

PUNJAB & HARYANA HIGH COURT CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY AND COMMISSIONING OF
BIOMETRIC ATTENDANCE SYSTEM WITH PERIPHERALS INCLUDING
SOFTWARE, IF ANY, IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.**

Tender No: **PHHC/01/2013**

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

TABLE OF CONTENTS

| S.NO. | DESCRIPTION | PAGE NO. |
|------------------------------|--|-----------------|
| | TENDER NOTICE | 3 |
| PART - 1 | TENDER DETAIL | |
| I | INVITATION FOR BIDS | 5-6 |
| II | INSTRUCTIONS TO TENDERERS | 7-10 |
| III | PREQUALIFICATION CONDITIONS | 11 |
| IV | TERMS AND CONDITIONS OF THE CONTRACT | 12-20 |
| V | SCOPE OF CONTRACT | 21 |
| IX | TECHNICAL SPECIFICATIONS AND | 22-23 |
| | A. TENDER INFORMATION | 24 |
| PART-2 TECHNICAL BIDS | | |
| 1 | DECLARATION | 26 |
| 2 | FORWARDING LETTER | 27-28 |
| 3 | GENERAL INFORMATION | 29-30 |
| 4 | CHECK LIST OF FULFILLMENT OF PRE CONDITIONS | 31 |
| 5 | SPECIAL INFORMATION | 32 |
| 6 | STATEMENT OF PAST PERFORMANCE | 33 |
| 7 | EMD PAYMENT PARTICULARS | 34 |
| PART-3 COMMERCIAL BID | | |
| 1 | DECLARATION OF COMMERCIAL BID | 36 |
| 2 | PRICE TENDER FORM "A" | 37 |
| 3. | PRICE TENDER FORM "B" | 38 |
| 4. | DISCLAIMER | 39 |

**PUNJAB & HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH – 160 001.
Website : highcourtchd.gov.in**

NOTICE INVITING TENDERS

This High Court intends to purchase and install Biometrics Attendance System for marking the attendance of the officers/officials of this Court, initially the system will be introduced in 5-10 branches/sections of the establishment of this Court and after successful implementation the same will be replicated in the remaining branches/sections located at various places in the city.

This High Court invites bids from reputed vendors dealing in supply and commissioning of biometrics attendance system, having experience of installation of biometrics attendance system at least in three big institutions for marking the attendance of at least 1500 employees. The bidders registered with DGS&D or any other Government Agency will be preferred. Prospective tenderers should check for themselves whether they fulfill the basic criteria as stated hereinafter and in the Tender documents. Authorized dealers should submit the authorization certificate & agency, agents from the OEM.

The tender documents can be downloaded from the official website of this High Court i.e. <http://highcourtchd.gov.in>, free of cost. Last date of submission of complete tender documents is 01.08.2013 till 3.00 P.M. Tenders received after the closing time shall not be opened and will be rejected summarily.

The Registrar (Computerization), Punjab & Haryana High Court reserves the right to amend or cancel the tender without assigning any reason.

**Registrar (Computerization),
Punjab & Haryana High Court
Chandigarh.**

Place: Chandigarh
Date : 05.07.2013

PUNJAB & HARYANA HIGH COURT CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY AND COMMISSIONING
OF BIOMETRIC ATTENDANCE SYSTEM WITH PERIPHERALS
INCLUDING SOFTWARE, IF ANY, IN THE PUNJAB AND HARYANA HIGH
COURT AT CHANDIGARH.**

PART - 1

TENDER DETAILS

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

SECTION - I

INVITATION OF BIDS

1. Punjab and Haryana High Court intends to purchase and implement Biometrics Attendance System for marking the attendance of the officers/officials of this High Court, initially the system will be introduced in 5-10 branches/sections of the establishment of this Court and after successful implementation the same will be replicated in the remaining branches/sections.
2. Tenderers are advised to study the Tender Document carefully. Submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the Tender Document should be submitted to The Registrar (Computerization), Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh not later than 3.00 PM on 01.08.2013.
4. Bids must be accompanied by an Earnest Money deposit of Rs.10,000/- (Rupees Ten Thousand only) in the form of Bank Draft with validity of six months drawn in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.
5. The Technical bids will be opened immediately after the closing time of the receipt of bids at 3.15 PM on 01.08.2013 in the office of the Registrar (Computerization) of Punjab & Haryana High Court, Chandigarh, in the presence of the tenderers or their authorized representatives who choose to be present at that time.
6. Commercial bids of only those tenderers, who fulfill all pre-qualification criteria, shall be opened after the evaluation of the technical bid, on a date and time to be notified either at the time of opening of the technical bids, or subsequently. Tenderers who fulfill all pre-qualification criteria or their authorized representatives may remain present at the time of opening of the Commercial Bids.
7. The rates quoted by the successful bidder shall remain valid for one year from the date of acceptance of offer to meet additional requirements. The rates quoted

should be F.O.R. Punjab & Haryana High Court, Chandigarh inclusive of all taxes, installation charges etc. & should be firm & final.

