

PUNJAB & HARYANA HIGH COURT CHANDIGARH

NOTICE INVITING PROPOSALS FOR PROVIDING FACILITY MANAGEMENT
SERVICES IN IT RELATED AREAS IN PUNJAB & HARYANA HIGH COURT,
CHANDIGARH.

Tender No: PHHC/02/2016/FMS

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

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PUNJAB & HARYANA HIGH COURT

SECTOR – 1, CAPITOL COMPLEX,

CHANDIGARH – 160 001.

Website : highcourtchd.gov.in

NOTICE INVITING TENDERS

In order to provide efficient and timely ICT services to Hon'ble Judges and various judicial and administrative branches of this Court, intends to engage a Facility Management Operator (FMO) for HIGH COURT IT setup through bidding process. **The successful bidder will provide Quality and Timely services normally from 9:00 AM to 6:00 PM six days a week, however, the deployment of end user support staff will be from 8.00 AM to 8.00 PM and weekly/periodic deployment schedule will be decided by the High Court. In addition to this one FMS engineer will be deputed by FMO in data centre of this court during odd hours i.e. on night and on Court Holidays on alternate shift basis.** The FMO will provide technically skilled and competent personnel for facility Management of HIGH COURT IT set-up. In its endeavors PHHC is in search of quality services to be provided to this establishment. Thus, FMO should be capable of providing quality resources to meet the needs of PHHC.



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

Place: Chandigarh

Date :

PUNJAB & HARYANA HIGH COURT CHANDIGARH

NOTICE INVITING PROPOSALS FOR PROVIDING FACILITY MANAGEMENT
SERVICES IN IT RELATED AREAS IN PUNJAB & HARYANA HIGH COURT,
CHANDIGARH.

PART - 1

TENDER DETAILS

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

SECTION - I

INVITATION OF BIDS

1. Vendors are advised to study the Tender Document carefully. Submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
2. Sealed offers prepared in accordance with the Tender Document should be submitted to The Registrar (Computerization), Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh on or before **04.06.2016** by **03.00 PM**.
3. **Bids must be accompanied by an Earnest Money Deposit of Rs.60,000/- (Rupees Sixty Thousand only) in the form of Bank Draft with validity of three months drawn in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.**
4. The Technical bids will be opened immediately after the closing time of the receipt of bids at **3.30 PM on 04.06.2016** in the office of the Registrar (Computerization) Punjab & Haryana High Court, Chandigarh, in the presence of the vendors or their authorized representatives who choose to be present at that time.
5. Commercial bids of only those vendors, who fulfill all pre-qualification criteria, shall be opened after the evaluation of the technical bid, on such a date and time which will be notified either at the time of opening of the technical bids, or subsequently. Tenders or their authorized representatives who fulfill all pre-qualification criteria may remain present at the time of opening of the Commercial Bids.
6. The rates quoted by the successful bidder shall remain valid throughout the contract period initially for two years. The contract can further be extended by another one year with increase of 10%, after 2 years, to meet

the additional requirements. The rates quoted should be excluding of all taxes and Government levies, etc and payment be made on monthly basis.

7. The High Court of Punjab and Haryana, Chandigarh shall not be responsible for any postal delay or non receipt / non delivery of the documents.

SECTION - II

INSTRUCTIONS TO VENDORS

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 should be submitted in the following manner:-

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

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

Both the sealed covers should then be put in another sealed cover marked **“BIDS FOR PROVIDING FMS SERVICES IN IT RELATED AREAS OF PUNJAB & HARYANA HIGH COURT, CHANDIGARH”**. This cover should also indicate clearly the name and address of the vendor.

The bidder(s) will have the option either to provide all FMS as in one basket or to offer FMS in the following three parts:-

1. Data Administrator (one)
2. Network and System Administrator (i.e. one each Network Administrator & System Administrator)
3. FMS Engineer and Help Desk Engineer (Seven FMS Engineers and one Help Desk Engineer).

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

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

- 1.5 Rates should not be indicated in the Technical bids and should be quoted only in the Commercial Bid. Commercial Bid should only indicate rates as per 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 Vendor shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation/demonstration for the purposes of clarification of the bid, if so desired by the High Court. The High Court will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
3. The Vendor is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Vendor's risk and may result in the rejection of the bid.
4. **Clarification regarding Tender Document**
Vendors are free to ask any query in this regard by e-mail on phc@indianjudiciary.gov.in and supdt.computer-phc@indianjudiciary.gov.in latest by 20.05.2016 Vendors can attend Pre-bid Conference on 23.05.2016 at 11.00 AM in the office of Registrar (Computerization), Main High Court Building, Sector – 1, Chandigarh in order to address any question in this regard. No query will be entertained after the conference.
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 Vendor, modify the tender Document by displaying a corrigendum on the website of this Court.

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

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

B. PREPARATION OF BIDS

6. Language of Bids

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

7. Documents comprising the Bids:

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

- a) *Pre-qualifying Document shall consist of following:*
 - i) Bid Proposal sheet duly filled in, signed and complete in all respect (proforma – I)
 - ii) Qualifying data duly filled in as per relevant proforma, alongwith Checklist, provided in the bid proposal that the vendor is eligible to bid and is qualified to perform the contract, if its bid is accepted (Proforma-II)
 - iii) Valid income tax clearance certificate in original (Attested copies of sales tax registration and sales tax return filed in the last financial year).
 - iv) Address, Local Address, Contact Person, Phone, Tele Fax / Email details with residential contact information during holidays.
 - v) Proof of fulfilling all the pre-qualification conditions.
(Attach copies showing that the bidder has capability for qualifying pre-bid conditions.)

