

Tender No.01/SCMSC dated:- 14.07.2014

Sealed proposals are invited for selection of Consultant for undertaking transformation exercise to improve processes, strengthen infrastructure and increase Human capabilities so as to enable speedy disposal of cases, create effective and efficient monitoring systems and optimum utilization of manpower (Tender Cost ₹ 5000/-). A complete set of tender document containing all terms & conditions can be downloaded from the website of this Court i.e. www.highcourtchd.gov.in. The pre-bid meeting has been scheduled on **31.07.2014 at 04.00 p.m.** in the office of the undersigned at Punjab and Haryana High Court, Sector 1, Chandigarh with the prospective bidders, who will deposit the tender document fee till that time. The last date for submission of offers is upto **18.08.2014 by 02.30 p.m.** The undersigned reserves the right to reject any or all the proposals without assigning any reason.

Registrar General
Punjab and Haryana High Court, Chandigarh

**Punjab and Haryana High Court,
Capitol Court Complex, SECTOR- 1, CHANDIGARH-160001
EPABX Exchange High Court: 0172-2740071 to 2740078
Fax: 2740055
E-mail : reggen@ajj.gov.in, Website:**

The High Court of Punjab & Haryana

**Proposal for Selection of
Consultant for undertaking
transformation exercise
July 2014**

July 2014
This report contains 36 pages
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DOCUMENT CONTROL SHEET

S. No.	Particulars	Details
1	Document Reference Number	01/SCMSC dated 14.07.2014
2	Start date of issue of RFP	14.07.2014
3	Pre bid meeting	31.07.2014
4	Last date and time for receipt of proposals	18.08.2014

ISSUE LETTER OF BID DOCUMENT

Name of Work: Transformation Exercise

Tender No.:

One set of Bid Document is hereby issued (electronically) to:

Name of Bidder:

Address of Bidder:

Issued By:-
The Registrar General,
The High Court of Punjab & Haryana

LETTER INVITING TENDER

Ref No.:

Date:

To,

<Name of the Consulting firm here>

Sub:- Undertake Transformation Exercise at The High Court of Punjab & Haryana

Dear Sir,

Sealed tenders are invited for & on behalf of THE HIGH COURT OF PUNJAB & HARYANA (THCPH) in open bid system for the subject work.

1. Brief outline of the work is as under:

1.1	Name of work	Transformation Exercise
1.2	Time for completion of task and submission of final report	25 WEEKS from award of job
1.3.	Last Date & Time for submission of offer	Within 2 weeks from the date of letter inviting tender Date:
1.4.	Date & Time for opening of tender	Techno-commercial bid shall be opened on the day of submission
1.5	Tenders to be submitted to	

2. Submission of Tender

2.1. The tender shall be submitted in the manner as described in “Instruction to Bidder” (ITB) of the tender document.

2.2. THCPH takes no responsibility for delay, loss or non-receipt of tender documents sent by post/courier. Telex / Telegraphic / Fax / E- Mail offers shall not be accepted.

THCPH reserves the right to accept or reject the tender in part or full, without assigning any reason whatsoever.

In case the Tenderer is already pre-occupied with some other activities or he is not interested to submit offer for some other reasons, the tender document may please be returned along with Tenderer’s letter.

The offer of the Tenderer shall be valid for a period of 6 (six) months from the last date of submission of Tender / revised offer (if any).

The bidder shall have to sign a Secrecy Agreement with THCPH whenever called for. Indicate clearly any reasons of conflict of interest, which may arise as a result of your firm’s engagement in other assignments of similar nature or otherwise.

Thanking you,

Yours faithfully,

REGISTRAR GENERAL

Encl: as above

1 INSTRUCTION TO BIDDERS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a) "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b) "Committee" means committee constituted for evaluation of Proposals.
- c) "Consultant" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- d) "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- e) "Department" means The High Court of Punjab & Haryana (THCPH)
- f) "GCC" means General Contract Conditions, specified in Section 2 of RFP.
- g) "ITB" means Instructions to Bidders, specified in Section 1 of RFP.
- h) "Personnel" means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- i) "Proposals" means proposal submitted by bidders in response to the RFP issued by the Department for selection of Project Consultant
- j) "Services" means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- k) "SOW" means Scope of Work for the Consultant, specified in Section 3 of RFP.

