



**HIGH COURT OF MANIPUR**

**HCM/E-43/2016Estt./Pt.-I/Vol.-III, Dated: 08/12/2016.**

Procurement of **Information KIOSK** for the Sub-ordinate Courts in Manipur State Judiciary

**Office of the Registrar General,  
High Court of Manipur,  
Mantripukhri, Imphal – 795002.**

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## 1. INTRODUCTION

The High Court of Manipur intends to procure **Information KIOSK** for Sub-ordinate Courts in the State of Manipur, in implementation of Phase-II of eCourts project under the e-Committee, Hon'ble Supreme Court of India.

## 2. QUANTITY

Information KIOSK –7

The total requirement of quantity mentioned above to be Supplied, Installed, Configured and Commissioned in the Sub-ordinate Courts in the State as per in **Annexure-1**.

**SPECIFICATION OF** Information KIOSK is at **Annexure-2**, approved by the eCommittee, Hon'ble Supreme Court of India. In case of any clarifications/queries, interpretation of Technical Specifications by e-Committee, Hon'ble Supreme Court of India is final.

## 3. SCOPE OF WORK

**4a) Supply, Install, Configure and Commissioning:** Information KIOSK as per specifications in **Annexure-2** with onsite comprehensive warranty for 5(five) Years including all the Hardware parts and Software, except toner cartridge with onsite support all that are being supplied by the vendor.

**4a) Supply, Install, Configure and Commissioning:** Information KIOSK as per specification in **Annexure-2**, with onsite comprehensive warranty for 5 (five) years including all the Hardware parts and Software with onsite support all that are being supplied by the vendor.

**4b) Installation & Working satisfactory reports to be collected from the Court Locations:** The Successful Bidder, shall supply Information KIOSK as per the specifications referred in **clause 3**, after Supply, Installation, Configure and Commissioning of Information KIOSK at respective Court Locations, the successful bidder shall collect the reports – **(i)** Proof of Delivery, **(ii)** Installation Certificate, **(iii)** Working Satisfactory Certificate and **(iv)** Measurement Certificate – Actual length of Power Cabling with Sockets, casing & capping from the nearest Power Source and Actual length of Data Cabling from nearest Data Source, with end to end integration - within 7 (Seven) working days from the date of installation duly signed, with seal/court seal by the senior most Judicial Officer of the court location and Technical Person, if any, of respective District Court with a proper documentation. This Power cabling with sockets, casing, capping and Data cable with casing, capping, crimping end to end integration is part of the job work. This is required for further process of auditing, payment, lodging the complaints etc.

The Information Kiosks shall first be delivered at the High Court of Manipur at Mantripukhri as transit point. The hardware shall then be checked and tested in the High Court Premise in presence of High Court technicians. If no defects are found, the vendor shall deliver the said hardware to the respective court complexes as given at Annx. 1 for installation.

**4c) Payment Processing:** Only on production of such certificates as mentioned above with a proper documentation of the successful bidder, the payment shall be processed by the High Court of Manipur.

**4d) Information Sharing:** Court Location wise supplied items description, make model, items serial numbers, Date of Installation, Date of warranty Start and Date of Warranty end & Escalation Matrix are to be furnished to the High Court of Manipur in excel sheet.

## 5. QUALIFICATIONS CRITERIA

The bidder shall possess the following qualifications as minimum conditions:

- a) Technical Specifications - Compliance sheet is to be Filled/Enclosed in column 4 of **Annexure 2**.
- b) The bidder should have a turn over of at least Rs. 25 lakh per year from dealing with IT products in the last three years i.e. for the year 2014, 2015 & 2016.

Bidders having experience in installation of Kiosk may be preferred. **Turnover Information** and documentary evidence to support this response shall be attached as per **Annexure-3**.

- c) The successful bidder should be a manufacturer or an authorized dealer and shall submit **Manufacturer Authorized Form (MAF)** as per **Annexure-4**.
- d) Experience in relevant area is to be summarized and enclosed as per – **Annexure-5**.
- e) Financials is to be indicated in the format at **Annexure-6** inclusive of All Taxes, Levies, freight, forwarding, other expenses, etc. Conditional price bid would not be acceptable to tendering authority.

f) **Note:**

- (1). Uploading of **Annexure-1 and Annexure-7** is NOT required.
- (2). Uploading of **Annexure-2, Annexure-3, Annexure-4, Annexure-5 and Annexure-6** is mandatory.

