

**PUNJAB & HARYANA HIGH COURT CHANDIGARH**

**NOTICE INVITING PROPOSALS FOR CONDUCTING SCANNING WORK  
BY SCANNING COMPANY/ MENPOWER AGENCY  
FOR DIGITIZATION PROJECT IN  
PUNJAB & HARYANA HIGH COURT, CHANDIGARH.**

**REGISTRAR (COMPUTERIZATION)  
PUNJAB AND HARYANA HIGH COURT  
SECTOR - 1, CAPITOL COMPLEX,  
CHANDIGARH**

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**PUNJAB & HARYANA HIGH COURT**

**SECTOR – 1, CAPITOL COMPLEX,  
CHANDIGARH – 160001.**

**Website: [www.highcourtchd.gov.in](http://www.highcourtchd.gov.in)**

**BRIEF ABOUT DIGITIZATION PROJECT**

Punjab and Haryana High Court had started Digitization project in the year 2010. The project of Scanning and Digitization of Judicial record was assigned to M/s Newgen Software Technologies Ltd., New Delhi for a period of 5 years. As on 31.03.2018, more than 26 Lacs cases (approx. 14 Crore pages) have been scanned by the said Scanning Company.

At present, the work of scanning and digitization of Urgent and Ordinary cases of fresh filing in this Court was assigned to **Karvy Data Management Services Limited, Hyderabad, on May, 2016 at the rate of .31 paise per page (inclusive of all taxes) for scanning cost with entry of Meta Data fields and .27 paise per page (inclusive of all taxes) for scanning cost without entry of Meta Data fields** and since then approximately 1.72 crore pages have been scanned and digitized by the manpower provided by the aforesaid Company. For this purpose; ADF and Flatbed Scanners have been provided and installed by this Hon'ble High Court. E-filing has been introduced which requires digitally signed copy of paper book/case file to be filed online. E-filing on its full implementation would substitute the scanning work being undertaken by High Court at present. However, e-filing becomes an established procedure, there is requirement of scanning by High Court.

To take up the project further, as a stop gap arrangement, High Court has decided to undertake scanning till the time e-filing is fully adopted by the Advocates & litigants. **Tenders are invited for conducting Scanning work below the rates mentioned above.**

Vendor shall be wholly responsible for undertaking Scanning through its manpower and will be responsible for their Salary, Verification, Performance, Work & Conduct etc. High Court will supervise work performance of the Vendor and will assign the tasks with respect to Scanning and Digitization. High Court will pay to the Vendor on the basis of Total Pages Scanned during the month and the manpower will be on the payroll of the vendor. The infrastructure for Scanning and Digitization will be provided by the High Court.

Scanning will be done by staff of Vendor in the following two Categories:-

1. Scanning of files with Entry of meta-data fields.
2. Scanning of files alone i.e. without entry of meta-data fields.

**PUNJAB & HARYANA HIGH COURT  
SECTOR – 1, CAPITOL COMPLEX,  
CHANDIGARH – 160 001.  
Website: [highcourtchd.gov.in](http://highcourtchd.gov.in)**

**NOTICE INVITING TENDERS**

In order to ensure smooth functioning of ongoing Scanning & Digitization work at Digitization Cell of Punjab and Haryana High Court, as a stop gap arrangement till the time e-filing is fully adopted by the Advocates & litigants, sealed tenders are invited from Scanning Company/ Menpower Agencies to conduct the scanning work. Vendor shall be wholly responsible for undertaking scanning through its manpower and will be responsible for their Salary, Verification, Performance, Work and Conduct etc. High Court will supervise work performance of the vendor and will assign the tasks with respect to Scanning & Digitization. High Court will pay to the Vendor on the basis of Total Pages Scanned during the month. The infrastructure for Scanning and Digitization will be provided by the High Court.