- b) Statement of past performance (Proforma III)
 - i) Letters of satisfactory performance from the Clients where such services have already been provided.
- c) Proforma IV - Full particulars of Earnest Money of Rs.60,000/- in the form of Bank Draft with validity of three months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.

B] Commercial Bid consisting of the following:

- i) Rates per annum duly filled, signed and complete in the proforma V and VI for Commercial Bids.
- ii) The Vendor shall indicate the rates firm and final for indicated Tasks / scope of work inclusive of all taxes & cess etc. in the Terms of references which are given in the scope of work.

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

- a) Vendor must be a registered company in India and should be in the business of providing FMS since last 3 years.
- b) Vendor should have provided satisfactory FMS services of similar expertise to minimum three government department/ organizations / institutions in last 2 years. Copy of orders and Certificate from the clients should be attached.
- c) Vendor should be providing FMS services of similar expertise to atleast two Government organizations currently. Copy of orders and Certificate from clients should be attached.
- d) Vendor should have minimum 25 technical resources of similar expertise on its roll. Details of resources with their expertise should be provided to the High Court. There should be minimum 3 persons meeting each FMS position requirements.
- e) Vendor should have turnover of minimum Rs.25 lakh per annum from FMS services alone during last three years.
- f) Vendor should have an office at Chandigarh.
- g) Vendor would be required to provide a panel of minimum 3 eligible and suitably qualified persons against each FMS position. High Court will select most suitable person from pool. However if no suitable person is selected, the process will be repeated.
- h) Vendor will ensure minimum 15 days' notice for replacement of any resource due to resignation or any other reason. A panel of minimum 3 eligible and suitably qualified persons shall be provided for selection of suitable resource by the High Court.
- i) High Court may reject a panel if none of the resource is found suitable in such case another panel shall be provided within 7 days.

SECTION – IV

TERMS AND CONDITIONS OF THE CONTRACT

1. That the contract will be initially for two years and further extendable for another year subject to satisfactory services.
2. **That it will be the sole responsibility of vendor to get the antecedents of the source deployed at High Court verified from the concerned Departments/ Agency and also submit its proof at the time of joining of the source for issuing this Court Entry passes to the sources to be deployed at High Court.**
3. That the Vendor shall be responsible for timely payment towards EPF & ESI (wherever applicable) of the manpower deployed on the project.
4. That the Vendor on some occasions shall be required to provide services of engineers/technical resources on non-working days or beyond office hours on working days to meet any emergency situation. The Vendor shall further ensure that on such occasions the service of engineers/technical resources is available to this High Court.
5. That the technical manpower so deployed by the Vendor would be required to coordinate with the original equipment supplier and AMC vendors for immediate and effective resolution of users complaints.
6. That the operation and management shall include over-all management including administration of Servers, SAN, Network, UTM Firewall, PCs, KIOSK, RFID system, Printers, Peripherals, networking, lease Lines, UPSs, VC Equipment and the services running on them as well as coordination with BSNL or any other service provider, NIC, PAWAN/SWAN Operators/system integrators in Punjab & Haryana and other system integrators.
7. That the Vendor shall maintain a pool of selected resources so as to provide immediate replacement of the resource in the event a resource leaves the job or is absent from duty.

8. That the Vendor must have in-house mechanism to shortlist the candidates from the resumes so received by it against the requirement so as to maintain the pool as mentioned above. The Vendor shall forward the resumes of only such suitable shortlisted candidates meeting the required qualifications and experience, to the selection committee constituted by this Court.
9. That the Vendor shall further be responsible for providing the regular replacement on full time basis within 15 days for any manpower leaving the assignment during the contract period. The technical manpower would be chosen by the selection committee constituted by this Court. In case of Specialized manpower, time for regular replacement be in 15 days with maximum period upto 30 days.
10. That the Vendor shall offer a panel of minimum three resources against one replacement. If the manpower provided by the Vendor is not found suitable/not performing his/her job as per the requirement, this Court can seek replacement of the said resource without assigning any reason.
11. That the Vendor shall be released monthly payments at the end of each month subject to satisfactory service during the month. A performance appraisal will be done by the Registrar (Computerization) for assessing performance of the vendor during the month before releasing payment. The invoice should be in the name of Registrar General, Punjab and Haryana High Court.
12. That vendor shall be required to furnish performance Bank Guarantee to the extent of 10% of the annual consideration amount. However, vendor can also submit bank guarantee on pro-rata quarterly basis as against unexecuted contract only i.e. at the end of first quarter the value of contract for second and third quarter be reduced by amount payable for first quarter for purpose of performance bank guarantee, to indemnifying its liability arising out of the contract. In case the services of the vendor are not found satisfactory for consecutive two months as per the SLA

(Service Level Agreement), the contract will be deemed to have been cancelled and this Court will proceed for liquidation of the performance Bank Guarantee submitted by the vendor.

13. The conditions stipulated in the contract more specifically SLA shall be strictly adhered to and violation of any of these conditions by the Vendor will entail termination of the contract without prejudice to the rights of this Court. In addition, this Court shall be free to forfeit the performance bank guarantee to the extent of 100% of total remaining contract and to get the assigned work done from alternate sources at the risk and cost of the defaulting Vendor.
14. Bids with incomplete information or not in accordance with instructions or without full EMD are liable to be rejected.
15. This Court stands absolved of any liability on account of death or injury sustained by the technical resources deployed by the Vendor during the performance of this engagement and also for any damages or compensation due to any dispute between the Vendor and his employees.
16. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, will have the right to get the centers of the Vendors already in operation inspected for verification purpose.
17. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to negotiate for further reduction of rates as per guidelines.
18. **EARNEST MONEY & SECURITY:** The vendor must deposit Rs.60,000/- (Rupees sixty thousand only) as Earnest Money along with tender document in the form of Bank Draft with validity of three months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh. The successful Vendor will be required to make a security deposit in the form of Performance Bank Guarantee of 10% of the total value of the tender valid for one month beyond the contract period from any Scheduled Bank

in the name of the Registrar General, Punjab & Haryana High Court, Chandigarh.