1.2 General

- 1.1 The bid documents are and shall remain the exclusive property of THCPH without any right of the bidder to use them for any purpose except bid and for use by Bidder with reference to the work.
- 1.2 On no account will any person to whom bid documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of bid documents or part thereof, it being understood that the information therein is confidential, and that the bid documents are therefore being furnished only to the bidder in strictest confidence.
- 1.3 Bid documents are non-transferable.
- 1.4 The details as called for in the bid documents shall be filled and completed by the Bidder in all respects and shall be submitted with requisite supporting information and Annexure.
- 1.5 The bid shall be typewritten in English.

- 1.6 If the space in any proforma / format of bid document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bid document number and shall be signed by the Bidder and entered in the Index for Bid
- 1.7 Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. **The Power of Attorney or Authorization(Enclosure-I)** or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. THCPH may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 1.8 The complete bid shall be signed and stamped by the Bidder on each page.
- 1.9 The bidder shall have to sign a Secrecy Agreement with THCPH whenever called for.

1.3 Bid Document

One set of Bid Document is issued herewith to the Bidder to submit his bid. Bidder shall return the document marked "ORIGINAL". Bidder shall sign and stamp each page of document marked "ORIGINAL" as token of his acceptance of having considered these documents for preparation of his bid. The bid document shall not be transferred to any other agency.

1.4 Bid Validity

Bid shall remain valid for acceptance for a period of **6 months** from the date of opening of the Bid / revised bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. The Department reserves the right to reject a proposal valid for a shorter period as non-responsive. The validity of the bid shall be extended as and when required for the period, as requested by THCPH in writing.

1.5 Conflict of Interest

The Consultants should provide professional, objective, and impartial advice and at all times hold the Department's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The consultant shall not deploy former employees of the Department and the Department of Information Technology Punjab /Haryana / Chandigarh UT in any assignment under the RFP.

1.6 Right to accept or reject Proposal(s)

THCPH reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.7 Fraud and Corruption

It is required that the Bidders submitting Proposal and the Consultant agency selected through this RFP must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of contract.

- a) for this purpose, definition of the terms are set forth as follows:
- i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the Department or its personnel in contract executions.
 - ii) "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition;
 - iii) "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
 - iv) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Department will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, Coercive or unfair trade practices.
- c) The Department will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent Coercive and / or unfair trade practice in competing for, or in executing, the contract.

1.8 Clarifications and amendments of RFP

- a) During process of evaluation of the Proposals, THCPH may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- b) The Department may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.
- c) Bidder shall examine the Bid documents thoroughly and submit to THCPH any apparent conflict, discrepancy or error. THCPH shall issue appropriate clarification or amendment, if required. Any failure by a Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the agreement, if subsequently awarded the contract.

1.9 Confidentiality of Documents

Bidder shall treat the bid documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to THCH.

1.10 Process for Selection of Project Consultant

This enquiry is in the nature of Request for Proposal (RFP) intended to result in selection of a Project Consultant agency for implementing automation and e-Governance in the Department.

The responses received pursuant to this RFP will be evaluated by Committee appointed by Department. "Committee" constituted for evaluation of Proposals may in its discretion take assistance of experts to evaluate bids.

The Consultant would be involved to undertake the assignments as mentioned in the **Section 3: Scope of Work.**

1.11 Disqualifications

The Department may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is non responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provision.

1.12 Pre-Bid Meeting

All the bidders shall be advised to attend a pre-bid meeting in the office of THCPH at Chandigarh. During the pre-bid meeting, THCPH shall clarify issues and answer questions on any matter that may be raised by the bidder.

Any modification of the Bid documents, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders through issuance of an Addendum. All costs towards attending any meeting shall be on Bidder's account. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the website. The Department shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website No deviations from bids shall be allowed thereafter.

1.13 Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as

required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.

- b) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- c) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- d) In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- e) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.
- f) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

1.14 Submission of Bid

- a) Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.
- b) Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- c) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the firm/ Company along with the Company seal.
- d) Bids must be submitted in separate sealed covers in 02 (Two) parts which should then be placed in a bigger envelope as stated below:

PART-I: TECHNICAL AND UNPRICED COMMERCIAL BID

Techno-commercial bid shall be submitted in original in a sealed envelope provided along with the tender document **along with Name and Address of the bidder.**

Following list of documents shall be submitted as part of Technical Proposal:

1. Technical Proposal Formats comprising of Technical Form-2a, Technical Form-2b, Technical Form-2c & Technical Form-2d along with details, supporting information and documents.

