



HIGH COURT OF MANIPUR

HCM/E-43/2016Estt/Pt-I/Vol-IVB

Dated: 6/11/2017.

Procurement of **UPS** for the Sub-ordinate Courts
and MJA 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 (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) for installation at Sub-ordinate Courts & MJA 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

- I. UPS FOR NETWORK ROOMS (2 KVA)–**17 Nos.**
- II. ON-LINE UPS (10 KVA)– **1 No**

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

3. SPECIFICATION OF (I) UPS FOR NETWORK ROOMS (2 KVA)– Annexure-2A & (II) ON-LINE UPS (10 KVA)– Annexure-2B respectively are approved by the e-Committee, 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.

4. SCOPE OF WORK

4a) Supply, Install, Configure and Commissioning: (I) UPS FOR NETWORK ROOMS (2 KVA) – Annexure-2A & (II) ON-LINE UPS (10 KVA)– Annexure-2B with onsite comprehensive warranty for 5(five) Years.

4b) Installation & Working satisfactory reports to be collected from the Court Locations: The Successful Bidder, shall supply the UPSs as per the specifications referred in **clause 3**.

All hardware 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 Locations as given at Annx. 1 for installation.

After Supply, Install, Configure and Commissioning of UPSs at respective Court Locations, the successful bidder shall collect the reports –

(i) Proof of Delivery, **(ii)** Installation Certificate, **(iii)** Working Satisfactory Certificate - within 7 (Seven) working days from the date of installation duly signed, with seal/court seal by the senior most Judicial Officer or the Nodal Officer of the court location and Technical Person, if any, of respective District Court with a proper documentation. This is required for further process of auditing, payment, lodging the complaints etc.

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 **Annexures 2A & 2B.**

- b) The bidder should have a turnover 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, 2015-2016 & 2016-2017.

Bidders who have experience in installation of UPS 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-2A, Annexure-2B, Annexure-3, Annexure-4, Annexure-5 and Annexure-6** are mandatory.

- g) Bidders should be GST compliant and should submit the proof of GST registration. A copy GST/VAT/ST/CST No. allocated by the Sales Tax Authorities, as well as PAN number of the firm allotted by the Income Tax authorities should be submitted. The bidder should be registered with Service tax department of the Government.

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.
- 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.**78,000/- (Rupees Seventy Eight Thousand Two Hundred and Ninety 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 90 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 (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) as per **Annexures-2A & 2B.**

- b) Comprehensive onsite maintenance for 5 (Five) Years including all the Hardware 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).
- d) The vendor should install all the items at specified site without any additional charge.

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 UPSs at respective Court Locations, the successful bidder shall collect the reports as contemplated in **Clause 4(b)**.
- 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 UPSs within **60 (sixty) days** from the date of

award of contract, a penalty of 1% of the total cost of the particular UPS per week (maximum 2 weeks) of that location will be charged and deducted from the amount payable to bidder. For supplies and installation beyond 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 equipment will have to be supplied with all the detailed operational & maintenance manuals 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 *manipurenders.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: 29-11-2017 @ 11:00 am**
- b) DATE FOR OPENING OF BIDS: 29.11.2017 @ 12:00 noon**
- 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 bid are to be submitted separately in e-Procurement portal only. The formats for bid evaluations are enclosed at **Annexures 2A, 2B, 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 etc., for supply, delivery and installation of the UPSs.

This price quoted shall clearly be mentioned about the basic price, all taxes, freight-forwarding, supply, install, configure and commissioning, installation and others if any.

