

**PUNJAB & HARYANA HIGH COURT CHANDIGARH**

**Request for Proposal**

**For engaging Agency for providing Facility Management  
Services in IT related areas  
in Punjab & Haryana High Court,  
Chandigarh.**

**Tender No: HARTRON/ENGG/RFP/2020-21/01**

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<b>IMPORTANT INFORMATION</b>		
<b>1.</b>	<b>Tender Inviting Authority Designation and Address</b>	Managing Director, Haryana State Electronics Development Corporation Limited, HARTRON Bhawan, Bays 73-76, Sector-2, Panchkula.
<b>2.</b>	<b>a) Name of the Work</b>	Providing Facility Management Services in IT related areas in Punjab & Haryana High Court, Chandigarh.
	<b>b) Tender reference no</b>	No. HARTRON/ENGG/RFP/2020-21/01
	<b>c) Place of Execution</b>	Deployment of Manpower as per RFP
<b>3.</b>	<b>a) Tender document availability</b>	The tender document is available on the e-Tender Portal. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>
	<b>b) Tender Fee</b>	The Payment for Tender Fee is Rs.10,000/- + 18% GST (Rupees Ten Thousand + 18% GST) Total = Rs.11,180/- shall be deposited through online mode on the single e-Procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> . The deposited Tender Fee is non-refundable.
	<b>c) eProcessing Fee</b>	The payment of Rs.1,000/- + 18% GST i.e. Rs.1,180/- for Tender processing fee shall be deposited through online mode on the single e-Procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> . The deposited processing fee is non-refundable.
<b>4.</b>	<b>Publication of Tender Notice</b>	Published at eTenders Portal/NewsPaper
<b>5.</b>	<b>Pre-bid meeting</b>	07-12-2020
<b>6.</b>	<b>Email address for communication for any queries/clarifications</b>	DGM(Software) Phone : 0172- 2560442 eMail : ebidshartronsw@gmail.com rajendarhartron@gmail.com
<b>7.</b>	<b>a) Last date for receiving pre-bid queries / clarifications / suggestions through emails at below mentioned</b>	03-12-2020 Note: - No queries / clarifications will be entertained after last date for receiving pre-bid queries.
	<b>b) Response to vendor queries/ release of corrigendum (if required by Committee)</b>	16-12-2020

7.	<b>Earnest Money Deposit (EMD)</b>	Payment of Rs. 3.50 Lacs (Rs. Three Lacs Fifty Thousand) for EMD shall be deposited through online mode on the single e-Procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> . The deposited processing fee is non-refundable.
8.	<b>Language of the Bid</b>	This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
9	<b>E-Bid Start Date and Time on E-Procurement Portal</b>	26-11-2020 at 11:00 AM
10.	<b>Last date and time for submission of e-Tender</b>	31-12-2020 upto 5:00 PM
11.	<b>Last date and time for submission of hard copy of technical e-bid</b>	02-01-2021 upto 5:00 PM
12.	<b>Date and Time of Opening of Technical Bids</b>	05-01-2021 at 3:00 PM
13.	<b>Date and Time of Opening of Commercial Bids</b>	As per the decision of Tender Inviting Authority
14.	<b>Validity of e-bids</b>	As per RFP
15.	<b>Validity of empanelment with all technically qualified bidders</b>	As per RFP
	<p>i. Eligibility Criteria: Please refer to the Section no-III of the Tender Document.</p> <p>ii. Two Bid System i.e.Stage-1 Technical Bid; Stage-2 Commercial Bid. Bids are to be submitted electronically on <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>. However, hard copy (2 sets) of technical bid should also be submitted to HARTRON within 2 days of last date of submission of e-bid.</p> <p>iii. Any Bid not conforming to the format will be summarily rejected.</p>	

## SECTION - I

### INVITATION OF BIDS

1. Vendors are advised to study the Tender Document carefully. Submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
2. Commercial bids of only those vendors, who fulfil all pre-qualification & Technical criteria, shall be opened after the evaluation of the technical bid, on such a date and time which will be notified either at the time of opening of the technical bids, or subsequently. Tenders or their authorized representatives who fulfil all pre-qualification criteria may remain present at the time of opening of the Commercial Bids.
3. The rates quoted by the successful bidder shall remain valid throughout the contract period initially for three years. The contract can further be extended by another one year with increase of 10%, to meet the additional requirements. The rates quoted should be excluding of all taxes and Government levies, etc and payment be made on monthly basis.
4. The High Court of Punjab and Haryana, Chandigarh shall not be responsible for any postal delay or non receipt / non delivery of the documents.

## SECTION - II

### INSTRUCTIONS TO VENDORS

#### 1. Instructions to bidders on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender document, wherever relevant and applicable.

##### 1.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>. "Please visit the website for more details".

##### 1.2 Obtaining a Digital Certificate:

1.2.1 The bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, by the Controller of Certifying Authorities, Government of India.

1.2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. applicant's PAN card) and Address proofs and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. Only upon the receipt of

the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>.

- 1.2.3 The bidders may obtain Class-II or III digital signature certificate from any certifying authority or sub-certifying authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 1.2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 1.2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the tenders of HARTRON as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 1.2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 1.2.7 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **1.3 Pre-requisites for online bidding:**

To bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

### **1.4 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home page at <https://etenders.hry.nic.in>

#### 1.5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in> and HARTRON's Website [www.hartron.org.in](http://www.hartron.org.in).

#### 1.6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### 2. Procedure for Submission of Bids:

2.1 The bid should be complete in all respects including the Earnest Money Deposit.

2.2 Hard Copy of the bid 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 PROVIDING FMS SERVICES IN IT RELATED AREAS OF PUNJAB & HARYANA HIGH COURT, CHANDIGARH**". This cover should also indicate clearly the name and address of the vendor. The bidder(s) will have the option either to provide all FMS as in one basket or to offer FMS in the following five parts:-

1. FMO Data Administrator (one)
2. FMO System Administrator (one)
3. FMS Engineers (8 Nos.)
4. FMS Engineer (one Hardware Engineer)
5. FMS Engineer (one Printer Engineer)
6. Network and Security Administrator (one)

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

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

2.5 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 proforma of Commercial Bids given in the Tender Document.

