

Request for Proposal (RFP)

for

**Supply, Installation & Commissioning of MPLS
Connectivity at various Court Complexes under
the jurisdiction of the High Court of Himachal Pradesh
Under eCourts Mission Mode Project**



**High Court of Himachal Pradesh
(Shimla)**

NAME OF THE PROJECT: Supply, Installation & Commissioning of MPLS Connectivity at various Court Complexes under the jurisdiction of the High Court of Himachal Pradesh under eCourts Mission Mode Project

Table of Contents

1.	Request for Bids	4
	1.1. Invitation/or Bidders	4
	1.2. Disclaimer	4
	1.3. Confidentiality	6
2.	Introduction	6
3.	Scope of Work	6
	3.1. Background and Overall Architecture:	6
	3.2. Project Objectives and Requirements	6
	3.3. Project Timeliness	9
	3.4. Project Responsibilities	9
	3.5. Penalty	9
	3.5.1. Liquidated Damages	9
	3.5.2. Penalty for the MPLS Service and Other Support Services	9
	3.6. Implementation	9
	3.7. MPLS Peering	8
	3.8. Uptime and Help Desk	8
	3.9. Training	10
	3.10. Technical On-site Support Personnel	10
4.	General Instructions for Bidders	10
	4.1. Clarifications on RFP	10
	4.2. Pre-Bid Meeting	10
	4.3. Envelope-I (Technical Bid)	11
	4.4. Envelope-II (Commercial bid)	11
	4.5. Offer validity Period	12
	4.6. Qualification Criteria	12
	4.7. Soft Copy of Tender Document	12
	4.8. Opening of Offers by the High Court	12
	4.9. Evaluation Methodology	13
	4.9.1 Pre-Qualification Process:	13
	4.9.2 Technical Evaluation Process	14
	4.9.3 Commercial Evaluation Process	16
	4.10. Clarification of Offers	17
5.	Other General Terms and Conditions	18
	5.1. Submission of Technical Details	18
	5.2. Masked Commercial Bid	18
	5.3. Erasures or Alterations	18
	5.4. Currency and Pricing	18
	5.5. Right to Alter Location/Quantities	19
	5.6. Rate Contract	19
	5.7. Preference to Public Sector Enterprises	19
	5.8. Repeat Orders	19
	5.9. Service Acceptance	19
	5.10. Support Services	19
	5.11. Publicity	19
	5.12. Order Cancellation	19
	5.13. Indemnity	20
	5.14. Delivery, Installation and Commissioning	20
	5.15. Completeness of Installation	20
	5.16. Technical Inspection and Performance Evaluation	20
	5.17. Acceptance Tests	21
	5.18. Terms of Payment	21
	5.19. Earnest Money Deposit (EMD)	21
	5.20. Forfeiture of EMD	21
	5.21. Submission of Performance Bank Guarantee	22
	5.22. Termination	22

5.23. Effect of termination	22
5.24. Force Majeure	23
5.25. Settlement of Disputes Resolution	23
5.26. No Commitment to Accept Lowest or Any Tender	24
Annexure -I: Details of eCourts project locations	25
Annexure -II: Details of the bidder	26
Annexure -III: Details of Past Installations (Client Reference)	27
Annexure -IV: Details of Network Operations Center	28
Annexure -V: Commercial Bid	29
Annexure-VI: Eligibility Criteria -Fact Sheet	32
Annexure-VII: Technical Evaluation Criteria -Fact Sheet	34
Annexure -VIII: Technical Solution & Architecture (Instructions)	36
Annexure -IX: Statement of Deviations	38
Annexure -X: General Terms and Conditions for Service Level Agreement (SLA).	39
Annexure -XI: Bank Guarantee in Lieu of Earnest Money Deposit for Tenderer/Bidder	42
Annexure-XII: Performance Bank Guarantee	43
Annexure -XIII: Letter of Indemnity and Undertaking	45

1. Request for Bids

1.1. Invitation for Bidders

The High Court of Himachal Pradesh, invites sealed proposals/offers (Technical bid and Commercial bid) from eligible, reputed Service Providers for **Supply, Installation & Commissioning of MPLS based Network Connectivity at locations** specified in Annexure **Ion Managed Service Model (Opex)**. The period of contract will be minimum three years which is extendable to additional two years.

The Request For Proposal (RFP) document can be downloaded from <http://www.hphighcourt.nic.in> after the published date and interested vendors can submit the proposals as outlined in the RFP:

Reference number	HHC/ Comp./ e-Courts/ MPLS/ 2017-I-
RFP Release Date	10.10.2017
Last Date and Time for receipts of RFP offers	15.11.2017 upto 4:00 p.m.
Date, Time & Place of opening the Technical Bids	16.11.2017 at 12:00 p.m. Computer Branch, New Administrative Block, High Court of Himachal Pradesh, Shimla
Addressee and address at which proposal in response to RFP notice is to be submitted	Registrar General, High Court of Himachal Pradesh, Ravenswood, Shimla-171001

The High Court reserves the right to change the dates mentioned above.

- i. Please note that all the information requested to be submitted in specific formats have to be provided only in the form and formats given in the RFP.
- ii. Responses should contain all the necessary information and incomplete information may lead to rejection of bids.
- iii. Bidders must have close watch on our website during the intervening period before and after submitting response to RFP as subsequent changes/clarifications, if any, related to RFP will only be posted on the web site.
- iv. Bidders must plan for presentation and site visit well in advance as the High Court may undertake the same immediately after submission of bids.

1.2. Disclaimer

This bid is not an offer by the High Court, but an invitation to receive offer from Service Providers. No contractual obligations whatsoever shall arise from the bid process unless and until a formal contract is signed and executed by duly authorized officers of the High Court with the Service Provider.

The Service Provider is however bound to maintain and continue this conditionality provided in the RFP document.

1.3. Confidentiality

- i. The details of the proposed service shall be treated as confidential information between the High Court and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without the High Court's prior written approval.
- ii. Notice or other communications given or required to be given under the Contract shall be in written and shall be hand-delivered with acknowledgment thereof, or transmitted by prepaid registry registered post or by recognized courier, or by facsimile provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the address of the receiving party by the other in writing, provided any change of address has been notified at

least ten days prior to the date on which such notice has been given under the terms of the contract.

- iii. Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.
- iv. The Successful bidder shall not, without the High Court's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the High Court in connection therewith, to any person other than a person employed by the successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- v. The successful bidder shall not, without the High Court's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.
- vi. The bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the High Court's business or operations without the prior written consent of the High Court.

2. Introduction

Under the eCourt Mission Mode Project, which is a central Govt. funded project, the High Court is in the process of upgrading the existing broadband based WAN connectivity to a robust high bandwidth MPLSWAN for implementation of state of the art cloud based architecture in all the court complexes under the jurisdiction of the High Court. The total number of court complexes under the eCourts project in the state are listed in Annexure-I. The High Court is in the process of identifying a vendor for Supply, Installation & Commissioning of MPLS Connectivity at all Court Complexes in the state.

3. Scope of Work

3.1. Background and Overall Architecture:

Presently, all the court complexes in the state, (about 43) under the eCourts project are connected to National Judicial Data Grid(NJDG), maintained by National Informatics Centre (NIC) at New Delhi through a MPLS-VPN (WAN) provided by BSNL. This WAN is integrated with NICs NICNET. All the court complexes spread across the country are connected to NJDG for providing litigant centric services and for many other internal activities.

Presently, many litigant centric IT based services of the eCourts project such as: cause lists, case status, daily orders, judgments, etc., of all courts under the jurisdiction of the High Court are delivered through respective District court websites and also through NJDG portal.