8. Supply of the Biometrics Attendance System is to be accomplished within four (04) weeks from the date of order.
9. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh shall not be responsible for any postal delay or non receipt / non delivery of the documents.

SECTION - II

INSTRUCTIONS TO TENDERERS

A. INSTRUCTIONS:

1. Procedure for Submission of Bids:

1.1 A tender should be complete in all respects including the Earnest Money deposit.

1.2 Tenders shall be submitted in the following two separate sealed covers.

A] Pre-qualification documents (2 copies) in one sealed cover marked
“TECHNICAL BID”

B] Commercial bid (2 Copies) in one sealed cover marked
“COMMERCIAL BID”

Both the sealed covers should then be put in another sealed cover marked
“BIDS FOR SUPPLY AND COMMISSIONING OF BIOMETRICS ATTENDANCE SYSTEM FOR PUNJAB & HARYANA HIGH COURT, CHANDIGARH”. This cover should also indicate clearly the name and address of the tenderer.

1.3 Technical bids only will first be opened on the prescribed date and time.

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

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

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

2. **Cost of Tender Document:** The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation/demonstration for the purposes of clarification of the bid, if so desired by the High Court and High Court will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3. The Tenderer is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to

the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.

4. **Clarification regarding Tender Document**

Vendors are free to ask any query in this regard by e-mail on cpc-phc@indianjudiciary.gov.in latest by 15.07.2013. Vendors can attend Pre-bid Conference on 18.07.2013 at 11.00 AM in the office of Registrar (Computerization), Room No. B-18, Near Mediation Centre, High Court Premises, Sector – 1, Chandigarh in order to address any question in this regard. No query will be entertained after the conference.

5. **Amendment of Tender Document:**

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

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

5.3 In order to afford prospective Tenderers reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the High Court may, at its discretion, extend the last date for the receipt of bids.

B. Preparation of Bids

6. **Language of Bids**

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

7. **Documents comprising the Bids:**

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

A] *Pre-qualifying Document shall consist of following:*

- i) Bid Proposal sheet duly filled in, signed and complete in all respect (proforma – I)

- ii) Qualifying data duly filled in as per relevant proforma provided in the bid proposal that the tenderer is eligible to bid and is qualified to perform the contract, if its bid is accepted (Proforma-II)
 - iii) Valid income tax clearance certificate in original (Attested copies of sales tax registration and sales tax return filed in the last financial year).
- c) Proof of fulfilling all the pre-qualification conditions, as given in the Proforma – III of the Tender Document.
- v) Address, Contact Person, Phone, Tele Fax / Email details with residential contact information during holidays.
 - vi) Attached copies showing that the bidders has capability for annual maintenance or has tie-up with the authorized maintenance Agency / Service Center for the maintenance of the Biometrics Attendance System during the Warranty period.
- c) Full Earnest Money of Rs.10,000/- in the form of Bank Draft with validity of six months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.
- vii) viii) List of letters of satisfactory performance from the Clients where such services have already been provided.
 - ix) Statement of past performance as per proforma-V
 - x) For authorized dealer authorization letter from agency agreement with the manufacturer.
 - xi) Registration Certificate of DGS&D or any other Government Agency.

B] Commercial Bid consisting of the following:

- i) Rates duly filled, signed and complete in the proforma for Commercial Bids.
- ii) The Tenderer shall indicate the rates firm and final for indicated Tasks / scope of work inclusive of all taxes & cess & F.O.R. Chandigarh, the Terms of reference of which are given in the technical specifications.

