTIONS.....	29
7. ANNEXURES.....	43

INVITATION OF TENDER

Scanning/Digitization work service providers may send their lowest sealed tender bids in **three (03) separate sealed envelopes** containing and superscribing (i) Technical Bid (**Annexure VIII, IX**), (ii) Financial Bid (**Annexure-I**) and (iii) Bid Security Declaration Form (**Annexure-X**) on the cover of respective envelopes addressed by name to **MR. ANIL KUMAR SHARMA, ADDL. REGISTRAR (AM) either by post** or may be handed over personally at the Registry's Reception Counter No. 17 (R&I) **on or before 30.11.2021 upto 03:00 P.M.** which will be opened at 03:30 P.M. on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present.

The tender bids received after due date and/or time and/or without Bid Security Declaration Form shall not be entertained. In the first instance, envelopes containing Bid Security Declaration Form will be opened, thereafter, the envelopes containing Technical Bids will be opened. In case, the tenderer is found without Bid Security Declaration Form, his Technical Bid shall not be opened and further if, it is found that the tenderer is not suitable in Technical Bid, his financial bid shall not be opened.

Sd/-

(Anil Kumar Sharma)
Additional Registrar (AM)

Enclosures:

- i. **Annexure - VIII & IX** (Technical bid)
- ii. **Annexure - I** (Financial Bid)
- iii. **Annexure - X** (Bid Security Declaration Form)

KEY DETAILS

RFP Reference No.	F.No. 2/Scanning/2021/SCI(AM)
Name of Work	<u>NOTICE INVITING TENDER FOR AWARDING CONTRACT FOR SCANNING/DIGITIZATION OF RECORDS OF THE SUPREME COURT OF INDIA</u>
Period of Contract	Initially for a period of two years along with hardware, manpower/staff and operational support, extendable for a further period of three years (on yearly basis) based upon satisfactory performance.
Place of availability of tender document	Web site of SCI: www.sci.gov.in further amendment to RFP will be placed on SCI website only
Date and Venue of Pre-Bid Meeting	09.11.2021 at 11:00 hrs. at C Block, Conference Hall at 2 nd Floor in Additional Building Complex of SCI Clarifications to be submitted as per 'Section-III' and minimum two days in advance of pre-proposal meeting.
Last date, time & place for submission of bid	Last Date : 30.11.2021 upto 03:00 PM Place for Submission of Bid: either by post or may be handed over personally at the SCI Registry's Reception Counter No. 17 (R&I).
Intimation to Technically Qualified Bidders	To be notified later
Financial Bid opening date	To be notified later
SPOC	Interested parties, if they so desire, for any technical related enquiries may contact Deputy Registrar (Scanning) at Telephone No. 011-23115666 or Email: avadhesh.kumar@nic.in and for any general administrative enquiries may contact Branch Officer (AM) at Telephone No. 011-23115864 or Email: boamsupremecourt.sc@nic.in or personally visit at Registry's Reception Counter No. 41 near PRO Office for any clarification on any working day between 10:30 A.M. and 4:00. P.M. (except Saturdays, Sundays and Holidays)

	Registry will remain closed on account of Diwali Holidays w.e.f 01.11.2021 to 06.11.2021
Bid Security Declaration Form	As per format at Annexure X . <u>Any bid not accompanied by Bid Security Declaration Form may not be considered.</u>
Envelope details	The envelope should clearly indicate the Name of the Bidder and his address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. SCI takes no responsibility for delay, loss or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted. The envelope should carry three (03) separate envelopes marked clearly “<u>Bid Security Declaration Form</u>”; “<u>Technical Bid</u>” and “<u>Financial Bid</u>”.
Address for communication	Additional Registrar (AM), Supreme Court of India, 1, Tilak Marg, New Delhi, 110001.

Note: *The authorized representatives of bidders are requested to carry their company I-card for attending the bid opening meeting. Without Company I-Card, no bidder will be allowed to attend the bid opening meeting. Maximum 02 persons per bidding company allowed in the meeting.*

SECTION - I
NOTICE INVITING/ RFP (NIT)

F. No. 2/Scanning/2021/SCI(AM)

Dated: 01.11.2021

TO WHOMSOEVER IT MAY CONCERN

**Subject: NOTICE INVITING TENDER FOR
AWARDING CONTRACT FOR
SCANNING/DIGITIZATION OF RECORDS
OF THE SUPREME COURT OF INDIA**

1. SCI invites sealed proposals for “**AWARDING CONTRACT FOR SCANNING/DIGITIZATION OF RECORDS OF THE SUPREME COURT OF INDIA**”.
2. The Enterprise will work in close coordination with Registrar, Supreme Court of India (SCI).
3. The bidders may download the tender document from the web site www.sci.gov.in and submit its bid by utilizing the downloaded document.
4. The bidders shall ensure that their proposals, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
5. In the event of any of the above-mentioned dates being declared as a holiday/closed day for SCI, the proposals will be received/opened on the next working day at the appointed time.
6. SCI takes no responsibility for delay, loss or non-receipt of proposal documents sent by post.
7. SCI reserves the right to accept or reject any or all the proposals in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.
8. This NIT is neither an agreement nor an offer by SCI to the interested enterprises or any other person. The information in bid document is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
9. The bidder should not have any ongoing case in litigation with Supreme Court of India.

(For Supreme Court of India)
Registrar

SECTION - II

OVERVIEW, SCOPE OF SCANNING AND DIGITIZATION WORK, DEFINITIONS, WORKFLOW, TERMS & CONDITIONS

1. INTRODUCTION:

The whole intent and purpose of this Scanning & Digitization Project is to archive the court record, to provide Hon'ble Judges of SCI a mirror of physical case file access for conducting Live Court hearings using this digitized output on a special purpose device (SPD) with all such features mentioned in "Definitions" sub-section of "SCOPE OF SCANNING AND DIGITIZATION WORK" section, therefore under no circumstances, the vendor shall compromise on the quality of the work flow.

2. OBJECTIVE:

The objective of this agreement is to ensure that proper elements and commitments are in place to provide consistent delivery of service to Supreme Court of India (SCI) by the vendor. The gist of this NIT/agreement is to:

- (a) provide clear reference to service ownership, accountability, roles and responsibilities.
- (b) present a clear, concise, and measurable description of service provision to the customer.
- (c) establish terms and conditions for all the involved stakeholders.
- (d) to ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons.
- (e) The SCI intends and desires to achieve the following objectives by scanning and digitizing of its documents:
 - i. less storage space for preserving the documents;
 - ii. reduction in overall searching time;
 - iii. increase in productivity of processes and office personnel;
 - iv. availability of the document for sending over in digital format.
 - v. reduced turnaround time of processes, and
 - vi. increase control over all the important digitized documents by restricting access.

- (f) The source of documents for the purpose of scanning, digitization, bookmarking, etc. would be as under: (a) physical files, or (b) electronic copy of documents, files in PDF format, jpeg, jpg, tiff, png, bmp format, etc., and (c) any other source identified by SCI from time to time.

3. **DEFINITIONS**

The following definitions of terminologies stated below shall be applicable wherever these terms are mentioned in this NIT:

3.1 **Scanning/Scanned/Scan**

- (a) Converting physical documents into *digital Portable Document Format (PDF)* documents, and
- (b) The terms and conditions governed as per attached **Annexure-'XI'**.

3.2 **PDF Compliance**

- (a) This process involves performing various processes/modifications on the digital PDF to make it compliant with various quality parameters and standards as elaborated in Annexure 'XII', 'XIII' and 'XIV'.
- (b) The PDF which meets the requirements, processes, quality standards, terms and conditions as specified in Annexures - 'XII', 'XIII' and 'XIV', shall be treated as "100% Compliant PDF".
- (c) Presently, PDF Compliance comprises of QC (Quality Check), OCR (Optical Character Recognition) and Accessibility.

3.3 **Ingestion**

- (a) Ingestion is an in-house software developed and maintained by SCI for the purpose of indexing/bookmarking the '100% Compliant' PDFs.
- (b) Currently the Ingestion software intakes the PDFs uploaded as a batch and then user needs to add index/bookmark by filling in form fields such as - index type, serial number, title, date, page numbers for each index/bookmark as per "Index of Contents" printed on the physical file. This interface will be on a web application which has provision for both, individual entry and bulk entry.
- (c) This software takes care of linking the PDFs and user added indexes/bookmarks automatically to make it

meaningful, accessible, readable and dynamically navigable by Hon'ble Judges of SCI on a special purpose device using another in-house software SCI-Interact which consumes the data generated from Ingestion.

3.4 **SCI-Interact**

- (a) SCI-Interact is an in-house software developed and maintained by SCI for the use of Hon'ble Judges of SCI to view, read, dynamically navigate, compare, search and annotate case files.
- (b) This digital mechanism mirrors the usual comfort in process/practice undertaken by Hon'ble Judges to view, read, dynamically navigate, compare and annotate physical case files.
- (c) Additionally, this software provides many other powerful features to assist the Hon'ble Judges in conducting live Court hearings with ease on a SPD, which are otherwise not available while using physical case files.

3.5 **DMS**

- (a) DMS is an in-house repository software based on open source software - DSpace 7.* (* signifies any future version released by Dspace) configured, deployed at and maintained by SCI for the purpose of long-term/dynamic document storage, archival and retrieval system.

3.6 **Scanning Agency/Vendor/Tenderer/Bidder/Company**

- (a) The terms Scanning Agency/Vendor/Tenderer/Bidder/Company - refers to the successful firm which is finally awarded the contract *vide* this NIT, pursuant to the usual tendering process.

3.7 **Setup/Equipment/Software:**

- (a) Equipment: All scanners, computers/PCs, mouse, keyboard, monitor, CPU, peripherals, servers, storage, accessories, printers, wires/cables, adaptors, batteries and every single piece of electronic/electrical/digital equipment installed/brought/used by the vendor in SCI premises after due approval of SCI.
- (b) Setup/Software: All software/drivers/services/packages/modules etc. installed on any of the electronic/electrical/digital equipment which are installed/brought/used by the vendor in SCI premises after due approval of SCI.

3.8 **Inclusions:**

- (a) Inclusions are simply an index/bookmark.