2.6 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.

2.7 **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 conduct or outcome of the Tender process.

2.8 The Vendor is expected to 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 every respect will be at the Vendor's risk and may result in the rejection of the bid.

### **2.9 Clarification regarding Tender Document**

Vendors can submit queries in this regard by e-mail on [supdt.computerphcindianjudiciary.gov.in](mailto:supdt.computerphcindianjudiciary.gov.in), [ebidshartronsw@gmail.com](mailto:ebidshartronsw@gmail.com) & [rajendarhartron@gmail.com](mailto:rajendarhartron@gmail.com) latest by 03-12-2020. Vendors can attend Pre-bid Conference/meeting on 07-12-2020 at 11.00 AM in the office of Registrar (Computerization), Main High Court Building, Sector – 1, Chandigarh in order to address any question in this regard. No query will be entertained after the conference.

### **3. Amendment of Tender Document:**

3.1 At any time upto the last date for receipt of bids, the High Court, may for any reasons, 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 eTender portal/HARTRON website.

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

3.3 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.

### **4. 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.

### **5. 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 (proforma-I)
  - ii) Qualifying data duly filled in as per relevant proforma, alongwith Checklist, provided in the bid proposal that the vendor is eligible to bid and is qualified to perform the contract, if its bid is accepted (Proforma-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.
  - v) Proof of fulfilling all the pre-qualification conditions. (Attach copies showing that the bidder has capability for qualifying pre-bid conditions.)
- b) Statement of past performance (Proforma III)
- i) Letters of satisfactory performance from the Clients where such services have already been provided.
- c) Proforma IV - Full particulars of Earnest Money Deposit of Rs.3,50,000/- in favour of HARTRON, Panchkula.
- d) *Commercial Bid consisting of the following:*
- i) Rates per annum duly filled, signed and complete in the proforma V and VI for Commercial Bids.
  - ii) The Vendor shall indicate the rates firm and final 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.

## **6. AUTHORIZATION OF THE TENDER**

The individual signing the tender or other document, 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 be "Partnership", in which case he must have 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 providing FMS since last 3 years.
- b) The vendor should possess ISO 9001:2015, ISO 14001:2015 or higher Certificate.
- c) Vendor should have provided satisfactory FMS services of similar expertise to minimum three government department/ organizations / institutions in last 2 financial years. Copy of orders and completion Certificates from the clients should be attached.
- d) Vendor should be providing FMS services of similar expertise to at-least two Government organizations currently. Copy of orders and Certificate from clients should be attached.
- e) Vendor should have minimum 39 technical resources of similar expertise on its roll. Details of resources with their expertise should be provided with the bid. There should be minimum 3 persons meeting each FMS position requirements.
- e) Vendor should have turnover of minimum Rs.50 lakhs/100 lakhs per annum from FMS services alone during last three financial years.
- f) Vendor should have an office at Chandigarh/Mohali/Panchkula or Delhi NCR.

## SECTION – IV

### TERMS AND CONDITIONS OF THE CONTRACT

1. That the contract will be initially for **three years** and further extendable for another one year subject to satisfactory services.
2. Vendor would be required to provide a panel of minimum 3 eligible and suitably qualified persons against each FMS position. High Court will select most suitable person from pool. However, if no suitable person is selected, the process will be repeated.
3. Vendor will ensure minimum 15 days' notice for replacement of any resource due to resignation or any other reason. A panel of minimum 3 eligible and suitably qualified persons shall be provided for selection of suitable resource by the High Court. High Court may reject a panel if none of the resource is found suitable in such case another panel shall be provided within 7 days.
4. That it will be the sole responsibility of vendor to get the antecedents of the source deployed at High Court verified from the concerned Departments/ Agency and also submit its proof at the time of joining of the source for issuing this Court Entry passes to the sources to be deployed at High Court.
5. That the Vendor shall be responsible for timely payment towards EPF & ESI (wherever applicable) of the manpower deployed on the project.
6. That the Vendor on some occasions shall be required to provide services of engineers/technical resources on non-working days or beyond office hours on working days to meet any emergency situation. The Vendor shall further ensure that on such occasions the service of engineers/technical resources is available to this High Court.
7. That the technical manpower so deployed by the Vendor would be required to coordinate with the original equipment supplier and AMC vendors for immediate and effective resolution of users complaints.
8. That the operation and management shall include over-all management including administration of Servers, SAN, Network, UTM Firewall, PCs, IPAD's, laptops, mobile devices given to Hon'ble Judges, KIOSK, RFID system, Printers, Peripherals, networking, lease Lines, UPSs, VC Equipment and the services running on them as well as coordination with BSNL or any other service provider, NIC, PAWAN/SWAN Operators/system integrators in Punjab & Haryana and other system integrators.
9. That the Vendor shall maintain a pool of selected resources (39 nos.) so as to provide immediate replacement of the resource in the event a resource leaves the job or is absent from duty.

10. That the Vendor must have in-house mechanism to shortlist the candidates from the resumes so received by it against the requirement so as to maintain the pool as mentioned above. The Vendor shall forward the resumes of only such suitable shortlisted candidates meeting the required qualifications and experience, to the selection committee constituted by this Court.
11. That the Vendor shall further be responsible for providing the regular replacement on full time basis within 15 days for any manpower leaving the assignment without giving notice during the contract period. The technical manpower would be chosen by the selection committee constituted by this Court. In case of Specialized manpower, time for regular replacement be in 15 days with maximum period upto 30 days.
12. That the Vendor shall offer a panel of minimum three resources against one replacement. If the manpower provided by the Vendor is not found suitable/not performing his/her job as per the requirement, this Court can seek replacement of the said resource without assigning any reason.
13. 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.
14. That vendor shall be required to furnish performance Bank Guarantee to the extent of 10% of the annual consideration amount. However, vendor can also submit bank guarantee on pro-rata quarterly basis as against unexecuted contract only i.e. at the end of first quarter the value of contract for second and third quarter be reduced by amount payable for first quarter for purpose of performance bank guarantee, to indemnifying its liability arising out of the contract. In case the services of the vendor are not found satisfactory for consecutive two months as per the SLA (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.
15. The conditions stipulated in the contract more specifically SLA shall be strictly adhered to and violation of any of these conditions by the Vendor will entail termination of the contract without prejudice to the rights of this Court. In addition, this Court shall be free to forfeit the performance bank guarantee to the extent of 100% of total remaining contract and to get the assigned work done from alternate sources at the risk and cost of the defaulting Vendor.
16. Bids with incomplete information or not in accordance with instructions or without full EMD are liable to be rejected.