8. AUTHORIZATION OF THE TENDER

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

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

SECTION – III

PRE QUALIFICATION CONDITIONS

1. The Tenderer should be a reputed Manufacturer / Authorized Dealer Firm/Organization or Company providing Biometric Attendance System in India at least for last three years.
2. The Tenderer must have successfully executed an order of similar magnitude.
3. The Tenderer should have service station in the (either their own or through franchisees) Chandigarh before the last date of submission of bids.
4. The Tenderer should have adequate financial resources to undertake the contract, and should submit proof of the same in the form of a letter of its banker.
5. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to carry out capability assessment of the tenderers, and the decision of The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh shall be final in this regard.
6. The Tenderer should submit an undertaking that the bidder is complying with all the conditions of the contract and Technical specification of the bidding document as no deviation will be acceptable to the purchases.
7. Tenderer registered either with DGS&D or with any other Government Agency may be preferred.

SECTION – IV

TERMS AND CONDITIONS OF THE CONTRACT

1. The bidder may submit his bid against this tender enquiry only if he is a reputed manufacturer/authorized dealer of a Biometric Attendance System manufacturer.
2. The bid submitted by the vendors should be valid for a minimum period of 90 days from the last date of submission of bids extendable for another period of 90 days at the sole discretion of the High Court. The price should be valid for One Year from the date of issue of the purchase order or execution of purchase agreement to meet out additional requirements.
3. All Hardware, software and other peripherals will be original and branded shall be the latest version along with original manuals.
4. Maintenance of Hardware and Software and related Peripherals will be the responsibility of the Tenderer.
 - 4.1 During the warranty period the vendor will provide technical support from 9.00 AM to 6.00 PM to handle day to day problems without any delay.
 - 4.2 If it is likely to take more than 2 hours for resolving any complaint, in that eventuality, hand held / standby system has to be provided by the Vendor.
5. If any manufacturing or other technical defects are found within the contract/Guarantee/Warranty period from the date of the acceptance of the system the same will have to be replaced or rectified free of cost of the contractor.
6. The Tenderer shall indemnify High Court for damages for any legal or physical injury arising on account of use of Software/Hardware/Equipment including any other miss happening due to use of this system.
7. The rates should valid for a period of one year validity to meet out additional requirements in the due course.

8. The tender document is available on the Website <http://highcourthd.gov.in> to enable the bidders to use this document for submitting their bids in against the tender notice.
9. Bids with incomplete information or not in accordance with instructions or without full EMD are liable to be rejected.
10. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, will have the right to get the centers of the Tenderers already in operation inspected for verification purpose.
11. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to negotiate for further reduction of rates.
12. The implementation schedule specified in the Contract shall be strictly adhered to.
13. **STANDARDS:** The services provided under this contract shall conform to the standard mentioned in the Technical Specifications, and when no applicable standards are mentioned, to the authoritative standards. Such standard shall be the latest issued by the concerned institution governing that standard.
14. **TIME LIMIT FOR COMPLETION OF TASK:** Completion schedule of different tasks under the contract shall be decided in consultation with the qualified Tenderer at the time of award of contract. The Tenderer shall adhere to the completion schedule of tasks so decided. All tasks shall be completed within six weeks from the date of order.
15. **STANDARD OF PERFORMANCE:** The qualified Tenderer shall carry out the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. He shall also employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

If the installation and commissioning of the systems is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 1% per week of the total contract value will be levied on the Contractor(s) for a maximum period of 4 weeks. If the installation and

commissioning is not completed even within this 4 weeks period also, the contract can be terminated at the risk and cost of the Contractor (s). The Contractor(s) shall be liable to pay damages/ penalties/ compensation to the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh as deemed fit and charged by the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.

15.1 If the System are down during the contract period, they are to be restored to working condition within two hours. If it is not restored within two hours it will be considered as a down time of two hours. The cumulative down time cannot be more than 24 machines/peripherals hours in one month. In the event of cumulative down time exceeding 24 machine/peripheral hours in a one month period, a penalty of Rs. 100/- per machine will be levied for those items which are down beyond the 24 machine/ peripheral hours limit for the number of hours exceeding the admissible limit. If it continues due to non-performance of systems for a period exceeding one week, the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh shall have the right to make alternative arrangements at the risk and cost of the Contractor(s).

16. **EARNEST MONEY & SECURITY:** The tenderer must deposit Rs.10,000/- (Rupees ten thousand only) as Earnest Money along with tender document in the form of Bank Draft with validity of three months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh. The successful Tenderer will be required to make a security deposit in the form of Bank Guarantee of 10% of the total value of the tender for one month more than warranty period from any Scheduled Bank in the name of the Registrar General, Punjab & Haryana High Court, Chandigarh.