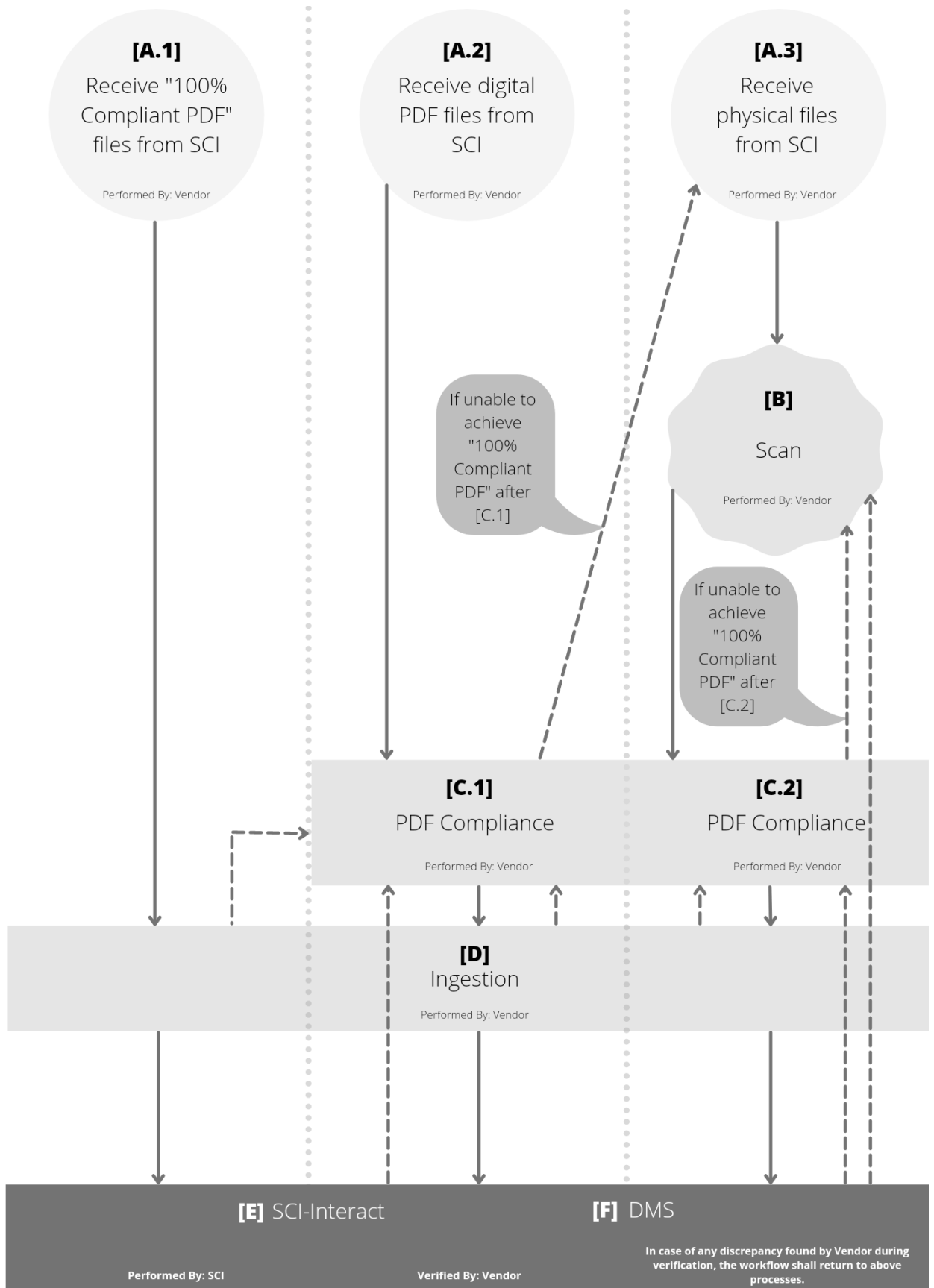
- (b) When a case is initially scanned & digitized, all the existing entries in “Index of Contents” are inserted as index/bookmark into Ingestion.
- (c) After initial scanning/digitization, as and when new documents are filed/added into a case file, their respective single index/bookmark is also to be created in Ingestion *via* the usual process (as was followed while doing initial scanning/digitization). This process of creating incremental index/bookmark after initial scanning/digitization is known as “Inclusion”

3.9 Faithful Reproduction (of physical case files into digital format):

- (a) Faithful digital reproductions are digital objects that are optimally formatted and described with a view to their quality (functionality and use value), persistence (long-term access), and interoperability (e.g., across platforms and software environments).
- (b) Faithful reproductions meet these criteria and are intended to accurately render the underlying source document, with respect to its completeness, appearance of original pages (including tonality and colour), and correct (that is, original) sequence of pages.
- (c) Faithful digital reproductions will support production of legible printed facsimiles when produced in the same size as the originals (that is, 1:1).

4. WORKFLOW & PROCESSES

PROCESSES



Workflow & Process Explanations: The workflow for seamless functioning of Scanning Cell (where scanning activity by the vendor shall be carried out) will be formulated and finalised by the Supreme Court Registry so as to make it in sync with functioning of other software and concerned sections of SCI.

4.1 Process - [A.3]

- (a) Check that all the files and pages hence received from SCI staff is original, complete, intact, untorn and undamaged. If something is wrong, the same may be brought to the notice of concerned SCI Staff before making any entries in Ingestion software pertaining to its receipt.

4.2 Process - [A.1], [A.2] and [A.3]

- (a) The authorized representative of vendor will receive files and metadata from staff of the SCI under proper receipt.
- (b) Check that all metadata and supporting information (for entering in Ingestion) for each of the files has been handed over to vendor and is well understood by the vendor.
- (c) Make requisite entries in Ingestion software pertaining to its receipt.

4.3 Process - [B]

- (a) Prepare the files for scanning purpose, i.e. removal of tags, pins, tags, bindings etc.
- (b) No paper trimming, tearing or cutting methods or instruments should be used in the process and only such equipment should be used, that safely work with old and fragile papers.
- (c) Make requisite entries in Ingestion software pertaining to its commencement and completion (and their iterations, if any).
- (d) Scan all the received pages as per “Scanning requirements, process & quality standards” attached at **Annexure- ‘XI’**.

4.4 Process - [C.1] and [C.2]

- (a) Perform PDF Compliance of all the scanned pages as per attached **Annexures - ‘XII’, ‘XIII’ and ‘XIV’**.
- (b) PDF Compliance may need to be performed in any combination of QC and/or OCR and/or Accessibility. SCI either may not assign any of the PDF Compliance tasks

to the vendor or may assign in one of the combinations mentioned above, as per requirement of SCI on case file to case file basis.

- (c) If no PDF Compliance task out of QC, OCR and Accessibility is assigned to the vendor for a case file, then C.1 and C.2 workflow process be altogether skipped by the vendor for that case file.
- (d) Handover the received files back to the SCI Staff in their original condition.

4.5 Process - [D]

- (a) Make requisite entries in Ingestion software pertaining to its commencement and completion (and their iterations, if any).
- (b) Upload the 100% compliant files onto Ingestion.
- (c) Make requisite entries for every item in 'Index of Contents' and 'Index of Record of Proceedings' etc (as available in the received files in case of first time Ingestion of a case) into Ingestion software as a separate index/bookmark.
- (d) Each index/bookmark item is similar to the entries in "Index" of a Book (i.e. S.No., Chapter Name, From-To Page Nos. Etc.)
- (e) In case of inclusions in an already Ingested case, requisite entries be made in Ingestion as per its metadata received from SCI staff.
- (f) Check the indexed/bookmarked file, if its mirror of what is in the original received file and metadata. In case of any discrepancy, correct it from the already entered index/bookmarks list.
- (g) Push all the index/bookmarks to "Live" stage for further auto-processing. Now, this case be called as "Ingested Case".
- (h) If at any stage, PDF pages are found to be non-"100% Compliant PDF", they will be sent back to process [C.1] / [C.2] as the case may be, for re-processing it.

4.6 Process - [E]

- (a) The index/bookmarks of each of the case hence Ingested and made "Live" by the vendor is migrated/exported to SCI-Interact by automated process (developed by SCI).

- (b) After Ingesting a case, the vendor needs to ensure that all the additions/updating/deletions are accurately (and as desired) replicated/mirrored against that case on the SCI-Interact dashboard.
- (c) The vendor needs to ensure that all features, mechanisms and intent of SCI-Interact software (as described in “Definitions”) are responding accurately and effectively to the changes hence made by Ingesting the case.
- (d) Vendor will be provided with read-only user accounts on SCI-Interact for such purposes.

4.7 Process - [F]

- (a) The index/bookmarks of each of the case hence Ingested and made “Live” by the vendor is migrated/exported to DMS by automated process (developed by SCI).
- (b) After Ingesting a case, the vendor needs to ensure that all the additions/updating/deletions are accurately (and as desired) replicated/mirrored against that case on the DMS dashboard.
- (c) Vendor will be provided with read-only user accounts on DMS for such purposes.

4.8 Process - [E] and [F]

- (a) In case of any discrepancy found during verification process, the vendor must immediately contact the concerned staff to notify the same.
- (b) Further, corrective steps (within the responsibility/tasks boundaries elaborated in “Workflows”) must be immediately taken with consultation and approval of the concerned SCI staff.
- (c) If all goes well at verification stage, the hence verified index/bookmarks (and their pages) shall be known as “Live & Verified Contents”.

4.9 The quality, effectiveness and accuracy of the features of SCI-Interact and DMS are directly dependent upon the quality & accuracy of above processes.

4.10 The role of these processes is pivotal in conducting a hassle-free live Court session by the Hon’ble Judges. It is important to note that utmost care be taken to execute these processes in strict conformity to Workflow, Terms & Conditions

of the NIT and in compliance of the instructions issued by the concerned officials/officers of SCI to the vendor.

5. TERMS AND CONDITIONS

5.1 Tasks & Timelines

- (a) The scope of work of this contract demands timely scanning, digitization of record, document and thus time is of essence of the contract. Under all circumstances, the Tenderer shall adhere to the time schedule and deadline as prescribed by the Supreme Court of India for execution of the work under the contract failing which the tenderer shall be liable for penalties, damages as per the terms and conditions of the contract.
- (b) The SCI has its cases listed for hearing within a week or even on a next working day, therefore, timely digitization of these cases mandates that the digitized version of the cases is available within sufficient time before hearing, and their supplementary activities are done on digitized files, e.g. bookmarking.
- (c) For all the cases/documents which are filed on a day and all those cases which are listed on next day, all the scanning/digitization related work will have to be carried out on the same day itself for such cases and documents. Under no circumstance shall the vendor step over this time limit, failing which it shall be liable to penalties.
- (d) The vendor's task load can broadly be divided into two categories, day-to-day tasks and pending matters, which are clearly explained as under:

Day-to-day tasks are illustrative as under:

- (i) These include fresh case files filed, inclusions in already digitized case, full scanning of cases to be listed in near future. This is an ongoing exercise.

The workflow **Process A.1** or **A.2** or **A.3** shall be executed as per requirement of SCI.

- (ii) The tasks of this category are time bound and of highly urgent nature and are to be completed on the assigned date/time itself.
- (iii) In Workflow process **A.2**, on an average 14000 pages and their corresponding 2200 index/bookmarks are digitized on a daily basis. Based upon historical data from Aug-2020 to Jul-

2021 - 4.5 lakh index/bookmarks and their corresponding 28 lakh pages.

- (iv) In Workflow process **A.3**, on an average 52000 pages and their corresponding 6200 index/bookmarks are scanned & digitized on a daily basis.

Based upon historical data from Aug-2020 to Jul-2021 - 12.3 lakh index/bookmarks and their corresponding 1 crore pages.

- (v) The vendor shall be required to scan/digitize all such case files as are assigned to it. Under no circumstances, the vendor can cite the above numbers as potential work load, as the digitisation process may increase or decrease on real time basis.

Pending Matters:

- (i) As per historical data from Aug-2020 to Jul-2021, 12 lakh index/bookmarks and their corresponding 1 crore pages spanning 44000 cases have been scanned & digitized.
- (ii) In July-2021 alone, 1.3 lakh index/bookmarks and their corresponding 11 lakh pages spanning 5200 cases have been scanned & digitized.
- (iii) At present, approximately 60000 cases are yet to be scanned & digitized. This will require Workflow **Process A.3** to be executed (Choice of Workflow process shall be at the discretion of concerned SCI officers).
- (iv) The vendor shall be required to scan & digitize these 60000 cases during the contract period as per daily/weekly/monthly targets as communicated by SCI officers.