17. This Court stands absolved of any liability on account of death or injury sustained by the technical resources deployed by the Vendor during the performance of this engagement and also for any damages or compensation due to any dispute between the Vendor and his employees.
18. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, will have the right to get the centres of the Vendors already in operation inspected for verification purpose.
19. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to negotiate for further reduction of rates as per guidelines.
20. **EARNEST MONEY & SECURITY:** The vendor must deposit Rs.3,50,000 (Rupees Three Lakhs Fifty Thousand only) as Earnest Money along with tender document. 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/ HARTRON Panchkula.
21. **TERMINATION FOR INSOLVENCY:** The 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 High Court, Chandigarh may, by written notice to the qualified vendor, terminate the contract, in whole or 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.

#### **21.1 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 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 claim any 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 stated, implied, or can be inferred without consent of Punjab and Haryana High Court, Chandigarh. 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.

## **21.2 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 occurs, when the actual damages amount is not reasonably ascertainable.
- b. Liquidated Damages – General

Any delay by Vendor in meeting the requirements set forth in this Contract will interfere with 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 sustained in the event of any such failure(s) to perform, Purchaser and Vendor agree that in the event of any such failure(s) to perform, the amount of damage 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.

- c. Liquidated Damages

If Vendor does not provide the Services within the time schedule, then Vendor shall pay an amount of 1% of total cost to Purchaser as fixed and agreed liquidated damages, in lieu of all other damages caused due to such delay.

22. NO CLAIM CERTIFICATE: The qualified vendor shall not, be entitled to make any claim, whatsoever, against the Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall the Punjab & Haryana High Court, Chandigarh entertain or consider any such claim after vendor shall 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.

23. SUSPENSION: The Punjab & Haryana High Court, Chandigarh may by a written notice of suspension, suspend all payments to the vendor under the contract, if

the vendor fails 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.

24. **PROJECT MANAGER:** The vendor shall ensure that all times during the currency of the qualified tender a Project Manager, acceptable to the High Court, shall take charge of the performance of the contract.
25. **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 without the prior written consent of the Punjab & Haryana High Court, Chandigarh.
26. **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 and 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 practical, 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 being unable to perform a material portion of the services for a period of more than 60 days.
27. **GOVERNING LANGUAGE:** The contract shall be written in English. English version of the contract shall govern its interpretation.
28. **OTHER CONDITIONS:**
  - Successful vendor will pay sales and all other applicable taxes/levies, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Chandigarh Sales 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 and be responsible for payment of all taxes due on payments made under this Contract.

- All payments accrued on account of sales or income tax, any other 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' written notice. If Vendor fails to make timely refund, Punjab & Haryana High Court, Chandigarh may charge Vendor one percent (1%) per month on the amount due, until paid in full.
- All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitration of Registrar Vigilance, Punjab & Haryana High Court, 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.
- In all matters and disputes arising out of this tender process, the Courts in Chandigarh alone shall have jurisdiction to entertain and try them.



## **SERVICES TO BE DELIVERED:**

- a. Operations & Management for all Databases and operating systems, servers (including Antivirus). Management and administration of Cyberoam UTM Firewall is also required.
- b. FMO (Facility Management Operator) shall ensure availability of all IT services in the High Court as per this agreement.
- c. FMO shall ensure availability of Database and OS backups and backup server(s) synchronization required for service continuity.
- d. FMO shall be responsible for updation of OS service packs & patches, Antivirus definitions and LAN management. FMO shall ensure running of only licensed software.
- e. FMO shall be responsible for installation and configuration of any software applications like Star Office, Libra Office, PDF Signer, Firefox, Java, Acrobat Reader PDF Creator, Antivirus, IP Allotment, Printer configuration and configuration of High Court application.
- f. FMO shall also be responsible for Information & Network Security, Confidentiality and security of Information. Data is of utmost importance for Punjab & Haryana High Court, FMO shall also maintain all necessary logs.
- g. FMO will ensure security of High Court Information and Network from both internal and external threats.
- h. FMO will coordinate with High Court AMC vendors for timely rectification of Hardware problems.
- i. Maintaining Internet bandwidth and services.
- j. Delivering quality of FMS services as per the RFP.
- k. Identification of problem and root cause analysis.
- l. Corrective actions for identified problem.
- m. Carrying out preventive maintenance scheduled in an un-interrupted way.
- n. FMO has to ensure that P&H Court policies are being followed and practised at the HOGH COURT.
- o. Activities such as addition, deletion and modification in HIGH COURT LAN (without additional cabling work). This includes installation, configuration, implementation, integration & documentation of such activities.
- p. Depending on the nature of the requirements from time to time, FMO has to carry out the implementation, integration and support (O&M) activities for the same.
- q. Carryout all activities with Broadband, bandwidth/Service Providers for HIGH COURT LAN connectivity with BSNL, NICNET and SWAN) for Internet, Voice and Video conference.

## RESPONSIBILITIES:

- a. Ensuring Availability of Infrastructure and Services at HIGH COURT as per SLA.
- b. Operation and management of all servers, databases, storage UTM Firewall and delivery of services.
- c. Ensuring Information and Network Security. Confidentiality and Security of Information (data) is of utmost importance for PHHC.
- d. Ensuring Security of High Court Information and Network from both internal and external threats.
- e. Regular updation of OS and database service packs & patches Antivirus definitions and user support for these.
- f. Resolving all the Incidents, problems and user queries of HIGH COURT as per SLA.
- g. Analyzing the frequent incidents and conduct detailed analysis of the same.
- h. Taking backups and Synchronization of backup servers as per policy to ensure continuity of services.
- i. Carry out preventive maintenance scheduled in an un-interrupted way.
- j. Provide Service/Support to Hon'ble Judges and officials of High Court in usage of network and application services whenever necessary.
- k. Documentation related to IT infrastructure supported, should be made available when demanded.
- l. Ensuring PHHC policies are being followed and practiced at the HIGH COURT Network Control Centre (NCC) servers for services and operations.
- m. Depending on the nature of the new requirements from time to time, FMO has to carry out the implementation, integration and support (O&M) activities for the same.