## **6. PERIOD OF WARRANTY**

- a) The warranty shall be for a period of 5 (Five) Years with comprehensive onsite support for all the Hardware parts and Software except toner cartridge.
- b) If additional period of warranty is provided by the vendor at the same cost, that will be an added advantage.

**7. EARNEST MONEY DEPOSIT (EMD):** Each bidder shall pay Rs. **38,000/- (Rupees Thirty Eight Thousand Only)** as the Earnest Money Deposit in the form of demand draft. The demand draft should be drawn on a nationalized/scheduled bank valid for minimum 180 days and in favour of “CPC, Central Project Coordinator, High Court of Manipur” payable at Imphal. The tender without the EMD would be rejected outright.

## **8. PERIOD OF RATE CONTRACT**

This rate contract shall be valid for a period of **24 (Twenty Four) months** from the date of entering into the agreement. High Court of Manipur reserves the right to place orders for additional quantities as and when required during this period.

## **9. RESPONSIBILITY OF THE SUCCESSFUL BIDDER**

The responsibilities of the Successful bidder are as follows:

- a) Supply, Install, Configure and Commissioning the Information KIOSK as per **Annexure-2**.
- b) Comprehensive onsite maintenance for 5(five) years including all the Hardware and Software that are going to be supplied by the vendor as in **clause 6** for period of warranty.
- c) An agreement has to be executed in this behalf in the form approved by the High Court of Manipur. – Draft **Service Level Agreement(SLA)** is at **Annexure-7**. (Subject to final approval by the High Court of Manipur).

## 10. OTHER TERMS OF CONTRACT

- 10.1) Quote:** The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying, installing, commissioning, freight & forwarding. Any Change in the quoted price is not allowed after the submission of the bid.
- 10.2) Licenses:** All licenses should be in the name of the “Registrar General, High Court of Manipur, Imphal”.
- 10.3) Performance Bank Guarantee(PBG):** The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee for an amount equivalent to 10% of total price as quoted in the financial bid within 15 days of issue of purchase order valid for the period of contract + 1 month. Else, EMD amount would be forfeited.
- 10.4) Unresponsive Bids:** Bids with incomplete documentation may be treated as non-responsive and summarily be rejected. Bidders are hereby directed to ensure that all documentation/supporting documentation including documentary evidences in support of qualification criteria, testimonials etc., are complete and submitted as part of the Bid.
- 10.5) Award of Contract:** The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid. The decision of High Court of Manipur is final in this regard.
- 10.6) Reports:** Reports to be collected from the Court Locations by the successful bidder – After Supply, Installation, Configure and Commissioning of Information KIOSK at respective Court Locations, the successful bidder shall collect the reports as contemplated in **Clause 4(b)** of tender notification document.
- 10.7) Payment to Successful Bidder:** The payment terms shall be as follows: -
- (i) Payment shall be processed in full on receipt of the installation report and working satisfactory report as referred in **clause 4(b)** and **clause 10.6** of the tender notification document.
  - (ii) High Court of Manipur is entitled to make recoveries of penalties, excess payment and applicable taxes from bidder’s bill if lawfully needed.
- 10.8) Penalty for delivery and installation:** If successful bidder fails to supply and install the Information KIOSK within **30 (Thirty) days** from the date of award of contract, a penalty of 1% of the total cost of the Information KIOSK per week (maximum 2 weeks) of that location will be charged and deducted from the amount payable to bidder. For supplies and installation beyond 2 (Two) weeks, penalty of 2% per week will be charged until the delivery & installation is complete.

**10.9) Termination of contract:** High Court of Manipur reserves the right to cancel the contract placed on the bidder if:

- a) The bidder commits breach of any of the terms and conditions.
- b) The bidder goes in to liquidation voluntarily or otherwise.
- c) The service is found unsatisfactory during the warranty period.

**10.10) The Earnest Money Deposit (EMD):** may be forfeited:

- a) If the bidder withdraws its bid during the period of bid validity.

OR

- b) In case of successful bidder, if the bidder fails to sign the contract and furnish the Performance Bank Guarantee (PBG) as per **clause 10.3** from the date of the order.

**10.11) Unsuccessful bidder's Earnest Money Deposit (EMD):** will be discharged as early as possible.

**10.12) Successful bidder's Earnest Money Deposit (EMD):** will be discharged upon the bidder furnishing the Performance Bank Guarantee (PBG) as per **clause 10.3** along with all other compliances of Supply, Installation, Configure and commissioning etc.