5.2. Hardware & Software

- 5.2.1. The vendor shall install its own setup and equipment for execution of all the steps, tasks required as per the terms and conditions of the NIT at its own cost. All the setup and equipment will belong to the vendor and SCI shall have no ownership rights to any of it.
- 5.2.2. The hardware installed should not be older than 1 year at the start of project and not older than 5 (five) years

during the period of operation of Contract. If during 4th and 5th year of Contract any of hardware is above 5 years old then same will have to be replaced suitably.

- 5.2.3. The vendor shall deploy and use monitors for the PCs for “Ingestion” and “PDF Compliance” having the following specifications:
 - (a) minimum of 21 inches diagonal screen size and more than 11 inches screen height with 16:9 aspect ratio;
 - (b) minimum Resolution: 1920 x 1080 at 60 Hz, and
 - (c) display Input: VGA and HDMI.
- 5.2.4. All PCs being used for “Ingestion” should have full length QWERTY mechanical keyboards (preferred) or full length QWERTY high quality membrane keyboard (which are suitable for heavy typing for long durations with minimal mis-types/mistakes).
- 5.2.5. The CPUs for all the PCs shall have the following minimum specifications:
 - (a) 2 GHz quad core processor
 - (b) 8 GB RAM
 - (c) 64 GB HDD (preferably SSD)
 - (d) 1 Gbps capable ethernet/LAN network card
 - (e) VGA and HDMI display output

The above minimum requirements have been provided while keeping in mind the resource utilization only by the operating system (OS) and by the software(s) to be installed by the SCI for Ingestion etc. the vendor must increase the configuration based on whichever software/packages/workload is being additionally installed/operated by the vendor, to ensure that resource requirements of OS and SCI software/packages are not squeezed.

Cumulatively, every PC should always have idle/unutilized 1 GB RAM and 1vCPU free/unutilized (even when heavy processing is being run at its peak). If this is not the case when a PC's peak resources are being utilized, then the vendor has to increase the PC configurations (as and when required and wherever required) to meet the defined standard at its own cost.

- 5.2.6. All computers (Servers/PCs) should be of 64 bit architecture and need to have only Ubuntu 20.04 - LTS version or higher LTS version, downloaded from <https://ubuntu.com>. If any other OS is required to be installed, the same can only be done after evaluation by and express permission of concerned SCI officers. No other software/service/package can be installed on any computer, other than what comes out of box in the installed OS or any other ones required/approved by SCI.
- 5.2.7. The installed setup and equipment by the vendor need to be air-gapped from internet. However, local inter-equipment communication would be permissible.
- 5.2.8. All installed computer systems need to have a compatible antivirus installed. The vendor shall be liable to undertake scheduled full system virus scanning regularly and the same must be carried out by the vendor to keep the computer systems, equipment virus free at all times.
- 5.2.9. The vendor shall carry out the regular servicing and repairs of the equipment installed at its own cost and under no circumstances the vendor can claim reimbursement of such expenditure from SCI. In case of failure of the vendor's equipment setup the vendor shall make alternative arrangement immediately to avoid the delay and suffering of work. The scanning & digitization of documents shall not stop on any ground, whatsoever.
- 5.2.10. The vendor shall ensure that USB, Wi-Fi, Bluetooth etc. should be unmounted, uninstalled, unavailable and disabled for all purposes (except for peripheral devices like mouse or keyboard) on all equipment setup. The only permissibility connectivity outside the perimeter of any equipment setup shall be only by LAN/ethernet cable.
- 5.2.11. The vendor is bound to keep all the softwares bought/developed/configured by the vendor, updated & upgraded at all point of times (particularly at the time of end of contract period) at its own cost.
- 5.2.12. The vendor is required to be in possession of a software for PDF viewing, manipulation, editing, annotating, digital signature and all other such features which are possible for the PDF specifications (i.e. PDF/A-2a or PDF/A-4) and PDF version (PDF 1.7 or PDF 2.0) provided by the vendor:

- (a) Such software should be desktop compatible (For running simultaneously on all the PCs on which the scanning and/or PDF Compliance works are being performed).
- (b) In case, the vendor opts for server based “PDF Compliance”, then the above software should additionally be server-based SDK/API.
- (c) Such software should be capable of performing the process of “PDF Compliance” and also of validating/verifying the completion/accuracy of each of the “PDF Compliance” process. This validation process should generate a report on the outcome of each compliance process. The validation process should be executable manually via GUI and via SDK/API.

5.2.13. Any equipment setup which needs to be installed/brought into the premises of SCI by the vendor can only be installed after detailed physical, digital verification by & approval of the SCI officers. Any equipment setup once brought into the SCI premises and installed, the same cannot be taken back without express written permission and detailed physical, digital verification by and approval of the SCI officers.

5.2.14. The vendor shall deploy and use state of the art latest standards enterprise level scanners, computers, other equipment, peripherals, parts, sufficient infrastructure and qualified personnel. The scanner should be duplex and capable of handling fragile, old, delicate documents which may be stapled also. The scanner(s) should be capable of digitizing papers of all shapes and size (Maps, Photographs etc.). The hardware including the scanner to be used and installed by the vendor will be approved by the SCI.

5.2.15. The vendor shall ensure that all its equipment setup and storage media are tamper-proof and shall not permit additions/insertions/ deletions / omissions / alterations in the scanned and stored data.

5.2.16. The equipment setup installed in the Supreme Court shall be used exclusively for the purpose of scanning & digitizing the documents of Supreme Court and for no other purpose. Regardless of the equipment set-up by the vendor, it shall be the duty of the vendor to ensure that the equipment set-up is updated with the latest software, drivers, firmware updates, security updates,

etc., as per the OEM (as suggested and referred on the official website of the OEM).

- 5.2.17. All equipment setup should also be compatible with Ubuntu 16.04 and above (LTS versions) for all such features for which the said equipment is compatible with Windows OS (Latest version).

5.3. Deployment of Manpower / Staff

- 5.3.1. The staff deployed by the tenderer can use and work on only those software/ service/ package (installed on the computers) which are approved by SCI in writing.
- 5.3.2. The tenderer shall have to arrange its own staff (minimum 25) including Manager, Minimum qualification of Manager will be Post Graduate in Computers or MCA or MBA or B.Tech/M.Tech or any equivalent Master's Degree and shall have a minimum relevant experience of 2 (two) years. The Supreme Court would neither bear any expenses nor accept responsibility for the same and there would be no Employer - Employee relationship between the Supreme Court and the staff of the tenderer. The staff deputed by the vendor shall be well versed in English language and comprehension. Such staff should also have English typing speed of minimum 45 words per minute with 100% accuracy (preferably 80+ words per minute).
- 5.3.3. No staff member of the vendor shall carry and use a USB pen drive and/or any form of storage media for the purpose of execution of work as delineated in the work flow or for any other purpose. The usage of USB pen drive and/or any other media shall amount to unauthorised usage and breach of the terms and conditions of the NIT.
- 5.3.4. Imparting of adequate training to the staff of vendor shall be provided by SCI on whatever workflow the respective staff shall start to work, only for the processes controlled by SCI. The vendor itself (on its own cost) shall arrange any requisite training of its staff for the installation, operations and troubleshooting of setup, equipment and software provisioned by the vendor.
- 5.3.5. The vendor must ensure that the staff deputed at the SCI for the purpose of discharge of obligations under the NIT files a police clearance certificate from the local jurisdiction of police station where such employee/person resides. The vendor must ensure that

the staff members posted and deputed by it at the SCI have no criminal antecedents. The Registry of the Supreme Court reserves the right to deny entry to any staff member of the tenderer, if so deemed appropriate by it.

- 5.3.6. The successful tenderer shall not depute any such person in Supreme Court who is party to a legal proceedings pending in the Supreme Court of India.
- 5.3.7. The vendor shall be duty bound to pay minimum wages, salary to its staff deputed at SCI towards discharge of its rights, obligations as per the terms and conditions of this NIT/agreement. SCI reserves the right to seek compliance certificate to an effect that the vendor has paid minimum wages, salary to its staff along with documentary evidence in terms of salary slips, bank statements, certificates, etc. Any failure to comply with this condition shall be brought to the attention of the Competent Authority and may attract adverse consequences as per the terms and conditions of this contract and also as per the applicable law.
- 5.3.8. No person engaged by the tenderer shall claim any right of employment-contractual or otherwise-with the Supreme Court of India on the basis of this NIT.
- 5.3.9. The tenderer will ensure that the staff engaged is disciplined and maintains full decorum as and when present within the Supreme Court Complex. If directed by SCI, the staff deployed by the vendor shall mark their attendance either physically or through a computer software provided by SCI. However, marking of attendance by such staff of the vendor shall not empower them to be considered as employee of SCI. The above measure may be invoked to observe discipline and strict compliance of the terms and conditions of the NIT/agreement.

5.4. **Operations**

- 5.4.1. All PDFs should be virus/malware free, optimized, compressed and sanitized ***before uploading to SCI server*** , while still adhering to quality criteria (as elaborated in **Annexures XI, XII, XIII, XIV** and elsewhere in the NIT) and “faithful reproduction” clause.
- 5.4.2. As a standard practice, time for adding a single index/bookmark is mostly 30 sec. to 1 min (Current “Speed benchmark”), accordingly the vendor should only depute such staff members, who are able to keep

their index/bookmark speed at the highest and closest to “Speed Benchmark”.

“Speed benchmark” will be revised periodically by deputing SCI staff to perform Ingestion for a few index/bookmarks (of varying content lengths). The average time taken to add an index/bookmark thereof shall be made as new “Speed Benchmark”, which will then have to be adhered to by vendor’s staff.

- 5.4.3. The targets specified by the officers of SCI for a day have to be completed the same day by the staff members of the vendor.
- 5.4.4. The vendor’s staff/manager may be deputed at multiple locations within the premises of SCI for carrying out scanning/digitization activities. Vendor is required to do all software and hardware setup for scanning/digitization at all such places/locations in any available space provided by the Supreme Court Registry.
- 5.4.5. “Workflows” are subject to change as per directions of the senior officers of the SCI Registry, so as to be in sync of functioning of scanning and other sections and as per requirements of Hon’ble Courts. The vendor shall not deny execution of work citing the change in the workflow.
- 5.4.6. The SCI Registry will provide the files to the authorised representative of the vendor, supervising the scanning and digitization work, on day to day basis under proper receipt and it shall be the responsibility of the tenderer to accomplish the task of scanning/digitization after following all the processes, namely unbundling, re-bundling, scanning/digitizing, splitting, merger, and storing. It shall be the responsibility of the tenderer to return the file to the concerned staff of the SCI Registry under due acknowledgment in the same shape and condition in which the file was received.
- 5.4.7. The tenderer shall ensure that the documents, files handed over to it are kept in proper condition and no documents is soiled, lost, trimmed, damaged, misplaced.
- 5.4.8. The tenderer shall be fully responsible for proper storage of the scanned PDFs for a minimum period of one year after completion of the contract period.

5.4.9. The vendor shall pay careful attention with regard to quality control towards the execution of the work and to ensure "faithful reproduction" of physical case files into digital format.

5.5. **Billing**

5.5.1. Only "Live & Verified Contents" (as defined in Workflows -> Pt. 2-> Sub pt. viii) shall be eligible for billing - provided that the vendor had performed at least one of the "Workflow Processes" on the current accepted (by SCI after due verification on all NIT terms and conditions) version of such contents.

5.5.2. Irrespective of number of iterations of add/update/delete did it take to convert a set of physical case file pages and their index/bookmarks to "Live & Verified Contents", the billing eligibility/amount shall only be based upon final count of pages and index/bookmarks of the respective "Live & Verified Contents".