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

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

20.1 Independent Status of Vendor

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

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

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

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

20.2 Liquidated Damages

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

a. Liquidated Damages – General

Any delay by Vendor in meeting the requirements set forth in this Contract will 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 caused due to such delay.

21. **NO CLAIM CERTIFICATE:** The qualified vendor shall not, be entitled to make any claim, whatsoever, against the Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall the Punjab & Haryana High Court, Chandigarh entertain or consider any such claim after vendor shall have signed a "no claim" certificate in favour of the

High Court in such forms as shall be required by the High Court after the works are finally accepted.

22. **SUSPENSION:** The Punjab & Haryana High Court, Chandigarh may by a written notice of suspension, suspend all payments to the vendor under the contract, if the vendor fails to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension –
- a. Shall specify the nature of the failure, and
 - b. Shall request the vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the qualified vendor.
23. **PROJECT MANAGER:** The vendor shall ensure that all times during the currency of the qualified tender a Project Manager, acceptable to the High Court, shall take charge of the performance of the contract.
24. **CONFIDENTIALITY:** The vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the High Court's business or operations with out the prior written consent of the Punjab & Haryana High Court, Chandigarh.
25. **FORCE MAJEURE:** Notwithstanding the provisions of the tender, the Punjab & Haryana High Court, Chandigarh or the vendor shall not be liable for delay or failure in performance under the contract if such delay or failure is the result of an event of Force Majeure.
- a. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Punjab & Haryana High Court, Chandigarh or the vendor and not involving the vendor's fault or negligence and not foreseeable.
 - b. If a Force Majeure situation arises, the qualified vendor shall promptly notify the Punjab & Haryana High Court, Chandigarh in

writing of such conditions and the cause thereof, Unless otherwise directed by the Punjab & Haryana High Court, Chandigarh in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Punjab & Haryana High Court, Chandigarh may terminate this contract, by giving a written notice of minimum 30 days to the vendor, if as a result of Force Majeure, the vendor being unable to perform a material portion of the services for a period of more than 60 days.

26. **GOVERNING LANGUAGE:** The contract shall be written in English. English version of the contract shall govern its interpretation.

27. **OTHER CONDITIONS:**

- Successful vendor will pay sales and all other applicable taxes/levies, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Chandigarh Sales Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Vendor shall complete registration with the UT Chandigarh's Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.
- All payments accrued on account of sales or income tax, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.
- Vendor shall refund to the Registrar General, Punjab & Haryana High Court, Chandigarh the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, Punjab & Haryana High Court,

Chandigarh may charge Vendor one percent (1%) per month on the amount due, until paid in full.

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

SECTION-V

SCOPE OF CONTRACT

Present Infrastructure of This High Court

1. Punjab & Haryana High Court (PHHC) has established a Local Area Network covering all Courts and Branches with 2 Core Switches, 13 Distribution Switches, 140 Edge Switches and approximately 2000 nodes. These nodes includes 140 nodes installed in Sec. 17 building and around 80 nodes installed in Judicial Archive Building, Industrial Area, Phase II, Chandigarh. Whole network is under warranty and two resident engineers are deputed for Network maintenance by vendor. LMS is running to monitor the LAN Operations.
2. High Court has 6 Rack XEON Servers, 8 HS23 Blade Servers in one Blade Chassis, 20TB SAN and 8166-LTO Tape Storage Library. One server is installed at Judicial Archive Building, Industrial Area, Phase II, Chandigarh.
3. Two no. of Cyberoam UTM Firewall appliances are running in HA mode. Whole network traffic is running behind this firewall.
4. Red Hat Linux AS 5.6/6 and Window 2008 Server is running on Servers. High Court has its own application with Oracle 10g Database for Judicial process.
5. In the High Court establishment there are about 50-60 Tablet PCs (i-pad), 50-60 Laptops, 1600 PC I-3/ Core 2 Duo/ with Linux, Ubuntu and Window 7/ Window 10 operating System, 650 printers.
6. High court has connectivity with NIC and state wide area networks of Haryana, Punjab and UT Chandigarh through leased circuits. VC services and IP Phones are also available on the leased line.
7. Broadband connections at the camp office of Hon'ble Judges and Officers and net connection (3G/4G) in i-pads.
8. Software based Video Conferencing VIDYO equipment is also installed in data centre of this High Court.
9. High court desires to operate its infrastructure round the clock in 24x7 modes. The Facility management services are required through Facility Management Operators (FMO).

Services to be delivered

1. Operations and Management (O&M) for all Databases and operating systems, servers (including Antivirus, proxy and LMS servers) and networking Items. Management and administration of Cyberoam UTM Firewall is also required.
2. **FMO must provide and install its own web based complaint handling system for lodging and monitoring of complaints in High Court premises. This system should facilitate end users to lodge complaints online within campus of this Court. Monitoring mechanism shall be worked out jointly by High Court IT Manager and FMO.**
3. FMO shall ensure availability of all IT services in the High Court as per SLA.
4. FMO shall ensure availability of database and OS backups and backup server(s) synchronization required for service continuity.