**10.13) Site not ready:** In case it is found that, the site is not ready for delivery and installation, Office of the District Judge of concerned District/Presiding Officer of Tribunal or Special Court concerned will make arrangements to take material into stock, test the items and certify for further needful steps.

**10.14) Variation in Quantity:** The quantity of items to be procured is indicative & the same may vary +/- 25%.

**10.15) Service Centre of the Bidder:** Bidder should have at-least one authorized Service Centre in the State of Manipur and the same shall be furnished to this office at any time on demand. In case the Bidder does not have one, the bidder will have to open/arrange a Service Center within one month of the issue of the Purchase Order.

**10.16) The bidder should not be blacklisted:** by Central Government / Government of Manipur/any Other State Government/UT or its agencies for any reasons including for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work.

**10.17) Pending Judicial Case:** Neither the bidder nor the OEM should have any pending case with Central/State/UT pertaining to fraud/any corrupt

practices in India.

**10.18) Technical Manuals:** All equipments will have to be supplied with all the detailed operational & maintenance manuals and software drivers at free of cost.

**10.19) Currency Rate Variation:** High Court of Manipur is not responsible for variation in foreign currency exchange rates.

**10.20) Validity of the Bid:** The bid validity is 180 days from the date of opening the Technical Bid.

**10.21) Legal Jurisdiction:** All legal disputes are subject to the jurisdiction of High Court of Manipur only.

#### **11. SUBMISSION, RECEIPT, AND OPENING OF BIDS TIME LINES:**

**a) Submission:** The original proposal shall be prepared and uploaded in the e-procurement portal of Government of Manipur namely *manipur tenders.gov.in*. The completed price bid must be uploaded on or before the due date.

#### **b) Last Date for Bid Submission:**

The last date for bid submission through e-procurement portal and the date of opening of tenders will be as mentioned below:

**a) LAST DATE FOR SUBMISSION OF BIDS: 04-01-2017 @ 10:00 am**

**b) DATE FOR OPENING OF BIDS: 04.01.2017 @ 11:00 am**

**c) Date of opening of Financial Bids of Technically Qualified Bidders: Within 3(three) days from the date of declaring technically qualified bids.**

**12. BID FORMAT:** The tender is a two bid cover system. Technical Bid and Financial bids are to be submitted separately in e-Procurement portal. The formats for bid evaluations are enclosed at **Annexures 2, 3, 4, 5 & 6.**

After technically qualified bids, Financial bids will be opened. Financial bids shall quote all-inclusive price (i.e. price inclusive of all taxes and all other levies, Supply, Install, Configure and Commissioning, freight & forwarding expenses, Power cabling and data cabling & integration etc.) for supply, delivery and installation of the Information KIOSK and this price quoted

shall clearly be mentioned about the total price, all taxes, freight-forwarding supply, installation, configuring, commissioning and others if any.

**(a) Technical bids shall include format Annexures 2, 3, 4 and 5.**

**(b) Financial bid shall be submitted in the format as mentioned in Annexure-6.**

- 13. PRICE BID EVALUATION:** The Technical bid will be opened as scheduled **clause 11(b)** in e-Procurement portal. Further financial bids of technically qualified bidders will be opened in e-portal as per the schedule in **clause 11(b)-(c)**. The Contract will be awarded to the successful Bidder, whose Bid has been determined to be substantially responsive by the High Court of Manipur and has been determined as the Best Value Bid.
14. HIGH COURT OF MANIPUR will not be liable or responsible for any delays due to postal/online failure or other reasons.
15. HIGH COURT OF MANIPUR reserves the right to cancel the tender, without assigning any reasons and also the right to change the quantity as per its requirements.