5.5.3. The output of scanning/digitization will be verified by authorised officer of the SCI Registry on the basis of all the technical parameters of this tender including the economy of disk storage output. Only after due compliance of all Terms and conditions of the NIT, shall the billing be processed.

5.5.4. The vendor shall ***raise bills on quarterly basis*** for the work completed during that particular period. 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 Supreme Court of India. The vendor shall be responsible for the liability towards payment, deduction of all taxes, levies, cess, imposed by central, state, local, government(s) and SCI cannot be held liable for the same

5.6. **Proof of Concept**

5.6.1. The proof of concept (POC) for scanner quality, OCR accuracy, staff efficacy shall be conducted by providing different kinds of case files at the time of opening of technical bid. The vendor shall be analysed on speed, accuracy and adherence to workflows and quality criteria (as elaborated in the NIT).

SECTION - III

EVALUATION PROCESS

Except the public opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any bidder or any person not officially concerned with such process.

5. PRE-QUALIFICATION (PQ) CRITERIA: *As per Annexure- IX.*

6. EVALUATION PROCESS: The bids shall be broadly evaluated on the following parameters, terms, and conditions:

- (a) The present bidding process is a techno-commercial bid process.
- (b) In the first phase, the envelopes containing Bid Security Declaration Forms (BSDF) shall be opened. SCI reserves the right to accept/reject the bids without BSDF without giving any further opportunity to the bidder(s).
- (c) In the second phase, the technical bids and the financial bids shall be opened of only those bidders, who have qualified as per the pre-qualification criterion stated in this NIT. The tenderers qualifying the eligibility criteria, as mentioned in this NIT shall be required to give a live demonstration of the work.
- (d) No weightage for technical score sheet shall be awarded to anyone, however the bidder who quotes lowest price out of technically qualified bidders and demonstrates the live execution of the work as per the workflow to the satisfaction of the competent authority shall be awarded the contract.
- (e) The price shall be quoted entirely in Indian Rupees and will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- (f) For all the quoted prices and the numbers used during the process defined above, only two digits after decimal shall be considered for calculation

purposes and the same shall be subject to standard rounding rules.

- (g) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation, or incomplete or conditional bid may be rejected as non-responsive.

SECTION - IV
INSTRUCTIONS TO BIDDERS

7. GENERAL INSTRUCTIONS

- 1.1. The tenderers are required to quote their lowest rates separately for following tasks individually à la carte and for different page sizes (A3, A4, A5, Legal-size, Maps), separate price may be quoted for each of the below relevant category:
- (a) **Cumulative flow for** - Scanning, QC, OCR, Accessibility, Ingestion - [*per page price*]
 - (b) **Cumulative flow for** - QC, OCR, Accessibility, Ingestion - [*per page price*]
 - (c) **Cumulative flow for** - QC, OCR, Accessibility - [*per page price*]
 - (d) **Ingestion** (Indexing etc.) of PDF in software and/or format (subject to change) provided by SCI - [*per index/bookmark price*]

Note: Explanations/Definitions for all above terminologies shall be construed as stated in Clause 3 of Section-II: Overview, Scope of Scanning and Digitization work, Definitions, Workflow, Terms & Conditions.

- 1.2. The whole intent and purpose of the Scanning & Digitization project is to archive the court record, to provide Hon'ble Judges of SCI a mirror of physical case file access for conducting Live Court hearings using the digitized output on a SPD with all the features clearly stated under the sub-heading 'Definitions' of Section-II: Overview, Scope of Scanning and Digitization work, Definitions, Workflow, Terms & Conditions, therefore under no circumstances, the vendor shall compromise on the quality of the work flow.
- 1.3. In case any issue arises in such live court hearings (as described above) due to deficiency in tasks performed by the vendor, the vendor shall be liable to penalty as decided by the Competent Authority with an upper limit of 10% penalty calculated on the relevant quarter billing or the quarterly billing of the previous quarter, whichever is higher.
- 1.4. The tender bidder should already have done minimum 03 (three) projects of similar work of scanning, digitizing work on '*job work basis*' in any Government department or in any Public Sector Undertaking, Autonomous Bodies, Courts or Tribunals. The name, address and telephone number of the

same may be mentioned as prescribed in **'Annexure 'VI'**. All the projects should be of more than ₹1.00 (Rupees One crore) per year. If any project has been carried out for more than three years, then the same shall be considered as a separate project.

- 1.5. The rates quoted by the bidder should be all inclusive. The rates quoted and offered by the bidder should be valid for a period of two (02) years and in case of continuation for a period of 03 (three) years, the rates shall be regulated as per Clause 2.29 of the sub-heading Specific Instructions, to the heading Instructions to Bidders under Section - IV of this NIT.
- 1.6. The necessary space, tables, chairs, and electricity supply shall be provided by the Supreme Court Registry, free of charge. The tenderer will ensure that the space provided to it by the SCI Registry is not misused in any manner.
- 1.7. The tenderers are required to send their tender along with **Bid Security Declaration Form** on their legal entity/company's letterhead as per **Annexure - X** in *lieu* of earnest money deposit.
- 1.8. The tenderer shall be liable to comply with all applicable laws, acts, rules, and regulations framed by Government of N.C.T. of Delhi or Government of India relating to its work and employees. The SCI Registry shall have an exclusive right to call upon the vendor anytime for proof of compliance, be it by certificate, compliance sheet issued by the concerned government, department, authority, agency, etc. Under no circumstances, the SCI Registry will be liable and answerable for the terms and conditions of employment of the staff engaged for the execution of work undertaken by the tenderer under this NIT.
- 1.9. The tenderer shall not be allowed to take away any file/record etc. either in hardcopy or softcopy and the work is to be strictly carried out in the Supreme Court premises itself.
- 1.10. The tenderer and his employees shall for all times maintain complete secrecy and confidentiality regarding the nature, manner of work and the execution of this NIT. The tenderer shall be bound to adhere non-disclosure and confidentiality even after the execution, completion and/or termination of this NIT.
- 1.11. The vendor shall undertake the job of scanning, digitizing only for the Supreme Court of India.

- 1.12. The scanning/digitizing of documents shall not be stopped on any ground, whatsoever.
- 1.13. The tenderer shall be able to do the scanning, digitization work on all working days between 08:00 A.M. to 08:00 P.M. In case of office and administrative exigencies, as and when directed by SCI, the tenderer undertakes to execute work as per this NIT even on holidays and odd hours to finish the work for which necessary permission in writing is to be obtained by the Tenderer from the SCI. The tenderer may have to execute work as per the NIT during the winter/summer holidays or court holidays, except on Gazette holidays.

If directed by SCI, the staff deployed by the vendor shall mark their attendance either physically or through a computer software provided by SCI. However, marking of attendance by such staff of the vendor shall not empower them to be considered as employee of SCI. The above measure may be invoked to observe discipline and strict compliance of the terms and conditions of the NIT/agreement.

- 1.14. Under no circumstances, any computer hardware, equipment, data be it stored in storage/networking devices or even through cloud, etc., to which the vendor shall gain access during the currency of this NIT shall be carried beyond the physical and/or digital boundaries of the SCI by the tenderer without express written permission and approval of the Superior Officers of the SCI Registry.
- 1.15. Regardless of SCI developing in-house capability for the awarded work anytime in future, the tenderer shall regardless of such development, enhancement of capabilities provides full maintenance and support for a period of one year even after the completion and/or termination of the contract as per this NIT.
- 1.16. Over-writing/over-typing or erasure of figures is not allowed and the same shall amount to material breach of the contract, which shall consequentially render the tender invalid. In case of such a breach by the vendor, the SCI at its discretion reserves the exclusive right to award the work under this NIT to a third party which may be one or more tenderer(s) as the case may be. However, in case of such an eventuality the award of work to a third party by SCI shall be at the risks and costs of the defaulting vendor and the same shall be recoverable by the Supreme Court of India in accordance of law and with an exclusive right to seek damages.
- 1.17. The SCI 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 no such request, intervention shall be entertained by the SCI Registry.

- 1.18. The SCI 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.
- 1.19. If the rate quoted by any of the tenderers appears to be unreasonable and/or abnormally low in comparison to prevalent market rate at the relevant point of time, the tender bid may be rejected by the SCI.
- 1.20. Under no circumstances, the vendor can sub-contract, sublet, outsource the job, scope of work of this NIT to a third party and the same shall amount to material breach of this agreement.
- 1.21. The tender bidder shall have a **minimum annual turnover of at least ₹5.00 crores (Rupees Five crores only) cumulatively in all the 03 (three) years**. The bidder shall submit last 03 (three) years audited balance sheet of their firm along with the tender document.
- 1.22. Hypothetical / Conditional tenders shall not be entertained. The tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, the tenderer may be debarred to participate in the future tender processes of the Supreme Court of India.
- 1.23. The tenderer shall have a regional or branch or head-office in Delhi and/or National Capital Region (NCR).
- 1.24. All the pages of tender quotation including the documents submitted therein must be serially numbered, duly signed and stamped failing which the offer shall be liable for rejection.

8. **SPECIFIC INSTRUCTIONS**

- 2.1. **Eligibility criteria:** As per Pre-qualification criterion detailed in Section IV (1).
- 2.2. **Bid Security Declaration Form:**
 - (a) The bid security declaration form (**BSDF**) shall be submitted by the bidders in *lieu* of earnest money deposit (**EMD**).
 - (b) The bidder shall furnish Bid Security declaration Form along with its proposal/bid, as shown in the Key Details. The BSDF is required to protect SCI against the

risk of the bidder's unwarranted conduct.

- (c) The BSDF shall be submitted as per the prescribed format of **Annexure - X**.
- (d) Any bid submitted without BSDF may not be accepted without providing any further opportunity to the bidder concerned.
- (e) The bidder shall extend the validity of the offer on request by SCI.
- (f) The bidder shall stand suspended from being eligible for bidding/award of all future contracts of SCI for a period of 01 (one) year from the date of commission of such breach.

2.3. **Bid Price:** The bidder shall quote its prices in Indian Rupees in reference to the present NIT. The prices should be quoted as per the prescribed format stated at Annexure - I, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed format.

2.4. **Service Level Agreement:**

- (a) The agreement entered between SCI and the vendor shall be a service level agreement (SLA), which clearly identifies the service required and the expected level of service from the vendor by SCI. In case of failure on the part of the vendor to provide services as per the metrics laid in this NIT, the vendor shall be liable to consequences, be it financial risks, costs, damages to be paid to SCI as per applicable law.
- (b) **Commencement of Work:** The successful bidder/vendor shall commence the work as per NIT, as and when the same is awarded and directed by the Competent Authority.
- (c) The SCI shall intimate the pace of scanning, digitization work as illustrated in 'task and timeline' in this NIT or communicated in writing after the commencement of this NIT.
- (d) If the bidder fails to meet the delivery schedule other than due to an event of force majeure or any reason solely attributable to SCI, then penalty @ (1%) One percent of LOA value per week shall be imposed, subject to maximum of 10% of the contract value. In case the penalty exceeds 10%, SCI reserves the right to cancel and terminate the contract.