Vendor shall get the scanning work done through its employees who should have following minimum qualifications to ensure quality:-

1. Matriculation from a recognized board/ university or equivalent.
  2. 3/6 months basic diploma in Computer Applications.
  3. At least Six months experience, preferably in the process of Scanning or Digitization of Documents.
  4. English Typing/ Data Entry speed @ 30 wpm in case of meta-data entry work.
  5. Willing to work in shifts and beyond duty hours.
2. Detailed Terms and conditions of the Tender and documents consisting of Tender Format and Draft Agreement can be downloaded from the Website of the Punjab and Haryana High Court i.e. [highcourtchd.gov.in](http://highcourtchd.gov.in).
3. Last date for receipt of Tender is on or before 20.04.2018 upto 4.00 p.m.

Place : Chandigarh  
Date : 06.04.2018

SD/-  
**Registrar (Computerization),  
Punjab & Haryana High Court  
Chandigarh**

**PUNJAB & HARYANA HIGH COURT CHANDIGARH**

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**PART - I**

**TENDER DETAILS**

**REGISTRAR (COMPUTERIZATION)  
PUNJAB AND HARYANA HIGH COURT  
SECTOR - 1, CAPITOL COMPLEX,  
CHANDIGARH**

## **SECTION - I**

### **INVITATION FOR BIDS**

1. Vendors are advised to study the Tender Document carefully. Submission of the Tender shall be done after careful study and examination of the Tender Document with full understanding of its implications. Over-writing must be avoided; otherwise quotation is liable to be rejected.
2. Sealed offers prepared in accordance with the Tender Document should be submitted to The Registrar (Computerization), Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh on or before 20.04.2018 by 04.00 PM.
3. **Bids must be accompanied by an Earnest Money Deposit of Rs. 1,60,000/- (Rupees One Lacs Sixty Thousand only) in the form of Bank Draft with validity of three months drawn in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.**
4. The Technical bids will be opened immediately after the closing time of the receipt of bids at **4.30 PM on 20.04.2018** in the office of the Registrar (Computerization) Punjab & Haryana High Court, Chandigarh, in the presence of the Vendors or their authorized representative(s) who wish to be present at that time.
5. Commercial bids of only those Vendors, who fulfil all pre-qualification criteria, shall be opened after the evaluation of the technical bid, on such date and time which will be notified either at the time of opening of the technical bids, or subsequently. Vendors or their authorized representative(s) who fulfil all pre-qualification criteria may remain present at the time of opening of the Commercial Bids.

6. The rates quoted by the successful bidder shall remain valid throughout the contract period (i.e. initially for TWO years and further extendable by ONE year, twice) to meet additional requirements. The rates quoted should be inclusive of all taxes and Government levies, etc. The manpower so deployed by the vendor must be on the rolls of the Vendor.
7. The Punjab & Haryana High Court, Chandigarh shall not be responsible for any postal delay or non receipt / non delivery of the documents.

## SECTION - II

### INSTRUCTIONS TO VENDORS

#### **A. INSTRUCTIONS:**

##### **1. Procedure for Submission of Bids:**

1.1 Tender should be complete in all respects including the Earnest Money Deposit.

1.2 Tenders should be submitted in the following manner:-

A] Pre-qualification documents in one sealed cover marked **“TECHNICAL BID”**

B] Commercial bid in a separate sealed cover marked **“COMMERCIAL BID”**

Both the sealed covers should then be put in another sealed cover marked **“BIDS FOR CONDUCTING SCANNING WORK IN THE DIGITIZATION CELL OF PUNJAB & HARYANA HIGH COURT, CHANDIGARH”**. This cover should also indicate clearly the name and address of the vendor.

1.3 First of all the Technical bids will be opened on the prescribed date and time.

1.4 Commercial Bids of only those vendors will be opened whose technical bids are found to be suitable. Commercial bids shall be opened on such day and time which will be notified either at the time of opening of the technical bids, or subsequently.

1.5 Rates should not be indicated in the Technical bids and should be quoted only in the Commercial Bid. Commercial Bid should only indicate rates as per Performa of Commercial Bids given in the Tender Document.

1.6 The bids received after the last date and time for receipt of bids prescribed in the tender document, shall not be opened and shall be rejected summarily.

2. **Cost of Tender Document:** The Vendor shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation/demonstration for the purposes of clarification of the bid, if



so desired by the High Court. The High Court will in no case be responsible or liable for those costs, regardless of the outcome of the Tender process.