PART-II: PRICE BID

The PRICE BID shall be submitted in a separate sealed envelope, provided with the tender document duly signed and stamped on each page. Bidder shall fill quoted rates and amount in

the prescribed format. **Name and Address of the Bidder shall also be written outside the envelope.**

Commercial Proposal is to be submitted in Form-3 – Commercial Proposal Format. A bidder will provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

This part (i.e. PRICE BID) shall contain only “SCHEDULE OF RATES” duly filled in and any other information / document which has been specifically asked to be furnished along with the price bid. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever. Any conditions given in this bid shall not be considered and may render the offer liable for rejection.

Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

The Bidder should quote both in figures and in words (in English), the rates for each item in the Schedule of Rates. The amount for each item should be worked out and entered. The tendered amount for the work shall also be entered in the bid both in figures and in words. In case of variation, figures in words will prevail. The price part shall be duly signed and stamped on each page.

1.15 Evaluation of Bids

The bid will be opened as per the schedule mentioned in the Document Control Sheet. Authorized representatives of the bidders may be present during the bid opening if desired.

The Department will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a three-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

1.15.1 Evaluation of Technical Proposal

Evaluation of **Technical bid** shall be taken up in the following manner:

- 1 Bids would be evaluated by the committee on the basis of scrutiny of the techno-commercial bid by the committee, presentations by bidders and discussions with them.
- 2 Technical bids shall be evaluated based on the following parameters:

S.No.	Criteria	Weightage (in %)
1.	Past Relevant Experience	40
	<ul style="list-style-type: none">• The company should have been incorporated in India for at least ten years• Experience of large scale transformation engagements in at least 3 government/public sector undertakings of value more than INR 80Lakhs• Experience of large scale structuring engagements in at least 3 government/public	

	<p>sector undertakings.</p> <ul style="list-style-type: none"> • Experience of having done at least 5 assessments covering large workforce (preferably government/public sector enterprises) • At least 350+ people strong with offices in Delhi and Chandigarh. • The company should have a turnover of 25 Crores over the past 3 years 	
2.	Understanding of Scope, Approach & Methodology	20
	<ul style="list-style-type: none"> • Understanding of the assignment & objectives • Proposed Approach & Methodology and its applicability to meet objectives • Approach for knowledge transfer and training • Case Studies of similar implementation 	
3.	Profiles of Personnel Constituting Project Team	30
	<p>Engagement Leader</p> <ul style="list-style-type: none"> • Post Graduate in Business Management with over 15 years consulting experience having lead organizations or projects Organization Transformation, Performance Management, Talent Management etc. <p>Engagement Manager</p> <ul style="list-style-type: none"> • Post Graduate in Business Management with over 10 years consulting experience having lead organizations or projects Organization Transformation, Performance Management, Talent Management etc. <p>Team Mix</p> <ul style="list-style-type: none"> • Diverse and qualified team (Mix of doctorates, post graduates etc.) with experience of having done similar projects in the past 	
4.	Presentation	10
	<ul style="list-style-type: none"> • Quality of technical presentation • Presence of representative team members 	

	<ul style="list-style-type: none">• Ability to respond to queries	
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- 3 A Power Point presentation would be made by the representatives of each notified bidder at such time & place as would be notified to the committee of THCPH officers, constituted for evaluation of technical bids. The presentation should focus on the above parameters that would be considered for the purpose of technical evaluation. Special attention shall be paid to the approach, methodology and understanding by the project team.
- 4 For calculating the Technical Score (TS) the individual scores, as per respective weightage, for each of the four parameters mentioned above will be summed up. In order to qualify technically, a proposal must secure a minimum of 70 after summing up. Only those proposals which have a minimum score of 70 will be considered for further evaluation. The technical scores from the Technical Evaluation will be used for the final evaluation.