- (e) The penalty clause will not be applicable in case there is delay/issue from SCI side.
 - (f) For Support: The level of service expected by SCI from the vendor is provision of uninterrupted services of scanning work, which is key to the assignment and under no circumstances deputation of adequate human resources shall suffer from delay of more than 24 Hours. Any such failure of service shall attract consequences and/or penalty as per the terms and conditions of the NIT.
- 2.5. **Validity of quotation:** The bid quotation shall remain valid for a period of 45 (forty-five) days from the date of opening of the bid(s).
- 2.6. **Performance Security/Bank Guarantee:**
- (a) The successful tenderer /vendor will have to deposit an irrevocable performance bank guarantee (PBG) @ 3% of the contract value to be computed exclusive of applicable taxes, levies on a non-judicial stamp paper of appropriate value, from any Scheduled Bank within 03 (three) days from the date of award of contract as per the prescribed format - **See Annexure - IV**.
 - (b) Such a PBG shall remain valid for a period of 02 (two) months beyond the date of completion of all contractual obligations of the vendor as per the present NIT. The proceeds of the performance security shall be payable to the SCI as compensation for any loss resulting from the vendor's failure to complete its obligations under this contract. In case the successful bidder fails to furnish a PBG, the contract may be terminated by SCI and the SCI shall debar such a vendor for a period of 03 (three) years from participating in future tender bids in SCI.
- 2.7. **Signing of Contract:** The successful bidder/vendor would be required to execute a written agreement on denomination of ₹100/- (*Rupees One hundred only*) non-judicial stamp paper as per the prescribed format - **See Annexure - V** with SCI within 07 (seven) days of the date of issuance of letter of award of contract (LoA). In case the successful bidder/vendor fails to enter into a written agreement with SCI within 07 (seven) days, the contract may be awarded to next successful bidder by invoking risk clause. SCI duly reserves the rights to extend the period of 07 (seven) days in case of any travel restrictions on account of COVID-19.

- 2.8. **Language:** The bid and all related correspondence and documents in relation to the bidding process shall be in English language.
- 2.9. **Single point of contact:** SCI and the successful vendor shall appoint a single point of contact (SPoC) for seamless and timely execution of the contract. SCI shall appoint an Officer-in-Charge for this work/project, who shall be the SPoC for all technical directions or decisions related to the work/project. Similarly, the successful vendor shall appoint a SPoC, who shall remain present at SCI during the currency of the term of the contract. In case of change of such a SPoC, it shall be the duty of the vendor to intimate the concerned Officer-in-Charge in writing of such a change and consequential replacement within 24-48 Hours of the change of SPoC.

All interested parties particularly in reference to the bidding process of this NIT, if they so desire, for any **technical related enquiries** may contact Deputy Registrar (Scanning) at Telephone No. 011-23115666 or Email: avadhesh.kumar@nic.in and for any general administrative enquiries may contact Branch Officer (AM) at Telephone No. 011-23115864 or Email: boamsupremecourt.sc@nic.in or personally visit at Registry's Reception Counter No. 41 near PRO Office for any clarification on any working day between 10:30 A.M. and 4:00. P.M. (except Saturdays, Sundays, and Holidays)

- 2.10. **Enterprise Details:** All bidders shall fill and submit the Service Provider Detail Form enclosed with this tender Document as per the prescribed format of Annexure - III along with their quotations.
- 2.11. **Discrepancies in prices:**
- (a) In case of an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
 - (b) In case of a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
 - (c) If, as per the judgment of SCI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or through e-mail. If the bidder does not agree to the observation of SCI, such a bid by the concerned bidder is liable to be ignored.

- 2.12. **Acceptance of terms & conditions:** The bidders are requested to submit a sealed and signed copy of their bid documents along with quotation/bid as acceptance of all terms & conditions. In case of non-submission of signed and stamped copies of the bid documents, it will be presumed as deemed acceptance of the terms and conditions of the bid documents.
- 2.13. **SCI's right to terminate the bid process:**
- (a) SCI reserves the right to accept or reject any bid proposal, to annul the bidding process in entirety and/or reject all proposals at any time prior to the award of agreement, without thereby incurring any liability to the affected bidder or any obligation to inform the affected Bidder of the grounds for actions taken by SCI.
 - (b) The SCI is accepting the bids on a no cost, no commitment basis. SCI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
 - (c) This tender process does not constitute an offer by SCI. The bidder's participation in this process may result in SCI selecting the bidder to engage in further discussions and negotiations toward issuance of LoA. The commencement of such negotiations does not, however, signify a commitment by SCI to issue LoA or to continue negotiations. SCI may terminate negotiations at any time without assigning any reason.
- 2.14. **Conflict in Terms:** In the event of any conflict between any two or more terms of the NIT, agreement, the term more favorable for SCI shall prevail and be held to be final and binding.
- 2.15. **Debarment:** A bidder shall be barred from the bidding process under any of the following sub-clauses:
- (a) A bidder, who has been convicted for an offence under the Prevention of Corruption Act, 1988 and/or the Indian Penal Code, 1860 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. For determination of conviction, offences by company, legal entity, partnership firm the same shall be construed as per the governing and applicable laws.
 - (b) A bidder debarred under sub-clause 2.15.1 of this

section shall not be eligible to participate in any procurement process of SCI for a period not exceeding 03 (three) years.

- (c) In case of breach of code of integrity, SCI may bar a bidder for a period not exceeding 02 (two) years on determination that there has been such a breach by the concerned bidder.

2.16. Termination:

- (a) SCI may terminate the contract, upon written notice of 15 days to the Service Provider, on occurrence of any of the following events:
 - i. The Service Provider fails to deliver the services or perform the works within the timelines specified as per the terms and conditions of the contract, OR
 - ii. An act of commission of material breach of the terms and conditions of the contract; OR
 - iii. The serious discrepancy and/or incompetency is observed by SCI,

Provided, SCI puts the vendor to notice by issuance of a written notice within 07 (seven) days of occurrence of such breach to the vendor and calling upon the vendor to rectify and cure any or all breaches as stated in the aforesaid grounds (a) to (c) within 07 (seven) days of receipt of such notice. In case the vendor despite service of the said written notice fails to rectify the breach of the terms and conditions of the contract, SCI shall be within the lawful right to forthwith terminate the contract and seek adequate damages and resort to exercise its rights flowing out of this contract and the applicable law.

- (a) In case of arising of any third party related intellectual property rights infringement/passing off claims against SCI and/or there is a willful breach of confidentiality by the vendor during the currency of the term of the contract and/or during the discharge of the rights and obligations by the vendor under the terms and conditions of the contract, SCI shall be within the lawful right to forthwith terminate the contract and seek adequate damages and resort to exercise its rights flowing out of this contract and the applicable law.

- (b) In case of termination for cause, SCI shall be entitled to recover loss and damages suffered by it on account for Services Provider's breach of the contract which will be limited to 100% amount of contract value.
- (c) The work to be executed under this contract is of sensitive nature and its misuse by the vendor for any purpose not authorized by SCI shall lead to material breach of the contract and shall also attract legal consequences such as criminal and/or civil proceedings.
- (d) SCI may terminate the contract, upon written notice to the vendor in case the vendor is adjudged insolvent or bankrupt, or assigns all or a substantial part of its business or assets for the benefit of creditors, and/or permits the appointment of a receiver for its business or assets, and/or becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a *bona fide* reconstruction or amalgamation.
- (e) Termination for convenience: SCI reserves the right to terminate the contract, in whole or in part, at its convenience, by serving a written notice of 30 (thirty) days to the vendor at any time during the currency of the contract, provided -
 - i. The aforesaid notice shall specify that the termination is for the convenience of SCI. The notice shall also indicate *inter-alia*, the extent to which the vendor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
 - ii. In the event of termination for convenience, SCI will pay to the for the works and services completed by the vendor and accepted by SCI up to the date of termination of the contract. The claim in this regard submitted by the vendor shall be evaluated and decision of the Competent Authority shall be final and binding.
- (f) In the event of termination of the contract other than termination for convenience, SCI shall be entitled to forthwith invoke the performance bank guarantee as decided by the Competent Authority. The vendor shall

thereupon forthwith remove all its equipment and material and handover the judicial and other records, which are in its possession to the Officer-in-charge deputed by SCI. The tenderer shall also leave the digitized data, which is the exclusive property of SCI.

- (g) In the event of expiry of the term of this NIT/agreement and/or termination of the agreement by SCI, the vendor shall be liable to forthwith undertake the following actions:
- i. Handover all the files, documents, material, assets, documents to SCI.
 - ii. In case a new contract is awarded to a new vendor, the vendor shall provide adequate knowledge transfer and training on the following parameters:
 - (a) document management system, document retrieval software developed and implemented during the process and term of the contract (if any);
 - (b) nature and type of queries arrived at the *Help Desk* and systems brought in place to resolve such queries and troubleshooting, and
 - (c) all the frequently asked questions (FAQs), manuals, documentation and other reference material prepared for the smooth, efficient workflow, troubleshooting, etc.
 - (d) The vendor cannot claim any proprietary rights inclusive of intellectual property rights over the in-house developed software of SCI, tweaked software to execute the workflow as stated in the NIT, manuals, documentation, FAQs, database, etc.

2.17. **Acceptance of part/whole bid/ modification-Rights thereof:** SCI reserves the right to accept or reject wholly or partly bid offer or modify the technical specifications/requirements mentioned in this bid document including addition/ deletion of any of the item or part thereof after pre-bid, if any, without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

2.18. Force Majeure:

- (a) For the purposes of this NIT, *force majeure* means an event which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Enterprises.
- (b) *Force majeure* shall not include insufficiency of funds or inability to make any payment required hereunder. Present ongoing pandemic on account of COVID-19 will not be considered *force majeure* till such notification is made by Govt. of India. However, genuine needs arising out of travel restrictions will be kept in mind by the SCI while consideration of requests for relaxation of timelines as per the terms and conditions of the contract.
- (c) Steps to be take and/or Measures to be adopted by parties: (I) A party affected by an event of *force majeure* shall continue to perform its obligations under this NIT as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of *force majeure*. (II) A party affected by an event of *force majeure* shall notify the other party of such event as soon as possible, and in any case not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (d) Any period within which a party shall, pursuant to the award of the contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action because of *force majeure*.
- (e) In the case of disagreement between the parties as to the existence or extent of *force majeure*, the matter shall be settled and decided by the Competent Authority of SCI. Such a decision by the Competent Authority shall be final and binding on the parties.

2.19. Costs to be Borne by the Bidder: All costs and expenses (whether in terms of time or money) incurred by the intended bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and

providing any additional information required by SCI shall be borne entirely and exclusively by the bidder itself.

- 2.20. **Cost of the Proposal:** The cost of product/services agreed to be provided by the bidder under this contract shall be as per the terms and conditions of the agreement.
- 2.21. **Bidding Expense:** The bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with bidding process including preparation, mailing and submission of its proposal and for subsequent processing the same. SCI will, in no case be responsible or liable to defray any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 2.22. **Contacting SCI:** From the time of submission of bid to the time of awarding the contract in case a bidder needs to contact SCI for any reason relating to this bid or make an enquiry and /or its proposal, it should do done only in writing. In case a bidder attempts to influence any employee, officer of SCI in SCI's decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the bid submitted by such a bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by SCI.
- 2.23. **Disqualification:** A bid application, proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP /NIT:
 - (a) proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
 - (b) during validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
 - (c) the bidder's proposal is conditional and has deviations from the terms and conditions of tender/NIT.
 - (d) proposal is received in incomplete form.
 - (e) proposal is received after due date and time.