3. The Vendor shall carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in each and every respect will be at the Vendor's risk and may result in the rejection of the bid.
4. Vendors are free to raise any query in this regard on telephone Nos. 0172-6607270 and 0172-6607358 during 10.00 am to 05.00 pm. No query will be entertained after the last date.

5. **Amendment of Tender Document:**

5.1 At any time upto the last date for receipt of bids, the High Court, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, modify the tender Document by displaying a corrigendum on the website of this Court.

5.2 Such corrigendum/amendment will be binding on all the prospective Vendors.

5.3 In order to afford prospective Vendors reasonable time for preparation/amendment of their bids or otherwise for any other reason, the High Court may, at its discretion, extend the last date for the receipt of bids.

6. The manpower so provided by the Vendor must be on the rolls of the Vendor and present work is a temporary and stop gap arrangement.

## **B. PREPARATION OF BIDS**

### **7. Language of Bids**

The bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and High Court shall be written only in English Language.

### **8. Documents comprising the Bids:**

The bids prepared by the Vendors shall comprise of following components:

- a) *Pre-qualifying Document shall consist of following:*
  - i) Bid Proposal sheet duly filled in, signed and complete in all respect (Performa – I)
  - ii) Qualifying data duly filled in as per relevant Performa, alongwith Checklist, provided in the bid proposal that the Vendor is eligible to bid and is qualified to perform the contract, if it's bid is accepted (Performa-II)
  - iii) Valid income tax clearance certificate in original (Attested copies of sales tax registration and sales tax return filed in the last financial year).
  - iv) Address, Local Address, Contact Person, Phone, Tele Fax/Email details with residential contact information, during holidays of this Hon'ble Court.
  - v) Proof of fulfilling all the pre-qualification conditions.  
(Attach copies showing that the bidder has capability for qualifying pre-bid conditions.)
- b) Proof of fulfilling all the pre-qualification conditions, as given in the Performa – III of the Tender Document.
- c) Statement of past performance
  - i) Letters of satisfactory performance from the Clients where such services have already been provided for the last 3 years.

**B] Commercial Bid consisting of the following:**

- i) Rate indicating Per Page Scanning cost with entry of Meta Data Fields and Rate indicating Per Page Scanning Cost without entry of Meta Data Fields inclusive of all taxes; and duly signed and complete in all respect V and VI for Commercial Bids.
- ii) The Vendor shall indicate full and final rates for indicated Tasks/scope of work inclusive of all taxes & cess etc. in the Terms of references which are given in the scope of work.

**9. AUTHORIZATION OF THE TENDER**

The individual signing the tender or other documents, in connection with the tender, must certify as to whether he or she has signed as:-

1. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
2. A partner of the firm, if it is a "Partnership Firm", in which case he must have the authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the tender.
3. Constituted Attorney of the Company, if it is a Company.

## **SECTION - III**

### **PRE QUALIFICATION CONDITIONS**

- a) Vendor must be a registered company in India and should be in the business of undertaking the Scanning work through its manpower for at least last 3 years.
- b) Vendor should have provided satisfactory services of similar expertise to minimum three Government departments/ organizations / institutions etc. Copy of orders and Certificate from the clients should be attached.
- c) Vendor should have minimum 25 resources of similar expertise on its rolls. Details of resources with their expertise should be provided to the High Court.
- d) Vendor should have an office at Chandigarh.

## **SECTION – IV**

### **TERMS AND CONDITIONS OF THE CONTRACT**

1. The contract will be initially for two years and shall be further extendable by another one year, twice, subject to satisfactory services.
2. It is the sole responsibility of the Vendor to get the antecedents of the source(s) deployed at High Court verified from the concerned Department(s)/Agency.
3. Manpower that will be deputed will have to scan approximately 30,000 to 40,000 pages per day in a time bound manner which can be subsequently increased or decreased depending upon the work and other factors.
4. That the manpower provided by the Vendor will be purely on the payrolls of Vendor and High Court will have no role in the payment of their Salaries and other issues related to their job. High Court will only supervise the work performance of the Vendor and will assign the Scanning and Digitization work to the vendor.
5. High Court will pay to the Vendor on the basis of Total Pages scanned during the month.
6. That the Vendor shall be responsible for timely payment towards EPF & ESI (wherever applicable) and other statutory clearance of the manpower deployed on the project.
7. That the Vendor shall release the salary to the manpower deployed by 7<sup>th</sup> of every month positively and a certificate in this regard is required to be submitted by the Vendor along with the bill to Punjab & Haryana High Court.
8. That the manpower provided by vendor shall not make any claim for job on regular or contract basis on the establishment of this Hon'ble High

Court at a later stage and any such claim made will be out rightly rejected.