5. FMO shall be responsible for updation of OS service packs & patches, Antivirus definitions and LAN management. FMO shall ensure running of only licensed softwares.
6. FMO shall be responsible for installation and configuration of any other software applications like Star Office, Libra Office, PDF Signer, Firefox, Java, Acrobat Reader, PDF creator, Antivirus, IP Allotment, configuration of High Court application etc.
7. FMO shall also be responsible for Information and Network Security, Confidentiality and Security of Information. Data is of utmost importance for PHHC, FMO will also maintain all necessary logs.
8. FMO will ensure security of High Court Information and Network from both internal and external threats.
9. FMO will coordinate with High Court AMC vendors for timely rectification of Hardware problems.
10. Maintaining Internet bandwidth and services.
11. Delivering quality of FMS services as per the SLA.
12. Incident handling and Service Desk/Help desk support.
13. Identification of Problem and root cause analysis.
14. Corrective actions for identified problem.
15. Activities such as addition, deletion, and modification in HIGH COURT LAN (without additional cabling work). This includes installation, configuration, implementation, integration & documentation of such activities.
16. Depending on the nature of the requirements from time to time, FMO has to carry out the implementation, integration and support (O&M) activities for the same.
17. Carryout all activities with Broadband, bandwidth/Service Providers for HIGH COURT LAN connectivity with BSNL, NICNET and SWAN(s) for Internet, Voice and Video conference.
18. Scope of support will be applicable for all Broadband, lease lines, ISDN PRI ISP (Internet Service Provider) etc for any type of media such as Copper, OFC etc.

The High Court will be requiring support system for operations sustenance, coordination and capacity building. Following resources are identified for this purpose:

1. Database administrator: **1**
2. Network and System Administrator: **2** (i.e. one Network Administrator and one System Administrator)
3. FMS Engineer and help-desk Engineer: **8**
 - a) One engineer will work as Help Desk Engineer and he will receive and manage all complaints.
 - b) Out of 7 FMS engineers 4-5 engineers will work during day shift (working hours) and remaining will give duty in odd hours (During night and on holidays) on alternate shift basis. FMO will ensure that one engineer should be present in DATA Centre of this court after office hours on working days and on Court holidays.
 - c) FMO will submit duty chart of FMS engineers on 1st day of every month to High Court.

The resources/ manpower provided should have their own conveyance or company provided conveyance for visiting High Court other offices like Sector 17,

Judicial Archive Building, Camp offices at the residences of Hon'ble Judges and other officers of this court. Average expected travels per day is expected to be 15-25 K.M.

The FMO will be providing Facility Management Services for HIGH COURT IT set up initially for a period of two years, and extendable to further one year on discretion of PHHC.

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

1. Data Administrator
2. Network and System Administrator
3. FMS Engineers and Help-Desk Engineer

RESPONSIBILITIES

Phase-1 (One Week)

- Understanding HIGH COURT IT system details and gathering current information regarding HIGH COURT IT system from existing FMS vendor
- Deployment of technical resources at the HIGH COURT
- Provide and Install web based call handling system, to the satisfaction of Incharge NIC, so that users and officers of the Court could monitor the status of complaint and severity level thereof.

Note: Payment will be made monthly after satisfactory services from the commencement of Phase-2.

Phase-2 (Initially for Two Years and further extendable for another year with 10% increase)

- Ensuring Availability of Infrastructure and Services at HIGH COURT as per SLA.
- Operation and management of all servers, databases, UTM Firewall and delivery of services.
- Operation and Management of the network and external links using NMS.
- Ensuring Information and Network Security. Confidentiality and Security of Information (data) is of utmost importance for PHHC.
- Ensuring Security of High Court Information and Network from both internal and external threats.
- Regular updation of OS and database service packs & patches Antivirus definitions and user support for these.
- Record all system/ service/user complaints through web based complaint handling system. Submit daily report to High Court IT manager along with status of all complaints.
- Resolving all the Incidents, problems and user queries of HIGH COURT as per SLA.
- Analyzing the frequent incidents and conduct detailed analysis of the same.
- Taking backups and Synchronization of backup servers as per policy to ensure continuity of services.
- Carry out preventive maintenance scheduled in an un-interrupted way.
- Provide Service Desk/Help Desk/ On Desk support to Hon'ble Judges and officials of High Court in usage of network and application services when ever necessary.
- Perform OEM and 3rd Party vendor management
- Documentation related to IT infrastructure supported, should be made available when demanded.
- Ensuring PHHC policies are being followed and practiced at the HIGH COURT Network Control Centre (NCC) servers for services and operations.
- Addition, deletion, and modification in HIGH COURT LAN (without additional cabling work). This includes installation, configuration, implementation, integration & documentation of such activities.
- Depending on the nature of the new requirements from time to time, FMO has to carry out the implementation, integration and support (O&M) activities for the same.

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

DETAILED ROLES AND RESPONSIBILITIES

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

SYSTEM ADMINISTRATOR (LINUX)

Minimum Qualification/ experience/ Certification:

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

Roles and Responsibilities

1. Provide End to End Linux Administration including installation, configuration, upgradation, maintenance and troubleshooting of Linux servers
2. Provide Application Support on Linux preferably Puppet including maintenance and troubleshooting
3. Maintenance of web servers like Apache, Tomcat, JBOSS, Samba, Squid, Nginx etc.
4. Create and Modify scripts using Perl/Shell/Bash/Python
5. Provide support to various flavors of Linux such as RedHat, and Ubuntu.
6. Perform User Management, File System Management, Performance Monitoring (Storage Capacity), Log Files Management, Security Management, LVM and IP Tables Management using various Linux Internal Commands.
7. Exposure and working knowledge with MySQL, Postgre SQL would be a strong plus
8. Provide thorough Documentation of the various issues handled along with the resolution provide.
9. Proposing policies for data security. Preservation / log maintenance etc. for the best interest of this High Court in consultation with Incharge NIC-High Court.
10. System Administrator should be able to support windows platform in addition to Linux.
11. UTM Firewall Administration in co-ordination with Network Administrator.