Management Level officer of FMO will visit every month in the High Court for review of progress and achievement of objectives/services given in the tender/agreement.

## SERVICE LEVEL AGREEMENT (SLA):

### i) SERVICE LEVELS

All the calls would be registered in Helpdesk software including complaints pertaining to the residences of Hon'ble Judges and service providers. All the registered call pertaining to AMC/Warranty Vendor will be escalated to next level if not resolved as per the Call Escalation Matrix. For proper monitoring of the services and support being provided, a "Daily Status Report" would be submitted through email to PHHC by FMO for the calls registered before 5.00 PM.

### ii) RESPONSE & RESOLUTION TIME – All service requests will be entered into Web based Complaint handling system. Each service request will be classified into one of the 3 priority levels for response and resolutions time adherence:

- a) Severity Level 1 – A problem which affect PHHC business objective/critical Infrastructure, pre-defined very important users or a group of users in their immediate working, like problem in servers, Network. For these calls FMO response time shall be less than 10 minutes and call shall be closed within one hour.

- b) Severity Level 2 – A problem, which affects an individual user or user system like problem in individual user Desktop Hardware or Office Application clients etc. For these calls FMO response time shall be less than 30 minutes and call shall be closed within 2 working days.
  
- c) Severity Level 3 – Problems falling in the category other than two described above like Installation/shifting of desktops, change in configuration, profile creation. IMAC process etc. For these calls FMO response time shall be less than one day and call shall be closed within 2 working days.

## SEVERITY WISE LIST OF ANTICIPATED FAILURES

S. No	Anticipated Failures	Severity Level	Resolution Time	Responsibility of FMO	Dependency
1	Application not working (All Nodes)	1	1 Hour	LAN-C & F REST - FULL	FMO
2	Application not working (Single Node)	2	2 Days	Full	FMO
3	Full Network Failure	1	1 Hour	LAN C&F Rest - FULL	Network Vendor/BSNL/NIC
4	Network Problem Single Node	2	1 Hour	LAN C&F Rest - FULL	FMO
5	Internet not working Single Node	2	1 Hour	Full	FMO
6	Switch Problem	1	1 Hour	C&F	Warranty/AMC Vendor
7	Router Problem	1	1 Hour	C&F	Warranty/AMC Vendor
8	Leased Line Problem	1	1 Hour	C&F	Warranty/AMC Vendor
9	Internet Connectivity Problem (Involving switch /router/ leased line)	1	1 Hour	C&F	Warranty/AMC Vendor/I.S.P (Internet Service Provider)
10	Internet Connectivity Problem at the residence of Hon'ble Judges and officers	1	2 Hour	H/W C&F Rest - Full	Warranty/AMC Vendor/I.S.P (Internet Service Provider)
11	Web Server (Intra) Problem	1	1 Hour	Full	FMO
12	UTM Firewall administration & Problem resolution	1	1 Hour	Full	FMO
13	Database (Primary/Secondary) Server Administration	1	1 Hour	Full	FMO
14	PC Problem	2	2 Days	H/W-C&F Rest-Full	FMO/AMC & Warranty Vendor
15	Virus Problem	2	2 Days	Full	FMO, Trend Micro Tem
16	Network Virus Problem	2	1 Hour	Full	FMO/AMC & Warranty Vendor
17	UPS Problem Call Reporting	2	2 Days	C&F	AMC/Warranty Vendor
18	A/C Problem Call Reporting	2	2 Days	C&F	AMC/Warranty Vendor
19	Generator Problem	2	2 days	C&F	AMC/Warranty Vendor
20	Video Conferencing Problem reporting	2	2 Days	C&F	AMC/Warranty Vendor
2	E-mail	1	1 Hour	NIC-C&F	NIC-ASD

1	Services/Configuration			Rest-Full	
2 2	I-Pad Configuration issues	1	2 Hour	H/W-C&F Rest-Full	Vendor, FMO
2 3	Additional Software Configuration/ Installation	1	2 Hour	Full	FMS
2 4	Printer Configuration/ Sharing issues	1	2 Hour	H/W-C&F Rest-Full	Vendor, FMO
2 5	ISHiCo Problem	1	1 Hour	C&F	NIC-ASD
2 6	Linux/Window/OS Administration	1	2 Hour	Full	FMO
2 7	Server Problems	1	2 Hour	H/W-C&F Rest-Full	AMC/Warranty Vendor, FMS
2 8	Client Hardware Issues	2	2 Days	C&F	AMC/Warranty Vendor, FMO
2 9	Windows/Linux OS Installation/upgradation at Client end	3	12 Hours	C&F	AMC?Warranty Vendor, FMC
3 0	Users Training	3	12 Hours	C&F	NIC/NCC-ASD
3 1	Data Recovery at client end	2	2 Days	Full	FMO
3 2	Status Report	3	12 hrs	Full	FMO
3 3	Data & Network Security *	1	1 Hour	Full	FMO
3 4	Database/OS Backup	1	1 hour	Full	FMO
3 5	Database/OS Recovery in case of crash	1	2 Hour	Full	FMO
3 6	Non synchronization of Production & Backup servers	1	1 Hour	Full	FMO
3 7	Calculation of Downtime & Penalty for other vendors	3	12 Hours	Full	FMO
3 8	IT Asset Management	2	12 Hours	Full	FMO
3 9	Client Vendor Data Recovery, if possible	3	12 Hours		AMC/WARRANTY Vendor, FMO
4 0	Documentation (Monthly) a – Network: Diagram, IP address allocation, VLAN, Switches- IP, administrator id & Password b – Database changes	3 3 3 3 3	24 Hrs " " " "	Full Full Full C&F Full	FMO FMO FMO NIC-ASD FMO

and updation c – Application changes and updation d – Assests Record				
--	--	--	--	--

\*Data & Network Security" as mentioned on point 33 needs special emphasis and should not be compromised at any cost to facilitate any other process/task.