9. That the manpower so deputed, on some occasions, shall be required to provide services on non-working days or beyond office hours on working days.
10. That the Vendor shall allow the manpower so deployed one leave per month besides all Sundays and Gazetted Holidays. All Saturdays will be working except Gazetted Holidays falling on Saturdays. In case of deployment of manpower on holidays/beyond office hours, it shall be responsibility of vendor to pay appropriate wages. High Court shall not be liable for this and only per page scanning cost will be paid.
11. That the scanning work will be done by Vendor in two categories: 1. Scanning with Entry of meta-data fields. 2. Scanning without entry of meta-data fields.
12. Vendor shall have to do Data Entry work, Scanning work, Quality Checking work, Pre and Post scanning work which includes tagging, un-tagging, pasting of documents wherever required and other such works required to perform Scanning and Digitization in the premises of High Court only or its branches situated in Chandigarh.
13. That the Vendor shall maintain a pool of selected resources so as to enable immediate replacement of the resource in the event a resource leaves the job or is absent from duty. Scanning work should not suffer or delayed in any manner.
14. If the manpower deputed by the Vendor is not found suitable/not performing his/her job as per the requirements, this Court can seek replacement of the said resource without assigning any reason.
15. That the Vendor shall be released monthly payments at the end of each month subject to satisfactory service during the month. A performance

- appraisal will be done by the Registrar (Computerization) for assessing performance of the vendor during the month before releasing payment. The invoice should be in the name of Registrar General, Punjab and Haryana High Court.
16. Bids with incomplete information or not in accordance with instructions are liable to be rejected. Bids must be accompanied by Earnest money of Rs. 1,60,000/-.
  17. This Court stands absolved of any liability on account of death or injury sustained by the resource(s) deployed by the Vendor during the performance of this engagement and also for any damage(s) or compensation due to any dispute between the Vendor and his employee(s).
  18. Punjab & Haryana High Court, Chandigarh, will have the right to get the centers of the Vendors already in operation inspected at any time for verification purposes.
  19. That vendor shall be required to furnish performance Bank Guarantee to the extent of 10% of the annual consideration amount indemnifying it's liability arising out of the contract. In case the services of the vendor are not found satisfactory for consecutive two quarters as per the Service Level Agreement, the contract will be deemed to have been cancelled and this Court will proceed for liquidation of the performance Bank Guarantee submitted by the vendor.
  20. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to negotiate for further reduction of rates.
  21. **EARNEST MONEY & SECURITY:** The vendor must deposit Rs. 1,60,000/- (Rupees One Lacs and sixty thousand only) as Earnest Money along with tender document in the form of Bank Draft with validity of three months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh. The successful Vendor will be required to make a

security deposit in the form of Performance Bank Guarantee of 10% of the total value of the tender valid for one month beyond the contract period from any Scheduled Bank in the name of the Registrar General, Punjab & Haryana High Court, Chandigarh.

22. **TERMINATION FOR INSOLVENCY:** The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may at any time terminate the contract by giving written notice to the Vendor without compensation to the Vendor, if the qualified Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the High Court.

24. **TERMINATION FOR CONVENIENCE:** The Punjab & Haryana High Court, Chandigarh may, by written notice sent to the qualified vendor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for High Court's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

#### 24.1 **Independent Status of Vendor**

Independent Status of Vendor – This section makes clear that Vendor is an independent contractor and neither Vendor nor Vendor's employees are the employees of the Punjab & Haryana High Court, Chandigarh. Because Vendor is an independent Contractor, the Punjab & Haryana High Court is not required to pay employee's taxes such as worker's compensation.

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee.