DATABASE ADMINISTRATOR

Minimum Qualifications / Experience/ Certification required

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

Roles & Responsibilities

The DB administrator should be responsible for overall DB Administration so that the data can be easily retrieved and analyzed. He / She should also be responsible for

database and application change management procedure. He / She should have exposure to SAN, Clustering Environment (Oracle RAC) and should be well versed with SAN environment.

The DB Specialist needs to work closely with other technical staff, especially database administrators, network administrator and system administrators to ensure the following:

1. Deployment of the core application platform using automation tools.
2. Responsible for System and Application Configurations.
3. Create/Update Reports using SQL.
4. Write/Update ad hoc scripts using shell scripting.
5. Co-ordinate with System Administrators, Network Administrators to troubleshoot and resolve issues.
6. Technical documentation of all the issues handled.
7. End-to-end coordination with departments to ensure smooth functioning of the same.
8. Determining shortcomings of database system and recommending improvements
9. Ensure timely problem resolution and request fulfillment of database issues.
10. Review the access rights and provide approval.
11. Supervising backup procedures to protect the information within the database.
12. Supervise database installation, up gradation, clustering and performance tuning activities.
13. Coordinating system testing to ensure system security and efficiency.
14. Capacity planning and resource management on an ongoing basis.
15. Supervise and review change management activities in the Database.
16. Supervise offsite backup activities,
17. Periodic reporting.
18. Proposing policies for data security preservation / log maintenance etc. for the best interest of this High Court in consultation with Incharge NIC-High Court.

NETWORK ADMINISTRATOR

Minimum Qualifications / Experience/ Certification required

B.E. (Computer/E&C)/MCA Certification like CCNA/CCNP/PIX/CCSA with 5 years post certification experience. The candidate should be well versed with Routing and Switching devices and technologies.

Roles & Responsibilities

Responsible for network uptime, security, performance, monitoring and other related services. The candidate should be well versed with Routing and Switching devices and Wireless, Broadband and Protocol Analysis Tools. Must have beginner to intermediate skills in Information Security technologies like Anti-virus, Firewalls, IPS, Content Filtering, Encryption, VPN and Threat Management and be familiar with Information Security Audit parameters.

1. Resolution of internetworking issues in all court complexes

2. Resolution of Haryana SWAN, Punjab PAWAN and UT Chandigarh WAN interface related issues
3. Configuring network devices and implementing network solutions, security protocols, interfaces etc., should have sound knowledge of LAN/WAN and virtual private network, switches, routers etc.
4. Level II Support includes basic troubleshooting of network related issues including resolution outages/incidents as well as more advanced Service Request functions.
5. Documentation of the Network Services e.g. Design criteria and standards, Topology documentation.
6. Implementation and support of IP addresses, router table entries, network filters, and any other applicable operational configuration parameters for all managed Network devices.
 - a. Updating of drivers and firmware
 - b. Updating IOS from scripts and templates
 - c. Configuration of device from scripts
 - d. Configuration of monitoring software from scripts
 - e. Testing and documentation of installation activities.
 - f. Firewall/ IPS/ IDS/ DNS/ DHCP configuration.
7. Preparation and Implementation of Network security policies, procedures, and reporting mechanisms including logical access strategies and standards relevant to the Services.
8. Proposing policies for data security preservation / log maintenance etc. for the best interest of this High Court in consultation with Incharge NIC-High Court.

NOTE: The Network Administrator to be provided should meet the above mentioned requirements and should be able to fulfill all the conditions mentioned in the Roles and Responsibilities. Besides this the Network Administrator need to perform the following tasks on regular basis to ensure proper logging of information related to Network.

1. A weekly log report for all Core, Distribution and Edge switches should be generated and submitted to a person as appointed by this Court.
 - a. The report will mention any changes made to configurations, up gradation, fault/failure signals, down-time, power failures etc.
2. **Incident investigation:** Every single event of network failure whether minor or major, should be logged and reported on the same day to a person as appointed by this Court.
 - a. The root cause of such an event and what was done to fix it and how much time was taken to fix it, should also be mentioned in the report.
3. Plan and implement any improvement, modification, or replacement of network infrastructure components after consultation with this Court.

4. Monitor system capacity to determine its effect on performance and recommend enhancements to meet new or changing network demands.
5. Keep track of Warranties and AMC of all network components.

END USER SUPPORT/ SERVICE DESK ENGINEER(S)

Minimum Qualifications / Experience/ Certification required

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

Roles & Responsibilities

- First level support to users to resolve the problems reported by users at this Court.
- Lodging unresolved complaints with respective vendors and follow up with vendors to resolve the same at the earliest.
- Coordination with vendor engineers for problem resolution.
- Call management System (CMS) operations: Call lodging, Call closure and report generation. An application or a web based module should be used for this purpose to automate this process.
 - a. User confirmation/feedback after resolving the complaint is required.
 - b. All the complaints registered and resolved on a single day should be reported at the end of the day to a person as appointed by this Court.
 - c. To attend complaints including the complaints pertaining to Broadband at the residences of Hon'ble Judges and officers even during odd hours, Sundays and National Holidays.