17. **TERMINATION FOR DEFAULT:** The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the tender, terminate the contract in whole or in part if the qualified Tenderer fails to deliver any or all of the obligations within the time periods(s) specified in the contract, or any extension thereof granted by the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.

18. **TERMINATION FOR INSOLVENCY:** The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may at any time terminate the

contract by giving written notice to the Tenderer without compensation to the Tenderer/vendor, if the qualified Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the High Court.

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

19.1 Independent Status of Vendor

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

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

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

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

19.2 Liquidated Damages

Liquidated Damages – This section establishes the amount of damages upon the breach of certain contractual requirements. If the timeline for the performance of any contractual requirement is critical to Purchaser, then

this section may be used. The amount is determined through a good faith effort to estimate damages should a breach occur, when the actual damages amount is not reasonably ascertainable.

c. Liquidated Damages – General

Any delay by Vendor in meeting the set forth in this Contract will interfere with the proper implementation of Purchaser's programs and will result in loss and damage to Purchaser.

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

b. Liquidated Damages

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

20. **NO CLAIM CERTIFICATE:** The qualified tender shall not, be entitled to make any claim, whatsoever, against the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh entertain or consider any such claim after tender shall have signed a "no claim" certificate in favour of the High Court in such forms as shall be required by the High Court after the works are finally accepted.

21. **SUSPENSION:** The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may by a written notice of suspension, suspend all payments to the tenderer under the contract, if the tenderer failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension –

- a. Shall specify the nature of the failure, and
- b. Shall request the tenderer to remedy such failure within a specified period from the date of receipt of such notice of suspension by the qualified tenderer.

22. **PROJECT MANAGER:** The tenderer shall ensure that all times during the currency of the qualified tender a Project Manager, acceptable to the High Court, shall take charge of the performance of the contract.
23. **CONFIDENTIALITY:** The tenderer and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the High Court's business or operations with out the prior written consent of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.
24. **FORCE MAJEURE:** Notwithstanding the provisions of the tender, the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh or the tenderer shall not be liable for delay or failure in performance under the contract if such delay or failure is the result of an event of Force Majeure.
- a. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh or the tenderer and not involving the tenderer's fault or negligence and not foreseeable.
- b. If a Force Majeure situation arises, the qualified tenderer shall promptly notify the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh in writing of such conditions and the cause thereof, Unless otherwise directed by the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh in writing, the tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may terminate this contract, by giving a written notice of minimum 30 days to the tenderer, if as a result of Force Majeure, the tenderer being unable to perform a material portion of the services for a period of more than 60 days.
25. **GOVERNING LANGUAGE:** The contract shall be written in English. English version of the contract shall govern its interpretation.

26. **OTHER CONDITIONS:** Successful vendor will pay sales and all other applicable taxes/levies, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Chandigarh Sales Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Vendor shall complete registration with the UT Chandigarh's Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

All payments accrued on account of sales or income tax, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.

Invoice and Payment

The terms of payment under the contract awarded will be as follows:

No advance payment shall be made for goods supplied and Services furnished by Vendor pursuant to this Contract.

All the Prices, terms, warranties, and benefits provided in this Contract should be comparable to or better than the terms presently being offered by Vendor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract Vendor shall enter into contracts with any other governmental entity providing greater benefits or more favourable terms than those provided by this Contract, Vendor shall be obligated to provide the same to the Punjab & Haryana High Court, Chandigarh for subsequent purchases.

Payment to the Contractor shall be made in the following manner:

- **70% amount of the Invoice shall be released on delivery of the entire hardware and software items, as per order, in this High Court.**
- **20% of the remaining payment shall be released only after successful installation of equipments; receipt of certificate of installation from the concerned official of the High Court, the payment will be made to the contractor.**

- **Balance 10% payment shall be released on the submission of security deposit (Bank Guarantee) of equivalent amount for one month more than warranty period from any Scheduled Bank in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh.**

In case there will be any amendment to this payment schedule at the time of negotiation and award of contract, additions/amendments to the performance bank guarantee clause will be effected and complied with by the contractor.

All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates. The decision of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh in this regard will be final and binding and no disputes in this regard will be entertained.