- (f) proposal is not accompanied by all the requisite documents.
- (g) information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the bidding process (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (h) bidder tries to influence the proposal evaluation process by unlawful, corrupt, fraudulent means at any point of time during the bid process.
- (i) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

2.24. **Conflict of Interest:** SCI requires that the bidder, under the scope of this RFP /NIT, shall act as trusted partner to SCI, who shall provide professional, objective, and impartial services and always hold SCI's interest paramount, also avoid conflicts with other assignments or its own corporate and/or commercial interests.

The bidder should ensure that it may not place SCI in a position which is not in the best interest of SCI while carrying out the assignment as per the contract. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, SCI shall be final and binding.

2.25. **Code of Integrity:** No official of bidder shall act in contravention of the codes which includes prohibition of any or all the following acts, occurrences:

- (a) making an offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of SCI related to NIT or execution process of contract, which may affect the decision of SCI directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in bid process or to secure a contract.
- (i) non-disclosure of conflict of interest and/or non-disclosure by the bidder/vendor of any previous transgressions made in respect of the provisions of sub-clause 2.25.1 with any entity in any country during the last three years or of being debarred by any other procuring entity.
- (j) The SCI after giving a reasonable opportunity of being heard to the concerned bidder, arrives at a conclusion that a bidder or prospective bidder has contravened the code of integrity, may take appropriate measures.

2.26. **Risk Purchase:** In case of failure on the part of the vendor to perform its obligations or any part thereof under this agreement and the vendor further fails to make good such failure to the satisfaction of SCI within 7 days (or such other additional cure period deemed reasonable by SCI) of receipt of notice by the vendor, and consequentially SCI terminates the contract for such breach, SCI reserves the right to procure same or equivalent services from alternative sources at the vendor's risk and responsibility. Any such incremental cost incurred in the

procurement of services and material under this NIT from alternative source shall be recoverable from the vendor and the same may be either adjusted by invocation of the performance bank guarantee and/or unpaid bills, and/or seeking appropriate recourse in accordance with applicable law. The incremental cost that may be recovered by SCI from under this clause shall be limited to 100% of the amount that was payable to vendor for the non-delivered services including human resource during the currency of dispute resolution mechanism.

- 2.27. **Dispute Resolution:** Save where expressly excluded in this NIT, any dispute, difference, or controversy of whatsoever nature howsoever arising under, out of or in relation to this NIT/agreement and so notified in writing by either party to the other in the first instance shall be attempted to be resolved amicably. In the event of failure of resolving the dispute between the parties amicably, such dispute shall be referred to the Competent Authority of the Supreme Court of India and the decision of the Competent Authority shall be final and binding upon the parties.

During the period of a pending dispute, issue, differences, etc., the vendor shall under no circumstances suspend the discharge of its rights, obligations, and services as per the terms and conditions of the NIT/agreement.

- 2.28. **Penalty for Poor Performance:** If the vendor fails to rectify the breach of this agreement within the reasonable period and/or the period specified by the officers of SCI, the vendor shall be liable for penalty in the following manner:

- (a) deduction of payment to be calculated as penalty of up to 10% of the billed amount for that quarter, in case the vendor fails to scan minimum number of earmarked pages per day, as specified by the officers of SCI. However, the aforesaid penalty shall be imposed upon the vendor after granting it an opportunity of 07 (seven) days to rectify the lapse, and/or
- (b) in case of material breach of the agreement by the vendor, the matter shall be placed before the Competent Authority for consideration and necessary action and the decision of the Competent Authority shall be final and binding upon the vendor. For an instance, loss of document by the vendor, unauthorized access/storage/transfer of data, document shall amount to material breach of this agreement.

- 2.29. **Performance Evaluation and Continuance of Contract:**

- (a) If it is found at any time during the currency of the agreement inclusive of the extension period that the scanning/digitizing, indexing, storing or retrievable has not been done in accordance with the agreed terms and conditions of this NIT, the SCI shall be entitled to withhold release of any payment to the vendor and may

invoke forfeiture of the performance bank guarantee.

- (b) The tenderer will be required to digitize minimum such number of pages as may be fixed by the SCI from time to time. The staff of the Registry of the Supreme Court will do random checking of the work undertaken, executed by the vendor and in the event, it is found that the vendor has failed to execute or complete the minimum decided volume of work, SCI may impose penalty as per penalty/risk purchase clause.
- (c) The penalty may also be imposed for poor scanning, failure to scan the required number of pages or in case the vendor stops, slows down or otherwise disrupts the normal flow of work during the contractual period.
- (d) Initial term period of this contract is for 02 (two) years which may be further extended up to 05 (five) years on annual basis subject to the discretion of the Competent Authority of SCI.
- (e) Continuance of the contract and payment of the work done shall be subject to evaluation of satisfactory performance by such officers of SCI, who are nominated by the Competent Authority for regular as well as random checking and further subject to the vendor fulfilling all the terms and conditions of the contract.
- (f) Revision of rates after satisfactorily completion of initial period of 02 (two) years will be purely based on prevailing minimum wages promulgated by the Government of Delhi for computer skilled manpower on year-to-year basis, subject to maximum for a further period of 03 (three) years and approval of the Competent Authority. The minimum wage as on date of award of the contract shall be taken as base price and, in the 3rd, 4th or 5th year, an escalation will be given by indexing with base rate or 5%, whichever is higher.

2.30. **Indemnity:**

- (a) The vendor shall indemnify SCI of all its legal obligations towards the personnel, manpower deployed by it for execution and discharge of its obligations and duties as per the agreement. SCI shall also stand absolved of any liability on account of death or injury sustained by the staff, personnel posted by the vendor during the currency of this NIT/agreement and for any damages or compensation due to any dispute between the vendor and its staff.
- (b) Under no circumstances, SCI can be held liable for infringement of the intellectual property rights of a third party on account of use of computer software, application, hardware towards the discharge of its duties and obligations under the NIT. The vendor shall indemnify SCI from any such violations and claims.

ANNEXURE - I (FINANCIAL BID)

Phase III: Evaluation of Financial Bids: In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be opened. The tenderer is required to quote its lowest rates separately for following tasks individually (à la carte).

Note: Quoted price shall be inclusive of all the different size of pages i.e. A3, A4, A5, Legal-size, Maps etc.

S. No.	Required	Expected Volume *	Price (Inclusive of GST) (infigures)	Price (Inclusive of GST) (in words)	Weighted Price*** (in figures)	Weighted Price*** (in words)
(1)	(2)	(3)	(4)	(5)	(6)= (3) x (5)	(7)=(3) x (5)
(i)	Cumulative Flow for - Scanning, QC, OCR, Accessibility, Ingestion - [per page price]	60,000/- pages per day				
(ii)	Cumulative Flow for - QC, OCR, Accessibility, Ingestion - [per page price]	20,000/- pages per day				
(iii)	Cumulative Flow for - QC, OCR, Accessibility, - [per page price]	80,000/- pages per day				
(iv)	Ingestion (Indexing etc.) - [per index/bookmark price]	10,000/- Bookmarks per day				
Weighted Total**						

* Expected Volumes as at column (3) above are only indicative to calculate weighted total and are not related to actual quantum of work.

** L-1 will be decided on the basis of weighted Total

*** Weighted price = Column (3) x (5)

Date:

(Signature of the Authorized Signatory of the Firm/Company/Organization a/w Official Stamp/Seal)

Place:

ANNEXURE - II (TENDER/RFP RESPONSE COVER LETTER)

[Original signed copy on Company/Firm's Letterhead]

Dated: _____, 2021

To,
Registrar

Supreme Court of India
New Delhi

Ref: RESPONSE TO NOTICE INVITING TENDER FOR AWARDING CONTRACT FOR SCANNING/DIGITIZATION OF RECORDS OF THE SUPREME COURT OF INDIA

Dear Sir,

- 1) On having examined the NIT document, the receipt of which is here by duly acknowledged, we, the undersigned, offer our bid as required and outlined in the RFP /NIT and agree to abide by this response for a bid validity period.
- 2) The following persons will be the authorized representative of our company/ organization for all future correspondence between the Supreme Court of India(SCI)and our organization till the completion of the project.

Details	1	2
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

- 3) We fully understand that in the event of any change in our contact details, it is our responsibility to inform SCI about the new details. We fully understand that SCI shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the SCI to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to SCI.

4) We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the SCI is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SCI in its Short-listing process.

5) We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

6) We agree for unconditional acceptance of all the terms and conditions set out in this tender bid document.

7) We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in NIT/tender document.

8) It is hereby stated that I/We are entitled to act on behalf of our company/corporation/Enterprise/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of

Signature.....

Name.....

Designation.....

ANNEXURE - III (VENDOR INFORMATION FORM)

Bidders are requested to furnish the following information and enclose along with quotation.

Bidder Name:				
Address of the Bidder:				
Name & Designation of Authorized person:				
Contact information:	Mobile:	Telephone:	Fax:	Email:
<u>Bank Details of the Bidder</u>				
Bank Name:				
Bank Address:				
Bank Account No.:				
IFSC Code:				
PAN No.:				
TIN No.:				
GST No.:				

Date: _____

Signature of the Authorized Signatory of the Firm/Company/Organization a/w Official Stamp/Seal.

Annexure - IV

(PROFORMA FOR THE PERFORMANCE BANK GUARANTEE)

To,
The Registrar
Supreme Court of India
New Delhi

IRREVOCABLE PERFORMANCE BANK GUARANTEE

- 1) WHEREAS, <<**name of the Bidder and address**>> (hereinafter called "**the Bidder**") has undertaken, in pursuance of Contract No. <**Insert Contract No.**> dated. <**Insert Date**> to provide **Services for Scanning, Digitization of Records of the Supreme Court of India** to Supreme Court of India (hereinafter called "**the beneficiary**").
- 2) **AND WHEREAS**, it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;
- 3) **AND WHEREAS**, We <**Insert Name of Bank**> (hereinafter called "**the bank**"), a banking company incorporated and having its head/registered office at <**Insert Address of Registered Office**> and having one of its office at < **Insert Address of Local Office**> have agreed to give the Bidder a irrevocable bank guarantee.
- 4) **NOW THEREFORE, WE HEREBY STATE** that we are the guarantors and responsible to the beneficiary, on behalf of the Bidder, up to a total of ₹<**Insert Value**> (***Rupees***<***Insert Value in Words***>***only***) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹<**Insert Value**> (***Rupees*** <***Insert Value in Words***>***only***) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
- 5) We hereby waive the necessity of your demanding the said

debt from the bidder before presenting us with the demand.