Note: This list is not exhaustive and there may be other severity incidents/ failures. The incident/failure other than the one, not included in the list, the severity of that will be determined by High Court Authorities and the vendor shall act accordingly.

Service Category	Resolution Time (for Dependency FMO alone)	Follow up time (for third party Dependency)
Severity Level 1	95% in<1 Hour 100%< 2 Hours	Call lodging: Immediate with 1 Hour Follow up: Regularly every hour till problem resolution.
Severity Level 2	95% in<12 Hours 100%< 24 Hours	Call lodging: Immediate within 2 hours. Follow up: Regularly every four hours till problem resolution.
Severity Level 3	95% in<2 days	Call lodging: Immediate within 2 hours. Follow up: Regularly every 8 hours till problem resolution.

iii) **PENALTY**– In case FMO fails to provide service within SLA a penalty as per following schedule shall be imposed. Penalty shall be imposed only in cases where service deficiency is attributed solely to FMO.

Service Category	FMO Responsibility	Penalty Rates
Severity Level 1	Full	<ul style="list-style-type: none"> <li>• 1% of Monthly FMS payment per call if problem is not resolved within 1 Hour.</li> <li>• 1% of Monthly FMS payment per day per call if problem is not resolved on the same day.</li> <li>• 2% of Monthly FMS payment for each percentage of problems not resolved in two hours time.</li> </ul>
	C&F	• 0.25% of Monthly FMS payment per day per call if call is not properly lodged and followed up.
Severity Level 2	Full	• 0.25% of Monthly FMS payment per call if

		<p>problem is not resolved within 2 days.</p> <ul style="list-style-type: none"> <li>• 0.25% of Monthly FMS amount per day per call if problem is not resolved on the next working day.</li> <li>• 0.5% of Monthly FMS payment for each percentage of problems not resolved on next working day.</li> </ul>
	C&F	<ul style="list-style-type: none"> <li>• 0.1% of Monthly FMS payment per call per day if call is not properly lodged and followed up.</li> </ul>
Severity Level 3	Full	<ul style="list-style-type: none"> <li>• 0.1% of Monthly FMS payment per day per task if task is not completed within two days from scheduled date.</li> <li>• 0.5% of monthly FMS payment for each percentage of tasks not completed within two days from scheduled date.</li> </ul>
	C&F	-

- iv) That FMO shall clarify that response and resolution time for all anticipated failures are the same. All penalties will be based on resolution time.
- v) Anticipated problem database includes S.No.12 (UTM Firewall) No 36 (Synchronization of production and backup servers) & No.40 (documentation) also.
- vi) FMO will submit a severity wise monthly statement of all calls reported along details of rectification.
- vii) For penalty calculations part of percentage will be taken as full.
- viii) All penalties will run concurrently.
- ix) In case of dependency other than FMO, refusal to issue call ticket or non-response of concerned service provider/vendor shall be brought to the notice of PHHC IT Manager in first instance itself.
- x) Total penalty for any month should not exceed 25% of monthly payment.
- xi) In case total penalty exceeds 25% of monthly payment for two consecutive months, High Court on its option may terminate the agreement and impose demurrage (severance penalty) equivalent to one month FMS payment.
- xii) Wherever dependency is on AMC/Warranty Vendor, following will be responsibility of the FMO.
  - a. Diagnostics
  - b. Follow-up as per SLA
  - c. Coordination

## **SERVICE WINDOW**

FMO will be providing Quality and Timely services normally from 9:00 AM to 6:00 PM six days a week at High Court, other High Court office like Sector 17, Judicial Archive Building, Camp offices of the Hon'ble Judges and officers with their own conveyance. Normally Sundays and court holidays will be excluded from FMS. But one FMS engineer should be deputed in data centre of court in odd hours i.e. after office hours in weekdays and on Court Holidays on alternate shift basis. In case of urgency High Court may require FMS beyond normal service window and even on holidays for no extra payment. FMO engineers may have to visit camp office of the Hon'ble Judges and officers also to attend+ the calls with their own conveyance. FMO should provide individual resource wise breakup of charges, if required High Court may ask FMO to deploy additional resource(s) of the same profile at the quoted individual price for a minimum period of one year during the validity of the contract.



## SECTION-V

### SCOPE OF CONTRACT

#### Present Infrastructure of This High Court

1. Annexure “A”

The prospective vendors have option either to provide all the FMS as in one basket or to offer FMS individually in the following manner:-

1. FMO Database Administrator (one)
2. FMO System Administrator (one)
3. FMS Engineers (8 Nos.)
4. FMS Engineer (one Hardware Engineer)
5. FMS Engineer (one Printer Engineer)
6. Network and Security Administrator (one)

#### DETAILED ROLES AND RESPONSIBILITIES

The Technical manpower which will be provided by the successful bidder will be expected to meet the below mentioned requirements for the Roles and Responsibilities which they need to undertake at this Court.

#### 1) FMO SYSTEM ADMINISTRATOR (1 No.)

##### **Minimum Qualification/ experience/ Certification:**

BE / B. Tech. (Computer Science / Information Technology / Electronics) or MCA or equivalent with RHEL Linux certification. 5 years of post-certification experience in the relevant field is essential.

##### **Roles and Responsibilities**

1. Provide End to End Linux Administration including installation, configuration, upgradation, maintenance and troubleshooting of Linux servers.
2. Provide Application Support on Linux preferably including maintenance and troubleshooting.
3. Maintenance of web servers like Apache, Tomcat, JBOSS, Samba, Squid, Nginx etc.
4. Create and Modify scripts using Perl/Shell/Bash/Python
5. Provide support to various flavors of Linux such as RedHat, and Ubuntu.
6. Perform User Management, File System Management, Performance Monitoring (Storage Capacity), Log Files Management, Security Management, LVM and IP Tables Management using various Linux Internal Commands.

7. Exposure and working knowledge with MySQL, Postgre SQL, ORACLE would be a strong plus Provide thorough Documentation of the various issues handled along with the resolution provide.
9. Proposing policies for data security. Preservation / log maintenance etc. for the best interest of this High Court in consultation with Incharge NIC-High Court.
10. System Administrator should be able to support windows platform in addition to Linux.
11. UTM Firewall Administration in co-ordination with Network and Security Administrator.