(a) Technical bids shall include format Annexures 2A, 2B, 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)
Central Project Coordinator,
High Court of Manipur

Annexure – 1

(I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) TO BE ALLOTTED TO THE SUB-ORDINATE COURTS AND MJA IN THE STATE OF MANIPUR

Sl. No.	District	Court Complex	No. of UPS FOR NETWORK ROOMS (2 KVA)	No. of ON-LINE UPS (10 KVA)
1	Bishnupur	Bishnupur Courts Complex	17	
2	Chandel	CJM Court Chandel		
3	Tengnoupal	Court of JMFC Moreh		
4	Churachandpur	Churachandpur Courts Complex		
5	Jiribam	Court of JMFC Jiribam		
6	Imphal West	Cheirap Courts Complex		
7	Imphal West	Lamphel Courts Complex		
8	Imphal West	MACT Lamphel		
9	Senapati	CJM Senapati Court Complex		
10	Senapati	DJ Senapati Court Complex		
11	Kangpokpi	JMFC Kangpokpi Court Complex		
12	Thoubal	Thoubal Courts Complex		
		Family Court Complex, Thoubal		
13	Ukhrul	CJM Courts Complex Ukhrul		
14	Ukhrul	DJ Ukhrul Courts Complex		
15	Tamenglong	DJ Tamenglong Courts Complex		
16	Imphal West	High Court Complex (for MJA)		1

STATEMENT SHOWING THE SPECIFICATIONS
Annexure – 2A

(I) SPECIFICATION OF UPS FOR NETWORK ROOMS & Bidders Compliance Sheet (Maximum price: Rs. 80,000/- per unit)			
Sl. No.	Feature	Specifications Description	Bidder Compliance Remarks
1	Capacity	2 KVA ONLINE	
2	Input Voltage & Frequency	140-270 V, 47 to 53 Hz	
3	Output Voltage & Frequency (On Mains)	230 +/- 5% with AVR (Automatic Voltage Regulation),50 hz +/- synchronized with input power frequency	
4	Output Voltage & Frequency (On Battery)	230 V +/- 3% with 50 Hz	
5	Backup Time	120 minutes	
6	Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak-proof	
7	Overload Capacity	110%	
8	Efficiency	84 % or more at Full Load 80% at Half Load	
9	Output Wavetype	Pure Sinewave	
10	Other Features	Cold Start, Auto Start, Generator Compatible, No Load Shutdown,RS232 communication, Display	
11	Protections from	Surge, Short Circuit, Spikes, DC Undervoltage and Overload	
12	Indicators	Mains,On Battery, Charge,Overload	
13	Alarms	Low Battery, Mains Off, Tripping	
14	Operating Environment	0-40 °C	
15	Operating Relative Humidity	0-95 %	
16	Audible noise at 1 meter from surface of unit	Not more than 45.00 dBA	
17	Output Sockets	4 or more with 3pin	
18	OEM	Original Equipment Manufacturer(OEM) Product	
19	Warranty	5 Years Onsite including batteries	
Note : All the above specifications should be read as equivalent or better			

Annexure – 2B

(I) SPECIFICATION OF ON-LINE UPS (10 KVA) & Bidders Compliance Sheet (Maximum price: Rs. 2,00,000/-)			
Sl. No.	Feature	Specifications Description	Bidder Compliance Remarks
1	Output Power Capacity	12kW/ 15 kVA	
2	Max. Configuration Power	12kW/ 15 kVA	
3	Nominal Output Voltage	220-230V (Configurable for 220 voltage)	
4	Efficiency at Full Load	94% or more	
5	Output Voltage Distortion	Less than 5%	
6	Output Frequency	50/60 Hz +/- 3Hz	
7	Waveform Type	Sine Wave	
8	Efficiency at half load	90% or more	
9	Bypass	Extended Static Bypass, Internal Auto & Manual Bypass	
10	Nominal Input Voltage	220-230V	
11	Input Frequency	50/60 Hz +/- 10Hz(auto sensing)	
12	Input voltage range	160-280V	
13	Input Total Harmonic Distortion	Less than 5% for full load	
14	Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak-proof	
15	Battery Recharging Time	Not more than 180 minutes	
16	Run-time	Not less than 60 minutes with load of 10000W	
<u>Interface:</u>			
17	Interface port(s)	DB-9, RS-232,RJ-45 10/100 Base-T	
18	Control Panel	Multi-function LCD status and control console	
19	Audible Alarm	Audible and visible prioritized by severity	
20	Emergency Power Off (EPO)	Yes	
<u>Environmental:</u>			
21	Operating Environment	0-40 °C	
22	Operating Relative Humidity	0-95%	
23	Audible noise at 1 meter	Not more than 45.00 dBA	
24	Online Thermal Dissipation	Not more than 2800BTU/hr	