Publicity – This section establishes that Vendor will not use any advertising, sales promotion, or other publicity materials in which Punjab & Haryana High Court, Chandigarh’s name is specifically mentioned, implied, or can be inferred without prior consent of its Registrar (General).

The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor’s Services by the Punjab & Haryana High Court and shall not be so construed by Vendor in any advertising or other publicity materials.

## 24.2 Liquidated Damages

Liquidated Damages – This section establishes the amount of damages upon the breach of certain contractual requirements. If the timeline for the performance of any contractual requirement is critical to Purchaser, then this section may be used. The amount is determined through a good faith effort to estimate damages should a breach occur, when the actual damages amount is not reasonably ascertainable.

### a. Liquidated Damages – General

Any delay by Vendor in meeting the requirements set forth in this Contract will be treated interference in the proper implementation of Purchaser’s programs and will result in loss and damage to Purchaser.

As it would be impracticable to fix the actual damage(s) sustained in the event of any such failure(s) to perform the required job, Purchaser and Vendor agree that in the event of any such failure(s) to perform the required job, the amount of damage(s) which will be sustained, will be the amount set forth in the following subsections and Vendor shall pay such amounts as liquidated damages and not as a penalty.

### b. Liquidated Damages

If Vendor does not provide the Services within the time schedule or in deficient manner, then Vendor shall pay an amount of 5% of total cost for which delay has been caused or 1% of total cost, whichever is higher to Punjab and Haryana High Court as fixed and agreed liquidated damages,

in lieu of all other damages caused due to such delay or deficiency for each breach.

- 25. NO CLAIM CERTIFICATE:** The qualified Vendor shall not be entitled to make any claim, whatsoever, against Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall Punjab & Haryana High Court, Chandigarh shall entertain or consider any such claim after the vendor have signed a “no claim” certificate in favour of the High Court in such forms as shall be required by the High Court after the works are finally accepted.
- 26. SUSPENSION:** The Registrar (General), Punjab & Haryana High Court, Chandigarh may by a written notice of suspension, suspend all payments to the vendor under the contract, if the Vendor is failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension –
- a. Shall specify the nature of the failure, and
  - b. Shall request the vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the qualified vendor.
- 27. CONFIDENTIALITY:** The vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the High Court’s business or operations with out the prior written consent of the Registrar (General), Punjab & Haryana High Court, Chandigarh.
- 28. GOVERNING LANGUAGE:** The contract shall be written in English. English version of the contract shall govern its interpretation.

## **29. OTHER CONDITIONS:**

- Successful vendor will pay all applicable taxes/levies, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Service Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Vendor shall complete registration with the UT Chandigarh's Department of Revenue or any other statutory authority and be responsible for payment of all taxes due on payments made under this Contract.
- All payments accrued on account of taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.
- Vendor shall refund to the Registrar General, Punjab & Haryana High Court, Chandigarh the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' of written notice. If Vendor fails to make timely refund, Punjab & Haryana High Court, Chandigarh may charge from Vendor one percent (1%) per month on the amount due, until paid in full.
- That the Vendor under no circumstances shall further sublet the task of providing of manpower to any third party/sub-contractor.
- All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitration of District Judge, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration & Conciliation Act 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- The Vendor/manpower deputed by the Vendor shall be responsible for return of the case files/ documents/ judicial record to Punjab and Haryana High Court under acknowledgement in the same shape and

condition in which it was taken and no document/ file/ order is soiled/ lost/ misplaced/ damaged in any manner.

- In all matters and disputes arising out of this tender process, the Courts at Chandigarh alone shall have jurisdiction to entertain and try them.

**30.** Contract documents consisting of the set of format and other terms & conditions and draft agreement can be downloaded from the website of this Court i.e. [highcourtchd.gov.in](http://highcourtchd.gov.in)

**31.** In the event of termination of contract, Punjab and Haryana High Court shall be entitled to forthwith forfeit the amount of performance guarantee either full or in part apart from taking such legal remedies as are available under law. The firm shall thereupon return the judicial and other records, which are in its possession.