Overpayments to Vendor

Vendor shall refund to the Registrar General, Punjab & Haryana High Court, Chandigarh the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Implementation Schedule

Installation, testing and commissioning of Systems and accessories shall be completed as per the schedule given below:

Commissioning of systems: Within six weeks from the date of order.

Shipping and Risk of Loss

- a. Vendor shall ship all equipments pursuant to this Contract, freight prepaid, FOR Punjab & Haryana High Court, Chandigarh. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Vendor agrees to bear all risks of loss, damage, or destruction of the Products that occurs prior to *installation of the equipments.*

- b. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitration of Registrar (General) of Punjab & Haryana High Court, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration & Conciliation Act 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- c. In all matters and disputes arising out of this tender process, the Courts in Chandigarh alone shall have jurisdiction to entertain and try them.

SECTION-V

SCOPE OF CONTRACT

The contract shall be for supply and commissioning of Biometrics Attendance Systems along with other peripherals including Hardware/Software for approximately 3000 officers/officials working on the establishment of this Court and its branches situated at various locations in the city. The vendor is required to carry out necessary study and to suggest the appropriate number of machines/systems along with software, if any required, keeping in view the number of employees and geographic locations of this Court. All possible assistance required for carrying out study will be provided by this Court on their request. The system should provide efficient attendance management system as per the requirement of this Court and options of customized changes in the above said solution according to needs and requirements. The Vendors are requested to propose leading biometric based attendance management solution.

The successful vendor is required to provide training on usage of the system to the officials of this Court.

The vendor will provide interface to connect data into open source databases like My.SQL.

Duration of Contract:

The work has to be completed within six weeks from the date of order, which includes first-time enrollment of fingerprints, capturing finger prints, creating master records etc.

Related information:

- a) Exemption of EMD and security deposit of small scale industries and others will not be considered.
- b) Plastic covers for covering each of the systems to be provided by bidder.
- c) All the Systems, Software and other equipment supplied to the Punjab & Haryana High Court shall handed over by the bidder to the Head of the Office in good working condition.

Section -VI

PROPOSED TECHNICAL SPECIFICATIONS OF THE BIOMETRICS

ATTENDANCE SYSTEM WITH ACCESSORIES INCLUDING SOFTWARE.

Biometric device with optical sensor should be resistant to scratches, impact, vibration and electrostatic shock and integrated with smartcard reader and should be temper proof.

Biometric device should have support in Hindi/English User Interface (on LCD), along with Light Indications so as to facilitate users.

Features

- Employee Attendance Management
- Database backup and Restore
- Separate Interface for Device Management
- Device should work in offline and online mode
- Wall mounting/handheld device
- Report of Absence
- Option to create rule for Attendance
- Automatic Calculation of Leaves, Absentees.
- Exceptions Entries etc.

| Technical Specifications | |
|---------------------------------|--|
| Hardware | |
| 1 | Finger print scanner based |
| 2 | LCD colour display |
| 3 | Finger verification mode: 1:1, 1:N |
| 4 | Connectivity: USB/LAN (LAN connectivity to connect to server software is a must) |
| 5 | Authentication: Fingerprint (must), Pin & RFID (as additional, preferable) |
| 6 | Verification speed: 1s or lesser |
| 7 | Fingerprint storage capacity: Min 2000 |
| 8 | In built Battery backup: Min 12 hours (onboard, not a UPS) |
| 9 | Data communication: USB, TCP/IP |

| | |
|-------------|---|
| 1 0 . | User Capacity – 3,000 identities approximately (2 fingers of each identity) |
| 1 1 . | Person Name and ID display |
| 1 2 . | Provision of transfer of Identity Master database |
| 1 3 . | Voice based confirmation/rejection feature |
| 1 4 . | High Resolution Optical Fingerprint Scanner minimum 500 DPI |
| 1 5 . | Transaction record: 50,000 impressions |
| 1 6 . | Integrated with Access Control for controlling the access doors |
| 1 7 . | Administrative access at the reader |
| 1 8 . | Embedded Biometric Reader software |
| 1 9 . | Flash memory upgradable |
| 2 0 . | Visual enrollment LED indicators |
| 2 1 . | Biometrics as well as RFID Authentication |
| 2 2 . | In-device authentication |
| 2 3 . | Lowest Fingerprint Data Storage |
| 2 4 . | Automatic Fingerprint Detection and Activation |
| 2 5 . | Online and Offline Transmission of data |
| 2 6 | Any Standard Certification |