1.15.2 Evaluation of Financial Proposal

Evaluation of **Price Bids** shall be undertaken in the following manner:

- 1 The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically and commercially acceptable by the committee constituted to evaluate the techno-commercial bids by THCPH.
- 2 Evaluation of price bid shall be taken up to determine the competitive prices of the techno-commercially acceptable bids.
- 3 The quoted prices shall be checked to determine the arithmetical correctness of the same.
- 4 The proposal with lowest total Project Cost (PC) proposed in Form-3 will be designated as L1 and will be awarded a Financial Score of 100.
- 5 Commercial Scores for other technically qualified bidders will be evaluated using the following formula - Financial Score of Bidder (FS) = (PC of L1 / PC of the Bidder) X 100 % (rounded off to 2 decimal places)

THCPH reserves their right to negotiate the quoted price.

1.15.3 Final Evaluation

- a) A composite score shall be calculated for technically qualified bids only. The weight age for the composite evaluation is as described below:
 - i. Technical – 80%
 - ii. Financial – 20%
- b) First three Bidders with the highest final composite score (Final Score = TS*0.8 + FS*0.2) will be called for negotiating the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

1.16 Award of Contract

The Department will notify the successful bidder in writing that its proposal has been accepted. The Consultant will sign the Contract Agreement as per Annexure C within 7 days of the

notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

1.17 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Department, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/ or the Department to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

1.18 Withdrawal of Bid

- 1 The Bidder may withdraw its bid by written notice served on THCPH prior to the closing date for receipt of Bid. In the absence of such notice served on THCPH, prior to the said date, the bid shall not be withdrawn without THCPH's consent.
- 2 The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of Bid with the inner envelopes additionally marked "WITHDRAWAL".
- 3 Following withdrawal of its bid, the Bidder may submit a new bid, provided such new bid is received prior to the expiry of the time appointed for closing of Bid. The new bid shall specifically be marked "NEW BID" on all envelopes.
- 4 Bid may not be withdrawn in the interval between the closing date for receipt of Bid and expiration of the period of bid validity specified by the Bidder in the bid.

1.19 Cost of Tender (non-refundable)

Cost of this tender is Rs. 5000/- in shape of Demand Draft in favour of "Registrar General, Punjab and Haryana High Court" Chandigarh. However, it will be mandatory for the bidder/prospective bidder, who intends to participate in the pre-bid meeting, to deposit the tender cost before pre-bid meeting. If the bidder has not participated in the pre-bid meeting he can deposit tender cost alongwith bid document.

1.20 Earnest Money / Performance Security Deposit

The Bid should also contain Earnest Money Deposit as per details given below, by Demand Draft/pay order of any scheduled bank drawn in favor of "Registrar General, Punjab and

Haryana High Court Chandigarh'. EMD for this project is Rs. 1,00,000/-(Rupees One Lakh only). The Earnest Money Deposit of the unsuccessful bidders will be refunded without any interest after one month from the declaration of L1 bidder. The amount of bid security would be forfeited, in case:

- The Bidder withdraws the bid prior to validity period of the bid;
- The Bidder refuses to accept and sign the contract as specified in this document

In the case of bidders whose bid is accepted for undertaking the work assigned for this tender, the successful bidder will submit a Performance Security deposit, which will be equal to 10% (Ten percent) of the contract price or Rs. 20 lacs, whichever is less. The same would have to be in form of a valid irrevocable Bank Guarantee and will have to be submitted within 7 days from the issuance of the LOI (Letter of Intent). The successful bidder will also submit an acceptance of the LOI within two days from the award of the Contract. Earnest Money Deposit of the successful bidder will be refunded on receipt of Performance Security Deposit from the bidder. Performance Security deposit will be drawn in the name of " Registrar General Punjab and Haryana High Court Chandigarh' valid for the entire contract period.

GENERAL CONTRACT CONDITIONS (GCC)

1.21 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Department shall be final and binding.

1.22 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Department and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

1.23 Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Department. The Consultant shall always support and safeguard the legitimate interests of the Department, in any dealings with the third party. The

Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

1.24 Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Department. The Consultant shall always support and safeguard the legitimate interests of the Department, in any dealings with the third party. The Consultant shall conform to the standards laid down in the RFP in totality.

1.25 Consultant Personnel

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. There are specialized domains of e-Governance mentioned in Section 3 (SOW) and it is desirable from the Consultant to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project.
- b) Ordinarily, the Consultant would not replace its personnel deployed for the assignments. However, the replacement will only be allowed with prior permission of the Department.