Resources to be arranged by FMO:

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

- Manpower (Including System administrator, Database Administrator and Network administrator). All these resources should be conversant with Information and Network security. In case, System Administrator/Database Administrator/Network Administrator proceeds on leave for more than two days, FMO will depute alternate Administrator immediately.
- Web based complaint handling system, it is clarified that Computer and Operating System will be provided by the High Court and Online Call logging system should be available within the intra network of this High Court. Toolkits (crimping tool etc.)
- Test and Measurement meter for Lease, ISDN and OFC system
- AV/Ohm meter digital

- FMO will provide laptop to the FMS team as per job requirement of the deputed resources
- Mobile Phones and transport for deployed man power

FMO will maintain following: Network diagrams, documentation regarding problem management, change management, configuration management, assets/inventory management, NMS reports and produce it, as and when required by PHHC.

SCOPE OF WORK

System, Database and Network Administration & Facility Management

- i System Administration (Linux and Windows) and Problem solving
- ii Database administration (Oracle 11g, MS SQL and Postgres) and problem solving
- iii FMO to provide, Install, operate and manage Web based Complaint handling system under supervision of High court. Daily report to High Court IT Manager along with status of all complaints.
- iv O&M of the High Court Network and problem solving.
- v Administration and management of Proxy, Antivirus,NMS servers and UTM Firewall
- vi Service Desk/Help Desk Management.
- vii Policy based regular Database and OS backups for service continuity.
- viii Regular updation of OS and database service packs & patches, Antivirus definitions and user support for these.
- ix Information and Network Security. Confidentiality and Security of Information (data) is of utmost importance for PHHC.
- x Security of High Court Information and Network from both internal and external threats.
- xi Coordination with High Court Warranty/ AMC vendors for timely rectification of Hardware problems.
- xii On desk support to Hon'ble Judges and officials of High Court in usage of Network and Application services through LAN.
- xiii One FMS engineer support in Data Center of High Court during odd hours.

Service Level Agreement (SLA):

i) SERVICE LEVELS

All the calls would be registered in Helpdesk package including complaints pertaining to the residences of Hon'ble Judges and service providers . All the registered call pertaining to AMC/Warranty Vendor will be escalated to next level if not resolved as per the Call Escalation Matrix.

For proper monitoring of the services and support being provided, a "Daily Status Report" would be submitted to PHHC by FMO for the calls registered before 3.00 PM.

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

- a) Severity Level 1 – A problem which affect PHHC business objective/critical Infrastructure, pre-defined very important users or a group of users in their immediate working, like problem in servers, Network. For these calls FMO response time shall be less than 10 minutes and call shall be closed within one hour.
- b) Severity Level 2 – A problem, which affects an individual user or user system like problem in individual user Desktop Hardware or Office Application clients etc. For these calls FMO response time shall be less than 30 minutes and call shall be closed within 2 working days.
- c) Severity Level 3 – Problems falling in the category other than two described above like Installation/shifting of desktops, change in configuration, profile creation. IMAC process etc. For these calls FMO response time shall be less than one day and call shall be closed within 2 working days.

SEVERITY WISE LIST OF ANTICIPATED FAILURES

S. No.	Anticipated Failures	Severity Level	Resolution Time	Responsibility of FMO	Dependency
1.	Application not working (All Nodes)	1	1 Hour	LAN – C& F REST - FULL	FMO
2.	Application not working (Single Node)	2	2 Days	Full	FMO
3.	Full Network Failure	1	1 Hour	LAN C&F Rest – FULL	Network Vendor/ BSNL/NIC
4.	Network Problem Single Node	2	1 Hour	LAN – C& F REST - FULL	FMO
5.	Internet not working Single Node	2	1 Hour	Full	FMO
6.	Switch Problem	1	1 Hour	C&F	Warranty /AMC Vendor
7.	Router Problem	1	1 Hour	C&F	Warranty /AMC Vendor
8.	Leased Line Problem	1	1 Hour	C&F	Warranty /AMC Vendor
9.	Internet Connectivity Problem (Involving switch)	1	1 Hour	C&F	Warranty /AMC Vendor/I.S.P (Internet

	/router/ leased line)				Service Provider
10.	Internet Connectivity Problem at the residence of Hon'ble Judges and officers	1	2 Hour	H/W C & F Rest - Full	Warranty /AMC Vendor/I.S.P (Internet Service Provider)
11.	Web Server (Intra) Problem	1	1 Hour	Full	FMO
12.	UTM Firewall administration & Problem resolution	1	1 Hour	Full	FMO
13.	Database (Primary/Secondary) Server Administration	1	1 Hour	Full	FMO
14.	PC Problem	2	2 days	H/W-C&F Rest – Full	FMO/AMC & Warranty Vendor
15.	Virus Problem	2	2 days	Full	FMO, Trend Micro Tem
16.	Network Virus Problem	2	1 Hour	Full	FMO/AMC & Warranty vendor
17.	UPS Problem Call Reporting	2	2 days	C&F	AMC/ Warranty Vendor
18.	A/C Problem Call Reporting	2	2 days	C&F	AMC/ Warranty Vendor
19.	Generator Problem	2	2 days	C&F	AMC/ Warranty Vendor
20.	Video Conferencing Problem reporting	2	2 days	C&F	AMC/ Warranty Vendor
21.	E-mail Services/Configuration	1	1 Hour	NIC-C&F Rest - Full	NIC-ASD
22.	I-Pad Configuration issues	1	2 Hour	H/W- C&F Rest – Full	Vendor, FMO
23.	Additional Software Configuration/ Installation	1	2 Hour	FULL	FMS
24.	Printer Configuration/ Sharing issues	1	2 Hour	H/W- C&F Rest – Full	Vendor, FMO
25.	ISHiCo Problem	1	1 Hour	C&F	NIC-ASD
26.	Linux/Window/OS Administration	1	2 Hour	Full	FMO
27.	Server Problems	1	2 Hour	H/W – C&F Rest – Full	AMC/ Warranty Vendor, FMS
28.	Client Hardware Issues	2	2 days	C&F	AMC/ Warranty Vendor, FMO
29.	Windows/Linux OS Installation/upgradation at Client end	3	12 Hours	C&F	AMC/ Warranty Vendor, FMO
30.	Users Training	3	12 Hrs.	C&F	NIC/NCC-ASD

