

## PUNJAB AND HARYANA HIGH COURT CHANDIGARH

Corrigendum to the Tender No. PHHC/02/2016/FMS, after prebid conference on  
23.05.2015 the following amendments and clarifications are made in the tender:-

Sr. No.	Section/Clause/Pg No.	Previous Condition	Amended Condition	Remarks
1.	Section V Phase I Clause 2 Pg 23	Deployment of Technical resources at High Court	Deployment of Technical resources at High Court. Deployment shall be within one week or in special circumstances, within 30 days.	
2.	Section V Clause (iii) (Penalty, Severity Level 2 and 3) Pg No 32			Clarification was sought by the vendor the three points in AND or OR condition. It is clarified here that the condition pertains to OR.
3.	Section VI Clause (8) Pg No 34	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.	EMD Amount Payable Rs.60,000/-(Rupees Sixty thousand only). Bank draft/Bank Guarantee 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.	It is clarified here that EMD will be refunded within 30 working days from the decision of the Hon'ble Computer Committee in case of unsuccessful bidder. The amended clause is also applicable to the Section -IV Clause 18 Page No 14, to the extent of submission of EMD in shape of Bank Draft/Bank Guarantee only.
4.	Clause (27) Pg No 18	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	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	

		Revenue and be responsible for payment of all taxes due on payments made under this Contract.	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. The difference of increase/decrease in the Tax structure can be paid/reduced to/from the vendor.	
5.	Section V Clause (iii) (Penalty, Severity Level 1) Pg No 32	<ul style="list-style-type: none"> <li>• 1% of Monthly FMS payment per call if problem is not resolved within 1 Hour.</li> <li>• 1% of Monthly FMS payment per day per call if problem is not resolved on the same day.</li> <li>• 2% of Monthly FMS payment for each percentage of problems not resolved in two hours time.</li> </ul>	<ul style="list-style-type: none"> <li>• 0.75% of Monthly FMS payment per call if problem is not resolved within 1 Hour.</li> <li>• 1% of Monthly FMS payment per day per call if problem is not resolved on the same day.</li> <li>• 1.50% of Monthly FMS payment for each percentage of problems not resolved in two hours time.</li> </ul>	
6.	Section 1 Clause 6 Page No. 5- 6 Point No 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.	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 including of all taxes and Government levies, etc and payment be made on monthly basis.	

7.	Section III Clause i) Page 11	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.		It is clarified here that in case panel of the candidate are not found suitable by this Court more time in such cases can be considered.
8.	Section IV Clause ii Page No 12	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.		Basic background is sufficient i.e. educational credential verification and police verification. However, the vendor is solely responsible for such verifications.
9.	Section IV Clause 7 Page 12	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.	That the Vendor shall maintain a pool of selected resources so as to provide immediate replacement in shape of adhoc arrangement in the event resource leaves the job or absent from duty and thereafter skilled resource be provided within 15 days.	
10.	Section IV Clause 11 Page 13	That the Vendor shall be released monthly payments at the end of each month subject to satisfactory service during the month. A performance appraisal will be done by the Registrar (Computerization) for assessing performance of the vendor during the month before releasing payment. The invoice should be in the name of Registrar General, Punjab and Haryana High Court.		Payments will be released after the approval of the authorities concerned within a reasonable period.

11.	Section IV Clause 12 Page 13	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.		There is already stipulation regarding assessment of work for two consecutive months. That in itself is sufficient for the Vendor to improve its services and therefore, there is no requirement for providing additional time for this purpose. However, unsatisfactory service shall be communicated after completion of first month and that by itself shall be a deemed notice for the second month for improvement of service.
12.	Section IV Clause 13 Page 14	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	The conditions stipulated in the contract more specifically SLA shall be strictly adhered to and violation of any such condition shall be communicated to the vendor. 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	