1.26 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

1.27 Termination of Contract

The Consultant's association with the Department will terminate in following ways:

- a) The term of Contract expires
- b) Termination of Contract by the Department due to non-performance during the execution of Project
 - i. Performance is below expected level.
 - ii. Non adherence to the timelines of the Project.
 - iii. Quality of work is not satisfactory.

1.28 Termination for Insolvency, Dissolution etc

The Department may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without

compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department.

1.29 Termination for Convenience

The Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

1.30 Force Majeure

- a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Consultant shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.31 Taxes & Duties

All payments due to the consultant will be subject to tax deduction at source as per the prevailing Income Tax Act and other applicable levies as per the rules of the Government of India. The consultant shall be primarily responsible for payment of all taxes payable by consultant.

1.32 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

1.32.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

1.32.2 Resolution of Disputes

In case dispute arising between the Department and the Consultant, which has not been settled amicably, the Consultant can request the Department to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary/ Secretary/ Head of the Department. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

1.33 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated **at Chandigarh**, India only.

2 SCOPE OF WORK

2.1 Introduction

The High Court of Punjab and Haryana was established in the year 1919. The High Court of Punjab and Haryana has 41 district court under its jurisdiction. The High Court carries out the dual responsibility of adjudication and judicial administration across the two states.

Daily there are huge number of cases that are filed and heard and this has kept on increasing year on year. Over the years there has been a continuous increase in the lawyers practicing in the court, judicial officers and support staff. While this has happened, the associated infrastructure i.e. systems, processes, people capability, manpower strength etc. have not kept pace with this increase. While no. of cases disposed in the existing infrastructure has increased, simultaneously arrears have also accumulated in courts across the two states.

The High Court would now like to undertake a Transformation exercise to improve processes, strengthen infrastructure and increase Human capabilities so as to enable speedy disposal of cases, create effective and efficient monitoring systems and optimum utilization of manpower. The aim is to re-look at the overall court operations, put into place a more people friendly interface by increasing transparency, efficiency and affordability and at the same time build internal capabilities and structures to deliver all of this.

This section details the broad activities to be taken up by the consultant who would provide service under the RFP to implement the project of transformation of structure, process, technology and people alignment at the High Court of Punjab and Haryana and courts under its Jurisdiction.

2.2 Project Objectives

The objective of the project is to enable transformation of the administrative functioning of the High Court and all the other courts under its jurisdiction. The focus areas of the intervention will be:

- To realign the entire administrative structure at the High Court of Punjab and Haryana and also the other court under its jurisdiction to enhance operational efficiency and enable speedy delivery of justice
- To realign the administrative operational processes across the High Court of Punjab and Haryana and the other courts under its jurisdiction to support the Judges in enhancing the efficiency of the court.
- To design and implement a holistic people enablement program across the High Court and the other courts under its jurisdiction to build capabilities of the staff and carry out Human Resource function optimization
- To design a robust IT implementation plan to support the structural and the operational changes in the High Court of Punjab and Haryana and the other courts under its jurisdiction
- To support the court in its transformation process across the various initiatives as mentioned above

2.3 Project Overview

- It is envisaged that the project will be administered for the High Court of Punjab and Haryana (Phase Ia Ib) and the second phase (IIa & IIb) will be administered for the other courts under the jurisdiction of the High Court of Punjab and Haryana.
- As a part of the engagement, all objectives of the project will be analyzed for simplifications and the relevance to the High Court of Punjab and Haryana.
- Whenever required, the consultant would organize stakeholder's (Judges, Registrars and other senior staff members) workshops to take the inputs. The consultant will conduct the workshop, prepare presentations and resource material and document the proceedings of the workshops.
- The scope of the work as outlined in this section should be read in conjunction with the High Court's structure, functions & existing IT initiatives. This may not be exhaustive or comprehensive, further functional requirements may be revealed after the field study and interaction of the Consultant with all stakeholders.