3.2. Project Objectives and Requirements

- i. To build an MPLS-VPN connectivity of all court complexes by procuring MPLS connectivity from a network service provider. The last mile connectivity i.e. between Customer Premises Equipment (CPE) at the Court Complex and Vendors POP should be connected using optical fiber cable/ wireless.
- ii. To setup an MPLS-VPN Network in a complete Managed Network Service model covering all the hardware, software, licenses, management necessary for these services.
- iii. To setup and provide the above services for a minimum period of 3 years and extendable up to 5 years. Thereafter the same service should be renewable on an annual basis at mutually agreed terms and conditions.
- iv. To avail MPLS_VPN network bandwidth for various court complexes and other associated locations as indicated below:

Sl. No.	Office/Location	No. of loaction/ No. of Sanctioned Courts (Nos.)	Present Requirement of MPLS Bandwidth (Mbps)	No. of loaction /No. of Available Court Rooms (Nos.)	Future Scalability of MPLS Bandwidth (Mbps)
1	District Court Complex, Bilaspur	3	8	6	10
2	Court Complex, Ghumarwin, Distt. Bilaspur	4	6	5	8
3	District Court Complex, Chamba	5	8	5	10
4	Court Complex, Dalhousie, Distt. Chamba	1	4	1	4
5	District Court Complex, Hamirpur	8	12	8	12

6	Court Complex, Barsar, Distt. Hamirpur	1	4	1	4
7	Court Complex, Nadaun, Distt. Hamirpur	1	4	2	6
8	District Court Complex, Kangra at Dharamshala	8	12	11	15
9	Court Complex, Kangra, Distt. Kangra	2	4	3	6
10	Court Complex, Palampur, Distt. Kangra	2	4	3	6
11	Court Complex, Nurpur, Distt. Kangra	2	4	2	4
12	Court Complex, Baijnath, Distt. Kangra	1	4	2	4
13	Court Complex, Dehra, Distt. Kangra	2	4	3	6
14	Court Complex, Indora, Distt. Kangra	1	4	2	4
15	Court Complex, Jawali, Distt. Kangra	1	4	2	4
16	District Court Complex, Kinnaur at Rampur	3	6	4	8
17	Court Complex, Anni, Distt. Kinnaur	1	4	1	4
18	Court Complex, Reckong Peo, Distt. Kinnaur	1	4	2	4
19	District Court Complex, Kullu	4	8	5	8
20	Court Complex, Manali, Distt. Kullu	1	4	1	4
21	Court Complex, Keylong, Distt. Kullu	-	-	1	4
22	District Court Complex, Mandi	9	10	9	15
23	Court Complex, Jogindernagar, Distt. Mandi	1	4	1	4
24	Court Complex, Karsog, Distt. Mandi	1	4	1	4
25	Court Complex, Sarkaghat, Distt. Mandi	2	4	2	4
26	Court Complex, Sundernagar, Distt. Mandi	2	4	2	4
27	Court Complex, Gohar, Distt. Mandi	1	4	1	4
28	District Court Complex, Shimla	15	16	21	20
29	Court Complex, Chopal, Distt. Shimla	1	4	1	4
30	Court Complex, Jubbal, Distt. Shimla	1	4	1	4
31	Court Complex, Rohru, Distt. Shimla	2	4	3	6
32	Court Complex, Theog, Distt. Shimla	1	4	3	6
33	District Court Complex, Sirmour at Nahan	4	8	6	8

34	Court Complex, Rajgarh, Distt. Sirmaur	1	4	1	4
35	Court Complex, Paonta Sahib, Distt. Sirmaur	2	4	3	6
36	Court Complex, Sarahan, Distt. Sirmaur	-	-	1	4
37	District Court Complex, Solan	7	10	7	12
38	Court Complex, Arki, Distt. Solan	1	4	1	4
39	Court Complex, Nalagarh, Distt. Solan	2	4	3	6
40	Court Complex, Kandaghat, Distt. Solan	1	4	1	4
41	Court Complex, Kasauli, Distt. Solan	2	4	2	4
42	District Court Complex, Una	8	10	8	12
43	Amb, Distt. Una	3	4	3	6
Total		119		151	

Note:-The above suggested bandwidth is tentative it may vary at time of finalization depending upon the requirement.

- v. To provide redundant/failover network especially at the last mile from a service provider other than the primary network service provider.
- vi. To use both the MPLS-VPN network in Active-Active mode during its regular operations with the fail-over option between the two networks.
- vii. To avail a complete end-to-end solution to facilitate the above requirements through necessary equipment and architecture.

3.2.2 At all the locations, the proposed MPLS-VPN connectivity should be through Wired or Wireless(RF or other modes) as last mile.

3.2.3 The High Court prefers to have maximum links with wired last mile as Optical Fiber. Wherever the bidder is not in a position to provide wired link, such location may be given through alternate connectivity. In case of Wireless Connectivity (RF or any other mode) proposed by the provider, the provider has to obtain the necessary permissions from all concerned authorities to install the infrastructure.

3.2.4 The High Court desires a robust MPLS-VPN with no single point of failure between POPshaving the following features

- i. End-to-end Quality of Service (QoS) offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc.
- ii. Monitoring, reporting and manageability features
- iii. The Network Monitoring System (NMS), made available by the provider, should comprehensively address all the issues relating to performance, availability and uptime etc. and some of the salient features, which are desirable, are given below.
 - a. It should be possible to manage the complete network from a single point using the Network Monitoring Software.
 - b. It should be possible to share NMS information with other locations, to facilitate local efforts in monitoring and maintenance.
 - c. NMS should provide the statistics regarding resource utilization and faults in the network.
 - d. NMS should give details such as bytes sent and bytes received by each location.

- e. NMS should be able to store statistical information during conference hours on traffic through LAN and WAN ports and print this information in the form of graphs, pie charts, spread sheet and bar charts. It should be able to show a cumulative picture over a period of a week or more. These statistics should also be available in machine readable form. This report should be submitted on monthly basis.
- f. NMS should be able to accept traps and alarms from other devices and display an appropriate message on the NMS console. The NMS should offer tabular information giving percentage uptimes of individual links on monthly basis.
- g. The end-to-end latency between any source and destination in the eCourt's network should not be more than 80 ms.

3.3. Project Timeliness

Bidder [Service Provider] to implement the MPLS at all the locations within Eight Weeks from the date of issue of Work Order.

The High Court would get acceptance testing carried out at each location before declaring it as "Gone Live". In the event of non-provision of proposed connectivity even after extension period, if given, a penalty will be applied as indicated in this RFP.

3.4. Project Responsibilities

The selected bidder has to install, configure, commission and manage the MPLS-VPN network and equipment in allocations. The bidder also has to commission, integrate and demonstrate the working of video conferencing, IT services, data transmission and all other services on the MPLS network. Only after the installation, commissioning and integration of the MPLS network and operational as desired, the installation / acceptance procedure would be deemed to have been completed.

3.5. Penalty

3.5.1. Liquidated Damages

If there is a delay in commissioning of the MPLS connectivity, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per day. If the delay period is 3 days or more, it will be treated as one full week. This will be deducted from the subsequent quarterly payments due for the service. Providing MPLS connection means Court users at a court complex should be able to access required applications hosted at Data centre after 5 weeks. The vendor/bidder's aggregate liability to pay liquidated damages for the delay in completing the work shall not in any case exceed 5% of the contract price.

3.5.2. Penalty for the MPLS Service and Other Support Services

A pre-defined penalty will be applicable on various levels for the lapse in uptime and other MPLS network performance indices as outlined in the Annexure XI. A separate set of penalties are also applicable on non-availability of on-site support personnel and on Mean Time to Resolve (MTTR).

3.6. Implementation

The vendor has to install, configure, and commission the MPLS network equipment and other related components at all the eCourts project sites as indicated. The selected bidder should coordinate with existing vendors, where ever applicable for successful integration of this network.

3.7 MPLS Peering

The MPLS network to be implemented by the vendor has to get integrated with MPLSs of other High courts and all have to get merged with another network at National Data centre level. The vendor has to have sufficient experience and expertise in MPLS peering at MPLS Exchange Point (MEP). The selected vendor is expected to support and share end-to-end technology with other vendors for the smooth integration of different networks.

3.8 Uptime and Help Desk

Bidder should have a 24 x 7 x 365 help desk facility (accessible through a toll free number). All the eCourts project sites would report problems to this help desk giving details of the problem. The facility should provide for comprehensive problem notification and escalation.

3.9 Training

The selected bidder will have to educate the IT administrative staff of the courts to operate the related equipment and associated software. This training has to be arranged by the vendor at each of the locations.

3.10 Technical On-site Support Personnel

Bidder should appoint dedicated onsite support personnel for monitoring, managing and also provide first-level service for issue deduction and response on MPLS. The Service Provider (SP) should depute the support personnel at the High Court. The SP must confirm that the support engineer to be employed in this project have adequate knowledge and experience to support MPLS network. The support personnel should be available 08.30 am to 07.00 pm on site at High Court premises on all the days except Court holidays and weekends. Occasionally, the support personnel might have to be present on-site over weekends, if any Court desires so. In the absence of onsite resources for two and more consecutive days, the bidder should depute replacement of onsite resources who will be aware of existing setup. If support personnel and backup personnel are not available beyond this period, a penalty will be levied as per SLA.

- i. The SP should provide Web access for call logging & status tracking.
- ii. The SP needs to extend the monitoring option to eCourts' National Data Centre in New Delhi and also at SDCs' at state capitals from where the engineers need to pro-actively monitor the MPLS network.
- iii. The Courts resident support personals should access the NOC with the help of a toll free Number. The NOC personnel will receive the complaint, book the complaint, issue the docket number and further escalate the case still resolution.
- iv. In order to facilitate the effective management of Link aggregation, Load balancing etc., the support personnel should also monitor the existing network of eCourts, wherever applicable and report/escalate the issue to the existing network service provider.