(Yumkham Rother)  
Joint Registrar(Judl. & Bench)  
Secretary, e-tender Committee, HCM



## Annexure – 1

### STATEMENT SHOWING THE NO.OF INFORMATION KIOSK TO BE ALLOTTED TO THE RESPECTIVE DISTRICTS OF THE SUB-ORDINATE COURTS IN THE STATE OF MANIPUR

Sl. No.	Court	Court Complex	Kiosk
1	District & Session Court, Imphal East	Cheirap Courts complex, Uripok, Imphal West	1
2	District & Session Court, Imphal West		
3	CJM, Imphal West		
4	Family Court, Manipur	Lamphel Courts Complex, Imphal West	1
5	ND&PS, Manipur		
6	FTC, Manipur East		
7	FTC, Manipur West		
8	Civil Judge(Sr.Div), Imphal East		
9	Civil Judge(Sr.Div), Imphal West		
10	CJM, Imphal East		
11	Civil Judge(Jr.Div), Imphal East		
12	Civil Judge(Jr.Div)/JMFC, Imphal West-I		
13	Civil Judge(Jr.Div)/JMFC, Imphal West-II		
14	CJM, Tamenglong		
15	DJ Ukhrul	DJ Ukhrul Complex, Phungreitang, Ukhrul District	1
16	District & Session Court, Thoubal	Thoubal Courts Complex, Thoubal District	1
17	CJM/Civil Judge(Sr.Div), Thoubal		
18	Civil Judge(Jr.Div)/JMFC, Thoubal		
19	District & Session Court, Bishnupur	Bishnupur Courts Complex, near Bishnupur Police Station	1
20	CJM/Civil Judge(Sr.Div), Bishnupur		
21	Civil Judge(Jr.Div)/JMFC, Bishnupur		
22	District & Session Court, Churachandpur	Churachandpur Courts Complex, Tuibong near S.P. Churachandpur Office	1
23	CJM/Civil Judge(Sr.Div), Churachandpur		
24	Civil Judge(Jr.Div)/JMFC, Churachandpur		
25	DJ Senapati	Senapati DJ Court Complex near D.C. Senapati Office	1
<b>TOTAL</b>			<b>7</b>

*[All hardware to be first delivered and tested at the High Court Premise. Hardware]*

**Annexure-2**

**STATEMENT SHOWING THE SPECIFICATION OF INFORMATION KIOSK.**

<b>SPECIFICATION OF INFORMATION KIOSK &amp; BIDDERS COMPLIANCE SHEET</b>			
<b>Sl. No.</b>	<b>Specifications</b>	<b>Description</b>	<b>Bidders Compliance Remarks</b>
1	Make & Model	(exact details to be provided by the bidder with its official brochure)	
2	Type/Mounting	Wall Mount or Pedestal	
3	Construction Base	The Kiosk shall be wall mounted with permanent and screw less chassis or pedestal. The enclosure shall be of minimum 1.6 mm. thick CRCA steel, polymer powder coated designed to work in harsh conditions. The design shall be vandal resistant. Design must be sleek and attractive.	
4	<b>Display Type:</b>		
	<b>(a) Type</b>	Colour LED HD wide Screen Backlit LED Anti Glare Display	
	<b>(b)Size</b>	Capacitive Touch Screen with 21" (HD Resolution) with TC06 Certification	
	<b>(c) Touch Screen</b>	APR/SAW Type with 3 mm or higher anti glare & overlay tempered vandal resistant glass	
	<b>(d) LCD Touch Panel</b>	Minimum 250 CD/m2 (NITS) brightness or better	
5	<b>System Details</b>		
	<b>(a) Processor</b>	Minimum Intel Core i3 equivalent with 2.6 Ghz or Higher	
	<b>(b) Memory (RAM)</b>	4 GB, DDR -3 expandable to 8 GB	
	<b>(c) Optical Device Drive</b>	Provision to connect external CD/DVD ROM	
	<b>(d) HDD/ Storage</b>	Integrated Dual Port SATA Controller HDD 500 GB 7200 RPM or more	
	<b>(e) Operating System</b>	UBUNTU 14.04	
6	Ethernet	Integrated Gigabit Ethernet Controller with IPv6 complaint	
7	Other Ports	RJ45, VGA/HDMI/Display Port out	
8	Wireless	IEEE 802.11 or Higher	
9	USB Ports	2 X USB 2.0, 1 X USB 3.0	
10	Power Supply	Optimum Wattage SMPS to support full use of System	
11	Cooling	Suitable no. of fans to be provided inside the chasis	

12	UPS	Inbuilt UPS 600 VA with 30 minutes backup on full load at 0-6 PF	
13	Warranty	On site Comprehensive support and Warranty for 5 years	
	<b>Note: Whole of the above configuration should be read as the same, equivalent or better/more.</b>		

**Annexure – 3**

**Format for Turnover information**

Total turnover of the bidder during the preceding 3 years:

<b>Financial year</b>	<b>Turnover in INR (Rs. In Lakhs)</b>
2013-14	
2014-15	
2015-16	

**Annexure -4**

**MAF (Manufacturer Authorization Form)**

Date:

**Ref Number: HCM/E-9/2016 dated: 07/12/2016.**

**To:**

**The Registrar General,  
High Court of Manipur,  
Imphal.**

**e-mail: cpc-mnp@aij.gov.in**

Dear Sir/Madam,

**SUB: Supply, Install the Information KIOSK in the Sub-Ordinate Courts of Manipur.**

We authorize M/s **XYZ Limited, Imphal** to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

*We hereby extend our full guarantee and warranty as per terms and conditions of the tender and or the contract for the equipment and services offered against this invitation for tender offer by the M/s **XYZ Limited, Imphal.***

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or the period of contract.

Yours Faithfully,

**Annexure - 5**

**Experience Statement**

Experience in the relevant areas with the clients (Attach separate statement)

<b>Sl. No.</b>	<b>Year</b>	<b>Name of the client organization</b>	<b>Scope of the work</b>	<b>Value of the work (in Rs. lakhs)</b>
1	2013-14			
2	2014-15			
3	2015-16			

**(Please attach the relevant certification from the Client Organization along with a certified copy of the Purchase order)**

## Annexure – 6

### **Financial Bid Format for the Information KIOSK.**

<b>Sl. No.</b>	<b>Description</b>	<b>Make and Model of the Unit</b>	<b>Quantity</b>	<b>Rate per unit in INR. (Inclusive all taxes and expenses)</b>	<b>Total Cost (in INR)</b>
<b>1</b>	Supply, Install, Configure & Commissioning of the Information KIOSK. <b>(Annexure-2)</b>		7 <b><u>Annexure-1</u></b>		
<b>2</b>	Includes end to end integration of Power cabling, casing, capping with sockets per meter for Sl.No.1 above.		1 meter.		
<b>3</b>	Includes end to end integration of Data/Video cabling with casing, capping, crimping - per meter for Sl.No.1 above..		1 meter.		
<b>Total</b>					

The **Total Price** - Sl.No.1 of above Financial bid inclusive of all taxes & expenses for 5(Five) years on-site maintenance & support will be taken as the basis for evaluation of Financial bids.

Sl.No.2 and Sl.No.3 of above is for to identify cost per meter of Power Cabling and Data cabling for **Annexure-2** & actual quantity in meters for individual site location will be evaluated as per **clause 4(b)** – and **clause 4(b) (iv)** Measurement Certificate for Power & Data Cabling integration of this tender notification document for payment purpose.

## ANNEXURE-7

### Service Level Agreement (SLA)- (Template/Model).

**THIS AGREEMENT** executed on this day of \_\_\_\_\_ between the High Court of \_\_\_\_\_ Manipur, represented by its Joint Registrar (Judicial) presently Sri \_\_\_\_\_ AND \_\_\_\_\_ Co., represented by its Authorized Signatory Sri 'X' which expression shall include unless the context otherwise requires its successors and permitted assigns.

Whereas the High Court of Manipur vide orders dated \_\_\_\_\_, after processing in Tender Notification No : \_\_\_\_\_ had issued purchase order for purchase :-

Information KIOSK – **7 Nos.**

- to be supplied to the Courts in the Manipur State Judiciary listed in the vide Tender Notification No. \_\_\_\_\_ and as per the recommendations of the Hon'ble High Court of Manipur, in its meeting dated: \_\_\_\_\_, the bid proposed for supply of Information KIOSK 7 Nos. by the company is accepted by the High Court of Manipur and the purchase order is placed with the seller to supply and install Information KIOSK in the respective locations as per in **Annexure-1** with 5(five) years of comprehensive warranty with onsite support as per **clause 9(b)** of the tender notification document.

Further as per **clause 8** of the tender notification document, the rate contract agreement is valid for a period of 24(twenty four) months from the date of agreement and High Court of Manipur reserves the right to place orders with the SELLER, to Supply, Install, Configure and Commissioning Information KIOSK at the rate agreed upon. Therefore, as per the terms of the tender document and as per the recommendations of Hon'ble High Court of Manipur, by its Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_

requested the SELLER for Supply, Install, Configure and Commissioning Information KIOSK to the respective Districts of the Subordinate Courts in the State of Manipur as per the **Annexure-1.**



**1. Now this agreement WITNESSTH AS FOLLOWS**

In consideration of the agreed price, the SELLER hereby agrees to Sell, Supply, Install, Configure and Commissioning of Information KIOSK 7 Nos. of the required specifications and the High Court of Manipur agrees to purchase the same on the following terms and conditions.