31.	Data Recovery at client end	2	2 days	Full	FMO
32.	Status Report	3	12 Hrs.	Full	FMO
33.	Data & Network Security *	1	1 Hour	Full	FMO
34.	Database/OS Backup	1	1 Hour	Full	FMO
35.	Database/OS Recovery in case of crash	1	2 Hour	Full	FMO
36.	Non synchronization of Production & Backup servers.	1	1 Hour	Full	FMO
37.	Calculation of Downtime & Penalty for other vendors	3	12 Hours	Full	FMO
38.	IT Asset Management	2	12 Hrs	Full	FMO
39.	Client Vendor Data Recovery, if possible	3	12 Hrs.	C&F	AMC/ Warranty Vendor, FMO
40.	Documentation (Monthly)	3	24 Hrs	Full	FMO
	a – Network: Diagram, IP address allocation, VLAN, Switches- IP, administrator id & Password	3	"	Full	FMO
	b – Database changes and updation				
	c – Application changes and updation				
	d – Assests Record	3	"	Full	FMO
		3	"	C&F	NIC-ASD
		3	"	Full	FMO

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

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

- C&F:** Call lodging and follow up
- H/W:** Hardware
- FMO:** Facility Management Operator
- FMS:** Facility Management Services
- NIC:** National Informatics Centre

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

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

Service Category	FMO Responsibility	Penalty Rates
Severity Level 1	Full	<ul style="list-style-type: none"> • 1% of Monthly FMS payment per call if problem is not resolved within 1 Hour. • 1% of Monthly FMS payment per day per call if problem is not resolved on the same day. • 2% of Monthly FMS payment for each percentage of problems not resolved in two hours time.
	C&F	<ul style="list-style-type: none"> • 0.25% of Monthly FMS payment per day per call if call is not properly lodged and followed up.
Severity Level 2	Full	<ul style="list-style-type: none"> • 0.25% of Monthly FMS payment per call if problem is not resolved within 2 days. • 0.25% of Monthly FMS amount per day per call if problem is not resolved on the next working day. • 0.5% of Monthly FMS payment for each percentage of problems not resolved on next working day.
	C&F	<ul style="list-style-type: none"> • 0.1% of Monthly FMS payment per call per day if call is not properly lodged and followed up.
Severity Level 3	Full	<ul style="list-style-type: none"> • 0.1% of Monthly FMS payment per day per task if task is not completed within two days from scheduled date. • 0.5% of monthly FMS payment for each percentage of tasks not completed within two days from scheduled date.
	C&F	-

iv) That FMO shall clarify that response and resolution time for all anticipated failures are the same. All penalties will be based on resolution time.

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

Service Window

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

SECTION-VI

TENDER INFORMATION

1. Tender Notice No. : PHHC/02/2016/FMS
2. Issue date of Tender Documents: 13.05.2016
3. Last date & time for submission of Tender: 04.06.2016 up to 3.00 P.M.
4. Date & Time for opening of tender for: 04.06.2016 at 3.30 P.M.
Technical Bid Envelope-A
5. Date & Time for opening of Tender for: Will be intimated separately to
Commercial Bid Bidders who qualify the technical
bid (Please see Tender
document)
6. Venue for opening of Technical Bid: Office of the Registrar
Computerization, Main High
Court Building, Punjab & Haryana
High Court, Sector – 1,
Chandigarh.
7. Address for Correspondence: The Registrar Computerization
Punjab & Haryana High Court,
Sector – 1, Capitol Complex,
Chandigarh. – 160 001,
Ph. No./ Fax – 0172-6607261.
8. EMD Amount Payable Rs.60,000/- (Rupees Sixty thousand only). Bank
Draft should be enclosed with the technical bid drawn on any Scheduled
Bank in favour of the Registrar General, Punjab & Haryana High Court,
Chandigarh, payable at Chandigarh with validity of three months.

PUNJAB & HARYANA HIGH COURT CHANDIGARH

DETAILED TENDER DOCUMENT FOR PROVIDING FACILITY
MANAGEMENT SERVICES IN IT RELATED AREAS IN PUNJAB & HARYANA
HIGH COURT, CHANDIGARH.

PART - II
TECHNICAL BID

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

PRE-QUALIFYING DOCUMENT (ENVELOPE A)

1. DECLARATION
(PROFORMA - I)

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

SECTION – X

BID PROPOSAL PROFORMA

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

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

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

Designation : -----

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

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

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

Dear Sir,

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

2.0 PRICE AND VALIDITY

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

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

2.3 We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax 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 Sixty thousand only as specified in the tender document.