- 6) We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
- 7) This irrevocable bank guarantee shall be valid until **<Insert Date>**.
- 8) Notwithstanding anything contained herein:
 - a. Our liability under this bank guarantee shall not exceed **₹<Insert Value> (Rupees <Insert Value in Words>only)**.
 - b. This bank guarantee shall be valid upto **<Insert Expiry Date>**.
 - c. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before **<Insert Expiry Date>** failing which our liability under the guarantee will automatically cease.
 - d. On receipt of a written notice from the beneficiary, the bank shall forthwith transfer the sum of **₹<Insert Value> (Rupees<Insert Value in Words>only)** to the bank account of the beneficiary, whose details are as under:
 - i. **Bank:** UCO Bank
 - ii. **Address:** 1, Tilak Marg, Supreme Court Compound
Supreme Court of India, 1
New Delhi - 110001
 - iii. **IFSC Code:** UCBA0000207

***(Signature of the Authorized Signatory
of the Bidder's Banker a/w Official Stamp/Seal)***

Annexure - V

CONTRACT FORM

(On a Non-Judicial Stamp Paper of ₹100/-)

THIS AGREEMENT signed on this the ___ day of ___, 2021 **BETWEEN** Supreme Court of India, New Delhi - 110001, India (hereinafter "**the Service Recipient**") party of the first part, AND _____ <Insert Name, through Authorized Representative and Address> (hereinafter called "**the Service Provider**") party of the second part:

WHEREAS the Service Recipient is desirous that the **Services for Scanning, Digitization of Records** should be provided by the Service Provider, and has accepted a bid submitted by the Service Provider in response to the Service Recipient's Bidding Document Reference for the **Services for Scanning, Digitization of Records of Supreme Court of India** in the sum of ₹<Insert Value> (**Rupees <Insert Value in Words> only**) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as integral part this Agreement, viz:
 - a. The Service Recipient's Letter of Award (LOA)/Contract No. _____ dated _____.
 - b. The offer and price schedule submitted by the Bidder.
 - c. The schedule of requirement and the specifications mentioned in various Sections of the above referred Bidding Document.
 - d. The terms and conditions in the above referred Bidding Document.
3. In consideration of the payments to be made by the Service Recipient to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Service Recipient to provide the Services and to remedy defects therein in conformity with the

provisions of Service Recipient's LOA and Bidding Document.

4. The Service Recipient hereby covenants to pay the Bidder in consideration of the provision of the Goods / Services and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the LOA at the times and in the manner prescribed in the LOA and Bidding Document.

IN WITNESS WHEREOF THE PARTIES hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of
(Name of Company)
India

Signature:

Name:

Designation:

Company's stamp/Seal:

For and on behalf of
Registrar, Supreme Court of

Signature:

Name:

Designation:

Company's stamp/Seal:

WITNESSES:

1)

1)

1)

1)

ANNEXURE - VI

INFORMATION SHEET / CHECK LIST

S.No.	Description	Response of the Tenderer
1	Incorporated and Registered in India under Indian Companies Act 1956 or Limited Liability Partnership firm registered under LLP Act 2008, Partnership Act 1932 and subsequent amendment thereto	
2	Name of the Tenderer with Head-Office and/or Delhi-NCR Office address.	
3	Name of the Contact person with Telephone / Mobile No. /FAX No. and E-mail ID	
4	GST Registration Number (Copy to be attached)	
5	PAN Number. (Copy to be attached)	
6	Whether Bid Security Declaration Form enclosed? (Yes or No)	
7	Whether the firm at least three years old? (Yes or No) If Yes, attach Registration Certificates.	
8	Whether the firm has an annual turnover of at least Rs. 05 Crores (Five Crores) in all the 3 year. (Yes or No) Balance Sheet of last 3 years. If Yes, mention last three years annual turnover	
9	Whether 3 years audited balance sheet enclosed? (Yes or No)	
10	Whether each page of the tender document are signed and sequentially numbered? (Yes or No)	

11	Whether all the terms & conditions of Notice Inviting Tender are acceptable? (Yes or No)	
12	Whether the firm has executed minimum 3 (three) projects of more than Rs. 1 crore value for Scanning/Digitization of records on job work basis in any Government department or in any Public Sector Undertaking, Autonomous Bodies, Courts or Tribunals. (Yes or No) If Yes, mention name, address and contact details of the organization.	
13	Whether submitting three separate superscribed respective sealed envelopes as below: (i) <u>Technical Bid</u> (Annexure - VIII; Annexure - IX) (ii) <u>Financial Bid</u> (Annexure - I) (iii) <u>Bid Security Declaration Form</u> (Annexure - X)	
14	Whether quoted for all the items of the tender? (Yes or No)	
15	Whether the firm will comply all Acts and /or Rules and Regulations framed by Government of N.C.T. Of Delhi or Government of India relating to the work and employees? (Yes or No)	
16	IT hardware's provided by the firm shall be new or not more than one year old from the year of manufacturing? (Yes or No)	

Date: _____

Place: _____

Signature of the Authorized Signatory of the
Firm/Company/Organization a/w Official Stamp/Seal

Annexure - VII

NON-BLACKLISTING DECLARATION

THIS IS TO CERTIFY that our company intends to submit a proposal in response to the RFP /NIT for ***Services for Scanning, Digitization of Records of Supreme Court of India.***

It is hereby certified that WE are not blacklisted by any Central/State Government/Bidder of Central/State Government/PSU/Autonomous Body / any Regulatory Authority in India as on date.

Date: _____

Signature of the Authorized Signatory of the
Firm/Company/Organization a/w Official Stamp/Seal

Annexure - VIII
TECHNICAL BID

METHODOLOGY FOR EVALUATION OF PERFORMANCE AND PRODUCTS OF SCANNING SERVICE PROVIDERS.

Phase I: Evaluation of Eligibility Criteria (Annexure – VIII)

Phase II: Evaluation of Technical Bids (Annexure – IX)

Phase III: Evaluation of Financial Bids (Annexure – I)

Phase I: Evaluation of Eligibility Criteria: In this part the Bidders will be evaluated for the fulfilment of the conditions specified in the qualification criteria. Qualification bid documentation shall be evaluated as under:

HARDWARE & SOFTWARE

S.No	Description	Minimum Number of Items to be deputed (at the beginning of project, subject to variation in future)	Minimum Required Configuration	Configuration available with the vendor	Number of Items available with the vendor	Year of Purchase/ Date of Installation / Year of launch of model by OEM	Compliance (Yes / No)
1.	Server/Workstation	1	Specifications as per compatibility with “PDF Editor (SDK/API/Command variant for server)” system software (to be provisioned by vendor) for hosting it in production mode by the vendor.				

2.	Desktops	40	<p><u>Cabinet:</u></p> <ul style="list-style-type: none"> ◦ 2 GHz quad core processor (4 vCPU) ◦ 8 GB DDR4 RAM ◦ 64 GB HDD (preferably SSD) ◦ 1 Gbps capable ethernet/LAN network card ◦ VGA and HDMI display output <p><u>Monitor:</u></p> <p>(a) Minimum of 21 inches diagonal screen size and more than 11 inches screen height with 16:9 aspect ratio.</p> <p>(b) Minimum Resolution: 1920 x 1080 at 60 Hz</p> <p>(c) Display Input: VGA and HDMI</p> <p><u>Keyboard:</u></p> <p>full length QWERTY mechanical keyboards (preferred) or full length QWERTY high quality membrane keyboard (which are suitable for heavy typing for long durations with minimal mis-types/mistakes)</p>				
3.	Printers	04					
4.	UPS	Not essential					
5.	NAS Backup Devices	03	15 TB				
6.	Scanners	10	<p>Output: PDF format, jpeg, jpg, tiff, png, bmp format;</p> <p>duplex mode;</p> <p>capable of handling fragile, old, delicate documents without damaging them;</p> <p>“PDF/A-2a” format with “PDF 1.7” version;</p> <p>Touch screen control panel with provision to:</p> <p>(i) scan to remote PC/Server via SSH/SFTP/RSYNC, (ii) to rename the resultant scanned file before</p>				

			transferring to destination, (iii) to select scan destination over network; Ethernet/RJ45 connectivity (Preferably Wifi too); Speed: 100 ppm; Capability to handle upto 5000 pages in a single PDF; REST API and SDK to enable remote scanning; A combination of flat-bed and ADF as per quality/condition of physical pages received.				
7.	Cameras	01	For scanning/digitizing non-standard size which may not fit within the scanner eg.: Maps, Illustrations, Graphs etc.				
8.	Antivirus (For Desktops)	40	Protection against Malware, Spyware, Ransomware, Phishing, real time scanning, trojans, virus, bots etc. Auto-clean				
9.	PDF Reader, Editor	10	“PDF/A-2a” format with “PDF 1.7” version (or preferably PDF/A-4 aka PDF/A-NEXT format with “PDF 2.0” version); viewer; manipulation; editing; annotating; digital signature; auto-tagging/ auto-accessibility for visually impaired accessibility; Auto-OCR; Auto-QC; manual OCR text correction; manual tagging for accessibility; manual logical structure or reading order of tags for accessibility; validation of PDF for quality/completeness/progress/abnormalities of QC, OCR, Accessibility (Tagging etc.) along with				

			formatted human and machine readable validation report export facility;				
10.	PDF Editor (SDK,API,Command variant for server)	1	<p>“PDF/A-2a” format with “PDF 1.7” version; manipulation; editing; annotating; digital signature; auto-tagging/auto-accessibility for visually impaired accessibility; Auto-OCR; Auto-QC; validation of PDF for quality/completeness/progress/abnormalities of QC, OCR, Accessibility (Tagging etc.) along with formatted human and machine readable validation report export facility; Extensive REST API/Command and SDK endpoints/provisions for exposing all the licensed functionalities to SCI, along with its exhaustive documentation.</p>				
11.	Desktop OS	40	Preferably Ubuntu 20 LTS				

MANPOWER

S. No.	Category	Minimum Required qualification and Experience	Designation	Details of key staff/Qualification/Experience
1	Project Management	Post Graduate with Computer as main stream - Minimum two years		
2	Scanning/PDF Compliance/Ingestion Operations	Graduate; 45 words per minute English typing speed with 100% accuracy.		
3	System Administration	Graduate in IT,CS - Min. 2 yr relevant experience.		

Annexure - IX
TECHNICAL BID

Phase II: Evaluation of Technical Bids on below parameters. The Bid Evaluation Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without requirement of intimating the Bidder of any such changes. At any time during the process of evaluation the Bid Evaluation Committee may seek specific clarifications from any or all Bidders.

Pre-Qualification - Mandatory Criteria

S.No.	Parameter	Specification	Vendor Compliance (Yes or No)
The vendor's hardware/software should be able to provide output PDF's with following specifications:			
1	DPI (For normal pages)	300	
2	DPI (For torn/damaged physical papers/pages)	600	
3	DPI (For coloured photographs/maps/graphs/diagrams/figures/illustrations etc.)	1200	
4	Colortone	Grayscale, Black & white, Color	
5	Color filtering capability		
6	Scan should make even the smallest font legible, regardless of colour and markings.		
Auto-QC process should be able to ensure that the PDF is free from:			
7	Text that is cut off		
8	Crooked pages		
9	Dark gutters (the margins where shadows occur from curvature in		

	the book's spine)		
10	Poor contrast		
11	Pages that are rotated 90 or 180 degrees		
12	Stains		
13	Blurring		
Auto-QC process should be able to ensure that the PDF is/has:			
14	clean, without spots, deskewed, rasterized, optimized, linearized, stripped of unneeded content, flattened, without form submissions/import/reset actions, flattened forms, without javascript, removed alternate images, removed print settings, without bookmarks, discarded file attachments, discarded external cross references, no cut off text, no crooked pages, no dark gutters (the margins where shadows occur from curvature in the book's spine or from corner of pages), good contrast, no pages that are rotated 90/180 degrees, no stains, no stray marks		
Auto-OCR/Auto-Accessibility process should be able to ensure that the PDF is/has:			
15	ASCII encoding; alien/stray/garbage characters or encodings should be removed from PDF		
16	Complied to specifications at: https://anu.sci.gov.in/271f18f OR https://cdnbbsr.s3waas.gov.in/s3c92a10324374fac681719d63979d00fe/creating_accessible_pdf.pdf		

17	Age of Equipment to be installed in the SCI should be new or up to one year old from the date of manufacturing		
18	The firm has a capacity do depute minimum of 25-40 manpower or >40 at any given point of time on the directions of SCI during the contractual period		
19	The firm is at least 3 years old		
20	The firm has executed minimum 3 nos. of similar projects executed in Govt. / PSU Undertakings, Autonomous Bodies, Courts or Tribunals of value of more than Rs. 1 Crore each per year.		
21	The firm agree to give demo/presentation as desired by SCI before finalization of the tender		
22	<p>Following documents are to be submitted in support of the mandatory requirements:</p> <ol style="list-style-type: none"> 1. Company registration as per Act 2. Proof of minimum turnover of 05 crores for last 3 years. (ITS/balance sheets etc.) 3. Undertaking that the Equipment to be provided at SCI shall be New or up to 1 year old 4. Undertaking that the firm has a capacity to depute Minimum Manpower - 25 to 40 or >40 manpower at the discretion of SCI during Contractual period 5. Proof that the firm is at least 3 years old 6. Proof that the firm has executed at least 3 projects of value of more 		

	than ₹1.00 crore. 7. Undertaking that the manpower/manager deputed at SCI shall have education and experience as per tender document.		
--	--	--	--

Date: _____

**Signature of the Authorized Signatory of the
Firm/Company/Organization a/w Official Stamp/Seal**

Annexure - X
BID SECURITY DECLARATION FORM
IN LIEU OF EARNEST MONEY DEPOSIT (EMD)

(On Bidder's Letter Head)

I/We, the authorized signatory of M/s. participating in the subject Tender No..... dated, for the job of, do hereby declare:

(i) That I/we have availed the benefit of waiver of EMD while submitting the offer against the subject Tender and no EMD is being deposited for the said tender.