4. General Instructions for Bidders

4.1. Clarifications on RFP

Two separate bids, one technical bid and the other commercial bid must be submitted at the same time, in two separate sealed envelopes, giving full particulars at the High Court of Himachal Pradesh, (Shimla), on or before the schedule given above. Both the envelopes, sealed and stamped securely, must be submitted (by hand) in the following address:

Both the envelopes must be super-scribed with the following information:

- "Bid for MPLS Network Connectivity for the eCourts Project"
- Type of Offer (Technical or Commercial)
- Due Date
- Name of Bidder

For any queries relating to this RFP, you may write to: (email address of the HC)

All Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. The bidder should also submit a copy of the RFP (including Corrigendum, if any) duly stamped and signed on each page by the authorized official of the bidder's company.

4.2. Pre-Bid Meeting

A pre-bid briefing meeting of the intending Vendors/Bidders will be held on the 12.09.2017 in the High Court to clarify any point/doubt in respect of the RFP. No separate communication will be sent for this meeting. All communications regarding points requiring clarifications shall be sent by email to (cpc-hp@aj.gov.in) with the subject "Queries –RFP for MPLS Connectivity for the eCourts" on or before 2:00 p.m. on 08.09.2017). No request for change in date of pre-bid meeting will be entertained. The proper index/numbers of the paragraph/points may be indicated for each query.

After pre-bid meeting any deviations in the RFP, if any and clarifications, if any, will be published

on the High Court's website. No fresh queries would be entertained after pre-bidding meeting.

4.3. Envelope-I (Technical Bid)

i. The technical bid:

- Should be complete in all respects and contain all information asked for, except prices.
- Should include all items asked for in Annexure IX

- Should not contain any price information.

- Should be complete to indicate that all products and services asked for are quoted with all required information.

A copy of the Commercial Bid duly masking the prices should be submitted along with the Technical Bid.

ii. Two copies of technical bids have to be submitted in separate sealed envelopes (Marked as First Copy and Second Copy) one of which will be opened for evaluation. The technical bids must be submitted in an organized and structured way with proper index. Brochures/leaflets etc. should not be submitted in loose form. The bids can be divided into two parts -the first part should contain the documents (sr. 1-11 given below) supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP and the second part (sr. 12-14 given below) should contain the other details of the proposed project. The annexure and other documents relating to the technical bids may be grouped in the order given below:

(Checklist)

1. Index
2. Covering letter indicating that you have gone through the complete RFP and all its corrigendum placed in the website.
3. Details of the Bidder, as per Annexure II.
4. Details of past installations(Client References)(Annexure III)
5. Details of Network Operations Center(NOC) -Annexure IV
6. Compliance of Eligibility Criteria as per Annexure VII along with support documents. The bidder submit suitable documents wherever it is asked for (Declaration-Dec; Documents-Doc).
7. Compliance of Technical Parameters (Technical Evaluation Criteria) as per Annexure VIII.
8. Technical proposal (Solution) along with complete architecture should be submitted as per the instructions given in Annexure IX
9. Statement of Deviation with proper reference to the Section./Sub Section/Paragraph etc.as per Annexure X
10. Documents supporting Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
11. All other documents supporting the technical compliance sheet.
12. Demand Draft/Pay Order/Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid) as per the format in Annexure XII.
13. Technical Documentation, if any like Product Brochures, leaflets, manuals etc. An index of technical documentation submitted with the offer must be enclosed.
14. Copy of the Commercial Bid duly masking the price column.

iii. The eligibility criteria and technical evaluation will be scrutinized based on the Annexure and supporting documents submitted by the bidder. The High Court reserves the right to seek additional documents relating to technical bids, if necessary. However, if all the annexure and documents already sought are not submitted by any bidder, the bid will be rejected.

4.4. Envelope-II (Commercial bid)

- i. The Commercial bid should give all relevant price information and should not contradict the Technical bid in any manner. A copy of the Commercial Bid duly masking the prices is to be submitted along with the Technical Bid.
- ii. The Commercial bid will have to be submitted in the format as per Annexure-VI commercial bids should not have any alteration or overwriting. the High Court may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder.
- iii. The prices quoted in the Commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. If the price of any item is not quoted, then it will be considered that, the vendor will supply the item at zero price. These two envelopes containing the Technical bids and Commercial bids should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected without assigning any reason thereof.
- iv. The Commercial bid must not contradict the technical bid In any way. The suggested format for submission of Commercial bid is as follows:
 1. Index
 2. Covering letter
 3. Commercial Version of Bill of Materials and Price (as per Annexure VI). This must contain all cost-related information.
 4. A statement that the bidder agrees with payment terms given in the tender.
- v. If any cost item in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero cost item and the same is offered to the High Court free of any charge.
- vi. The High Court will consider the cost for three years for the purpose of price comparisons given by the vendors on the figures in commercial offer (Annexure VI Section D).

4.5. Offer validity Period

The offer shall be valid for a period of i/ months from the date of opening of Commercial bid.

4.6. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in "qualification criteria" of the tender, will only be eligible for further process i.e. technical evaluation.

4.7. Soft Copy of Tender Document

The soft copy of the tender document will be made available on the High Court's website (URL of HC's website). However the High Court shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

4.8. Opening of Offers by the High Court

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' / their representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidders' / their representatives present shall sign a register of attendance and minutes provided they have been authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

4.9. Evaluation Methodology

Scrutiny of bids will be in three stages viz., Pre-Qualification Process, Technical Evaluation and Commercial Evaluation in a linear manner. The responses from all bidders will be

- a. Assessed on the basis of the Pre-Qualification Process
- b. Eligible Bidder's response will then be scrutinized under Technical Evaluation Process.
- c. The Commercial offer submitted by the bidders' will then be assessed for selecting the suitable bidder.

A techno-commercial evaluation process with weightage of 70 marks for technical bids and weightage of 30 marks for commercial bids will be assigned to the bidders to arrive at the L1bidder.

The details of the complete evaluation process is outlined below:

4.9.1 Pre-Qualification Process:

The High Court will first scrutinize the eligibility of the bidders as per "Eligibility Criteria" of the RFP based on the documents submitted (Annexure VII). The decision of the High Court in this regard is final and no further correspondence in this regard will be entertained.

In this process, the bidder's capabilities, experience and technical offer would be assessed on the basis of the following:

(A) General Qualification Criteria

- i. The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having a turnover of Rs.5 crores per year in the last three financial years i.e. 2014-15,2015-16,2016-17. This must be the individual Company's turnover and not that of group of Companies.
- ii. The bidder company should have made profits in at least 2 out of the last three financial years i.e 2014-15,2015-16,2016-17, and has made profit in the last financial year 2016-17. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2015-16 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.
- iii. The Bidder should either a Layer 3 MPLSVPN Service Provider under the License of Government of India or a National Long Distance (NLD) having own MPLS VPN network for the past 3 years and should submit attested copy of the appropriate license.
- iv. The bidder should be owning state-wide high redundancy MPLS based network backbone or MPLS based backbone provided by multiple service providers (at least from two service providers) covering eCourts project locations. The backbone should be highly redundant, ensuring that there is no single point of failure.
- v. The bidder should have own Network Operating Centre (NOC). Network monitored and maintained by certified CCIEs, CCNPs and CCNAs
- vi. The proposed network by the bidder should support voice, video and data for delivery of videoconferencing, IT services, business solutions, VoIP etc.
- vii. The bidder should have executed orders for commissioning of MPLS network for two organizations connecting a minimum of 100 locations (covering at least 75% of the districts of the State) during the last three years.
- viii. The bidder should not have been blacklisted by any government organization / PSUs/ banks. Self-declaration to that effect should be submitted along with the technical bid.
- ix. The bidder should have professional services support certification from the backbone equipment and service provider.
- x. Bidder should have the ISO27001:2005 certification and provide a copy of the same.
- xi. The complete MPLS network should support End-to-End Quality of Service (QoS).

(B) Architecture

The POP should fulfil the following minimum conditions:

- i. Redundant backhaul Optical Fibre Cable(OFC) connectivity to minimum two POP to ensure desired uptime in case of a failure of one backhaul link
- ii. All Service provider POPs should be of carrier grade and the core MPLS architecture

- should be built on carrier grade routers.
- iii. The MPLS architecture should be able to support IPv6 over the complete network.