25			
26	OME	Original Equipment Manufacturer (OEM) product	
27	Warranty	5 Years onsite	
Note : All the above specifications should be read as equivalent or better			

Annexure – 3

Format for Turnover information

Total turnover of the bidder during the preceding 3 years:

Financial year	Turnover in INR (Rs. In Lakhs)
2014-15	
2015-16	
2016-17	

Annexure -4

MAF (Manufacturer Authorization Form)

Date:

Ref Number: HCM/E-43/2016Estt/Pt-I/Vol-IVB Dated 06/11/2017

To:

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

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

Dear Sir/Madam,

SUB: Supply, Install the, (I) UPS FOR NETWORK ROOMS (2 KVA) & (II)
ON-LINE UPS (10 KVA) at **the Sub-Ordinate Courts, MJA of Manipur.**

We authorize M/s **XYZ Limited** 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**.

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)

Sl. No.	Year	Name of the client organization	Scope of the work	Value of the work (in Rs. lakhs)
1	2014-15			
2	2015-16			
3	2016-17			

(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 (I) UPS FOR NETWORK ROOMS (2 KVA)
& (II) ON-LINE UPS (10 KVA)**

SL. No.	Description	Make and Model of the Unit	Quantity	Rate per unit in INR. (Inclusive of all taxes and expenses)	Total Cost in INR.
1	UPS FOR NETWORK ROOMS (2 KVA) (Annexure- 2A)		17		
2	ONLINE UPS (10 KVA) (Annexure- 2B)		1		
Total					

Successful Bidder will be identified through the above table.

The **Total Price** 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.

ANNEXURE-7

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

THIS AGREEMENT executed on this day of _____ between the High Court of Manipur, Mantripukhri, Imphal-795002, represented by its Central Project Coordinator, presently Shri _____ 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 of :-

- I. UPS FOR NETWORK ROOMS (2 KVA)-**17 Nos.**
- II. ON-LINE UPS (10 KVA)- **1 No**

- 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 (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) by the company is accepted by the High Court of Manipur and the purchase order is placed with the seller to supply and install Configure and Commissioning of the UPSs 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.

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 and install, Configure and Commissioning (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) 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 and

install, Configure and Commissioning , (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA)to the Subordinate Courts and MJA 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 (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA) of the required specifications and the High Court of Manipur agrees to purchase the same on the following terms and conditions.

2. Non working/ Non functioning/ defective/ broken

UPSs should be replaced with new one by the vendor at its own cost and risk within 30 days from the date on which the vendor has been informed of such damage.

3. Supply, Install, Configure and Commissioning

3a) Reports to be collected from the court locations:–The SELLER, shall supply the UPSs as per the specifications, at respective court locations and submit the reports as per **clause4(b)** of the tender document.

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 3a)** above of this agreement, within **60(sixty) days** from the date of purchase order.

4. WARRANTY

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 UPSs 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 (I) UPS FOR NETWORK ROOMS (2 KVA) & (II) ON-LINE UPS (10 KVA):

CORRECTIVE MAINTENANCE:

SELLER, undertakes to attend to any complaints relating to the UPSs within 48 hours for valley districts, within 72 hours for hill districts and within 5 days for Jiribam Court Complex, 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 7** of this agreement (SLA).

6. ESCALATION MATRIX including service representative at Imphal to be provided by the vendor.

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

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

For M/s.

For High Court of Manipur

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date:

Witness:

1.

2.