**32. FORCE MAJEURE:** Notwithstanding the provisions of the tender, the Punjab & Haryana High Court, Chandigarh or the vendor shall not be liable for delay or failure in performance under the contract if such delay or failure is the result of an event of Force Majeure.

a. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Punjab & Haryana High Court, Chandigarh or the vendor and not involving the vendor’s fault or negligence not foreseeable.

b. If a Force Majeure situation arises, the qualified vendor shall promptly notify the Punjab & Haryana High Court, Chandigarh in writing of such conditions and the cause thereof. Unless otherwise directed by the Punjab & Haryana High Court, Chandigarh in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practicable, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event. The Punjab & Haryana High Court, Chandigarh may terminate this contract, by giving a written notice of minimum 30 days to the vendor, if as a result of Force Majeure, the vendor is being unable to perform a material portion of the services for a period of more than 60 days.

## **SECTION-V**

### **SCOPE OF CONTRACT**

#### **DETAILED ROLES AND RESPONSIBILITIES**

The Scanning work will be conducted by the vendor through its employees who should possess following minimum qualifications to ensure quality work:-

#### **Minimum Qualification & Experience:**

1. Matriculation from a recognized board/ university or equivalent.
2. 3/6 months basic diploma in Computer Applications.
3. At least Six months experience preferably in the process of Scanning or Digitization of Documents/ Images.
4. English Typing/ Data Entry speed @ 30 wpm in case of meta data entry work.
5. Willing to work in shifts and beyond duty hours.

#### **Roles & Responsibilities**

The manpower deputed by vendor will be responsible for Scanning of record of Hon'ble Punjab and Haryana High Court and shall be on the payrolls of Vendor. The area of operations includes Data Entry work, Scanning work, pre and post scanning work which includes tagging, un-tagging, pasting, aligning of documents, Quality Checking and other such works required to perform during Scanning and Digitization processes. They must be well versed with Computer knowledge and ensure proper upkeep, maintenance and cleaning of scanners and Computer systems. Knowledge of Internet and practical working knowledge of Software(s) is also required for the effective handling of this job profile.

## SECTION-VI

### TENDER INFORMATION

1. Tender Notice No. : 30/Dig/2018
2. Issue of Tender Documents: 06.04.2018
3. Last date & time for submission of Tender: 20.04.2018 up to 4.00 P.M.
4. Date & Time for opening of tender for: 20.04.2018 at 4.30 P.M.  
Technical Bid Envelope-A
5. Date & Time for opening of Tender for: Will be intimated separately to Commercial Bid Bidders who qualify the technical bid (Please see Tender document)
6. Venue for opening of Technical Bid: Office of the Registrar Computerization, Main High Court Building, Punjab & Haryana High Court, Sector – 1, Chandigarh.
7. Address for Correspondence: Superintendent Weeding & Digitization Cell, Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh. – 160 001, Ph. No. – 0172 - 6607270.
8. EMD Amount Payable Rs. 1,60,000/- (Rupees One Lac Sixty thousand only). Bank Draft should be enclosed with the technical bid drawn on any Scheduled Bank in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh, payable at Chandigarh with validity of three months.

**PUNJAB & HARYANA HIGH COURT CHANDIGARH**

**NOTICE INVITING PROPOSALS FOR CONDUCTING SCANNING WORK  
BY SCANNING COMPANY/ MENPOWER AGENCY  
FOR DIGITIZATION PROJECT IN  
PUNJAB & HARYANA HIGH COURT, CHANDIGARH.**

**PART II – TECHNICAL BID**

**REGISTRAR (COMPUTERIZATION)  
PUNJAB AND HARYANA HIGH COURT  
SECTOR – 1, CAPITOL COMPLEX,  
CHANDIGARH**



**PRE-QUALIFYING DOCUMENT (ENVELOPE A)**

**1. DECLARATION**

**(PERFORMA - I)**

**(To be typed on office letter head, signed and submitted in original along with tender)**

**SECTION - X**

**BID PROPOSAL PERFORMA**

Vendor's Proposal Reference No. & Date : -----

Vendor's Name & Address : -----

-----

-----

Person to be contacted / Project Manager : -----

Designation : -----

Telephone No. \_\_\_\_\_ Fax. No. \_\_\_\_\_ E-mail \_\_\_\_\_

**THE REGISTRAR (GENERAL),**  
PUNJAB AND HARYANA HIGH COURT,  
SECTOR – 1, CAPITOL COMPLEX,  
CHANDIGARH.

**Subject: BID FOR CONDUCTING SCANNING WORK BY SCANNING  
COMPANY/ MENPOWER AGENCY FOR DIGITIZATION  
PROJECT IN PUNJAB & HARYANA HIGH COURT, CHANDIGARH**

Dear Sir,

**1.0** We, the undersigned Vendor(s), have read and examined in details the specifications and all bidding documents in respect of the subject cited above.