2.4 Project Details

The various modules of the engagement are as follows:

Module	Description	Activities	Deliverables
1	Structure alignment	<ul style="list-style-type: none"> ▪ Conduct a visioning workshop with the Chief Justice of the High Court, senior judges and the registrars. ▪ Review the current structure in the high court ▪ Review the reporting structures ▪ Develop the final structure and the transition structure along with transition time lines ▪ Develop the role profiles for the unique roles and the job descriptions 	<ul style="list-style-type: none"> ▪ Structure design criteria for Punjab and Haryana High Court ▪ Final structure recommendations for administrative structure for Punjab & Haryana High Court including <ul style="list-style-type: none"> ○ Branch Reporting structure for HC ○ District Reporting structure for HC ▪ Transition timelines ▪ Role profiles and Job Descriptions for the unique roles for Punjab & Haryana High Court ▪
2	Re Align operational Processes	<ul style="list-style-type: none"> ▪ Remediation plan: ▪ ▪ Identifying the key processes and identifying the gaps present in those processes ▪ Working out remediation option plans for the identified processes to plug gaps ▪ Carry out rationalization process for the identified processes ▪ ▪ Development of revised processes: ▪ ▪ Develop model administrative processes ▪ Link the business processes to role profiles as identified in module 1 	<ul style="list-style-type: none"> ▪ As-Is process Report for all sections ▪ Gap Analysis Report pin pointing process specific bottlenecks and redundancies ▪ Revised Process flows (To-Be), narratives, - ▪ E-solutions which can be adopted to reduce bottlenecks, E-filing structures to increase transparency in different sections (e.g. filing and copying section) ▪ ▪

Module	Description	Activities	Deliverables
		<ul style="list-style-type: none"> ▪ Introduce procedures to increase transparency in different sections ▪ 	
3	IT Technology enablement	<ul style="list-style-type: none"> ▪ Study the existing IT infrastructure(including CIS and Ishico) ▪ Detailing of existing processes, services, procedures and technology used for delivery ▪ Analyze process and classify them as ▪ Processes that can be totally eliminated ▪ Processes that are partially redundant ▪ Processes that are overlapping ▪ Identify non existing but essential processes ▪ Link technology related changes to the role profiles ▪ Design and detail out description, specifications, service levels and target performance of the re-engineered and associated processes ▪ Study and identify the MIS requirements of the various functions and the branches of the High Court and ascertain how IT can be used instead of Conventional Methods: Channels and Media ▪ Design and define service levels and propose design methodology for continuous measurement and real time reporting ▪ Identify and define the scope of legal, regulatory and statutory reforms required to be put in place ▪ Prepare the technology roadmap and blue print ▪ Develop the solution architecture involving all functional, technology and financial blocks of the project to help address CIS/Ishico or ERP like solution which would support all operational 	<ul style="list-style-type: none"> ▪ As is status report ▪ To be process maps ▪ MIS requirement report ▪ Legal changes requirement report ▪ Project management, monitoring and evaluation plan for IA onboarding ▪ RFP and other supporting documents and Bid Management ▪ Study the existing IT infrastructure ▪ Review reports ▪

Module	Description	Activities	Deliverables
		<ul style="list-style-type: none"> processes ▪ Develop project Management, Monitoring and evaluation Plan ▪ Selection of Implementing Agency (IA) ▪ Prepare RFP & related documents required for selecting IA (including ▪ Application software, testing, application training, hardware/ software & networking requirements, data digitization, operations & management, etc) ▪ Prepare contract agreement and service level agreement (SLA) ▪ Manage RFP tendering, evaluating and contract finalization processes ▪ Project management during the project development and implementation phase ▪ Coordinate for user acceptance testing by the various functions in the high court and review user acceptance test results ▪ Conducting audits ▪ Project Appraisal Report measuring the project benefits as against the objectives and goals for pilot 	
4	People Enablement Programs	<ul style="list-style-type: none"> ▪ Design a performance management system for evaluations ▪ Design a technical and behavioural competency framework mapped to each category of staff ▪ Conduct Assessments on employees to ascertain 	<ul style="list-style-type: none"> ▪ Performance management system framework containing: ▪ User Manual ▪ Procedures ▪ Monitoring tools

Module	Description	Activities	Deliverables
		<p>which staff can be trained, which cannot and which should be offered Voluntary Retirement</p> <ul style="list-style-type: none"> ▪ Design training procedures for each category of staff covering: ▪ Training modules covering competencies (Including Video Tutorials) ▪ CIS Training 	<ul style="list-style-type: none"> ▪ Technical and Behavioural Competency Framework mapped to each staff category ▪ Assessment Centers for evaluating staff on Technical and Behavioral Competencies Training Policy which contains ▪ Training procedures ▪ Training Modules(Including Video Tutorials) ▪ CIS Training ▪ User Manual
5	Transformation support	<ul style="list-style-type: none"> ▪ Change Management to support Transformation 	<ul style="list-style-type: none"> ▪ Change Management and Communication Plan

2.5 Timelines & Milestones

The project will be executed in four phases with each phase containing modules as listed above.