## 2) **FMO DATABASE ADMINISTRATOR (1 No.)**

### **Minimum Qualifications / Experience/ Certification required**

The desired profile of the DB Specialist should be B.E. (Computer/E&C) / MCA with certifications like OCA-DBA/OCP-DBA/MCDBA or equivalent with minimum 2 years of post-certification experience in administering production databases. Should have worked especially on Oracle databases namely Oracle 10g, 11g and open source (Mysql, Pgsql) etc. and also having working knowledge of Postgres.

### **Roles & Responsibilities**

The DB administrator should be responsible for overall DB Administration so that the data can be easily retrieved and analyzed. He / She should also be responsible for database and application change management procedure. He / She should have exposure to SAN, Clustering Environment (Oracle RAC) and should be well versed with SAN environment. The DB Specialist needs to work closely with other technical staff, especially database administrators, network and security administrator and system administrators to ensure the following:

1. Deployment of the core application platform using automation tools.
2. Responsible for System and Application Configurations.
3. Create/Update Reports using SQL.
4. Write/Update ad hoc scripts using shell scripting.
5. Co-ordinate with System Administrators, Network and Security Administrators to troubleshoot and resolve issues.
6. Technical documentation of all the issues handled.
7. End-to-end coordination with departments to ensure smooth functioning of the same.
8. Determining shortcomings of database system and recommending improvements
9. Ensure timely problem resolution and request fulfilment of database issues.

10. Review the access rights and provide approval.
11. Supervising backup procedures to protect the information within the database.
12. Supervise database installation, up gradation, clustering and performance tuning activities.
13. Coordinating system testing to ensure system security and efficiency.
14. Capacity planning and resource management on an ongoing basis.
15. Supervise and review change management activities in the Database.
16. Supervise offsite backup activities,
17. Periodic reporting.
18. Proposing policies for data security preservation / log maintenance etc. for the best interest of this High Court in consultation with Incharge NIC-High Court.

### **3) FMS ENGINEER(S) (6 No.s)**

#### **Minimum Qualifications / Experience/ Certification required**

B.E/ B.Tech (Computer Engineering, IT, Electronics) with experience or 3 years Diploma (Computer Engineering, IT, Electronics) with two years or more experience with basic knowledge of Windows OS, Networking and MFP usage etc and should have their own conveyance.

#### **Roles & Responsibilities**

- First level support to users to resolve the problems reported by users at this Court.
- Coordination with vendor engineers for problem resolution.
- All the complaints registered and resolved on a single day should be reported at the end of the day to a person as appointed by this Court.
- To attend complaints including the complaints pertaining to Broadband at the residences of Hon'ble Judges and officers even during odd hours, Sundays and National Holidays

### **4) FMS Hardware ENGINEER (1 No.)**

Minimum qualification and experience to handle and repair hardware items of Computer, Printer and UPS quick and efficiently.

### **5) FMS Printer ENGINEER (1 No.)**

Minimum qualification and experience to handle and repair hardware items of Computer, Printer and UPS quick and efficiently.

### **6) Network and Security Administrator (1 No.)**

#### **Minimum Qualifications / Experience/ Certification required**

- BE / B. Tech. (Computer Science / Information Technology / Electronics) or MCA or equivalent with Security Certification. 5 years of post-certification experience in the relevant field is essential.

### **Roles & Responsibilities**

- Good Knowledge of Installation, Configuration and troubleshooting of Firewalls , UTM's , IPS, IDS , Antivirus, L-2 & L-3 switches, LAN and other security equipment's and appliances including firmware/IOS upgrade , Application firewall, HIPS and host-based software, application vulnerability assessment, application scanning tools, Active Directory and Patch Management.
- Analysis the attack scenario from logs of various security devices
- Designing and implementing endpoint solution, managing central antivirus and patch management.
- Doing Vulnerability Assessment of newly built serves, on demand scans and quarterly scans of servers for continuously handling the new vulnerabilities and risks
- Investigate application security incidents and resolve the same
- Conduct internal security compliance review of the application security
- Keep abreast with latest security vulnerabilities and provide mitigation solutions
- Installs, configures, troubleshoots, and maintains server (OS & web server) configurations (hardware and software) to ensure their confidentiality, integrity, and availability.
- Also manages accounts, firewalls, and patches. Responsible for access control, passwords, and account creation and administration.
- Server security compliance check
- Log management of various security incidents.
- Report Generation for various security related functions as and when required.
- Monitoring real time alerts and investigate network security incidents
- Call Management through Service Desk and vendor escalation.
- Monitoring and Report generation through Network Management System and other Monitoring Tools.
- Perform other related duties as assigned.
- Good knowledge of IP Network, Devices and Components (Router and switches), IP Routing Protocol (OSPF and BGP), LAN Switching (STP, VTP), WAN (Modem, Leased Line, 1.2 Circuit and Ethernet Circuits), Network Security, L2 & L3 VPN, MPLS, Wi-Fi and RF devices and components.
- Good IP Network design and skill set.

### **Resources to be arranged by FMO:**

FMO shall have to arrange for the following for smooth functioning of the overall process.

- Manpower (Including System, Database Administrator, FMS Engineers, Printer Engineer, Hardware Engineer & Network and Security Administrator).

All these resources should be conversant with Information and Network security. In case, System, Database Administrator, FMS Engineers, Printer Engineer, Hardware

Engineer & Network and Security Administrator proceeds on leave FMO will depute alternate Administrator/Engineer immediately.

- Web based complaint handling system, it is clarified that Computer and Operating System will be provided by the High Court and Online Call logging system should be available within the intra network of this High Court. Toolkits (crimping tool etc.)
- Test and Measurement meter for Lease, ISDN and OFC system
- AN/Ohm meter digital
- FMO will provide laptop to the FMS team as per job requirement of the deputed resources
- Mobile Phones and transport for deployed man power
- FMO will maintain following: Network diagrams, documentation regarding problem management, change management, configuration management, assets/inventory management, NMS reports and produce it, as and when required by PHHC.