(C) Features

- i. Service provider should be able to support pre-defined Traffic transport QoS Parameters which provide throughput, latency, packet loss, jitter commitments and application traffic prioritization.
- ii. Bidder should support Routing protocols like BGPv4, OSPF, EIGRP
- iii. Bidder should provide Class of Service(CoS) based Latency reports.
- iv. Bidder should support Multicast over MPLS network

(D) NMS and Reporting

- i. MPLSVPN Service Reports should provide pertinent, real-time information regarding network performance by offering secure access to web portal
- ii. The Service provider should be able to offer completely managed service where monthly reports are provided on the following parameters but not limited to
 - a. Class of Service (CoS) details
 - b. Link utilization
 - c. Site uptime
 - d. Packet loss statistics
 - e. Latency
 - f. At-a-glance report
 - g. Top N reports
- iii. Service provider should use standards based NMS tools for generating the above reports.
- iv. The NOC should be managed by sufficient number of Qualified and Certified Network Engineers
- v. The NOC should be in existence for past 3 years and fully functional for providing complete support service for MPLS-VPN connectivity.
- vi. The NOC should possess ISO/ITIL/TL compliant certification
- vii. The NOC should have direct access to OEM Technical Assistance Center(TAC)
- viii. Availability of 24/7 Support Center with Telephonic and Email support.

The general terms and conditions relating to the Service Level and Penalty which would form part of the Service Level Agreement are given in the Annexure XII.

Note 1: Vendor should submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of vendor who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.

Note 2: Bidders fulfilling all Minimum Eligibility Criteria will only be considered for further technical evaluation. Otherwise the bids will be rejected.

4.9.2 Technical Evaluation Process

The High Court will scrutinize the offers and will determine whether the technical specifications along with documents have been furnished as per RFP. The technical

evaluation will be done on the basis of the information provided in the "Bidder's Information" as per **Annexure VIII** format along with supporting documents.

The bidder will have to give presentation on the following points as a part of the technical evaluation.

- i. Implementation Methodology
- ii. Implementation Period
- iii. Deliverables
- iv. Project plan
- v. Case study of any of the similar project carried out in the past

After scrutinizing the technical bids, the High Court will short-list the technically qualified bidders. Commercial bids of only these bidders will be opened who have been shortlisted on the basis of technical bids.

Based on the bidders' response, the following ranking method will be used for rating the bidders during the technical evaluation.

Technical Evaluation (Ranking/Criteria)

SI No	Details/ Parameters	Criteria Points	Maximum marks
1.	List of Clients (where managed MPLS connectivity has been provided) (Only currently/ongoing active & valid contracts will be considered for points award) <ol style="list-style-type: none"> i. For more than 10 in Govt. Sector/ PSU/ Banks/ FIs ii. For more than 5 and less than 10 in Govt. Sector/ PSU/ Banks/ FIs iii. For more than 3 and less than 5 in Govt. Sector / PSU/Banks/FIs iv. For more than 1 and less than 3 Govt. Sector / PSU/Banks/FIs 	15 10 5 1	15
2.	Satisfactory Services Certificate by at least three Clients (Should be current and valid) <ol style="list-style-type: none"> i. Satisfactory Services Certificate by > 5 Clients ii. Satisfactory Services Certificate by > = 3 Clients iii. Satisfactory Services Certificate by < 3 Clients 	10 5 0	10
3.	Number of MPLS VPN POPs (own infrastructure) all over the state, <ol style="list-style-type: none"> i. All (number of District courts) Locations ii. If covering 80% locations iii. If covering 60% locations iv. If covering 40% locations v. If covers less than 20% locations 	10 8 6 4 0	10
4.	Weight-age for covering the District court locations with wired connectivity till last mile. <ol style="list-style-type: none"> i. All District court Locations ii. If covering 80% locations iii. If covering 60% locations iv. If covering 40%locations v. If covers less than 20% locations 	20 15 10 5 1	20
5.	Points for Various Certification standards obtained <ol style="list-style-type: none"> i. ISO 9001:2001 ii. TL9000-V iii. ISO 27001:2005 iv. ISO 14001 v. BS7799 ISMS 	2 2 2 2 2	10
6.	Support! Partnership levels with the OEM whose products are included in the proposal <ol style="list-style-type: none"> i. Highest level ii. Middle level 	10 5	10

	iii. Lower level	3	
7.	Support/ Partnership levels with existing router manufacturer i. Highest level ii. Middle level iii. Lower level (Since the existing network is built using this manufacturer routers which needs to be integrated and managed for aggregation/ load balancing etc)	5 3 1	5
8.	Site Category-Wise Minimum Average Guarantee for Service (Uptime) Availability i. All vendors who provides service uptime availability within the 5% variation (lower) with the least vendor(A) ii. Any vendor who commits an uptime within 6-20% variation from A iii. Any vendor who commits an uptime within 21-40% variation from A iv. Any vendor who commits an uptime within 41-60% variation from A v. Any vendor who commits an uptime within 61-80% variation from A vi. Any vendor who commits an uptime within 81-100% variation from A	(Cat A - 5 & Cat B - 5) 5 4 3 2 1 0	10
9.	Site Category-Wise Minimum Average Guaranteed Performance Levels on Packet Loss, Latency, Jitter i. All vendors who provides best service quality/time within the 5% variation of the vendor (A) who has guaranteed the best quality/time ii. All vendors who provides best service quality/time within the 6-20% variation from (A) iii. All vendors who provides best service quality/time within the 21-40% variation from (A) iv. All vendors who provides best service quality/time within the 41-60% variation from (A) v. All vendors who provides best service quality/time within the 61-80% variation from (A) vi. All vendors who provides best service quality/time within the 81-100% variation from (A)	(Cat A-5 & CatB-5) for each 5 4 3 2 1 0	30
10.	Presentation on Proposed Solution Architecture and Backbone / NOC Infrastructure		20

Total _____

The minimum qualification score for the Technical Bid would be 100 out of 140

The bidder whose marks is the highest in the technical evaluation will be taken as the base figure of 100%. The marks of other bidders will be normalized accordingly (illustrated in the example given below)

Note: Bidders have to provide copies of supporting documents against each criteria mentioned above, without which bid may be rejected. Any declaration, if found wrong, at any stage of project may lead to cancellation of bid/contract at the discretion of the High Court.

4.9.3 Commercial Evaluation Process

Only bidders successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Commercial Bid Round.

The evaluation of the Commercial Bids would be as follows:

- i. The lowest bid will be assigned the maximum Financial Score of 100 points.
- ii. The Financial Scores of the other Commercial Bids will be computed relative to the lowest evaluated

Commercial Bid.

The Commercial Score computing methodology is as follows:

Commercial Score of Bid under consideration(CS) = $100 \times \frac{\text{Price Bid under consideration}}{\text{Price of Lowest Bid}}$

iii. Final Processing

Proposals would be ranked according to their Final Score arrived at by combining Technical and Commercial Scores as follows:

Final Score = Technical Score • T + Commercial Score • F

(T-Weight-age given to Technical Bids, F-Weight-age given to the Commercial Bids)

ie., Final Score (FS) = (TS x T) + (CS x F)

Weight-age for the bids are as follows:

I.	Technical Bid	T	70%
II.	Commercial Bid	F	30%
	Total Weightage		100%

Please note that the High Court reserves the right to revise the evaluation criteria, methodology, distribution points and weight-ages; if it finds it necessary to do so.

Example:-

Bidder	X	Y	Z
(A) Technical evaluation Marks	110	120	115
Base is 100% of the highest scoring bidder	92 (ie, 110/120 x 100)	100 (ie, 120/120 x 100)	96 (115/120 x 100)
Calculation(i)	92 x 70/100 = 64.40	100 x 70/100 = 70	96 x 70/100 = 67.20
Marks (A) Out of 70	64.40	1100	1200
(B) Commercial evaluation Price in INR	1000	1100	1200
Calculation (ii)	(1000/1000)x 100=100	(1000/1100)x100=90.90	(1000/1200)x100 = 83.33
Base is 100% of the lowest bidder	100	90.9	83.33
Calculation (iii)	(100/100)x30= 30	(90.90/100)x30= 27.27	(83.33/100)x30=24.99
Marks (8) Out of 30	30	27.27	24.99
Total Mark (A+ B) Out of 100	94.40	97.27	92.19
Ranking of Bidder	L2	L1	L3

4.10. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the High Court may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

5. Other General Terms and Conditions

5.1. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical details/specifications. The offer may not be evaluated by the High Court in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. The High Court will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

5.2. Masked Commercial Bid

The bidder should submit a copy of the actual price bid being submitted to the High Court by masking the actual prices. This is mandatory. The bid may be disqualified if it is not submitted by masking it properly.

5.3. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable unless specifically asked for. The High Court will treat offers not adhering to these guidelines as unacceptable. The High Court may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and the High Court reserves the right for such waivers.