Phase	Milestone	Deliverables	Timelines
O	Inception Workshop & Inception Report	Inception Report	4 weeks
Ia	Building Strategies Report	<p>Structure Alignment</p> <ul style="list-style-type: none"> ▪ Structure design criteria for Punjab and Haryana High Court <p>Realign Operational Processes</p> <ul style="list-style-type: none"> ▪ As-Is process Report for all sections ▪ Gap Analysis Report pin pointing process specific bottlenecks and redundancies <p>IT Technology enablement</p> <ul style="list-style-type: none"> ▪ To be process maps ▪ MIS requirement report ▪ Legal changes requirement report ▪ Study the existing IT infrastructure ▪ Review reports <p>People Enablement Programs</p> <ul style="list-style-type: none"> ▪ Performance management system framework ▪ Technical and Behavioural Competency Framework mapped to each staff category ▪ Training Policy which contains Training procedures <p>Change Management</p> <ul style="list-style-type: none"> ▪ Change management and communication plan 	6 weeks
Ia	Design	<p>Structure Alignment</p> <ul style="list-style-type: none"> ▪ Final structure recommendations for administrative structure for Punjab & Haryana High Court including <ul style="list-style-type: none"> ○ Branch Reporting 	10 weeks

		<ul style="list-style-type: none"> structure for HC <ul style="list-style-type: none"> o District Reporting structure for HC ▪ Transition timelines ▪ Role profiles and Job Descriptions for the unique roles for Punjab & Haryana High Court <p>Realign Operational Processes</p> <ul style="list-style-type: none"> ▪ Performance management system framework with : <ul style="list-style-type: none"> o User Manual o Procedures o Monitoring tools ▪ Training Policy which contains <ul style="list-style-type: none"> o Training procedures <p>IT Technology enablement</p> <ul style="list-style-type: none"> ▪ To be process maps ▪ MIS requirement report ▪ Project management, monitoring and evaluation plan for IA on boarding <p>People Enablement Programs</p> <ul style="list-style-type: none"> ▪ Performance management system framework containing: <ul style="list-style-type: none"> o User Manual o Procedures o Monitoring tools ▪ Assessment Centers for evaluating staff on Technical and Behavioral Competencies Training Policy which contains <ul style="list-style-type: none"> o Training procedures o Training Modules(Including Video Tutorials) o CIS Training o User Manual <p>Change Management Change management & communication plan progress</p>	
Ib	Implementation	<p>IT Technology enablement</p> <ul style="list-style-type: none"> ▪ RFP and other supporting documents and Bid Management 	12 weeks

		Change Management Change management & communication plan progress	
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2.6 Schedule of Payment

S. No.	Deliverable	Schedule of Payment
1	Inception Workshop & Inception Report	10%
2	Building Strategies Report	30%
3	Design	40%
4	Implementation	20%

2.7 Roles & Responsibilities of the Consultant

- a. Consultant will work in close coordination with the High court for this project.
- b. Consultant will carry out the activities as indicated in Section 3 of this document and submit all the mentioned deliverables within the stipulated time-frame.
- c. Consultant will ensure that the time lines will be adhered to.
- d. Consultant will make the best effort to ensure that the quality of deliverables meets the expectations.
- e. The deliverables will be accepted only if they confirm to the specifications as laid down in this Scope of Work. Deliverables of the consultant will be considered to have been formally accepted only after the point of contact in the high court communicates so in writing.
- f. Any queries regarding the deliverables will have to be answered by the Consultant within 5 working days.
- g. The consultant will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment.
- h. The consultant will conduct the workshop, prepare presentations and resource material and document the proceedings of the workshop.
- i. Consultant shall organize weekly/fortnightly review meetings to review functionality issues and progress of work. The frequency of meetings will be intimated by the consultant in consideration of requirements in the interest of the project.

2.8 Roles & Responsibilities of the High Court

- a. An evaluation committee by High Court will be set up.
- b. The committee will award contract to the selected Project Consultant based on set evaluation criteria.
- c. The committee will provide close tie-ups with the stakeholders in the project, to provide commitment and support, help to bring-in the process changes and overall guidance to the project.
- d. The committee will identify the point of contact in the court ensuring complete involvement of the Project
- e. Champion from start to the finish of the project.
- f. Providing sign-offs for the deliverables.
- g. Release payments subject to bills/ invoice and supporting documents being in order.