**2. QUANTITY AND PRICE**

The price for : Information KIOSK shall be as follows:

**Annexure – 6 - Financial Bid Format for the Information KIOSK.**

<b>Sl. No.</b>	<b>Description</b>	<b>Make and Model of the Unit</b>	<b>Quantity</b>	<b>Rate per unit in INR. (Inclusive all taxes and expenses)</b>	<b>Total Cost (in INR)</b>
<b>1</b>	Supply, Install, Configure & Commissioning of the Information KIOSK. <b>(Annexure-2)</b>		7 <b><u>Annexure-1</u></b>		
<b>2</b>	Power cabling end to end integration Price per meter:- Casing, Cabling, Capping, Crimping with Power Sockets for Sl.No.1 above.		1 meter.		
<b>3</b>	Data/Video Cabling end to end integration Price per meter:- Casing, Cabling, Capping, Crimping with I/O Box- for Sl.No.1 above.		1 meter.		
<b>Total</b>					

The **Total Price** - Sl.No.1 of above Financial bid inclusive of all taxes & expenses for 5(Five) years on-site maintenance & support will be taken as the basis for evaluation of Financial bids.

Sl.No.2 and Sl.No.3 of above is for to identify cost per meter of Power Cabling and Data cabling for **Annexure-2** & actual quantity in meters for individual site location will be evaluated as per **clause 4(b)** – and **clause 4(b) (iv)** Measurement Certificate for Power & Data Cabling integration of this tender notification document for payment purpose.

**2.2** The Price quoted has to be inclusive of all the taxes, excise duty, statutory levies, freight and forwarding charges, transit insurance charges for packing at place of manufacture, accessories fixing and installation, supplying, configuring and commissioning charges etc. from the place of manufacture to supply to the respective Districts/Talukas of the Subordinate Courts in the State. The rates quoted are the final landing price inclusive of all taxes, packing freight, forwarding charges and other expenses. etc.,

### **3. Supply, Install, Configure and Commissioning**

**3a)** Reports to be collected from the court locations: – The SELLER, shall supply

- Information KIOSK – 7 Nos

as per the specifications, after Supply, Install, Configure and commissioning of Information KIOSK at respective court locations as per **clause 4(b)** of the tender notification.

**3b)** Only on production of such certificates mentioned above with a proper documentation, the payment shall be processed by the High Court of Manipur.

**3c)** It is specifically agreed upon that the SELLER would complete his obligation as at **clause 3(a)** above of this agreement within **30(thirty) days** from the date of purchase order.

**3d)** After Supply, Install, Configure and commissioning with the existing machines, model, serial numbers and date of installation, date warranty start and date end of warranty period of supplied machines, escalation matrix, as per list as per **Annexure-1** is to be furnished to High Court of Manipur, Imphal in excel sheet.

**3e)** SELLER shall supply the said materials of high standard and good quality.

**3f)** SELLER shall carry out installation and complete the execution of the project without any undue delay, without causing disturbance to the routine activity of all the court locations and ensure smooth functioning of the Information KIOSK. All expenses in this regard is to be borne by the said firm.

**3g)** SELLER shall carry out the installation without causing disturbance to normal work of the courts.

#### **4. WARRANTY**

**4a)** The warranty is for a period of 5(five) years with comprehensive onsite support for all the Hardware parts and Software as per the tender **clause 6** and **clause 9(b)** of tender notification document.

**4b)** Information of Make, Model, Serial number and escalation Matrix of service calls and start of warranty date and end of warranty date, escalation matrix is to be printed and affixed on every device supplied.

**4c)** SELLER has also agreed to furnish Performance Bank Guarantee (PBG) in the in the format approved by the High Court of Manipur for the amount equivalent to 10% of the project cost to be in force till expiry of warranty period + 1 month.

**4d)** The warranty shall include:

- (i) Attending & rectifying to break down calls and identifying the reason for break down.
- (ii) Replacement of defective/failed parts by supplying the new spares, free of cost and bring the Information KIOSK back to normal and regular working condition.
- (iii) Steps will be taken by the bidder to bring back the faulty unit back to working condition within the stipulated time as in **clause (5)** on corrective maintenance of this agreement.