5.4. Currency and Pricing

- i. The offer must be made in Indian Rupees only.
- ii. The contract/service price of including the following:
 - a) Cost of the equipment
 - b) Installation and commissioning charges
 - c) Transportation and Forwarding charges to the sites.
 - d) All other charges relating to this Service.
- iii. All taxes and levies including Octroi, VAT and such of those taxes as applicable from time to time.
- iv. All necessary insurance certificate/s for the material supplied to the High Court must be retained with the vendor for future use.
- v. The cost quoted should be exclusive of all applicable taxes, octroi and other charges as per given in Annexure.
- vi. The annual recurring costs should be uniform for all the years.
- vii. All applicable taxes, duties, levies charges, transportation, insurance, octroi etc. should be indicated separately and they will be paid at actual.
- viii. The price quoted by the bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of three years with an option to extend the service up to five years at the quoted cost.
- ix. Bid submitted with adjustable price quotation will be treated as non responsive and will be rejected. Based on the contracted rates, the High Court will place order annually after performance review of the previous year.
- x. Exchange Rate Variation(ERV): The bid should clearly mention the list of imported components or percentage of imported components in an equipment, the Base Exchange Rate

for each such foreign currency used for converting the FE content into Indian Rupees and the extent of foreign exchange rate variation risk they are willing to bear.

5.5. Right to Alter Location/Quantities

the High Court reserves the right to alter the proposed location/s specified in the tender. The High Court also reserves the right to delete one or more locations from the list specified in the RFP.

5.6. Rate Contract

The High Court reserves the right to enter into a rate contract with L1 for connecting any other office/location after order has been placed through this tender process. The validity of the rate contract shall be 24 months from the date of purchase order. The same technical specifications and terms of Commercial bid shall apply to the order placed through the rate contract as specified through this tender. However during the validity period of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, the High Court reserves the right to re-negotiate the prices before placing the order.

5.7. Preference to Public Sector Enterprises

Purchase preference will be granted to the Public Sector Enterprises as per the government policy, where quoted prices of public sector enterprises is within 10%of the rates quoted by L1, other things being equal.

5.8. Repeat Orders

- i. The High Court reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 24 months from the date of acceptance of Work Order by the bidder.
- ii. The bidder should note that as bandwidth rates normally come down, hence the rates shall be subject to downward revision based on market movement of bandwidth rates.
- iii. The High Court reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

5.9. Service Acceptance

The acceptance test will be carried out as per mutually agreed Acceptance Test Plan, which will be finalized after PO is issued. The network will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the High Court and the service provider.

5.10. Support Services

The bidder should have adequate support services at all locations either its own or through its franchisee. List of such support centres with contact persons, telephone numbers and addresses should be enclosed.

5.11. Publicity

Any publicity by the bidder in which the name of the High Court is to be used should be done only with the explicit written permission of the High Court.

5.12. Order Cancellation

If the delay in commissioning extends beyond 12 weeks from the date of acceptance of Work Order(except from the written permission of the High Court), then the High Court reserves the right to cancel the Work Order and/or appropriate the damages from the EMD given by the bidder or foreclose the Performance Bank Guarantee.

The High Court also reserves the right to recover and adjust any dues payable by the selected bidder from amount outstanding to the credit of selected bidder, including the pending calls & security deposit, if any, under the purchase / work order for the above mentioned reasons.

The High Court reserves its right to cancel the entire / unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- i. The High Court also reserves the right to recover and adjust any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under the purchase/work order for the above mentioned reasons.
- ii. Any other appropriate reasons in view of the High Court.
- iii. An attachment is levied or continues to be levied for a period of 07 days upon the effects of bid.

5.13. Indemnity

The Bidder shall indemnify, protect and save the High Court and hold the High Court harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract; (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the bidder; (iii) use of the deliverables and or services provided by the bidder; (iv) infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall, further indemnify the High Court against any loss or damages to the High Court's premises or property, the High Court's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The successful Bidder is required to submit a "letter of indemnity and undertaking" as per the prescribed format (Part-Schedule ...) within Thirty (30) days of commissioning of.

5.14. Delivery, Installation and Commissioning

The Bidder shall be responsible for installation and commissioning of the MPLS connectivity ordered at all the sites and for making them fully operational at no additional charge within Eight (08) weeks of the date of acceptance of Purchase Order. At the discretion of the High Court, there will be an acceptance test conducted in presence of the High Court officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied or services rendered, the High Court reserves the right to cancel the entire contract and the decision of the High Court is final.

5.15. Completeness of Installation

- i. The selected Bidder shall submit the document regarding the site preparation requirements.
- ii. However, the delivery, installation and commissioning of the entire MPLS network should complete within Eight(08)weeks of awarding the contract.
- iii. All the cabling should be done with proper clamping. The cabling should be neat and structured with suitable pipe casing.
- iv. The entire site will be accepted after complete installation and commissioning of network and satisfactory working of the MPLS network.

5.16. Technical Inspection and Performance Evaluation

The High Court reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of equipment offered by technically qualified bidders.

5.17. Acceptance Tests

At the discretion of the High Court, acceptance test will be conducted by the bidder at the site in the presence of the officials of the High Court and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by the High Court for carrying out this acceptance test. The High Court will take over the system on successful completion of the above acceptance test.

5.18. Terms of Payment

The High Court will make payment as follows:

- i. All payments due against each Purchase Order, on commissioning of the project will be made after the installation, commissioning and sign-off of the project in all the offices of the High Court as indicated in the RFP.
- ii. The contract period will start from a single and uniform date i.e. the acceptance date of the project. After acceptance of the project; one time installation charges will be paid.
- iii. Quarterly payments will be paid towards the service, support and related charges, subject to satisfactory services as per the scope of work and other service terms & conditions. The payment will be based on the invoice and NMS reports submitted towards links commissioned/maintained at our locations during the previous quarter
- iv. All payments will be made from the High Court, New Delhi. TDS and other statutory deductions will be deducted at source for any payment made, as per rules of Government of India from time to time.
- v. At the time of commissioning of links, the provider has to arrange for Commissioning report containing the full details of the links commissioned which will be prepared /signed by the provider and validated by the High Court /CPC of the High Court concerned or their representatives. The payment will be considered for the links commissioned links based on these reports.
- vi. Penalties for delayed commissioning of links and downtime penalties, if any, shall be calculated for every month and recovered from payments to be made after the end of that quarter.

5.19. Earnest Money Deposit (EMD)

- i. The Vendor/Bidder shall furnish an EMD for an amount of Rs. 5.00 Lakh (Rupees Five lakh only) in the form of Bank Guarantee/ Demand Draft / Pay Order drawn in favour of the High Court, enforceable at (name of the city). This has to be submitted in a separate envelope along with the Technical Bids.
- ii. The Bank Guarantee in lieu of EMD should be given as per the format given in **Annexure XII**.
- iii. The EMD of unsuccessful Vendors/Bidders shall be returned within reasonable period, only after the successful completion of the Bid Process. No interest is payable on such amount.
- iv. The EMD of the successful bidder will be returned upon the submission of the Performance Bank Guarantee. No interest would be payable on this amount.
- v. The EMD should form part of the Bid Documents (Technical offer-Part I) submitted by the Vendor / Bidder. DD/PO/BG of EMD should reach the High Court address before the due date of commercial bid opening. Failure to comply with this condition, viz., submission of bid security of Rs. 5.00 lakhs (Rupees Five lakhs only) shall result in summarily rejection of the quotation / offer.

5.20. Forfeiture of EMD

The EMD can be forfeited if:

- i. Vendor / Bidder withdraws his offer during the period of validity of the bid
- ii. Any unilateral revision made by the Vendor during the validity period of the offer
- iii. Non acceptance of the order when placed or non-confirmation of acceptance of orders within

the stipulated time after placement of orders. In case the successful bidder fails to duly acknowledge the acceptance of work order within the stipulated time of 14 days from the date of issuance of work order, the EMD of the successful bidder may be forfeited without any further communication to the successful bidder.

- iv. The successful bidder should start working on the project within 14 days of the acceptance of the work order failing which the High Court reserves the right to forfeit EMD amount from the successful bidder.