13.	Section IV Clause 19 Page 15	<b>TERMINATION FOR INSOLVENCY:</b> 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.	<b>TERMINATION FOR INSOLVENCY:</b> The Punjab & Haryana High Court, Chandigarh may at any time terminate the contract by giving a 30 days 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	
14.	Section IV Clause 22(b) Page 17	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	Shall request the vendor to remedy such failure within 7 days from the date of receipt of such notice of suspension by the qualified vendor	
15.	Section IV Clause 27 Page 18	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.	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. The difference of increase/decrease in the Tax structure can be paid/reduced to/from the vendor.	
16.	Section V Clause 2 Page 20	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.		A call monitoring mechanism shall ensure lodging of complaints online and creation of log of daily complaints received; its marking to employee concerned; status of complaint and acknowledgment of rectification/ solving of defect/ problem
17.	Section V Clause 5 Page 21	FMO shall be responsible for updation of OS service packs & patches, Antivirus definitions and LAN management. FMO shall ensure running of only licensed softwares		PHHC will provide OS Service packs/patches and Antivirus definitions. To act as liaison between the complainant and the Vendor managing LAN with further scope of addressing small issues pertaining to LAN.

18.	Section V Clause 17 Page 21	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.		Such activities will include addressing all the issues arising out of day to day working of the Courts/ Offices /Camp Offices of Hon'ble Judges
19.	Section V Clause 18 Page 21	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, OFCetc		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. FMO will first attend complaint regarding issues related to broadband, leased lines and will try to resolve at its own level in case of minor issues. In case of the fault from ISP side, he will follow up with the ISP till resolution of problem.
20.	Section V Phase I Page 23	Understanding HIGH COURT IT system details and gathering current information regarding HIGH COURT IT system from existing FMS vendor		The period of two weeks can be treated as formal handover period/ transition period.
21.	Section V Phase I Page 23	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		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

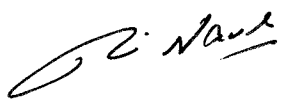
				<p>thereof. Format of some basic reports should be as below:</p> <p>Detailed Call report should include at least following fields.:</p> <ul style="list-style-type: none"> <li>-Serial No.</li> <li>-Branch/Block/Court Room/Residence</li> <li>-Location</li> <li>-User Name</li> <li>-Type of Problem</li> <li>-Category (Hardware /Software)</li> <li>-Assigned to (Person Name)</li> <li>-Assigned to (Vendor name)</li> <li>-Date and Time</li> <li>-Call Open time</li> <li>-Call Closing time</li> <li>-Call Resolution Time</li> <li>-Status</li> <li>-SLA</li> <li>-Action Taken</li> <li>-Remarks</li> <li>-Any other field in consultation with the Coordinator-PHHC</li> </ul> <p>Daily summary report should have atleast following information:</p> <ul style="list-style-type: none"> <li>-Date</li> <li>-Total Calls received</li> <li>-Hardware Calls</li> <li>-Software Calls</li> <li>-Networking Calls</li> <li>-Pending Calls</li> <li>-Pending from Vendor Side</li> <li>-Last Day Pending Call</li> </ul>
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22.	Section V Phase 2 Page 23	Carry out preventive maintenance scheduled in an un-interrupted way	Carry out preventive maintenance scheduled, on monthly basis, in an un-interrupted way.	
23.	Section V Phase ii(a) Page 29	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	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 within the High Court premises and beyond the High Court premises, minimum travel time is excluded.	

Note1: The duration of phase- I may be considered for two weeks instead of one week and no payment will be made for the aforesaid duration. The payment will be made only after commencement of Phase -2. The duration of the Phase-2 is initially for two years and two months instead of two years and further extendable for another year with 10% increase.

Note2: The last date for submission of bids has been extended to 29.06.2016 upto 3.00 PM and technical bids will be opened immediately after closing time of the receipt of bids on 29.06.2016 at 3.30PM.

  
 Registrar  
 (Computerization)  
 Punjab & Haryana High  
 Court, Chandigarh