## **5. MAINTENANCE OF** Information KIOSK.

### **CORRECTIVE MAINTENANCE:**

SELLER, undertakes to attend to any complaints relating to the Information KIOSK within 48 hours for valley districts and 3 days for hill districts during the period of warranty. Corrective maintenance to bring back the device to up and in working condition, failing which the seller is liable for penalty as described in **clause 8(b)** and **clause 9(b)** of this agreement (SLA).

## **6. PAYMENT**

The process for payment will be initiated only after getting the Reports as contemplated in tender **clause 4(b) of the tender form**. Payment shall be made in full on receipt of the installation report and working satisfactory report with duly signed, seal/court seal by the senior most Judicial Officer of the court location and Technical Person of the concerned district for supplied materials Information KIOSK as per locations list at **Annexure-1** and Financials at **Annexure-6**. High Court of Manipur is entitled to make recoveries of penalties, excess payment and applicable taxes from bidder's bill if lawfully needed.

**7. ESCALATION MATRIX** including service representative at every district head quarters is to be provided by the vendor.

## **8. PENALTY FOR DELAY IN DELIVERY:**

**8a) Material Delivery:** If successful bidder fails to supply and install the Information KIOSK **within 30(thirty) days** from the date of award of contract, a penalty of 1% of the total cost of the Information KIOSK per week (maximum 2 weeks) of that location will be charged and deducted from the amount payable to bidder. For supplies and installation beyond the stipulated period, additional penalty of 2% per week will be charged until the delivery & installation is complete.

**8b) Service Delivery:** Penalty for delay in attending the service calls on Information KIOSK in time, will be levied at a rate of **Rs.100/- (Hundred Rupees) per each of the Information KIOSK for each day**.

## 9. BREACH

**9a)** In the event of the SELLER fails to perform his obligation as contemplated under **clause 4(b)** of this tender and **clause 8(a)** above in the agreement, the High Court of Manipur is at liberty to cancel this contract and to remove from the SELLER the damage incurred and also at liberty to impose penalty at 1% per week on the total purchase value of the Information KIOSK and the High Court of Manipur shall recover the penalty out of the payment to be made from out of the PBG furnished by the seller.

**9b)** In the event SELLER failing to attend to any complaints during the warranty period or not attending to the same within 48 hours for valley districts and 3 days for hill districts, as contemplated in the **clause 5** and **clause 8(b)** of this agreement (SLA), the High Court of Manipur is at liberty to get the fault/defect/failure attending to by any third agency and realize the cost incurred in that behalf by enforcing the Performance Bank Guarantee (PBG) furnished by the Seller and further black list the seller.

## 10. OTHER TERMS OF CONTRACT

**10.1) Quote:** The bids quoted are in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying, installing, configuring, commissioning, freight & forwarding. Any Change in the quoted price is not allowed.

**10.2) Licenses:** All licenses shall be in the name of the “Registrar General, High Court of Manipur, Imphal”.

**10.3) Performance Bank Guarantee (PBG):** The successful bidder is required to furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 10% of total price as quoted in the Financial bid within 15 days of issue of purchase order valid for the period of contract + 1 month. Else, EMD amount would be forfeited.

**10.4) Reports:** Reports to be collected from the Court Locations by the successful bidder – After Supply, Install, Configure and Commissioning of Information KIOSK at respective Court Locations, the successful bidder shall collect the reports as per **clause 4(b)** of the tender notification.

**10.5) Payment to Successful Bidder:** The payment terms shall be as follows: -

- (i) Payment shall be processed in full on receipt of the installation report and working satisfactory report as referred in **clause 4(b)** and **clause 10.6** of

tender notification document.

(ii) High Court of Manipur is entitled to make recoveries of penalties, excess payment and applicable taxes from bidder's bill if lawfully needed.

**10.6) Termination of contract:** High Court of Manipur reserves the right to cancel the contract placed on the bidder if:

- 1 The bidder commits breach of any of the terms and conditions.
- 2 The bidder goes in to liquidation voluntarily or otherwise.
- 3 The service is found unsatisfactory during the warranty period.

**10.7) The Earnest Money Deposit (EMD):** may be forfeited-

(a) If the bidder withdraws its bid during the period of bid validity

-OR-

(b) In case of successful bidder and if the bidder fails to sign the contract and furnish the Performance Bank Guarantee(PBG) from the date of the order.