5.21. Submission of Performance Bank Guarantee

- i. The successful Vendor/Bidder should provide a performance bank guarantee for a period of three years (36 months) for an amount equivalent to **10% of the total order value** from a Scheduled Commercial Bank in the format specified by the High Court within 30 days from the date of Work Order.
- ii. The Pro-forma for Performance Bank Guarantee is attached as **Annexure VIII**.
- iii. In case, the Vendor/Bidder does not perform under the contract to the full satisfaction of the High Court, the High Court reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items / services etc. In this regard the decision of the High Court shall be final. The guarantee will be valid till the expiry of warranty period (extended warranty) and AMC period i.e.,36 months.
- iv. Any deficiency or deficiencies observed by the High Court during the warranty period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Performance Bank Guarantee (PBG) deposited with the High Court.
- v. the High Court shall be entitled to deduct from the deposit any loss or damage which the High Court may be put to, by reason of any act or default recoverable by the High Court from the Vendor and to call upon the Vendor to maintain the deposit at the original limit by making further deposits.
- vi. No interest will be paid on performance bank guarantee.

5.22. Termination

The High Court may terminate this agreement in the event that the vendor commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary or makes an arrangement with its creditors or petitions for an administration order or seeks the protection of any relevant legislation concerning insolvent companies or arrangements with creditors and such adjudication appointment or assignment is not set aside within ninety (90) days.

If the vendor breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the vendor is in default and the High Court may terminate this agreement.

In case the service provider does not perform under the contract to the full satisfaction of the High Court, then the High Court reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period (user acceptance test period)

5.23. Effect of termination

The Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Same terms (including payment terms) which were applicable during the terms of the contract should be applicable for reverse transition services

The Vendor agrees that after completion of the term or upon earlier termination of the assignment the Vendor shall, if required by the High Court, continue to provide facility to the High Court at no less favourable terms than those contained in this tender document. In case the High Court wants to continue with the Vendor's facility after the completion of this contract then the Vendor shall offer the same or better terms to the High Court. Unless mutually agreed, the rates shall remain firm.

The High Court shall make such prorated payment for services rendered by the Vendor and accepted by the High Court at the sole discretion of the High Court in the event of termination, provided that the Vendor is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Vendor.

Termination shall not absolve the liability of the High Court to make payments of undisputed amounts to the Vendor for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force or on after such termination.

Notices: Any notice to be given by a party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a courier.

5.24. Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided this party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. Unless otherwise directed by the High Court in writing, the Bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event. If the duration of delay continues beyond a period of three months, the High Court and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the High Court shall be final and binding on the bidder.

5.25. Settlement of Disputes Resolution

- i. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- iii. In case Vendor/Bidder raises a dispute and the same is referred to arbitration, the High Court shall send to Vendor/Bidder a list of three names of persons who shall be presently unconnected with the High Court or Vendor/Bidder. Vendor/Bidder shall on receipt of the names as aforesaid, select anyone person so named to be appointed as sole arbitrator and communicate his name to the High Court within 30 days of receipt of the names. Vendor/Bidder shall thereupon without delay appoint the said person as the sole arbitrator. If vendor/bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel the High Court shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to vendor/bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by the High Court from the above list of persons.
- iv. If the High Court raises a dispute and the same is referred to arbitration, vendor/bidder shall send to the High Court a list of three names of persons who shall be presently unconnected with

vendor/bidder or the High Court. The High Court shall on receipt of the names as aforesaid, select anyone person out of the panel of three names to be appointed as sole arbitrator and communicate his name to vendor/bidder within 30 days of receipt of the names. Vendor/bidder shall thereupon without delay appoint the said person as the sole arbitrator. If the High Court fails to select the person as sole arbitrator within 30 days of receipt of the panel, vendor / bidder shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the High Court. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by vendor/bidder from the above list of persons.

- v. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties.
- vi. The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.
- vii. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at (Name of the state capital city) only and courts in (the capital city) only shall have jurisdiction to determine the same.

5.26. No Commitment to accept lowest or Any Tender

The High Court shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. The High Court reserves the right to make any changes in the terms and conditions of this project. The High Court reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of the High Court in this regard is final and no further correspondence in this regard will be entertained.

Annexure I
List of eCourts
Project locations

Sl. No	Office/Location address
1	District Court Complex, Bilaspur
2	Court Complex, Ghumarwin, Distt. Bilaspur
3	District Court Complex, Chamba
4	Court Complex, Dalhousie, Distt. Chamba
5	District Court Complex, Hamirpur
6	Court Complex, Barsar, Distt. Hamirpur
7	Court Complex, Nadaun, Distt. Hamirpur
8	District Court Complex, Kangra at Dharamshala
9	Court Complex, Kangra, Distt. Kangra
10	Court Complex, Palampur, Distt. Kangra
11	Court Complex, Nurpur, Distt. Kangra
12	Court Complex, Baijnath, Distt. Kangra
13	Court Complex, Dehra, Distt. Kangra
14	Court Complex, Indora, Distt. Kangra
15	Court Complex, Jawali, Distt. Kangra
16	District Court Complex, Kinnaur at Rampur
17	Court Complex, Anni, Distt. Kinnaur
18	Court Complex, Reckong Peo, Distt. Kinnaur
19	District Court Complex, Kullu
20	Court Complex, Manali, Distt. Kullu
21	Court Complex, Keylong, Distt. Kullu
22	District Court Complex, Mandi
23	Court Complex, Jogindernagar, Distt. Mandi
24	Court Complex, Karsog, Distt. Mandi
25	Court Complex, Sarkaghat, Distt. Mandi
26	Court Complex, Sundernagar, Distt. Mandi
27	Court Complex, Gohar, Distt. Mandi
28	District Court Complex, Shimla
29	Court Complex, Chopal, Distt. Shimla
30	Court Complex, Jubbal, Distt. Shimla
31	Court Complex, Rohru, Distt. Shimla
32	Court Complex, Theog, Distt. Shimla
33	District Court Complex, Sirmour at Nahan
34	Court Complex, Rajgarh, Distt. Sirmaur
35	Court Complex, Paonta Sahib, Distt. Sirmaur
36	Court Complex, Sarahan, Distt. Sirmaur
37	District Court Complex, Solan
38	Court Complex, Arki, Distt. Solan
39	Court Complex, Nalagarh, Distt. Solan
40	Court Complex, Kandaghat, Distt. Solan
41	Court Complex, Kasauli, Distt. Solan
42	District Court Complex, Una
43	Amb, Distt. Una

Annexure - II: Details of the bidder

Details filled in this form must be accompanied by sufficient documentary evidence in order to verify the correctness of the information.

S. No.	Address of court location	City/Town
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax number	
4.	Constitution of Company	
5.	Name and designation of the person authorized to correspond with the High Court	
6.	Email Address	
7.	Year of commencement of business	
8.	Turnover of the company 2014-15 2015-16 2016-17	
9.	Net Profit of the company 2014-15 2015-16 2016-17	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Name and address of the principal banker with whom major credit facilities (fund/Non fund) are being enjoyed (also mention names of Banks in consortium, name of the contact official of Bank, phone and fax numbers etc)	

Annexure - III: Details of Past Installations (Client Reference)

Name of the Vendor: _____

Name of the client	Number of Location covered in MPLS-VPN Network	Purpose of project (services offered over this network)	Date of commissioning of the project	Contact Person Name Tel No. Fax Address	Total Amount of order

Date _____

Place _____

Annexure - IV: Details of Network Operations Center

Sr. No.	Place	Postal Address	Contact numbers	Service facility available (Describe)	Number of Service Engineers
1.					
2.					

Annexure -V: Commercial Bid

Instructions:

The structure of the Bidder's commercial response to this tender must be as per following order. Any extra information may be provided as separate section. Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end of this section.

1. One-Time Charges(Section A)
2. Recurring Charges(Cost of Complete Managed Services for three years) (Section B)
3. Band-width Cost for Future Enhancements(C)
4. Summary of Commercial Bid(Section0)

Bidders are requested to note the following:

- i. All the details must be provided as per format. In-complete formats will result in rejection of the proposal.
- ii. Masked commercial bids must be given with technical bid.
- iii. All the pages of commercial bids must be sealed and signed by authorized signatory.
- iv. All the rates must be quoted in INR.
- v. All the quoted costs must exclude all applicable taxes and other levies.
- vi. All applicable taxes, octroi and other charges levied by Government will be paid on actual.
- vii. Service provider is to quote as per format given in following sections A, B,C of thisAnnexure - VI. Price thus quoted in this annexure will be taken for final commercial evaluation.
However, it may be noted that the High Court reserves the right to place the order with the selected bidder as per its requirement ie., number of locations under each category for different bandwidth will vary.
- viii. In case of annexing new locations the rate quoted under respective category for specified bandwidth will be taken for placing order during the period of next 2 years.

The prices quoted per location must hold true (i.e. it should remain unchanged) for doubling the bandwidth during the first year.