## SCOPE OF WORK

### **System , Database Administration & Facility Management**

- i. System Administration (Linux and Windows) and Problem Solving.
- ii. Database Administration (Oracle 11 g, MS SQL and Postgres) and problem solving.
- iii. O&M of the High Court Network & problem solving.
- iv. Administration and management of proxy, Antivirus, NMS servers and UTM Firewall.
- v. Policy based regular Database and OS backup for service continuity.
- vi. Regular updation of OS and Database Service packs & patches, Antivirus definitions and user support for these.
- vii. Information and Network Security. Confidentiality and Security of Information (data) is of utmost importance for Punjab & Haryana High Court.
- viii. Security of High Court Information and Network from both internal and external threats.
- ix. Coordination with High Court Warranty/AMC vendors for timely rectification of Hardware problems.
- x. One FMS engineer support in Data Centre of High Court during odd hours.

**SECTION – VI**

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

**PROFORMA - I**

**1. DECLARATION**

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

**BID PROPOSAL PROFORMA**

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

**Subject: BID FOR PROVIDING FMS SERVICES IN IT RELATED AREAS IN THE PUNJAB &  
HARYANA HIGH COURT AT CHANDIGARH.**

Dear Sir,

1.0 We, the undersigned Vendors, having read and examined in details the specification 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 firm 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, GST, 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 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 Rupees Three Lakhs Fifty 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 in 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 they receive.

Thanking you,

Yours faithfully,  
(Signature)  
Name  
Designation  
Seal

Date  
Place  
Business Address

**PRE-QUALIFICATION DOCUMENT ALONGWITH CHECKLIST FOR FULFILLMENT OF  
PRECONDITIONS**

**(ENVELOPE A)**

**Proforma - 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. Year of Registration in IT related Areas (attach proof)
6. (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 fulfilment of pre-conditions

#	Precondition	Details	Documentary Proof Required	Specify Annexure Number/page no. for Documentary Proof
1.	Whether Vendor is a registered Company in India since the last 3 years.		Registration Certificate.	
2.	Whether vendor is in the business of providing FMS in IT related areas since last 3 financial years			
3.	Whether the vendor is ISO 9001:2015, ISO 14001:2015 certified or higher.		ISO Certificate	

4.	Whether 3 persons are meeting each FMS position requirement.		Certificate from current authorized signatory of the company.	
5.	Whether vendor is having office at Chandigarh/ Panchkula/Mohali or Delhi NCR.	Give Address	Certificate from current authorized signatory of the company.	

11. Name of the Government department/ organizations / institutions to which FMS Services provided in IT related Areas of similar expertise during last 2 financial years. No. of years of operation (proof should be furnished).

Sr. No.	Name of the Organization & Address	Period of Contract	Number of technical resources provided		Contractual Amount (Rs.)
			Resource	No.	
			FMS Engineer		
			FMO System Administrator		
			FMO Database Administrator		
			Hardware Engineer		
			Printer Engineer		
			Network and Security Administrator		
			Any other (please Specify)		
			FMS Engineer		
			FMO System Administrator		
			FMO Database Administrator		
			Hardware Engineer		
			Printer Engineer		
			Network and Security Administrator		
			Any other (please Specify)		
			FMS Engineer		
			FMO System Administrator		
			FMO Database Administrator		

			Hardware Engineer		
			Printer Engineer		
			Network and Security Administrator		
			Any other (please Specify)		

11 (A). Checklist for Point 11

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

12. Name of the Government department/ organizations / institutions to which FMS Services provided in IT related Areas of similar expertise currently providing (**proof should be furnished**)

Sr. No.	Name of the Organization & Address	Period of Contract	Number of technical resources provided		Contractual Amount (Rs.)
			Resource	No.	
			FMS Engineer		
			FMO System Administrator		
			FMO Database Administrator		
			Hardware Engineer		
			Printer Engineer		
			Network and Security Administrator		

			Any other (please Specify)		
			FMS Engineer		
			FMO System Administrator		
			FMO Database Administrator		
			Hardware Engineer		
			Printer Engineer		
			Network and Security Administrator		
			Any other (please Specify)		

12. (A). Checklist for Point 12

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether vendor is currently providing FMS services of similar expertise in two Govt. Organization / Departments /Institutions.			

13. Details of the technical resources on Roll of the company:

Sr. No.	Name of the candidate	Qualification	Field of Expertise	Experience (in years) in the field	Remarks
1.					
2.					
3.					
4.					
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8.					
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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 technical resources on its roll.			

14. Annual turnover of the firm for the last 3 successive financial years. (attach proof)
- 2016-17:  
2017-18:  
2018-19:

14(A). Checklist for Point 14

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether vendor is having annual turnover of minimum Rs.50 lakhs/Rs. 100 Lakhs from FMS services alone during last three financial years.			

15. Earnest Money Deposited (Amount, Transaction 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:

Address:

Company:

Date:

Signature

Name:

Designation:

Address:

Company:

Date:

Company seal

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

Proforma - III

STATEMENT OF PAST PERFORMANCE

(Indicate prior experience in involving providing of FMS Services in IT related areas in State Governments/UTs organization in India)

(Order copy/agreement copy to be enclosed)

Organization or Govt. 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 officer who entrusted the work.

Signature of the bidder with seal



**Proforma - IV**

**EMD PAYMENT PARTICULARS**

i) Transaction Particulars:

#	Transaction Number/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

**PART - IV**  
**COMMERCIAL BID**

Proforma - 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.

Sr. No.	Services offering	(please tick (V) mark the right option
1	I/We am/are quoting rates for all the Five FMS (i.e. FMS Engineer, FMO System Administrator, FMO Database Administrator, Hardware Engineer, Printer Engineer, Network and Security Administrator) in one basket for the High Court.	
2	I/We am/are quoting rates only for (a) FMS Engineer, OR (b) FMO System Administrator OR (c) FMO Database Administrator OR (d) Hardware Engineer OR (e) Printer Engineer OR (f) Network and Security Administrator	
3	I/We am/are quoting rates for all the Six FMS (i.e. FMS Engineer, FMO System Administrator, FMO Database Administrator, Hardware Engineer, Printer Engineer and Network and Security Administrator) but I/We have no objection, if considered for one or two FMS services.	