**10.8) Successful bidder's Earnest Money Deposit (EMD):** will be discharged upon the bidder furnishing the Performance Bank Guarantee (PBG) along with all other compliances of supply, installation, commissioning etc.

**10.9) Site not ready:** In case it is found that, the site is not ready for delivery and installation, Office of the District Judge/Presiding Officer of Tribunal or Special Court concerned will make arrangements to accept material into stock, test the items and certify for further needful steps.

**10.10) The quantity:** of items to be procured is indicative & the same may vary +/- 25%.

**10.11)** This rate contract is valid for a period of **24 (Twenty Four) months** from the date of entering into the agreement. High Court of Manipur reserves the right to place orders for additional quantities as and when required during this period as per **clause 8** of the tender notification document.

**10.12) The bidder should not have been blacklisted:** by Central Government / Government of Manipur/any Other State Government/UT or its agencies for any reasons including for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work.

**10.13) Service Centers:** Bidder/OEM should have at least one authorized Service Centers in State of Manipur.

**10.14) Pending Judicial Case:** Neither the bidder nor the OEM shall have any pending case with Central/State/UT pertaining to fraud/any corrupt practices in India.

**10.15) Technical Manuals:** All equipments will have to be supplied with all the detailed operational & maintenance manuals and software drivers at free of cost.

**10.16) Currency variation:** High Court of Manipur is not responsible for variation in foreign currency exchange rates.

**11) SPECIFICATION.**

**Annexure-2**

**STATEMENT SHOWING THE SPECIFICATION OF INFORMATION KIOSK.**

<b>SPECIFICATION OF INFORMATION KIOSK &amp; BIDDERS COMPLIANCE SHEET</b>			
<b>Sl. No.</b>	<b>Specifications</b>	<b>Description</b>	<b>Bidders Compliance Remarks</b>
1	Make & Model	(exact details to be provided by the bidder with its official brochure)	
2	Type/Mounting	Wall Mount or Pedestal	
3	Construction Base	The Kiosk shall be wall mounted with permanent and screw less chassis or pedestal. The enclosure shall be of minimum 1.6 mm. thick CRCA steel, polymer powder coated designed to work in harsh conditions. The design shall be vandal resistant. Design must be sleek and attractive.	
4		<b>Display Type:</b>	
	<b>(a) Type</b>	Colour LED HD wide Screen Backlit LED Anti Glare Display	
	<b>(b) Size</b>	Capacitive Touch Screen with 21" (HD Resolution) with TC06 Certification	
	<b>(c) Touch Screen</b>	APR/SAW Type with 3 mm or higher anti glare & overlay tempered vandal resistant glass	
	<b>(d) LCD Touch Panel</b>	Minimum 250 CD/m2 (NITS) brightness or better	
5		<b>System Details</b>	
	<b>(a) Processor</b>	Minimum Intel Core i3 equivalent with 2.6 Ghz or Higher	

	(b) Memory (RAM)	4 GB, DDR -3 expandable to 8 GB	
	(c) Optical Device Drive	Provision to connect external CD/DVD ROM	
	(d) HDD/ Storage	Integrated Dual Port SATA Controller HDD 500 GB 7200 RPM or more	
	(e) Operating System	UBUNTU 14.04	
6	Ethernet	Integrated Gigabit Ethernet Controller with IPv6 complaint	
7	Other Ports	RJ45, VGA/HDMI/Display Port out	
8	Wireless	IEEE 802.11 or Higher	
9	USB Ports	2 X USB 2.0, 1 X USB 3.0	
10	Power Supply	Optimum Wattage SMPS to support full use of System	
11	Cooling	Suitable no. of fans to be provided inside the chasis	
12	UPS	Inbuilt UPS 600 VA with 30 minutes backup on full load at 0-6 PF	
13	Warranty	On site Comprehensive support and Warranty for 5 years	
	<b>Note: Whole of the above configuration should be read as the same, equivalent or better/more.</b>		



**IN WITNESS WHEREOF, THE PARTIES HAVE AGREED AND EXECUTED  
THIS AGREEMENT ON THIS ...DAY 2016 AT IMPHAL IN THE PRESENCE OF  
THE FOLLOWING WITNESS.**

For M/s.

For High Court of Manipur

Name:

Name:

Designation:

Designation:  
Joint Registrar(Judl. & bench))

Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date:

Witness:

1.

2.