| | |
|-----------------|--|
| 27 | Storage capacity to store attendance of atleast 500 persons for a minimum of 15 days |
| Software | |
| 1. | Software Customization if required should be possible. |
| 2. | Software: Central Server type Setup (windows/Linux), to be installed at a central location. |
| 3. | LAN connectivity support for at least 30+ machines on the network. |
| 4. | Remote Backup via network: (Attendance log and Finger prints) |
| 5. | Multiple user logins to server module(software) (e.g. Super Admin, Admin, sub-users etc), To manage different groups for leave management of different departments etc |
| 6. | Leave Management: To manage dynamic leave requirements of employees |
| 7. | Holiday Management: To manage annual leaves as per calendar |
| 8. | Department/Categorization of employees. |
| 9. | Search feature to find employees easily in database |
| 10 | Reports |
| | a. Daily report of late, absent, on-leave etc |
| | b. Weekly, monthly and yearly report generation. |
| | c. Email support to mail all reports as and when required to desired emails. |
| | d. SMS alert to employee for late arrival, leave or absent. |
| | e. Branch/Section-wise Attendance Report |
| | f. Employee-wise leave Report |
| | g. Biometric Device uptime/downtime status report |
| | h. Any other report(s) as and when required |
| 11 | Web based interface (preferable) |
| | a. For employees to view their records. |
| | b. For supervisors to generate reports at remote locations other than central server. |
| 12 | Data base migration feature: to MYSQL, ACCESS, etc |
| AMC | |
| 1 | On-site support for hardware and software, even after expiry of warranty. (Total 5 years support including warranty) |
| 2 | Training of staff to operate machines and Software. |
| 3 | Immediate backup/replacement of faulty machine. |

2. TENDER INFORMATION

1. Tender Notice No. : PHHC/01/2013
2. Issue of Tender Documents: 05.07.2013
3. Last date & time for submission of Tender: 01.08.2013 up to 3.00 P.M.
4. Date & Time for opening of tender for: 01.08.2013 at 3.15 P.M.
Technical Bid Envelope-A
5. Date & Time for opening of Tender for: Will be intimated separately to
Commercial Bid

Bidders who qualify in the technical bid. (Please see Tender document)
6. Venue for opening of Technical Bid: Office of the Registrar
Computerization, Punjab & Haryana
High Court, Sector – 1, Chandigarh.
7. Address for Correspondence: The Registrar Computerization
Punjab & Haryana High Court,
Sector – 1, Capitol Complex,
Chandigarh. – 160 001,
Ph.No./ Fax – 0172-6607261.
8. EMD Amount Payable Rs.10,000/- (Rupees Ten thousand only). Bank Draft should be enclosed with the technical bid drawn on any Scheduled Bank in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh, payable at Chandigarh with validity of three months.

PUNJAB & HARYANA HIGH COURT CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY AND COMMISSIONING OF
BIOMETRIC ATTENDANCE SYSTEM WITH PERIPHERALS INCLUDING
SOFTWARE, IF ANY, IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.**

PART - III

TECHNICAL BID

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

PRE-QUALIFYING DOCUMENT (ENVELOPE A)

**1. DECLARATION
(PROFORMA - I)**

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

SECTION – X

BID PROPOSAL PROFORMA

Tenderer's Proposal Reference No. & Date : -----
Tenderer's Name & Address : -----

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

Telephone No. _____ Fax. No. _____ E-mail _____

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

Subject: BID FOR SUPPLY AND COMMISSIONING OF BIOMETRIC ATTENDANCE SYSTEM WITH PERIPHERALS INCLUDING SOFTWARE IN THE PUNJAB & HARYANA HIGH COURT AT CHANDIGARH.

Dear Sir,

1.0 We, the undersigned Tenderers, having read and examined in details the specification and all bidding documents in respect of the subject cited above.

2.0 PRICE AND VALIDITY

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

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

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

3.0 EARNEST MONEY

We have enclosed the earnest money in the form of Bank Draft amounting to Rupees Ten thousand only as specified in the tender document.

4.0 BID PRICE

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

5.0 QUALIFYING DATA

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

6.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the

best of our knowledge and belief. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)
Name
Designation
Seal

Date
Place
Business Address

PRE-QUALIFICATION DOCUMENT (ENVELOPE A)

Proforma - II

General Information

PARTICULARS OF TENDERER

TENDERER'S PARTICULARS FOR TENDER NO.