Section D: Summary of Commercial Bids

Sr. No.	Description	One Time Charges (Rs.)	Annual Recurring Charges (Rs.)		
			Year >>	Year One	Year Two
1.	National Data Centre, New Delhi				
2.	State Data Centres (SDC) at State Capitals				
3.	Court Complex Type-1				
4.	Court Complex Type-2				
5.	Court Complex Type-3				
6.	Court Complex Type-4				
7.	Court Complex Type-5				
	Total				
	Total	(in figures)	(in figures)	(in figures)	(in figures)

Annexure-VI: Eligibility Criteria -Fact Sheet

S. No.	Short Description of the term	Complied (Y/N)	Detail Explanation about the deviation if not complied	Documents to be submitted (Doc)/ Declaration (Dec)
1.	Has a turnover of Rs. 10 crore per year in the last three financial years i.e. 2014-15, 2015-16, 2016-17.			DOC
2.	Made profits in at least 2 out of the last three financial years i.e 2014-15, 2015-16, 2016-17, and has made profit in the last financial year 2013-14.			DOC
3.	Either a Layer 3 MPLS VPN Service Provider under the License of Government of India or a National Long Distance (NLD) having own MPLS VPN network since past 3 years			DOC
4.	Owning nation-wide high redundancy MPLS based network backbone or MPLS based backbone provided by multiple service providers (at least from two service providers) in redundant architecture covering Bank's locations			Dec
5.	Have own Network Operating Center (NOC) operating since past three			Dec

	years. Network monitored and maintained by certified CCIEs, CCNPs and CCNAs			
6.	he proposed network supports voice, video and data for delivery of video conferencing, IT solutions, VoIP etc.			Dec
7.	Whether executed orders for commissioning of MPLS network for three organizations connecting a minimum of 50 locations(covering at least 15 States) during the last three year			Dec
8.	Whether blacklisted by any government organization / PSU banks.			Dec
9.	Whether you have professional service support certification from the back bone equipment and service provider			Dec
10.	Has ISO 27001:2005 certification			Doc
11.	Does the proposed MPLS-VPN Network supports End-to-End QoS.			Dec
12.	Whether the POP fulfills all the conditions mentioned in the Architecture Section			Dec
13.	Whether the complete MPLS Circuit have POPs with carrier grade equipments			Dec
14.	Whether the MPLS Cloud supports IPv6			Dec
15.	Whether QOS, CoS parameters as mentioned in the RFP will be provided/supported			Dec
16.	Whether all the features indicated under NMS and Reporting are supported		List the exceptions of features that are NOT supported	Dec
17.	Whether you will be able to enhance the bandwidth from 2 Mbps to 4 Mbps in allocations other than DC, DR in the next two years, if the High Court desires so.			Dec

Place:

Date:

Name and Signature with Seal

Note:

1. Bidder [Service Provider] response should be complete, only Yes/No answer is not acceptable.
2. Documentary proof, sealed and signed by authorized signatory, wherever asked for must be submitted.
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. The High Court will not make any separate request for submission of such information.
4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure-VII: Technical Evaluation Criteria -Fact Sheet

Technical Evaluation Criteria

SI No	Details/ Parameter	Indicate the Details	Documents to be submitted(Doc) / Declaration (Dec)
1.	Number of Clients in Govt. Sector /PSU/Banks/Fls/LC (where managed MPLS connectivity has been provided)	In Numbers	Dec
2.	Number of Satisfactory Services Certificate from Clients (Should be current and valid)	In Numbers	Doc
3.	Number of MPLS VPN POPs (own infrastructure) all over India, where the High Court has its Office	In Numbers	Dec
4.	Number of the High Court's locations where wired connectivity till last mile by you	In Numbers and Attach the list	Doc
5.	Number the Certification standards obtained for the following I. ISO 9001 :2001 ii. TL9000-V III. ISO 27001 :2005 IV. ISO 14001 v. BS7799 ISMS	In Numbers	Doc
6.	Number of Support/Partnership levels with the OEMs whose products are included in the proposal	In Numbers	Dec
7.	Support/ Partnership levels with Router OEM (Mention OEMs name) i. Highest level ii. Middle level III. Lower level (Since the existing MPLS network is built using the 0 routers which needs to be integrated and managed for aggregation/load balancing etc)	Indicate the level	Dec
8.	Site Category-Wise Minimum Average Guarantee for Service (Uptime) Availability	Uptime % for category A and B locations *	Dec
9.	Site Category-Wise Minimum Average Guaranteed Performance Levels on Packet Loss, Latency, Jitter *	* As per the format given in Performance Matrix below	Dec
10.	Proposed Solution Architecture and Backbone / NOC Infrastructure in documented format	-----	Doc

*** Performance Matrix for Availability, Service Quality**

Category	Average Availability	Average Network Round Trip Delay (Latency)	Average Network Packet Loss	Average for Network Jitter
Sites(Cat-A)	99.5%	40 ms	<=0.2%	4 ms
Sites(Cat-B)	99.5%	70 ms	<=1%	8 ms

The average guaranteed performance standards in terms of Availability, Latency, Packet Loss, Jitter that can be provided by the bidder in the Category A, B type of locations should be given in the format given above.

Note:

The High Court will decide on the exact performance standards for SLA on the basis of the metrics given by the successful vendor and also on the basis of thresholds necessary for the services delivered over MPLS.

Annexure -VIII: Technical Solution & Architecture (Instructions)

Bidder must provide their technical solution along with the architecture as per the following structure. Any extra information may be provided as separate section at the end of Technical Bid document.

- 1. Executive Summary**
- 2. Backbone and NOC Infrastructure**

Details about the MPLSVPN backbone infrastructure, covering:

 - 2.1. Technical design and architecture
 - 2.2. Backbone own or shared, Details of Wired, Wireless Connectivity
 - 2.3. Backbone link capacity and redundancy
 - 2.4. Switching mechanism followed in the event of failure of link.
 - 2.5. Security features in backbone
 - 2.6. Certifications for backbone, if any [copy of same to be enclosed]
 - 2.7. Details of NoC, Primary and backup [location, address etc.]
 - 2.8. Details of Infrastructure, Manpower at NoC
 - 2.9. Details of any accreditations / certifications for NOC, Security etc., if any. [copy of same to be enclosed]
- 3. Proposed Solution Architecture including Last Mile Connectivity**
 - 3.1. Overall Solution Architecture.
 - 3.2. Schematic representation of the solution architecture
 - 3.3. Any assumptions made while designing the solution, service provider to give details of the same.
 - 3.4. Type of last mile [Fiber, Copper, Wireless etc.] for each location.
 - 3.5. In case of locations where wireless is proposed, details of height of pole, wireless equipment etc.
 - 3.6. Details of PoP [manned/unmanned, location address, contact detailsetc.] from which last mile is extended to each location. PoP level redundancy how it is taken care.
 - 3.7. Is last mile connected directly to the PoP or through intermediate points like base station in wireless connectivity, etc Location wise details to be provided. In case multiple intermediate points are there between the location and PoP how the intermediate points are inter connected [wired or wireless]
 - 3.8. Maximum capacity of last mile proposed
 - 3.9. Details of service providers with whom you have tie-up for last mile. [proof of same to be attached]
 - 3.10. Provide sample reports from 2/3 live customer sites for 3 /4 types of locations [metro, semi-urban, rural and remote] for each type of link used [wired or wireless] showing link utilization, downtime etc., for the last 2/3 months.
- 4. Network Hardware**
 - 4.1. Details of network hardware proposed at each location. Should include make, model, hardware configuration, software, interfaces, maximum bandwidth supported, support to various routing protocols, IPSec,etc.
 - 4.2. Nature of tie-up with OEM of the hardware [copy of the same to be enclosed]
 - 4.3. No. of years' experience in providing router management services. [proof of same to be attached]
 - 4.4. Details of at least 3 customers to whom the same hardware supplied. To include name, address, contact details and no of locations.
- 5. Project Management**
 - 5.1. Project Management Methodology
 - 5.2. Proposed Project Organization
 - 5.3. Project Risk Management Plan
 - 5.4. Detailed Project Plan
- 6. Monitoring, Reporting and Support**
 - 6.1. Details/Mechanism of the pro-active monitoring needs to be provided.
 - 6.2. Details of on-line portal proposed to the High Court for monitoring uptime/downtime, SLA parameters. Screen shots of various reports which can be obtained from the portal to be submitted.

- 6.3. Escalation Matrix [for time bound implementation and regular support and maintenance]
- 6.4. Call logging mechanism [for emergencies]. The entire process from call logging to call resolution to be mentioned in detail.
- 6.5. Presence of service provider at all locations/offices. Details of service provider at each location [address, contact details etc.] to be provided.

Annexure-IX: Statement of Deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment! suggestion/ deviation that you propose as shown below.

The High Court may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by the High Court

Implementation of Complete Managed IP MPLS VPN -List of Deviations		
Clarification point as stated in the tender document	Page number / Sec. Sub Sec. No./ Para	Comment/ Suggestion/ Deviation
1.		
2.		

Annexure -X: General Terms and Conditions for Service Level Agreement (SLA)

A. Uptime & Penalty for Availability

- i. MPLS vendor should ensure 99.5% uptime on 24x7x365 basis at all locations. Uptime will be calculated on monthly basis for each location and payment will be made post-usage in each quarter.

The percentage uptime shall be calculated on monthly basis as follows:

- i. $\text{Availability (in\%)} = \frac{(A-B) \times 100}{A}$
- ii. A = Total No of Network Uptime hours/month
- iii. B = Total Outage hours/month

In case uptime falls below the guaranteed (99.5%) level, the High Court will impose a penalty as per the chart given below:

Level	Uptimes	Penalty in % of Total Monthly Payment
A	>= 99.5	0
B	98.5 – 99.5	5
C	97.5 – 95.5	10
D	95.5 – 80	15
E	< 80	20

- ii. If the uptime for two consecutive months in a quarter falls less than 99.5% for any location, then an additional 1% penalty over and above the total penalty amount payable for the quarter will be deducted.
- iii. If the uptime is found to be less than 80% for two consecutive quarters, then the vendor must re-assess and provide an alternate connectivity through wired/wireless mode at no additional cost until the issue is resolved. The same SLA would be applicable to this alternate connectivity.
- iv. In case of link failure due to WAN Network hardware (maintained by the MPLS vendor) failure, penalty as specified in the RFP will be applicable.
- v. Downtime details: Downtime/outage is the period of unavailable time, which begins when one of the following situations arises.
 - a) The link is down at the physical layer itself. The Service Provider shall be able to monitor the physical layer of the link proactively from the NOC through its Network Management System (NMS). The downtime will start from the moment event is recorded by the NOC or after the High Court logs a complaint at provider's help-desk, whichever is earlier. The downtime will be measured from the NMS reports.
 - b) Down time due to the following situations will not be considered for the purpose of penalty calculation for leased line downtime:
 - i. Link down due to power failure and CPE(Customer Premises Equipment) switch-off at the respective locations.
 - ii. Scheduled maintenance by the MPLS vendor, with prior intimation.

B. Performance Matrix for Other Parameters

Category	Maximum Permitted Network Round Trip Delay (Latency)	Maximum Permitted Network Packet Loss	Maximum Permitted Network Jitter
Cat A	50 ms	<= 0.5 %	25 ms
Cat B	80 ms	<= 1%	35 ms

The service provider has to maintain the quality levels on all the parameters mentioned above or as per the average guaranteed performance level mentioned against these parameters in the

RFP(Annexure VIII) whichever is higher. If the service provider can provide higher quality levels, then these parameters will be revised accordingly in the SLA.

If the quality levels of these parameters falls below the threshold levels on more than 30 occurrences (will be checked between 10:00 AM and 6:00 PM) during the quarter, then a penalty of 7% will be deducted from the quarterly payment due.

C. Service Credits for Uptime

If the uptime is maintained above 99.5 for at least two consecutive months within a quarter, then a single service credit will be given to the vendor by which the vendor can avail 50% waiver on the penalty payable in the month when the uptime was less than 99.5%.

D. Non Availability of On-site Resource:

If support personnel and backup support personnel not available on site more than three days Rs.1000 per day will be levied on overall quarterly payment.

The table below specifies the end-to-end link uptime matrix along with Mean Time yo Resolve (MTTR) for all service related MPLS except physical/media disconnections.

Sr. No.	Description	Category	Location	MTTR (HH:MM)
1.	National Data Centre, New Delhi			
2.	State Data Centers (SDC) at State Capitals			
3.	Court Complex Type-1			
4.	Court Complex Type-2			
5.	Court Complex Type-3			
6.	Court Complex Type-4			
7.	Court Complex Type-5			
	Total			(In Figures)

Time lapsed on account of any scheduled preventive maintenance, non-availability of power (for CPE devices), manual shutdown of CPE devices are not considered while calculating the ITR.

All support events needs to be monitored and managed by the vendor and any issues which stands unresolved for more than these defined limits would be penalized by Rs.500 for every hour beyond the set limits.

E. MPLS Connectivity -Other Quality of Service

- (a) Seven days a week (Monday to Sunday) through the year.
- (b) Networking Availability Requirements: 24 hours for all locations.
- (c) Helpdesk with toll free number: 24 hours
- (d) Proactive monitoring of the network for reduced downtime should be available 24x7.
- (e) Link utilization, error monitoring and reporting should be available 24x7.
- (f) WAN performance report per site basis on monthly basis should be submitted to the High Court.
- (g) Implementation and regular of review QoS should be taken up in consultation with the High Court.

- (h) Real time and historical web based reports and web based monitoring through a separate portal should be provided to access following reports.
 - i. Interface Availability
 - ii. Interface Traffic statistics
 - iii. Interface Response time monitoring
 - iv. Interface errors
 - v. NMS-MIS Reports
- (i) A provision to monitor the link/services by third-party should be made available in the future, if the High Court desires so.
- (j) The service provider must provide all the necessary reports in suitable formats for assessing the performance.
- (k) The service provider must also monitor and report any issues relating to the existing MPLS network setup to the High Court.

Annexure -XI: Bank Guarantee in Lieu of Earnest Money Deposit for Tenderer/Bidder

To:

WHEREAS company/firm within the meaning of the Companies Act, 1956 having its registered office at (hereinafter called "the vendor/bidder") have in response to your Tender Notice/offer against specification number for offered to supply and/or execute the work as contained in Tenderer's letter No dated .

AND WHEREAS the Tenderer/Bidder is required to furnish to you a Bank Guarantee for the sum of Rs. _____ as Earnest Money against the Tenderer's offer as aforesaid:

AND WHEREAS We(name of Bank) have, at the request of the Tenderer/bidder, agreed to give you this guarantee as hereinafter contained:

NOW THEREFORE in consideration of the premises We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the Tenderer may subsequently agree and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid, WE hereby guarantee to you the payment of the sum of Rs on demand, notwithstanding the existence of any dispute between you or your authorized representative and the Tenderer in this regard AND WE hereby further agrees as follows:

- (a) That you may without affecting this guarantee grant time or their indulgence to or negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- (c) That any account settled between you and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be of the tender, whichever of these is earlier.
- (e) That the expressions "the tenderer" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully

Dated this day of 2016 at
For and on behalf of Bank

Annexure-XII: Performance Bank Guarantee

To
.....
.....
.....

In consideration of The High Court of Himachal Pradesh, hereinafter referred to as "Purchaser") having agreed to implement _____ at all locations of eCourts project of High Court (hereinafter referred to as "Services") from (hereinafter referred to as "Contractor") on the terms and conditions contained in the RFQ (Ref. NO. Dated)and their agreement (hereinafter referred to as the "Contract") and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the MPLS-VPN Network Connectivity in Managed Services Model (hereinafter referred to as "Proposed Services") as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We,..... (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ____20 14 money or monies not exceeding a total sum of RsI-(Rupees ____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide Proposed Services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) This Guarantee shall expire on ____ without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e..... 20 1 (this date should be the date 03 months after end of one year period starting from ____ 201 .
- 4) TheBank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contract or from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the

law relating to sureties would, but for this provision have the effect of so relieving the Bank.

- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or ins substitution of any other guarantee or guarantees hereto fore issued by the Bank(whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed Rs. __j-(Rupees __ only);
 - ii) This Bank Guarantee shall be valid up to __ 201 ;
 - iii) Unless actions to enforce the claims is filed on or before __ 201 (03 months after contract period) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.
 - iv) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before __201 .
- 11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this day of 201 at
For and on behalf of Bank.
Sd/-

Annexure -XIII: Letter of Indemnity and Undertaking
(to be submitted by the successful bidder)

To

Dear Sir

Supply. Installation & Commissioning of MPLS Network at various locations of the eCourts project of the High Court.

WHEREAS the Department of Justice (hereinafter referred to as 'the High Court ') has expressed desire to avail an MPLS Network Connectivity at various locations of the eCourts project as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as MPLS Service, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTEROR INDEMNITY WITNESSETH THAT:

We, the Limited hereby declare and certify that we are the rightful owners/licensees of the said solution offered for sale to the High Court and that the sale of the said solution to the High Court by us and the use thereof by the High Court does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said Limited hereby agree to indemnify and keep indemnified and harmless the High Court, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to the High Court and will defend the same at our cost and consequences and will payor reimburse the High Court, its officers, servants, agents and other authorised persons from all costs another expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless the High Court, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

SCHEDULE

(Please list all the hardware/software supplied to the High Court for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official