(ii) That in the event I/we withdraw/modify our Bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit the required Performance Security within the given timeline or I/we commit any breach of Tender Conditions/Contract which attracts penal action in that event I/we shall stand suspended from being eligible for bidding/award of all future contract(s) of Supreme Court of India for a period of one year from the date of committing such breach.

Date:

Place:

.....
*(Name, Signature of the Authorized Signatory of Bidder
a/w Stamp, Seal)*

ANNEXURE - XI

SCANNING REQUIREMENTS, PROCESS & QUALITY STANDARDS

1. The physical files when scanned & processed (after PDF Compliance or before Ingestion) should output PDF in “PDF/A-2a” format with “PDF 1.7” version (or preferably PDF/A-4 aka PDF/A-NEXT format with “PDF 2.0” version).
2. Vendor is at liberty to employ whichever scan configuration i.e. colour tone, resolution etc., subject to a minimum of 300DPI, if it deems it necessary in order to ensure “100% PDF Compliance”.

However, after completion of “PDF Compliance”, the vendor should convert the output PDF to strictly match below criteria (notwithstanding anything mentioned in this NIT in this regard) or as per express directions of authorized officials/officers of SCI (on case file page basis), before submitting/uploading the same on SCI server for Ingestion:

- i. DPI (For normal pages): maximum 300
 - ii. DPI (For torn/damaged physical papers/pages): maximum 600
 - iii. DPI (For coloured photographs /maps /graphs /diagrams /figures /illustrations etc.): maximum 1200
 - iv. Colour tone (For normal pages): Grayscale
 - v. Colour tone (For coloured photographs /maps /graphs /diagrams /figures /illustrations etc.): Colour
3. Also, font size can affect the DPI you choose. Standard font sizes, 10-point and up, are fine at 300 dpi. However, smaller fonts might be harder to read at this resolution, so you might decide to bump it up to 400 dpi.
 4. Colour photographs are often scanned at higher resolutions to capture their detail - typically from 600 to 1,200 dpi, with the higher resolution used for the best archival images.
 5. A high quality scan is one that is easy for everyone to read, including individuals with low vision or who use assistive technologies to read text electronically. High quality scans should be free from:
 - i. Text that is cut off
 - ii. Crooked pages
 - iii. Dark gutters (the margins where shadows occur from curvature in the book’s spine)
 - iv. Poor contrast
 - v. Pages that are rotated 90 or 180 degrees
 - vi. Stains
 - vii. Blurring

The Vendor should ensure high quality scans for all pages while adhering to “faithful reproduction” clause.

6. For text printed on coloured paper, try increasing the brightness and contrast by about 10%. If your scanner has the colour-filtering capability, consider using a filter or lamp that drops out the background colour. Or if the text isn't crisp or drops out, try adjusting scanner contrast and brightness to clarify the scan.
7. Scan resolution is 100% scan ratio (1:1) and true optical resolution in DPI calculation.
8. You must evaluate the digital output quality to verify that the digitized version accurately represents the content of the original document. Meeting minimum standards does not imply legibility of the digital reproduction. All scans must be legible to the smallest font on the record, regardless of colour and markings.
9. If scanning at the minimum standards do not accurately represent the record and the record is not completely legible, you must use a higher DPI, a higher bit number, grayscale or colour scanning, adjust other scanner settings and thresholds or take any other action as required to ensure accuracy and legibility of the scanned record.
10. **At the end, DPI used depends upon readability and viewing details (specifically for photos, graphs, diagrams, illustrations, maps etc.) on upto 28 inch full-HD monitor without any pixilation, blurring etc.**
11. The PDF/A files as scanned & digitised by the vendor will be digitally signed using an open source Digital Signature software. The PDF/ An output given by the vendor should be digitally sign-able without requiring any proprietary/commercially purchased software.
12. The compressed PDF files created for viewing should also to be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Colour/Grey scale images retaining.
13. Should be linearized, optimized, flattened PDF (as per applicable ISO standards for the PDF format and version supplied by the vendor).
14. In this case the PDF should also be re-flowable such that the text some documents may be in the forms of big Maps/Plans etc. Arrangement of scanning for the same should also be made.
15. 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 separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant data base. The original papers shall however be retained in the main file. 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 shall be fully responsible for any loss/damage of any document.

16. The tenderer’s scanner after successfully scanning and processing the physical file shall transfer the raw digital files automatically to the remote storage provided/configured by the SCI and also to its own storage. This auto-transfer tunnel (via SSH/SFTP/SAMBA/RSYNC etc.) should be free of any manual intervention.

All further workflow processes should be performed by the vendor (as applicable) only on the files hence sent to the SCI storage after downloading such files from SCI storage server (i.e. the vendor shall not perform any workflow processes on the files directly saved by its scanner on vendor’s own computers).

Annexure - XII
Process & quality standards for QC of digital PDF

1. Quality Control: During the process of scanning (due to human limitations or machine configurations/errors), often scanned pages have deformities like skewing, blurring, undesired characters, objects etc. Such deformities often lead to error prone and less accurate OCR process.
2. QC process involves identifying all possible deformities and rectifying them before sending them over for OCR process.
3. "Auto QC" (as provided by various PDF editing/manipulation tools/SDK available in the open market) using an authorized software tool must be performed by the vendor on all scanned PDFs. "Auto QC" functionality should automatically convert one or many non-QC PDF files into QCed PDFs on a single click/command, without any other manual intervention.
4. The Vendor should try to ensure that the QCED PDF is/has - clean, without spots, deskewed, rasterized, optimized, linearized, stripped of unneeded content, flattened, without form submissions/import/reset actions, flattened forms, without JavaScript, removed alternate images, removed print settings, without bookmarks, discarded file attachments, discarded external cross references, no cut off text, no crooked pages, no dark gutters (the margins where shadows occur from curvature in the book's spine or from corner of pages), good contrast, no pages that are rotated 90/180 degrees, no stains, no stray marks.
5. The "Auto QC" process should be capable of cleaning, spot reduction, rasterization, deskew, optimization, flattening, compression, linearization etc., to the extent that the output PDF is a "faithful reproduction" of physical case file and is a good candidate for "OCR - PDF Compliance" process.

Only "100% QC PDF" shall make this PDF as having passed this stage & usable in further workflows/processes. Non "100% QC PDF" will not be transferred to us and will not be eligible for Billing.

The output PDF visibly should be invariably like the physical case file (or preferably to a PDF which is directly exported from a Word processor (like MS Word or LibreOffice)). The PDF which meets all criterion shall be considered as "100% QC PDF".
6. The output PDF of QC should be such that the next process i.e., OCR is highly accurate and efficient.
7. A vendor, who offers maximum "Auto QC" speed while maintaining highest accuracy level would be given preference.

Annexure - XIII

Process & quality standards for converting digital PDF to 100% OCR

1. Optical Character Recognition (OCR): The typed text (in English language) within the PDF file should be made to be machine/computer readable and searchable (as an invisible text layer over the scanned bitmap of that text).
2. Default “Auto OCR” (as provided by various PDF editing/manipulation tools/SDK available in the open market) shall be performed by the vendor. “Auto OCR” functionality should automatically convert one or many non-OCR PDF files into OCRRed PDFs on a single click/command, without any other manual intervention.
3. If the above “Auto OCRRed PDF” is satisfactorily machine/computer readable and searchable, it shall be considered as “100% OCR PDF”.
4. The OCR text should be in ASCII encoding. Any other alien/stray/garbage characters or encodings should be removed from OCR layer (although the underlying scanned bitmap should remain intact). All characters supported by ASCII encoding should be computer readable/searchable in the “100% OCR PDF”.
5. The vendor’s “Auto OCR” setup should be capable of converting non-OCR PDF to “100% OCR PDF” at the rate of minimum 50 pages per second (pps) at all times of the day. Preferably the “Auto OCR” setup should be server based instead of on individual PCs. (Cumulatively, “Auto PDF Compliance” should have a speed of minimum 50 pps).
6. Such vendor will be preferred which offers maximum “Auto OCR” speed while maintaining highest accuracy level.
7. Only “100% OCR PDF” shall make this PDF as having passed this stage & usable in further workflows/processes. Non “100% OCR PDF” will not be transferred to SCI and the same shall not be eligible for billing.
8. Additionally, process and quality standards defined by Government of India for PDF Compliance (as applicable) shall also be adhered to by the vendor, as per below GOV hypertext links:

Link Option 1: <https://anu.sci.gov.in/271f18f> **Link Option 2:**
https://cdnbbsr.s3waas.gov.in/s3c92a10324374fac681719d63979d00fe/creating_accessible_pdf.pdf

Annexure - XIV

Process & quality standards for making PDFs accessible to visually impaired

1. Vendor needs to make all the PDFs as “100% Accessible PDF”. The visually impaired should be able to navigate and read such PDFs using assistive technologies like JAWS, screen readers etc.
2. “100% Accessible PDF” is the one which is remediated, is tagged with actual logical structure and has reading order maintained for all human readable and comprehensible text with “faithful reproduction”.

The vendor needs to achieve this by employing “Auto Accessibility” (as provided by various PDF editing/manipulation tools/SDK available in the open market). “Auto Accessibility” should automatically convert one or many non-accessible PDF files into Accessible PDFs on a single click/command, without any other manual intervention.

3. Only “100% Accessible PDF” shall make this PDF as having passed this stage & usable in further workflows/processes. Non “100% Accessible PDF” will not be transferred to SCI and the same shall not be eligible for billing.
4. Such vendor will be preferred which offers maximum “Auto Accessibility” speed while maintaining highest accuracy level.
5. Additionally, process and quality standards defined by Government of India for PDF Compliance (as applicable) shall also be adhered to by the vendor, as per below GOV hypertext links:

Link Option 1: <https://anu.sci.gov.in/271f18f>

Link Option 2:

https://cdnbbsr.s3waas.gov.in/s3c92a10324374fac681719d63979d00fe/creating_accessible_pdf.pdf