**2.0 PRICE AND VALIDITY**

2.1 All the rates quoted in our proposal are in accordance with the terms as specified in the tender document. Rates quoted by us are full and final. All the rates and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids extendable for another period of 90 days at the sole discretion of High Court.

2.2 We do hereby confirm that our bid prices include all taxes including Income Tax, Service tax, Professional Tax and other Government levies etc.

2.3 We have studied the clauses relating to Indian Income Tax and, hereby, declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

**3.0 EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs.1,60,000/- (Rupees One Lac Sixty thousand) only as specified in the tender document.

**4.0 BID PRICE**

We further declare that the RATES stated in our proposal are in accordance with your terms and conditions in the bidding document.

**5.0 QUALIFYING DATA**

We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

**6.0** We, hereby, declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

**7.0** We understand that Punjab and Haryana High Court is not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)  
Name  
Designation  
Seal

Date  
Place  
Business Address

**PRE-QUALIFICATION DOCUMENT ALONGWITH CHECKLIST FOR**

**FULFILLMENT OF PRECONDITIONS**

**(ENVELOPE A)**

**Performa - II**

**General Information**

**PARTICULARS OF VENDOR**

**VENDOR'S PARTICULARS FOR TENDER NO.**

1. Name of the Vendor : -----
2. Address of the Vendor : -----
3. Address of Chandigarh Office : -----
4. Year of Establishment : -----
5. (a) Office Address of Project Manager: -----  
(With Telephone & Fax No.) -----
- (b) Residential address contact : -----  
information during holidays -----
7. Name of the affiliated firms (if any) : -----
8. Vendors proposal number & date : -----
9. Name & address of the officer to : -----

whom all references shall be made regarding this tender.

**10. CHECKLIST FOR FULFILLMENT OF PRECONDITIONS**

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether Vendor is a registered Company in India			
2.	Whether Vendor is in the business of Scanning or providing manpower in related areas since last 3 years			
3.	Whether Vendor had provided satisfactory services of similar expertise to minimum three Govt. organization / departments / institutions in last 2 years			
4.	Whether Vendor is currently undertaking scanning/ providing manpower related			

	services of similar expertise in two Govt. organization / departments / institutions.			
5.	Whether Vendor is having at least 25 resources on its roll.			
6.	Whether Vendor is having office at Chandigarh			

11. Name of the Government department/ organizations / institutions etc. to which similar services provided by the vendor during last 2 years **(proof should be furnished)**

Sr. No.	Name of the Organization & Address	Period of Contract	Number of manpower resources provided	
			Resource	No.

11(A). Checklist for Point 11

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether Vendor had provided satisfactory services of similar expertise to minimum three Govt. organization / departments / institutions etc. in last 2 years			

12. Details of the manpower/ resources on Roll of the vendor/ company:

Sr. No.	Name of the candidate	Qualification	Field of Expertise	Experience (in years) in the field	Remarks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

For additional information please attach a separate sheet, if required.

13. (A). Checklist for Point 13

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether Vendor is having at least 25 manpower resources on its roll.			

14. Earnest Money Deposited (Bank Draft No. and date):-----

Telephone No. :-----

Fax No. :-----

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Witness:

Signature  
Name : \_\_\_\_\_  
Designation: \_\_\_\_\_

Signature  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company seal  
(With name & designation of the person signing the tender)

**Performa - III**

**Statement of Past Performance**

(Indicate prior experience in conducting scanning work/ providing Menpower for Scanning / Digitization in related areas in Government/ Institutions/ Organization etc.)