4.0 BID PRICE

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

5.0 QUALIFYING DATA

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

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

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

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

Thanking you,

Yours faithfully,

(Signature)
Name
Designation
Seal

Date
Place
Business Address

**PRE-QUALIFICATION DOCUMENT ALONG WITH CHECKLIST FOR
FULFILLMENT OF PRECONDITIONS
(ENVELOPE A)**

Proforma - II

General Information

PARTICULARS OF VENDOR

VENDOR'S PARTICULARS FOR TENDER NO.

1. Name of the Vendor : -----
2. Address of the Vendor : -----
3. Address of Chandigarh Office : -----
4. Year of Establishment : -----
5. Year of Registration in IT related Areas (attach proof) : -----
6. (a) Office Address of Project Manager : -----
(With Telephone & Fax No.) -----
- (b) Residential address contact : -----
information during holidays -----
7. Name of the affiliated firms (if any) : -----
8. Vendors proposal number & date : -----
9. Name & address of the officer to whom all references shall be made regarding this tender. : -----

10. Checklist for fulfillment of pre-conditions.

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether Vendor is a registered Company/ Partner/Individual in India (if Partnership or Registered Company whether person signing have authority to refer dispute to Arbitrator.			
2.	Whether vendor is in the business of providing FMS in IT related areas since last 3 years			
3.	Whether 3 persons are meeting			

	each FMS position requirement			
4.	Whether vendor is having office at Chandigarh	Give Address		

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

Sr. No.	Name of the Organization & Address	Period of Contract	Number of technical resources provided		Contractual Amount (Rs.)
			Resource	No.	
1.			DBA		
			Network Administrator		
			Systems Administrator		
			Help desk Engineer		
			Service Engineer		
			Any other (please Specify)		
2.			DBA		
			Network Administrator		
			Systems Administrator		
			Help desk Engineer		
			Service Engineer		
			Any other (please Specify)		
3.			DBA		
			Network Administrator		
			Systems Administrator		
			Help desk Engineer		
			Service Engineer		
			Any other (please Specify)		

11(A). Checklist for Point 11

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

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

Sr. No.	Name of the Organization & Address	Period of Contract	Number of technical resources provided		Contractual Amount (Rs.)
			Resource	No.	
1.			DBA		
			Network Administrator		
			Systems Administrator		
			Help desk Engineer		
			Service Engineer		
			Any other (please Specify)		
2.			DBA		
			Network Administrator		
			Systems Administrator		
			Help desk Engineer		
			Service Engineer		
			Any other (please Specify)		

12. (A). Checklist for Point 11

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Document ary Proof
1.	Whether vendor is currently providing FMS services of similar			

	expertise in two Govt. organization / departments / institutions.			
--	---	--	--	--

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

Sr. No.	Name of the candidate	Qualification	Field of Expertise	Experience (in years) in the field	Remarks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
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16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

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

13. (A). Checklist for Point 13

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

14. Annual turnover of the firm for : 2012-13:-----
the last 3 successive years. 2013-14: -----
(attach proof) 2014-15:-----

14(A). Checklist for Point 14

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1.	Whether vendor is having annual turnover of minimum Rs.25 lakh from FMS services alone during last three years.			

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

Telephone No. :------

Fax No. :------

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

Witness:

Signature
Name : _____
Designation: _____

Signature
Name: _____
Designation: _____

Address: _____

Address: _____

Company: _____

Company: _____

Date: _____

Date: _____

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

Proforma - III

Statement of Past Performance

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

(Order copy/agreement copy to be enclosed)

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

Signature of the bidder with seal

Proforma - IV

EMD PAYMENT PARTICULARS

i) Number of the Demand Drafts enclosed:

ii) Demand Draft Particulars:

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

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

Signature of the bidder with seal

PUNJAB & HARYANA HIGH COURT CHANDIGARH

DETAILED TENDER DOCUMENT FOR PROVIDING FACILITY
MANAGEMENT SERVICES IN IT RELATED AREAS IN PUNJAB & HARYANA
HIGH COURT, CHANDIGARH.

PART - IV
COMMERCIAL BID

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

Proforma - V

DECLARATION OF COMMERCIAL BID

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

Sr. No.	Services offering	(please tick (✓) mark the right option
1.	I/We am/are quoting rates for all the three FMS (i.e. Data Administrator, Network and System Administrator and FMS & Help Desk Engineer) in one basket for the High Court.	
2.	I/We am/are quoting rates only for (a) Data Administrator, OR (b) Network and System Administrator OR (c) FMS & Help Desk Engineer	
3.	I/We am/are quoting rates for all the three FMS (i.e. Data Administrator, Network and System Administrator and FMS & Help Desk Engineer) but I/We have no objection, if considered for one or two FMS services.	

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

Signature of the bidder with seal

COMMERCIAL BID (Envelope B)

**Price Tender Form
Proforma - VI**

Tender Notice No:

Tender Document No:

To

Sir,

I/We hereby submitting bid for providing FMS services in IT related areas in Punjab and Haryana High Court, Chandigarh as per the terms and conditions of the tender document of the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh within the time specified and are ready to provide FMS services as per 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	No.	Rate per source per annum (including Service Tax, Govt. Levies, Management charges etc.) (in Rs.)	Amount (in Rs.)
1	Data Base Administrator	1		
2.	(a) Network Administrator	1		
	(b) System Administrator	1		
3.	(a) FMS Engineer	7		
	(b) Help Desk Engineer	1		
			Total (Rs.)	

Total Amount per annum (in words) _____

_____ Only.

Signature of the bidder with seal

DISCLAIMER

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

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

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



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