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

**Proforma - VI**

**COMMERCIAL BID (Envelope B)**

**Price Tender Form**

Tender Notice No:  
Tender Document No:  
To

Sir,

I/We hereby submit bid for providing FMS services in IT related areas in Punjab and Haryana High Court, Chandigarh as per the terms and conditions of the tender document of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh within the time specified and are ready to provide FMS services as per Terms and Conditions of the Tender document. The rates are quoted in the prescribed format given below:

Consolidated rate for the contract period.

#	Item Description	No.	Rate per source per annum (including GST, Govt. Levies, Management charges etc.) (in Rs.)	Amount (in Rs.)
1	FMS Engineer	8		
2	FMO System Administrator	1		
3	FMO Database Administrator	1		
4	Hardware Engineer	1		
5	Printer Engineer	1		
6	Network and Security Administrator	1		
			Total (Rs.)	

Total Amount per annum (in words) Only.

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 (Computerization), 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 (Computerization), 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 (Computerization), 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 (Computerization), 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.

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

**ANNEXURE “A”**

**TECHNICAL SPECIFICATIONS OF NETWORK (LAN)**

<b>#</b>	<b>Server Description</b>	<b>Model</b>	<b>Qty</b>	<b>TAM</b>	<b>Technical Specification</b>
1	IBM Xeon Server with 700 GB storage space	MT-M-8872-12S	3	8 GB	Intel (R) Xeon (TM) MP CPU 3.00 GHz
2	IBM Xeon Server with 1 TB storage space	MT7141-128 gb/IBM System x3850 M2 7141-1RJ Memory	2	32 GB	Intel (R) Xeon (R) CPU E7210 @2.40 GHz
3	HCL make Xeon Server with 300Gb Storage space	Infinity Global Line 2700SO	3	4 GB	Intel (R) Xeon (R) CPU E5310 @1.60 GHz
4	HCL make Xeon Server with 100 GB storage space	Infinity Global Line 1700AH	1	2 GB	Intel (R) Xeon (R) CPU 3040 @1.86 GHz
5	IBM BLADE Server HX5 Blade 2 nos. 200 GB SSD	7873	2	48 GB	Intel Xeon 6C Processor E7-2803 1.73 GHz/18 mb
6	IBM BLADE server HS23	HS23	6	48 GB	Intel (R) Xeon (R) CPU E5-2650 @2.00 GHz
7	IBM System x365C M4 with 10 TB space on each server	X3650	6	192 GB	Intel (R) Xeon (R) CPU E5-2620 v2 @2.10 GHz

## TECHNICAL SPECIFICATIONS OF DATA CENTRE

### SAN SERVER

Sr. No.	MAKE-MODEL-YEAR	Storage Capacity (Usable space)	Location
1	IBM-V7000	26 TB	Primary Data Centre
2	NETAPP SAN Dual Active Control SAN Storage	21 TB	Secondary Data Centre
3	NETAPP SAN Dual Active Control SAN Storage	21 TB	DR Site

### SOPHOS/CYBEROAM FIREWALL

Sr. No.	MAKE-MODEL	Specification	Location
1	SOPHOS XG 550	XG 550	Primary Data Centre
2	SOPHOS XG 550	XG 550	Secondary Date Centre
3	Cyberoam-UTM 100 ing	100 ing	Primary Data Centre
4	Cyberoam-UTM 100 ing	100 ing	Arbitration Centre Sector 17

### CENTRAL UPS FOR NETWORKING

Sr. No.	MAKE-MODEL	Qty	Specification	Installation Date	Location
1	Emerson	2	20 KVA	04.12.2012	Primary Data Centre
2	UNILINE	2	15 KVA	27.04.2015	Secondary Data Centre
3	UNILINE	2	15 KVA	04.12.2015	DR Site

## TAPE LIBRARY

Sr. No.	MAKE-MODEL	Qty	Specification	Installation Date	Location
1	TANDBERG STORAGE LIBRARY T40	1	8166-LTO	06.02.2013	Primary Data Centre
2	TANDBERG EXTERNAL LTO DRIVE	1	3520-LTO	06.02.2013	Secondary Data Centre

## BIOMETRIC ACCESS CONTROL SYSTEM

MAKE-MODEL	Qty	Installation Date	Location
Yureka Forbes- Bio-Metric Access-Control system	1	04.05.2016	Primary Data Centre
Yureka Forbes- Bio-Metric Access-Control system	1	04.05.2016	Secondary Date Centre
Yureka Forbes- Bio-Metric Access-Control system	1	18.11.2015	DR Site

## VIDYO VC SETUP

#	NAME	Qty	Description
1	Vidyo Portal XL	2 Number (having primary and secondary architecture)	State cluster with 1000 users, 50 Sites multipoint, 25 sites point to point connectivity including 2 nos. of H.323/VC endpoint and 2 Nos. of recordings
2	VidyoGateway XL	1 Number	
3	Vidyo Router	1 Number	
4	VidyoReplay	1 Number	Web based software video conferencing infrastructure



### TECHNICAL SPECIFICATIONS OF VC IN NEW VC ROOM

Sr. No.	MODEL NAME
1	Life Size Team 220 with 10x Camera, Mic Pod Full HD Video Conferencing System Inbuilt 1+3 Multipoint Facility and ability to connect Sites at 1080p resolution.
2	Panasonic DMR EH69 DVD Recorder
3	Samsung SDP 860 Digital Presenter

### TECHNICAL SPECIFICATIONS OF VC IN MUSEUM VC ROOM

Sr. No.	MODEL NAME
1	Polycom (DST Media K60), Mic.
2	LCD Sony Bravia.
3	UPS Uniline (1KVA)

### OTHER HARWARES TO SUPPORT

All-in-one Computer Acer VeritonM-200-H81	250
165 No. of 600 VA UPS @ 3790	165
HP Pro400 G1 All-in-one Computer 4 <sup>th</sup> Generation Intel Core i5-4590T	18
Acer make AIO desktops	100
BPE make UPS	100

## TECHNICAL SPECIFICATIONS OF VC IN COMMITTEE ROOM

Sr. No.	MODEL NAME
1	Polycom real presence group 500 full HD Powerful video collaboration for group conference
2	LG 55” inch full HD TV model 55L V340C
3	Vamma Document Camera