(Order copy/agreement copy to be enclosed)

Organization or Dept for which the services were provided	Contract No & Date	Description	No. of Resource Provided	Value of contract	Period of Performance	Reasons remarks indicating reasons for non performance or delay if any	Has the work entrusted/ completed satisfactorily. Attached certificate from on officer who entrusted the work.

Signature of the bidder with seal

**Performa - IV**

**EMD PAYMENT PARTICULARS**

i) Number of the Demand Drafts enclosed:

ii) Demand Draft Particulars:

#	D. D. No. & Date	Name of the Bank	Amount (Rs.)
1			
2			
3			
Total			

Note: The tenders without EMD amount in the Technical Bid are liable for rejection.

Signature of the bidder with seal



**PUNJAB & HARYANA HIGH COURT CHANDIGARH**

**NOTICE INVITING PROPOSALS FOR CONDUCTING SCANNING WORK  
BY SCANNING COMPANY/ MENPOWER AGENCY  
FOR DIGITIZATION PROJECT IN  
PUNJAB & HARYANA HIGH COURT, CHANDIGARH.**

**PART III  
COMMERCIAL BID**

**REGISTRAR (COMPUTERIZATION)  
PUNJAB AND HARYANA HIGH COURT  
SECTOR - 1, CAPITOL COMPLEX,  
CHANDIGARH**

**Performa - V**

**DECLARATION OF COMMERCIAL BID**

I/We declare that we accept the General Terms and conditions and Special terms and conditions as mentioned in the Tender Document.

I/We am/are quoting rates for the **Two Categories i.e. 1. Per page Scanning cost with entry of Meta Data Fields and 2. Per Page scanning cost Without entry of Meta Data fields.**

I/We declare that the commercial bid has been submitted without any conditions on our part and in conformity of the conditions of the tender document and I/We am/are aware that the commercial bid is liable to be rejected if it contains any other conditions/ deviations on our part.

Signature of the bidder with seal

**PRICE TENDER FORM**

Tender Notice No.: 30/Dig/2018

**Subject: BID FOR SCANNING CHARGES TO BE DONE BY STAFF OF VENDOR FOR SCANNING/ DIGITIZATION PROJECT IN PUNJAB & HARYANA HIGH COURT, CHANDIGARH.**

To

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

Sir,

I/We hereby submitting bid for undertaking the Scanning/ Digitization Work in Punjab & Haryana High Court, Chandigarh as per terms and Conditions of the tender document of Registrar (General), Punjab & Haryana High Court, Chandigarh within the time specified.

The rate quoted is mentioned as below:

1. Per Page Scanning Cost with entry of Meta Data Fields.

\_\_\_\_\_/- per Page (Inclusive of all Taxes)

(In words: \_\_\_\_\_)

2. Per Page Scanning Cost Without Entry of Meta Data Fields.

\_\_\_\_\_/- per Page (Inclusive of all Taxes)

(In words: \_\_\_\_\_)

**Signature of the Bidder with Seal**

**DISCLAIMER**

The information contained in this tender document concerning the terms and conditions of tender and provided to prospective bidders would not make any case of representation against the Registrar (General), Punjab & Haryana High Court, Chandigarh or any of its employees or advisors on account of accuracy, reliability or completeness of the information.

This document is neither an agreement nor an offer or invitation by the Punjab & Haryana High Court, Chandigarh to any other party. The purpose of this document is to provide prospective bidders with information to assist them in formulation of their proposal(s). This document may not be appropriate for all persons, as it is not possible for the Registrar (General), Punjab & Haryana High Court and its representatives, employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this document. Each person should conduct her / his own investigation and analysis and should check the accuracy, reliability and completeness of the information contained in this document. He is advised to obtain independent inputs from appropriate sources. The Registrar (General), Punjab & Haryana High Court, Chandigarh and its representatives, employees or advisors make no representation or guarantee to the accuracy, reliability or completeness of the information contained in this document.

The Registrar (General), Punjab & Haryana High Court, Chandigarh or its authorized representatives may, in their discretion, but without being under any obligation to do so, update or supplement the information in this document.

SD/-  
**REGISTRAR (COMPUTERIZATION)**  
PUNJAB AND HARYANA HIGH COURT  
SECTOR – 1, CAPITOL COMPLEX,  
CHANDIGARH