1. Name of the Tenderer : -----
2. Address of the Tenderer : -----
3. Name of the manufacturer/ : -----
Authorized Dealer
4. Year of Establishment : -----
5. Address of the manufacturer/ : -----Authorized
Dealer
6. Office Address of Project Manager : -----
(With Telephone & Fax No.) : -----
7. Name of the affiliated firms (if any) : -----
8. Tenderers proposal number & date : -----
9. Name & address of the officer to : ----- whom all
references shall : -----
be made regarding this tender.
10. No. of years of operation in : -----
Manufacturer & supply in India
(proof should be furnished)
11. Annual turnover of the firm for : 20009-10: -----the last 3
successive years. 2010-11: -----
2011-12:-----
12. Indicate the financing plan for this contract: ----- (furnish
supporting documents).
13. Reserves and Surplus as per the latest: ----- Audited
financial statement (Rs)
14. Earnest Money Deposited (Bank Draft):-----
Telephone No. :-----
Fax No. :-----

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

Witness:

Signature
Name

Designation:

Address:

Company:

Date: _____

Company seal

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

Signature

: Name : _____

Designation: _____

Address: _____

Company: _____

Date: _____

CHECKLIST FOR FULFILLMENT OF PRECONDITIONS

| # | Precondition | Details | Documentar y Proof Attached (Y/N) | Specify Annexure Number for Document ary Proof |
|---|--|---------|--|---|
| 1 | The Bidder is engaged in Manufacturing / Supplying Biometrics Attendance System for the last 3 years. | | | |
| 2 | The Bidder should have a service center/Franchise in Chandigarh providing service in the UT. | | | |
| 3 | The Bidder should have executed projects for supplying and commissioning of Biometric Attendance System, involving supply of Hardware and related accessories with any other State Government(s)/UTs in India. | | | |

Signature of the bidder with seal

SPECIAL INFORMATION

- 1. Name of the organization:
- 2. Address:
- 3. Annual turnover for last 3 years:
(In Indian Rupees)

| Year | Annual Turnover Computer manufacturing / Supplying in India (Rs.) |
|------|---|
| | |
| | |
| | |

Note: Copy of audited financial statement of the bidder should be submitted as proof. Only turnover of bidding Bidder will be taken into account, and not of associated or sister companies.

- 4. (a) Details of Service centers/Service providers in Chandigarh:
(Documentary evidence to be enclosed)

| # | Service Centers/Service Providers | Address |
|---|-----------------------------------|---------|
| | | |

Signature of the bidder with seal

Proforma - V

Statement of Past Performance

(Indicate prior experience in involving supply and commissioning of Biometrics Attendance Systems with related accessories with State Governments/UTs organization in India)
(Order copy/agreement copy to be enclosed)

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

Signature of the bidder with seal

Proforma - VI

EMD PAYMENT PARTICULARS

i) Number of the Demand Drafts enclosed:

ii) Demand Draft Particulars:

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

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

Signature of the bidder with seal

PUNJAB & HARYANA HIGH COURT CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY AND COMMISSIONING OF
BIOMETRIC ATTENDANCE SYSTEM WITH PERIPHERALS INCLUDING
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CHANDIGARH.**

**PART - IV
COMMERCIAL BID**

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

DECLARATION OF COMMERCIAL BID

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

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

Signature of the bidder with seal

COMMERCIAL BID (Envelope B)

Price Tender Form

Proforma - VII - 'A'

Tender Notice No:

Tender Document No:

To

Sir,

I/We hereby tender for the supply and commissioning of Biometric Attendance System, provision of services during the warranty period, as per the specifications given in this tender document of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

Consolidated rate for the contract period.

| # | Item Description (With Make & Model of System) | Unit Price with five years on site comprehensive warranty (including all taxes) (in Rs.) |
|----|---|--|
| 1 | | |
| 2. | | |
| 2. | | |

Signature of the bidder with seal

COMMERCIAL BID (Envelope B)

Price Tender Form

Proforma - VII - 'B'

Price Schedule for Annual Maintenance and Repair Charges after warranty period.

| # | Item Description | Qty | Annual maintenance & repair cost for each unit for 6 th year after warranty period (in `) | Annual maintenance & repair cost for each unit for 7 th year after warranty period (in `) |
|---|------------------------------|-----|--|--|
| 1 | Biometrics Attendance System | | | |

Signature of the bidder with seal

DISCLAIMER

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

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

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

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