3 Proposal Formats

The Department invites the Proposals from Consultants for execution of automation and e-Governance project in the Department. The selection of Consultant would be done by examining the Eligibility Qualification of the bidders as per their Pre-Qualification, Technical and Commercial Proposals submitted under the RFP. Following are the proposal formats to be used by the bidders for submitting their Proposals for selection as Consultant under the RFP.

S. No.	Form	Description
1.	Form-1a	Covering Letter
2.	Technical Form-2a	Past Relevant Experience
3.	Technical Form-2b	Approach and Methodology
4.	Technical Form-2c	Profiles of Personnel Constituting Project Team
5.	Technical Form-2d	Work Plan
6.	Form-3	Financial Bid

[Note: Italicized comments in rectangular brackets have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]

Form-1a: Covering Letter requesting selection
as Consultant

Date:

Ref. No.:

[Bidders are required to submit the covering letter as given herein on their letterhead]

To,
The Registrar General,
The High Court of Punjab & Haryana

Sub: Proposal for selection as Consultant for undertaking transformation exercise

Dear Sir,

- 1 We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as Consultant for undertaking transformation exercise, in full conformity with the said RFP.
- 2 We have read the all the provisions of RFP and confirm that these are acceptable to us.
- 3 We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 4 We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 6 months from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5 Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- 6 We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7 We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Signature.....
In the capacity of.....
Duly authorised to sign Proposal for
And on behalf of.....
Date..... **Place**.....

Form-2a: Past Relevant Experience

[Bidders are required to provide details of relevant experiences in the format give below, highlighting experience of undertaking similar transformation exercise]

S. No.	Particular	Details
1.	Name of Project	
2.	Name of Client	
3.	Address of Client	
4.	Contact Person Name & Mobile/ Telephone	
5.	Value of Consultancy Work	
6.	Start & End Date	From: To:
7.	Project Timelines/ Duration (in months)	
8.	No. of personnel man-months provided by the Consultant	
9.	Name of key team personnel involved and functions performed by them	
10.	Brief narrative description of Project	

Form-2b: Profiles of Personnel Constituting Project Team

[Bidders are required to provide the profiles of personnel/ core project team members who will be involved in the assignments (having relevant experiences) as per format given below. Use separate sheet for each citation. Each citation should be signed by the respective staff themselves or by authorized signatory]

S. No.	Particular	Details
1.	Name	
2.	Designation	
3.	Date of Birth	
4.	Nationality	
5.	Qualifications	
6.	Total years of experience	
7.	Employment Record	
8.	Experience Relevant to this assignment	
<p>I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>[Signature of staff member or authorized signatory on behalf of.....]</p> <p>Date..... Place.....</p>		

Form-2c: Approach & Methodology

[Based on the broad areas of work outlined in the RFP and bidder's own experiences, bidders are required to provide details of bidder's understanding regarding the below mentioned areas. The details on these areas must be precise, coherent and complete.]

1.	Requirements of the assignment and activities of work involved as Consultant for undertaking the transformation exercise
2.	Approach & methodology intended to be adopted to address the requirements

Form-2d: Work Plan

[Bidders are required to provide a detailed work plan reflecting each milestone, deliverable and related task to ensure that the work is completed in time. The proposed work plan should reflect the activities/ tasks of the methodology proposed, showing a good understanding of the assignments to be undertaken and ability to translate them into feasible working plan]

1. Module name – Defined Timeline		
S. No.	Activity	Time Frame / Weekly Plan
1.		
2.		
3.		

Form-3: Financial Bid

[To be submitted by the bidder as per the format given below in a separate sealed cover]

Date:

Ref. No.:

Particulars	Value (INR) in figure	Value (INR) in words
A. Cost of Project Consultancy including out of pocket expenses		
B. All Taxes and other duties		
Total Project Cost (A + B)		

Note:

The commercial figure quoted will be an all-inclusive figure – inclusive of out-of pocket expenses and all taxes, duties, etc payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial proposal will be treated as invalid. If there is a government change in taxes during the execution of the project, the same shall be considered

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]

Name of Firm:

Address: