

# **HIGH COURT OF MANIPUR**

**Mantripukhri, Imphal**

**Manipur-795002**

**Tender No. HCM/E-9/2016(A&E)/Pt.1**

**TENDER DOCUMENT FOR THE SUPPLY, TESTING,  
INSTALLATION AND MAINTENANCE**

**OF**

**Computer Hardware / LAN**

**UNDER e-Courts PROJECT (Phase-II)**

**Document Control Sheet**

Tender Reference No.	HCM/E-9/2016(A&E)/Pt.1
Name of Organization	<b>High Court of Manipur</b>
Tender Type (Open/Limited/EOI/Auction/Single)	<b>OPEN</b>
Tender Category (Services/Goods/works)	<b>Goods</b>
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	<b>Supply</b>
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	<b>Information Technology</b>
Re-bid submission allowed (Yes/No)	<b>Yes</b>
Is Offline Submission Allowed (Yes/No)	<b>No</b>
General Technical Evaluation Allowed (Yes/No)	<b>No</b>
Withdrawal Allowed (Yes/No)	<b>Yes</b>
Is Multi Currency Allowed	<b>No (Only INR)</b>
Payment Mode (Online/Offline)	<b>Offline</b>
Date of Issue/Publishing	08/01/2016
Document Download/Sale Start Date	08/01/2016
Document Download/Sale End Date	02/02/2016 at 2.00 pm
Pre Bid Session Date	15/01/2016
Clarification Start Date	15/01/2016
Clarification End Date	21/01/2016
Last Date and Time for Uploading of Bids	02/02/2016 at 2 pm
Date and Time of Opening of Technical Bids	02/02/2016 at 2 pm
Opening of the Financial Bids	02/02/2016 at 2 pm
One time Procurement	<b>No</b>
Contract Type (Empanelment/ Tender)	<b>Tender</b>
Multiple Technical Annexure(s)	<b>No</b>
Quoting for all Technical Annexure is compulsory	<b>No</b>
Will each Annexure under "Annexure: Technical" be treated as Separate Tender?	<b>No</b>

Empanelment Size	<b>N/A</b>
Tender Fee	<b>INR 1000 (INR one thousand) only</b>
Number of Covers/Packets (2/3/4) 2 Cover – (EMD + Pre-qualification + Technical) and Financial. 3 Cover - (EMD + Pre-qualification), Technical and Financial. 4 Cover– EMD, Pre-qualification, Technical and	<b>2</b>
Bid Validity days (180/120/90/60/30)	<b>60</b>
Location (Work/Services/Items/As per tender document)	<b>As per tender document</b>
Validity of empanelment from the date of Empanelment	<b>N/A</b>
Extension with mutual consent	<b>N/A</b>
Address for Communication	The Central Project Coordinator High Court of Manipur Imphal  Email: <a href="mailto:cpc-mnp@ajj.gov.in">cpc-mnp@ajj.gov.in</a>

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## 1. Invitation for Bid

High Court of Manipur here in as “purchaser”, invites e-bid from IT firms (hereinafter referred to as “Bidder” till the award of Contract and thereafter on award of contract, referred to as (Vendor/Contractor/Supplier/Successful Bidder) for eCourt Project in the State.

### Important Information

#### 1.1 RFP Document Fees

INR 1000/- (INR one Thousand only) through Demand Draft from a nationalized/ scheduled bank, drawn in favour of “CPC, Central Project Coordinator, High Court of Manipur”, payable at Imphal. RFP in downloadable form will be available on websites ([www.thc.nic.in](http://www.thc.nic.in), [www.tenders.gov.in](http://www.tenders.gov.in)). Vendors using downloaded RFP will attach a non-refundable Demand Draft of INR 1000/- with their proposal in addition to EMD amount.

#### 1.2 Earnest Money Deposit

INR 500000(five lakh only) through Demand Draft from a nationalized / scheduled bank, drawn in favour of “CPC, Central Project Coordinator, High Court of Manipur”, payable at Imphal. The date of the draft submitted / bank guarantee for the same should not be earlier than the date of issue of this RFP.

#### 1.3 Contact Person’s Address for correspondence and clarifications:

CPC  
High Court of Manipur,  
Mantripukhri, Imphal  
Manipur 795002  
Email : [cpc-mnp@ajj.gov.in](mailto:cpc-mnp@ajj.gov.in)

2.1 The e-Courts scheme aims ICT enablement of the High Courts and Lower courts across the country in their functioning. The project envisages deployment of hardware, software and networking to assist district and taluka courts in streamlining their day to day functioning. Key functions such as case filing, allocation, registration, case workflow, orders and judgments will be IT-enabled. Causelists, Case status, orders, judgments will be available on the web and made accessible to litigants, advocates, and general public. The project aims to build a national grid of key judicial information available 24 X 7 in a reliable and secure manner.

## 2.2 Service Levels

The Key Service Levels to be achieved by this project, for litigant, public are:

- **Registration of case:** by auto-generated case numbers
- **Copies of Judgment:** judgments would be made available through web
- **Preparation and delivery of decrees:** Decree should be made available to the concerned parties by e-mail, where ever applicable
- **Generation of automated cause list:** Within an hour of conclusion of court service daily  
Generation of court diaries: Automated diaries
- **Availability of Case status:** Online 'case status' right from filing of a case till it gets disposed  
Generation of daily orders: As soon as the Judge signs the order and edited by the Court Master Website for each court: Every court will have its own website.

The envisaged service levels for Registry are:

- **Submission of report of Commissioner/ pleader appointed for recording evidence:**  
Tracking of submission of commissioners' report on a timely basis
- **Storing of documentary evidence:** Scanning and digitally capturing the cases in the database
- **Calculation of court fees due and paid for:** Automated calculation of court fee at the end of each transaction and report generated on a daily basis
- **Release of orders to the copying section:** As soon as the judgment is signed.
- **Filing of written statement by the defendant:** Tracking of generation of written statement - to be generated within 30 days of the date of summons or 90 days (if allowed to be extended by the court)

### 3. Instruction to bidder :

#### 3.1 Interested eligible bidders should register in the website <http://manipurtenders.gov.in> for participation in the tender of High Court of Manipur.

- i) To participate in e-tender, the bidder shall have a valid Class II /Class-III Digital Signature certificate (DSC). For understanding procedures for obtaining DSC, interested Bidder may refer to the website of the Controller of Certifying Authorities (CCA) at <http://cca.gov.in>.
- ii) Bidder shall download and carefully read all terms conditions and other contents of the NIT. Downloaded NIT has to be uploaded back and digitally signed as a part of technical bid, as a proof of acceptance of all terms & conditions in the NIT.
- iii) Notary attested copies of all relevant documents as mentioned at General Terms & Conditions has to be digitally signed and uploaded in technical bid part.
- iv) Financial Bid/Bill of Quantity (BOQ) shall be downloaded, filled up properly and uploaded in the financial bid after digital signature. The bidder must write their Name on the appropriate field of rate quoting sheet. The bidder shall have to quote rates for the indented items, for all locations, as mentioned in the BOQ, to qualify in the bid. Selective bidding for some Items is not compulsory. The item against which the bidding has not done should left the field as blank in the BOQ. Comments like 'Not quoted', 'Not applicable' etc. should not be written in the BOQ as these will not be accepted by the system.
- v) To view the details of the BOQ, bidder should have to Enable Macros into the BOQ spreadsheet.
- vi) To minimize the uploading time, bidder's shall use the 'My Document' folder option in the e-procurement web-based application, available after login, and may upload all his relevant non sensitive technical documents [like Notary attested copies of all relevant documents [as mentioned in this NIT]. 'My Document' shall be populated prior to real time bidding and help the bidder to complete the bidding within the bidding session. An indicative organization of 'My Document' Folders and the related technical documents to be uploaded is indicated hereunder.

SI No	Folder Name	Sub - category	Scanned document to be uploaded in PDF format(which is/are applicable)
1	DNIT Documents	DNIT	Downloaded NIT & NIT Corrigendum, if any
2	BIS/Manufacturing license/Dealership	Trade license/registration certificate and Manufacturing License of Principal firm-for dealer	Copy of Certificate of Incorporation (CoI) signed by authorized signatory of the Bidder
		BIS registration for the items specified as ISI marked	Certificate of ISO 9001:2000 or higher valid up to the bid validity period.
		Manufacturing license/registration certificate for Manufacturer	Certificate from authorized person in HR Department of the Bidder regarding existing man-power under own payroll to be furnished.
3	Tax related documents	Sales tax clearance/VAT clearance certificate of bidder VAT registration certificate	<p>Copies of PAN, service tax, professional Tax, VAT registration certificates, PF certificates, ESIC certificates. The bidder should submit valid letter from the OEMs confirming following:</p> <ol style="list-style-type: none"> <li>1. Authorization for bidder.</li> <li>2. Confirm that the products quoted are not end of life products.</li> <li>3. Undertake that the support including spares, patches for the quoted products shall be available for entire duration of the project.</li> </ol> <p>Detail note on Make &amp; Model of the each item to be supplied and also attach the product brochure for the same.</p>



		Excise duty clearance certificate if required	Work orders confirming year and Area of activity, value of services to be delivered for experience of supply, installation and managing of a data centre. In case of a PPP project certificate from the customer to be submitted
4	<i>Financial Details</i>	<i>Balance Sheets</i>	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 years FY 14-15, FY 13-14, FY12-13 Certificate duly signed by Statutory Auditor should be submitted along with bid
5	<i>Misc Document</i>	<i>Duly Notarised BIDDERSPROFILE&amp; FORMS(Annexure-I),indicative Bill of Quantity &amp; related conditions(Annexure-II), Technical Specification &amp; BiddersResponseSheet (Annexure-II) of this RFP document to be uploaded.</i>	The bidder must have experience of large turn key base projects for successfully supply installation and service within the proper time frame and maintenance of at least 3 IT projects of Rs. 3 crore minimum values, with any State Government/Central Government/PSUs in last 6 years in India. Work orders with valid completion certificates of the projects to be furnished.
		<i>Power of attorney in favour of local agent</i>	Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document.

vii) During scrutiny of tender/ preparation of comparative statement/ signing of agreement, eligible bidders will have to submit / produce original copy of the uploaded document for verification, as & when asked by the Departmental authority.

viii) This is for the information of all bidders that all documents uploaded in the tender will be a part & parcel of the agreement, to be signed with the successful bidder.

### 3.2 Preparatory works for the Bidder for e-Bidding:

Sl	Bidders' Work
1	On publication of the e-tender, bidder should download the NIT from website and minutely go through the instructions/terms conditions/critical dates/eligibility criteria of the NIT.
2	The Bidder shall purchase Class II/Class III Digital Signature certificate from any certifying agency enlisted by Controller of Certifying Authorities (CCA) at <a href="http://cca.gov.in">http://cca.gov.in</a>
3	The Bidder shall Enroll himself/ herself in the e-procurement web site 'http://manipurtenders.gov.in' and create User ID and Password.
4	The Bidder shall Login into the website http://manipurtenders.gov.in' using the created ID and Password.
5	After login, the Bidder shall find 'My Document' folder option in the page. The bidder shall upload his entire non sensitive documents like notary attested copies of relevant documents as Technical Bid. Scanning resolution should be 200 x 100dpi.
6	The Bidder shall Download and fill up Annexure I- (10.1, 10.2, 10.3, 10.4, 10.5, 10.6,10.7) and prepare the documents as per procedure mentioned in this NIT for sending the originals to the High Court of Manipur. All the Annexures shall be separated as multi-page pdf documents
7	The Bidder shall Download NIT document and save in the Bidder's computer for uploading at the time of e-biding.
8	The Bidder shall Scan the Tender fee (DD) /EMD instrument (DD) and save in the Bidder's computer for uploading at the time of e-bidding. Original EMD/Tender Fee instruments shall have to be submitted to the High Court of Manipur before bid opening and as per scheduled date.
Thus, the Bidder shall be ready to start e-biding, following the steps as per the e-procurement application and upload all the above documents with his/ her digital signature	

### 3.3 Submission of Original documents to the High Court of Manipur:

- i) Original EMD & Tender Fee shall be placed in a sealed envelope superscripted as 'EMD /Tender Fee for Tender ID. XXXXXX/ YYYY' and should reach the "CPC, High Court of Manipur, Imphal,795002", positively before the Bid opening date & time.
- ii) Bids received on-line without reciprocal receipt of physical EMD / Tender Fee Bank instruments shall not be considered for Tender opening. Tendering authority will not be liable for any postal delay (if sent through post/courier) and such Bids will be summarily rejected.

### 3.4 Opening of tender:

- i) Bids will be opened online and the opening date and time is mentioned in the NIT. If opening schedule gets changed, revised schedule will be displayed in the office notice board of the undersigned and will also be reflected in website (<http://manipurtenders.gov.in>).
- ii) Bidders whose Technical Bids will be found satisfactory and conforming to the eligibility criteria mentioned in the NIT document, shall only be considered for opening of Financial Bid. The date & time of Financial Bid opening will also be declared online.
- iii) Bidders may track Technical and Financial bid opening on-line, in the e-procurement portal at <http://manipurtenders.gov.in>. However, Bidders or their authorized representatives may remain present at the Technical/Financial bid opening in the chamber of **the Registrar General, High Court of Manipur, Mantripukhri, Imphal**, Manipur at the pre-announced schedule.

### 3.5 BOQ TAMPERING:

- i) The provided BOQ in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidder's particulars, and finally uploading along with the Bid. The BOQ Excel Sheet shall be Macro enabled and working with the Sheet requires that the Macro are to be allowed/enabled to run.
- ii) Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

### 3.6 Non-Disclosure Agreement:

The bidders must sign the Non-Disclosure Agreement as per the prescribed format supplied by High Court of Manipur. The Non-Disclosure Agreement of the selected vendor will form part of the Contract Agreement.

### 3.7 Licensed Products and Services

The selected vendor would be required to obtain license / authorization from OEM for any software or hardware or services to fulfill. Its performance obligations under this contract. In case of any infringement on this by the vendor, High Court of Manipur will not be responsible for the same.

### 3.8 Cost of Proposal:

The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the department will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

### 3.9 Site Visit:

The bidder may visit the District and Sub-ordinate Courts at State for reconnaissance and obtain information at its own responsibility and risk. The costs of visiting the offices shall be at the bidder's own expense. Department shall consider arranging for the bidder's personnel to gain access to the offices on following tabulated terms:

Sl.	Access To	Maximum Bidder Personnel Allowed	Duration for which Access will be Allowed	Advance Intimation to be Given by Bidder
1	District Courts	3	1 working day	3 days
2	Sub-Divisional Courts	3	1 working day	3 days

Interested bidders may obtain a list of locations where the District/Sub-Divisional Courts are located from the High Court of Manipur, Imphal for their convenience.

**However, failure of a bidder to visit a site will not be a cause for its disqualification.**

### 3.10 It would be deemed that prior to the submission of proposal, the bidder:

- i) Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs, necessary for implementation of the project, considering the involved logistics and risks.
- ii) Has made a complete and careful examination of specifications, and other information set forth in this bid document.
- iii) Has received all such relevant information as has been requested by department, has made a complete and careful examination of the requirements and has determined to their satisfaction the nature and the extent of the work involved, as detailed above in "Project Objectives and Outcomes".

It would also be deemed that the bidder has made a complete and careful examination to determine the matters incidental to the performance of its obligations including, but not limited to

Site, the temperature fluctuations, humidity and dust levels, the conditions of electric supply in the various locations and possibility of fluctuations, conditions affecting transportation, access, disposal, handling and storage of the materials and services, applicable laws, applicable permits and all other matters that might affect the bidder's performance under the terms of this bid. High Court of Manipur shall not be liable to the bidder for any mistake or error or neglect of the above in any manner whatsoever.

### **3.11 Amendment of RFP Documents**

At any time prior to the deadline for submission of Proposal, High Court of Manipur may amend the RFP documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on the website ([www.manipurenders.gov.in](http://www.manipurenders.gov.in)) and will be communicated through email/written letter to those companies who have attended Pre-Bid conference. To give reasonable time to the vendors, so that they can take corrigendum into account in preparing their Proposals, the Department may extend (if necessary), the deadline for submission of Proposals.

### **3.12 Language of Proposal**

The Proposal, and all correspondence and documents related to the Proposal exchanged by the bidder and the Department should be in English Only.

### **3.13 Currencies of Proposal and Payment**

The currency of the Proposal offer and the payments shall be in Indian Rupees (INR).

### **3.14 RFP Document Fee**

**Rs. 1000/-** (Indian Rupees One Thousand Only), drawn on a nationalized / scheduled bank and in favour of **Central Project Coordinator, High Court of Manipur** payable at Imphal in the shape of DD, towards non-refundable and non-transferable RFP document fee along with the bid.

### **3.15 Proposal Validity**

The Proposals submitted by bidders shall be valid for a period of **Six Months from the date of submission of the bid**. On completion of the validity period (6 months), in case required, High Court of Manipur may ask the bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

### **3.16 Earnest Money Deposit – EMD**

The Vendor shall furnish, as part of its bid, a refundable EMD comprising of demand draft of Rs5,00,000.only.The demand draft should be drawn on a nationalized / scheduled bank valid for **minimum 180** days and in favour of **Central Project Coordinator, High Court of Manipur** payable at Imphal.

The bid will be disqualified if the EMD is not submitted, as described above in the section "Submission of Original documents to the High Court of Manipur". Unsuccessful bidder's EMD will be released as promptly as possible, but not **later than 60 days after the award** of the contract to the successful bidder. The successful vendor's bid security will be released upon the Successful

Vendor signing the Contract and depositing the PBG.

No interest will be payable by the High Court of Manipur on the amount of the EMD. The EMD may be forfeited in following cases:

- If a vendor withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any;
- In the case of a successful bidder, if it fails within the specified time limit
- unable to Sign the Agreement
- unable to Furnish the required Performance Bank Guarantee

### **3.17 Guidelines for Filling Financial Forms**

The bidders should submit their financial bid online in the specified formats only. No changes would be allowed in the financial bid on account of foreign exchange fluctuations and changes in local taxes, duties, levies, rate of inflation, service tax etc.

### **3.18 Documents comprising the proposal**

The online proposal submitted by the Bidder shall comprise the following documents (The Vendor shall submit the proposal in 2 parts):

- i) Qualification/Technical Proposal/ Fee Details as described in technical evaluation criteria termed as Technical Bid.
- ii) Financial Proposal in the given format, termed as Financial Bid.

### **3.19 Technical bid**

The technical proposal should address all the areas/ sections as specified in the Qualification Criteria as specified in this RFP. The technical proposal should demonstrate how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information.

### **3.20 Financial Bid**

Conditional price bid would not be acceptable to Tendering Authority. The bidder shall give the total composite price inclusive of all levies and taxes, i.e. customs duty, sales Tax/VAT, service tax & excise, packing, forwarding, freight and insurance, supply of connectivity solution and support to the Courts including Octroi / Entry tax. Any increase in rates of taxes will be to the account of the bidder.

### 3.21 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with High Court of Manipur and NIC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

### 3.22 Right to Accept and Reject the Bid

Notwithstanding anything contained in this document, **e-tender Committee**, High Court of Manipur, reserves the right to accept or reject any proposal(s). Likewise they also reserve the right to cancel the bid process at any time prior to signing the contract.

### 3.23 Corrupt or Fraudulent Practice

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the High Court of Manipur, the proposal will be rejected.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of High Court of Manipur official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of the High Court of Manipur.

### 3.24 Limits on Promotion

The bidder shall not perform any kind of promotion, publicity or advertising etc. at the High Court of Manipur and its field Offices through any kinds of hoardings, banners or the like without the express prior written consent of High Court.

## 4. Pre-bid session

It is proposed to schedule a pre bid conference as per schedule (mentioned in Document Control Sheet). The bidders are requested to attend this pre-bid session to seek clarifications in matters related to the bidding process in this project. The reply to the queries of various bidders in the pre-bid session would be put up on website([www.manipurtenders.gov.in](http://www.manipurtenders.gov.in)).

Any corrigendum, if issued, would form part of this RFP and the bidders would be advised to prepare their technical and financial proposals in accordance with such corrigendum.

The pre-bid session shall be held at the High Court of Manipur, Imphal. However, non-attendance at the Pre-bid session will not be a cause for disqualification of a vendor but, separate queries from such vendors will not be entertained at any later stage.

The bidders are requested to send their queries as per schedule (as specified in Document Control Sheet) to make such session more productive. Queries received after the set time limit shall not be addressed in the pre bid session.

#### 4.2 Pre-Bid query submission Format

Bidder's Request for Clarification				
Name of Organization submitting request		Name & Position of person submitting request		Address of Org. including phone, Fax, e-mail Points of Contact
				Tel: Fax: e-Mail:
Sl	Bidding Document Reference (Number/Page)	Content of RFP Requiring Clarification	Points of Clarification Required	Suggestions (if Any)
1				
2				
3				

### 5. Technical & Qualification Criteria

**5.1 The Bidding is open to all qualified Bidder who fully meet the following qualifying requirements:-**

Sl No	Criterion	Supporting Proofs to be submitted with the Bid
1	Tender Fee: Should have submitted a payment of Rs. 1,000/- (Rupees one Thousand only) for the RFP document	Scan copy of the Demand Draft for Rs. 1000/- (rupees one thousand only):- The original DD must be furnished before Bid opening , as described above in the section <b>“Submission of the original documents to the High Court of Manipur”</b> .



2	Earnest Money Deposit (EMD): Should have submitted a payment of Rs. 5,00,000/- (Rupees Five lakh only)	Scan copy of a Demand Draft/ Bank Guranty for Rs. 5,00,000/- (Rupees Five Lakh Only). The original DD/ bank guarantee must be furnished before Bid opening, as described above in the section “ <b>Submission of Original documents to the High Court of Manipur</b> ”.
3	The bidder should be registered under the Companies Act, 1956, and should be an established and leading IT System Integrator, from last 5 years	Copy of Certificate of Incorporation (Col) signed by authorized signatory of the Bidder
4	The bidder should have PAN, Service Tax, Professional Tax, VAT registration Certificates, PF Certificates, ESIC certificates	Copy of certificates should be submitted along with bid documents
5	The Company should have active Certificate of ISO 9001:2000 or higher valid up to the bid validity period.	A copy of the Quality certificate or documentation of the Quality policy needs to be provided along with the bid document.
6	Last Year (FY 14-15) of the Bidder should be more than Rs. 1.5 Crores	Audited Balance sheet duly signed by a Statutory Auditor should be submitted along with bid.
7	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) for each of the last three financial years FY 14-15, FY 13-14, FY 12-13.	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 years FY13-14, FY 12-13, FY 11-12 Certificate duly signed by Statutory Auditor should be submitted along with bid
8	The bidder should have positive PAT (Profit after Tax) OR positive net worth in the last three financial years. The bidder has to submit copies of balance sheets/profit & loss accounts/ annual reports of last three financial years (up to 31-Mar-2015).	Copies of balance sheets/profit & loss accounts/ annual reports of last three financial years
9	The bidder should have a pool of employees in its own pay roll.	Certificate from authorized person in HR Department of the Bidder to be furnished.

10	The bidder must have experience of large turnkey base projects for successfully supply installation and service within the proper time frame and maintenance of at least 3 IT projects of Rs. 3 crore minimum values, with any State Government/Central Government/PSUs in last 3 years in India.	Work orders with valid completion certificates of the projects with a minimum value of Rs. 3 crore each should be submitted along with bid.
11	The bidder should have the experience of supply, installation and managing of a data centre.	a) Work orders confirming year and Area of activity, value of services to be delivered for each of the projects. In case of a PPP project certificate from the customer
12	The equipment quantity and specifications provided by the vendor should meet the minimum technical specifications and numbers specified in this RFP.	A self certified letter signed by the authorized signatory of the Bidder.
13	The Bidder should never been black listed by any PSU/State or Central government organization	Bidder should submit the declaration by notarise with any first class magistrate as per format provided in RFP. (Department reserves the right to verify the same by its own means)
14	Authorized Signatory of the Bid	Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document.
15	Total Responsibility	Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed Project solution, which shall not include any conditional statements.
16	OEM Certification letter	The bidder should submit valid letter from the OEMs confirming following: 1. Authorization for bidder 2. Confirm that the products quoted are not end of life products 3. Undertake that the support including spares, patches for the quoted products shall be available for entire duration of the project

17	The bidder should submit all the relevant forms given in the RFP in their letter head with proper sign and stamp by the authorized person	The bidder should submit valid letter from the OEMs confirming following: 1. Authorization for bidder 2. Confirm that the products quoted are not end of life products 3. Undertake that the support including spares, patches for the quoted products shall be available for entire duration of the project.
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In case the Bidder doesn't have an office in Manipur, the bidder will have to open a Service Center (with dedicated Technical Experts) within one month of the issue of the LOI. The bidder must provide the details of Complain Reddressal system with a 4-level escalation matrix, including a level-3 authorized person available locally or at least at Regional level.

**5.2** Note: Department reserves the right to verify, if it so desires, the correctness of Documentary evidence furnished by the bidder. (In the absence of the above documents along with Annexure as per the RFP, the bid is likely to be rejected.)

**5.3** No OEM will be eligible to participate directly without any suitable SI.

## 6. Terms and conditions

**6.1** Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in the rejection of the bid. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract.

This tender document is not transferable.

The tenders will be opened on the date and time indicated in the presence of Bidders if any present on the occasion. If the date of opening is declared to be a holiday the tenders will be opened on the next working day or as decided by Purchaser.

The Bidder must indicate specifically the Make & Model of the each item to be supplied and also attach the brochure for the same with technical bid.

Consortium, Outsourcing and Subcontracting is not allowed at any stage of the project.

Client is not liable to bind itself for selecting L1 bid

### **Termination for Insolvency**

The Tendering Authority may at any time terminate the Contract by giving written notice to the Provider. If the Provider becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

### **6.2 Testing of Hardware**

The High Court of Manipur shall arrange testing of hardware equipments supplied & installed by the SI by **any independent agency**, for which SI shall render all sorts of assistance to the Department. Cost of testing shall be borne by the Department.

### **6.3 Force Majeure**

- a. For purposes of this clause, “Force Majeure” means an event beyond the control of the provider and not involving the Provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a force Majeure situation arises, the Provider shall promptly notify the tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the tendering Authority in writing, the Provider shall continue to perform its obligations under the contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

### **6.4 Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of **the Registrar General**, High Court of Manipur. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

### **6.5 Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of High Court of Manipur only.

**6.6** The Tendering Authority is free to split work, if it feels that the same is necessary.

**6.7** Conditional tenders shall be summarily rejected.

## 6.8 Licensing Requirements

- A. All system software, licenses, etc. have to be procured in the name of the High Court of Manipur.
- B. The system software licenses mentioned in the Bill of Materials shall be genuine, perpetual, full use and should provide upgrades, patches, fixes, security patches and updates directly from the OEM.
- C. SI shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance by the department. **The warranty should cover all materials, licenses, services, and support for all the related software's, patches upgrades for the period of entire project duration.** SI shall administer warranties with serial number and warranty period. SI shall transfer all the warranties to the High Court of Manipur at no additional charge at the time of termination of the project. All warranty documentation (no expiry) will be delivered department.

## 6.9 Amendments in the RFP

At any time before the deadline for submission of bids, High Court of Manipur may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective Bidder, may modify the Tender Document by amending, modifying and/or supplementing the same. All Bidders who have received this Tender Document shall be notified of any amendments by e-mail or by publishing them on the websites, and all such amendments shall be binding on them without any further act or deed on part.

## 6.10 Law of the Land will prevail, in case of any conflicts and its resolution.

## 7. Scope of Work

**The broad outlines of work for the Bidder are classified as below:**

- 7.1 Supply, Installation, Configuration, Operation, Onsite support of ICT infrastructure; Manpower Supply at NIT prescribed qualification. Operation of Call/ Service Centre for Grievance Redressal and support at District/Sub-Division/Taluka level for smooth integration/data entry/ data management operations.  
  
5 Years Onsite Warranty with Operational support from the date Supply of Hardware & Networking Infrastructure.
- 7.2 The work is to be performed as per the specifications and conditions mentioned in different parts of this document, any further amendments issued in this regard and the Contract to be signed by the bidder.
- 7.3 Supply of all the products and equipment (specified in the Bill of Quantities and Technical Specification (**Annexure- II**)) included in the RFP at their appropriate quantity and capacity at their respective sites (**Annexure- V**) requirement of Hardware/Software as mentioned in the RFP is indicative only. No. of Items & their Quantity may be increased or decreased as per requirement of the High Court during implementation of the project, which includes transporting the items safely and delivery to the various locations across the State.

- 7.4 The bidder must not bid/supply any equipment that is likely to be declared end of sale within the 5 years from the Bid Date. The bidder would be required to replace all such equipments/faulty spares/peripherals with latest and at least of equivalent configuration if not better in such case. Such equivalence will be determined by the purchaser whose decision will be final in this matter.
- 7.5 To bring all the installation equipment and tools required for the installation and commissioning of the system without any extra charges.
- 7.6 It is the responsibility of the Bidder to ensure supply all the Hardware/ LAN equipment in good condition, as mentioned in the schedule of requirements in the respective project sites. Transportation of Goods and Material to the designated locations as per the Purchase order is the responsibility of vendor. Also the Bidder has to make his own arrangement for loading and unloading of the goods at the designated locations.
- 7.7 Bidder shall ensure installation, configuration and software updating of the devices for the application software to be installed successfully.
- 7.8 The bid proposal shall be inclusive of a five (5) years onsite warranty support with Level 1 support from bidder and Level 2 support from OEM for all the hardware items including software applicable from the date of Delivery of materials adhering the RFP SLA clauses. The bidder shall obtain the successful installation and commissioning report form concerned authority at each location. The bidder shall maintain systems and peripherals supplied and installed under this RFP in accordance with the provisions laid down in the clauses below during the warranty period.
- 7.9 Service Centre: There must have Company Authorized Service Centre in Capital City/ High Court Place.
- 7.10 Operating System (OS) Support: The supply is comprehensive inclusive of OS support (**UBUNTU 14.04 LTS**) on all the systems supplied and installed under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers.
- 7.11 Security of Application and the data contained therein is paramount for the success of this Project. Hence, the selected Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.

Sl.	Administrative Level	Offices	Numbers
1.	State	High Court of Manipur	1
2.	District & Sub-Division	District & Sub-Divisional Courts	10
3.	HO	One Service Centre (Imphal/ High Court Place)	1

## 7.12 Help Desk and Trouble Ticket management system

The selected Bidder as part of provisioning support for all the users at each location and the SDC will setup centralized help desk and coordinate with the respective OEMs/ of the IT Infrastructure deployed at District & Subordinate Courts in Manipur. The selected Bidder will undertake the following:

- A. Provide Help Desk services to track and route requests for service and to assist all the users in answering questions and resolving problems related to the IT Infrastructure installed at all the District & Subordinate Courts of Manipur.
- B. Become the central collection point for contact and control of the problem, change, and service management processes (This includes both incident management and service request management).
- C. Shall provide a first level of support for application and technical support at e-Courts implementation locations across the State where the software, hardware, and other infrastructure will be rolled out.
- D. Provide the following integrated customer support by establishing 9 hrs X 6 days Help Desk facility for reporting issues/ problems with the hardware/ LAN and other infrastructure.
- E. Service desk is an application that facilitates the end-to-end service support. The proposed system should include required hardware and software.

## 8. Bid Evaluation Criteria

### 8.1 Evaluation of Financial Bid & Comparison of rate:

- i. The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid will not be final (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page).
- ii. High Court will prepare comparative Statement as per the decision of the **e-tender Committee** in the Registry, which will be appropriately displayed in the e-procurement portal (This will be displayed at financial bid opening summary page).
- iii. Financial Bid submitted by the Bidders, those who have qualified in the Technical Bid, would be evaluated in the following manner:

Items wise rate offered by the technically eligible bidders in the NIT prescribed BOQ sheet shall be aggregated the lowest aggregate value shall be considered as the **L<sub>1</sub>** rate offer.

### 8.2 Clarifications of Bid

During evaluation of bids, Tendering Authority may at its discretion, asks the Bidder for clarification of its bid .The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

### 8.3 Contacting the Tendering Authority

No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

### 8.4 Award of Contract

The finalization of the tender will be done by the e-tender Committee of the High Court of Manipur for this purpose. The Tendering Authority will award the work to the Successful bidder whose bid has been determined as the lowest evaluated (L1) as per above mention Techno-Commercial (QCBS) evaluation.

### 8.5 Signing Of Contract

After the notification of the successful Bidder that its bid has been accepted, the Tendering Authority will send the successful Bidder the Contract Form, who shall sign the contract and return to the authority, within 15 days of receipt of the Contract Form.

Within 15 days after receipt of notification of award of the Contract from the High Court, the successful Bidder shall furnish Performance Bank Guarantee (PBG) to the Tendering Authority, which shall be equal to 10% (percent) of the Contract Value, issued by a Nationalized Bank as per the Performance Bank Guarantee Proforma given in **Annexure-I (10.7)**.

**The validity of Performance Bank guarantee shall be 05 years from the date of issue of the Letter of Indent.**

### 8.6 Decision Taking

The decision taken by the e-tender Committee of the High Court of Manipur in the process of Tender evaluation will be full and final.

## 9. Material delivery & Payments Terms & Conditions

### 9.1 Delivery Process

- 9.1.1 All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned District Judge, presiding officer of the Court or a Nodal Officer identified by District Judge and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition.
- 9.1.2 Vendor must apply to the respective authority for issue of road permit /waybill in time.
- 9.1.3 Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties.



- 9.1.4 Delivery Challan needs to be signed and stamped on completion of delivery of items, as mentioned in "**Annexure-VI: Payment Terms & Condition**". In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concern user may be treated as delivery challan.
- 9.1.5 The Vendor should install all the items at specified site without any additional Charge.
- 9.1.6 Though High Court of Manipur will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the vendor to delivery the goods in time. If any taxes is required to be paid, the same will be reimbursed on actual basis.

## **9.2 Penalty Calculation Process**

- 9.2.1 Any delay beyond the delivery and installation schedule as per purchase order will render the vendor liable for penalty at the rate as mentioned in the "**Annexure -IV: Penalty Terms & Condition**".
- 9.2.2 Penalty will be charged on the non execution Purchase Order value and final payment will be made on full execution of Purchase Order.

## **9.3 Installation Process**

- 9.3.1 During installation at site, if any item is found to be defective or broken, it will 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.
- 9.3.2 Consolidated Installation Report, based on the successful installations of the individual items, duly signed by concerned District Judge / **concerned Presiding Officer**/Concerned court registrar / a Nodal Officer should be submitted to High Court of Manipur along with the bills.
- 9.3.3 It may be noted that only the items technically tested/accepted as per Purchase Order shall be installed as per the schedule mentioned in "**Annexure -V:**

**Delivery and Installation**".

## **9.4 Payment Process**

- 9.4.1 Payment will be processed as per the "**Annexure -VI: Payment Terms & Condition**".
- 9.4.2 A pre-receipted bill, along with original excise duty gate pass such as (if applicable), Installation certificate and other relevant documents & BG shall be submitted (five copies) in the name of High Court of Manipur, Imphal by the vendor soon after the delivery and installation **as the case may be** along with documents mentioned **at Annexure- VI: Payment Terms & Condition**.
- 9.4.3 Entry Tax etc if payable will be reimbursed for which vendor has to submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.

9.4.4 Payments shall be subject to deductions of any amount for which the empanelled agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

## **9.5 Onsite Warranty Maintenance**

**9.5.1** The warranty period for the systems shall be taken into account as per the "**Annexure-III: Warranty Terms & Condition**" from the date of completion of supply of products, its successful installation/commissioning and acceptance by High Court of Manipur, including free spare parts, kits etc, whichever is later.

**9.5.2** During warranty period, besides service/maintenance of Hardware and its peripherals and System Software and all driver software upgradation, installing patches and services shall also be provided at no extra cost.

**9.5.3** The vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the **Annexure-V: "Delivery & Installation"**.

**9.5.4** The vendor should fulfill the following conditions during warranty period:

I. Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with public air-transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.

II. If any of the system is down beyond two Working days (at State Capitals & Sites with public air-transport facilities) or 3 working days (at other District Sites) or 5 working days (at Sub-Division/Taluka Sites) as the case may be, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the "**Annexure-IV: Penalty Terms & Condition**".

III. Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed **15.0% of the system value, will** be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

9.5.5 On completion of the Warranty period, the Security Deposit, without any interest accrued, shall be released after satisfying that proper free warranty support has been provided during warranty period of **five years** for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, High Court of Manipur has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the quoted price/negotiated price.

## **9.6 General Conditions**

9.6.1 For services required under the project at different court complexes, please refer to point no. **7.12 :Help Desk and Trouble Ticket Management System**.

9.6.2 No interest shall be payable for the Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.

9.6.3 The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.

9.6.4 The decision of the **e-tender Committee** of High Court of Manipur arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by High Court.

9.6.5 In case the empanelled vendor is found in-breach of any condition(s) of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per rules/laws will be taken.

- 9.6.6 Any attempt by vendor to bring pressure towards High Court's decision making process, such vendors shall be disqualified for participation in the present tender and those vendors may be liable to be debarred from bidding for High Court tenders in future for a period of three years.
- 9.6.7 The successful bidder shall give presentation on how they will meet the schedule of delivery & how they will successfully carry out the installation of hardware orders so as to meet the schedule. They also should specify their inventory management & Manpower (vendor representatives identified at Imphal) for smooth implementation of the Project during warranty. Vendor must have a web based complaint registration system in place to cater on line complaint registration and status monitoring from equipment installed locations across the State for the items supplied under the project. The system should have good response. During technical evaluation, bidder has to demonstrate their package.
- 9.6.8 It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of hardware systems during implementation of the Project.
- 9.6.9 Printed conditions mentioned in the tender bids submitted by vendors will not be binding on High Court. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- 9.6.10 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 9.6.11 No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- 9.6.12 Indemnity: The selected vendor shall indemnify the High Court/User department against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware etc. and related services or any part thereof. High Court/User department stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. High Court/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- 9.6.13 Termination for Insolvency: High Court may at any time terminate the purchase order / contract by giving written notice of four (04) weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
- 9.6.14 High Court will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.

9.6.15 Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

**Definition for default :**

**9.7.1 Default is said to have occurred**

- I. If the Supplier fails to accept the Purchase Orders.
- II. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by High Court.
- III. If the supplier fails to perform any other obligation(s) under the contract.

**9.7.2 If the agency defaults on (I) of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.**

**9.7.3 If the agency defaults on II & III of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from High Court (or takes longer period in-spite of what High Court may authorize in writing), High Court may terminate the contract / purchase order in whole or in part. In addition to above, High Court may at its discretion also take the following actions:**

- I. High Court may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate High Court for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10 % of the work order as cancellation charges whichever is higher.

**9.8 Arbitration:**

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration Act,1996.

**9.9 Conciliation:**

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the Conciliation Act, 1996.

**9.10 Applicable Law**

- 9.10.1 The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 9.10.2 All disputes in this connection shall be settled in Manipur jurisdiction only.
- 9.10.3 High Court reserves the right to cancel this tender or modify the requirement, at any stage of Tender process cycle.
- 9.10.4 High Court also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 9.10.5 High Court in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 9.10.6 The vendor should provide with every System manual and related User manual, irrespective of the fact that more than one system may be meant for any location.

**(Y.Rother )**  
**CPC, High Court of Manipur**  
**Email: [cpc-mnp@aij.gov.in](mailto:cpc-mnp@aij.gov.in)**

## 10. ANNEXURES

### ANNEXTURE – I : BIDDERS PROFILE & FORMS

#### 10.1 BID PROPOSAL FORM

SL No	Particulars	Details to be Furnished
Details of the Bidders(Firm/Company)		
1	Name:	
2	Address:	
3	Telephone :	Fax:
4	Email:	Website:
Details of Authorized Person		
5	Name:	
6	Address:	
7	Telephone :	
Information about the company		
8	Status of company (Public Ltd/Pvt. Ltd)	Date:
	(Provide Ref e.g. Roc Ref#)	Ref:
9	Number of Professionals	
10	Location and Address of Offices(in Manipur, if any or in eastern Zone)	
11	Service Tax Registration Number	
12	Income Tax Registration Number (PAN)	
13	Sales Tax Registration Number (VAT)	

-----  
Signature of the Bidder

## BID PROPOSAL LETTER

To

**The Registrar General**

**High Court of Manipur,**

**Mantripukhri, Imphal,**

**Manipur, 795002**

Subject: Request for proposal for Supply, Installation and Maintenance of Hardware for District & Subordinate Courts of Manipur.

Sir,

1. We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents as specified in the Bidding documents no. <\_\_\_\_\_>.

### **2. PRICE AND VALIDITY**

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids. We are an Indian firm and do hereby confirm that our Bid prices inclusive all taxes.

### **3. Unit Rates**

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the Scope of Work under the contract.

### **4. EMD**

We have enclosed a Demand Draft in favour of Central Project Coordinator, High Court of Manipur for a sum of INR 5,00,000/- (Rupees Five Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of Bid documents. We declare that all the Services/Works shall be performed strictly in accordance with the Scope of Work.



**5. Bid Pricing**

We further declare that the prices stated in our proposal are in accordance with your Instructions to Bidders included in bidding documents.

**6. Bid Price**

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated in Annexure attached with our proposal as part of the Commercial Bid.

**7. Contract Performance Guarantee**

We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed at Annexure-1 (10.7) We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

**Yours faithfully,**

**(Signature)**

**Printed Name and Designation**

**Seal:**

**Date:**

**Place:**

**Business Address:**

**10.2 BIDDER'S AUTHORISATION CERTIFICATE:**

**To**

**The Registrar General**

**High Court of Manipur,**

**Mantripukhri, Imphal,**

**Manipur, 795002**

<Bidder's Name> \_\_\_\_\_, <Designation>  
\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference <Tender No. & date> \_\_\_\_\_. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory.

<Company Name>

Seal

**10.3 SELF-DECLARATION**

**To**

**The Registrar General**

**High Court of Manipur,**

**Mantripukhri, Imphal,**

**Manipur, 795002**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

**Dear Sir**

We, the undersigned, hereby declare that, we are not involved in any litigation with any client which will impact execution of this project. We are not under a declaration of ineligibility for corrupt or fraudulent practices. We are not blacklisted with any of the Government or Public Sector Units in India. We further declare and certify that the software & proposed licenses used in the project are not procured from any blacklisted agencies done by Government of Manipur/any other government departments.

**Name of the Bidder: -**

**Signature: -**

**Seal of the Company:**

#### **10.4 CERTIFICATE OF CONFORMITY**

**To**

**The Registrar General**

**High Court of Manipur,**

**Mantripukhri, Imphal,**

**Manipur, 795002**

#### **C E R T I F I C A T E**

This is to certify that, the service for supply installation and maintenance and service which I shall provide, if I am awarded with the work, are in conformity with the Scope of Work in the Tender document. I also certify that the price I have quoted per unit cost basis is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in the conditions of the contract.

**Name:**

**Designation:**

**Seal:**

**10.5 MANUFACTURER'S AUTHORIZATION FORM****To****The Registrar General****High Court of Manipur,****Mantripukhri, Imphal,****Manipur, 795002**

Whereas \_\_\_\_\_ (Name and Address of the Manufacturer) who are established and manufacturers of (Name/description of the products), having production facilities at \_\_\_\_\_ (Address of factory) do hereby authorize M/s \_\_\_\_\_ (Name and Address of the Bidder) to submit a bid, for providing support and for 5 years warranty and sign the Contract with you against RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for the above products manufactured by us, for the supply requirements of the above invitation of bids. We also do hereby confirm that those equipments quoted will not be end of sale in next 5 years from the date of submission of bid. We hereby extend full guarantee for the products offered are not end-of-life for supply by the above firm against the said RFP and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations as required by High Court & Subordinate Courts of Manipur.

**Name:****(In the capacity of)**

**(Duly authorized to sign the authorization on and  
behalf of)**

**Signature:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer.**

**10.6 Statement of Deviation from terms and conditions****To****The Registrar General****High Court of Manipur,****Mantripukhri, Imphal,****Manipur, 795002**

Reference: RFQ No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

Following are the deviations and variations from the tendered terms & conditions. These deviations and variations are absolutely necessary & exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>Sl No</b>	<b>Section No. &amp; Page No.</b>	<b>Deviation in the Bid</b>	<b>Brief Reason</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

-----  
**Signature & Seal of the Bidder with date**

**10.7 Performance of Bank Guarantee for Contract Performance Security Deposit  
(To be stamped in accordance with Stamp Act)**

Ref: Bank Guarantee No. Date:

**To**

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

**Mantripukhri, Imphal,**

**Manipur, 795002**

Dear Sir,

WHEREAS..... (name of the successful tenderer) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract dated ... 2015/2016 (hereinafter referred to as "the Contract") to undertake Phase-II of the eCourts Project & allied works for the High Court of Manipur hereinafter called 'the Purchaser'.

AND WHEREAS it has been stipulated in the said Contract that the Service Provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the Phase-II of the eCourts Project & allied works.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the High Court of Manipur the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. \_\_\_\_\_ (being 10 % of the sum of order value (CAPEX only)) to High Court of Manipur, Imphal. under the terms of their Agreement dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards High Court of Manipur under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from High Court of Manipur stating the service is unsatisfactory, which shall not be called in question, in that behalf and without delay/demur or set off, pay to High Court of Manipur any and all sums demanded by High Court of Manipur under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from High Court of Manipur to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period

of 5 years from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months or more in case it is required. The Bank shall extend the Guarantee annually in the manner herein before till completion of the entire project work.

- 4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - b) any breach or non-compliance by the Service Provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between service Provider and the Bank.
  
- 5. The BANK also agrees that High Court of Manipur at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against SERVICE PROVIDER and notwithstanding any security or other guarantee that High Court of Manipur may have in relation to the Solution Provider’s liabilities.

This Guarantee shall be governed by the laws of India and only the courts of Manipur, Manipur shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ..... Day of .....2016

Witness

(Signature) (Signature) (Name) (Name) Bank

Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No. Dated:



**ANNEXURE- II INDICATIVE BILL OF QUANTITY & TECHNICAL SPECIFICATION**

## A. Bill of Quantity

Sl No	Item Description	Tentative Quantity
1	i-5 Regular Desktop	29
2	i-3 Regular Desktop	87
3	24 port Switch	8
4	16 port Switch	16
5	Rack	3
6	IO box	204
7	Cat 6 cable, casing, capping	To be decided after site survey by vendor
8	24 port patch panel	14
9	3 feet patch chord.	To be decided after site survey by vendor
10	10 feet patch chord.	To be decided after site survey by vendor

N.B. For items at Sl. No 7, 9 & 10, bidders shall mention the rate quotation per piece. Quantity to be procured will be decided after a joint survey with nodal officers/court officials later.

## B. Technical Specification

### Regular Desktop (Specification)

<b>REGULAR DESKTOP</b>			
<b>S. No</b>	<b>Items</b>	<b>Detailed Specification</b>	
1	Computer System Type	Intel i3 Regular Desktop or equivalent	Intel i5 Regular Desktop or equivalent
2	Category	Business (for work) segment (not Home segment)	
3	Form Factor	Small Form Factor with <b>Volume less than 13 Litres</b>	
4	Make, Model/Part No.	( to be given by the bidder- <b>At the time of Technical Evaluation</b> )	
5	Processor Family	Intel Core i3 Processor with latest Generation <b>or equivalent</b>	Intel Core i5 Processor with latest Generation <b>or equivalent</b>
6	Processor Series	T or S Series Processor	
7	Base Frequency	2.6 Ghz or Higher	3.3 Ghz or Higher
8	Processor Cache	As per Processor	
9	Motherboard & Chipset	Intel Original Mother Board or equivalent M/B based on associated Chipset with Minimum two free PCI/PCIx/ PCI-Express slots	
10	TDP (Thermal Design Power)	Not More than 55W	Not More than 65W
11	System Memory (RAM)	4 GB 1600 Mhz DDR-III Memory or Higher	8 GB 1600 Mhz DDR-III Memory or Higher
12	Expendable Memory	Upto 8 GB,at least 2 Slots	Upto 16 GB,at least 2 Slots
13	Hard Disk	Integrated Dual Port SATA III controller ,HDD 500 GB,7200 RPM or more	
14	Preloaded Operating System	Ubuntu/Free DOS/Without OS ( <b>Ubuntu with all required drivers &amp; plugins</b> )	
15	Operating System Certificate	Ubuntu-Linux 14.04 LTS	
16	System Architecture	64-Bit	
17	Screen Size & Resolution	18.5 inch TFT LED Monitor (HD Resolution) or higher <b>with TCO6 certification</b>	
18	Screen Type	HD Wide Screen Backlit LED Anti-Glare Display	
19	Graphic	Intel HD <b>or equivalent Integrated HD Graphics &amp;</b>	

Processor	Sound Controller
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20	Monitor Mounting Support	Vesa Screws Cover for Wall Mount
21	Web Camera	N.A.
22	Pointer Device & Keyboard	<b>OEM</b> USB Optical scrolling Mouse, <b>OEM</b> USB Standard 104 Keys Keyboard
23	Microphone	N.A.
24	Speakers	Stereo Sound Speakers (Built-In with CPU Cabinet or Monitor)
25	Ethernet	<b>Integrated</b> Gigabit Ethernet Controller with IPv6 Complaint
26	Wireless	IEEE 802.11 b/g/n
27	Bluetooth	N.A.
28	USB Port	4 x USB 2.0, 2 x USB 3.0
29	Other Ports	Mic In, Speaker Out, RJ45, VGA/Display Port Out/HDMI
30	Power Supply / Adaptor	Optimum Wattage SMPS to support full use of system with all USB ports utilized
31	Energy Certification	Energy Star (EPA) ver 5.0 or later / BEE India Star ver 1 or later
32	Power Management	ACPI Complaint
33	Battery Backup	N.A.
34	Weight	N.A.
35	USB Ports Security	USB Port Disable (through BIOS)
36	Hardware Drivers	Vendor to provide drivers for Ubuntu-Linux 14.04 LTS
37	OEM Product	Original Equipment Manufacturer (OEM) Manufacturer or its authorised distributor/dealers with OEM
38	Warranty	5 Years on site Comprehensive Warranty support with Level1 Support from bidder and Level2 support from
39	Service Centre	Must have Company Authorised Service Centre in Capital City / High Court Place

**NOTE: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR HIGHER**

LOCAL AREA NETWORK (LAN)- ACTIVE ITEMS		
SL NO	ITEM	Specifications
1	16 port SFP ports , wire speed , SNMP Managed , Full Duplex , with additional dedicated stacking port & stacking cables, Layer 2 Switch	16 SFP gigabit ports autosense and auto negotiation ,full duplex ,Compliance to IEEE 802.3 (10BaseT ) , IEEE 802.3u (100BaseTX) & IEEE 802.3z (1000BaseSx/LX/T) standards, with following features Compliance to IEEE 802.3x standards for full duplex support on 10BaseT , 100 BaseTx & 1000BaseT ports Switching Bandwidth <b>128</b> Gbps ,dedicatedStacking Bandwidth 32 Gbps <b>Network OS Support should have inbuilt features as mentioned below –</b>  IPV4: Ip routing protocols like static, RIPv1,and OSPF, BGP v4, equal cost routing , VRF

		<p>- IPV6: OSPFv3, and static routes. IPv6 Routing, management</p> <p>- IEEE 802.1d, 802.1p, 802.1Q, 802.1s, 802.1w, 802.1x, 802.1ab, 802.3ad</p> <p>- IGMP snooping v1, v2 and v3, VLAN&gt;1000,SSL Support IPV6security like RA guard, DHCPv6 guard , ipv6 binding integrity guard Switch should support port security, DHCP snooping,dynamic arp inspections</p> <p><b>Management</b> : SNMPv1, SNMPv2c, and SNMPv3 , Layer 2 traceroute ,TFTP, Network Timing Protocol (NTP), RMON I and II , CLI support ,Telnet</p> <p><b>QoS</b> : 802.1p CoS and DSCP, Weighted tail drop (WTD) to provide congestion avoidance ,Strict priority queuing, rate limiting</p> <p><b>Multicast</b> :Protocol Independent Multicast (PIM) for IP Multicast routing, including PIM sparse mode (PIM-SM), PIM dense mode (PIM-DM), and PIM sparse- dense mode Standard and Extended IP security access control list , Ingress and egress access-list Support for External RADIUS /TACACS for console access restriction and authentication Power requirement 240 VAC , 50 Hz ,Operating temperature 0 to 45 degree centigrade ,Operating humidity 10% to 85 % ( non condensing) , UL &amp; IEC safety certifications , FCC/EN Electromagnetic Emission certificates , MTBF 6 years</p> <p><b>IPv6 ready from day one with logo</b></p>
2	<p>24 port 10/100/1000 Mbps &amp; 4 SFP ports , wire speed , SNMP Managed , Full Duplex ,Layer 3 Switch</p>	<p>24 ports of 10 BaseT/ 100 BaseTX on UTP &amp; 4 SFP gigabit ports for uplink ,autosense and auto negotiation ,full duplex Compliance to IEEE 802.3 (10BaseT ) , IEEE 802.3u (100BaseTX) &amp; IEEE 802.3z (1000BaseSx/LX/T) standards, with following features Compliance to IEEE 802.3x standards for full duplex support on 10BaseT , 100 BaseTx &amp; 1000BaseT ports Switching Bandwidth <b>56 Gbps</b> ,</p> <p><b>The switch should have IPV4 &amp;IPV6 support from day one</b></p> <p>Inbuilt SNMP module supporting SNMP v1,v2,v3 RMON Support Indicators for per port status, system status , power &amp; bandwidth utilization</p> <p>IEEE 802.1D compliant Spanning tree protocol</p> <p>IEEE 802.1Q compliant VLANs support (Port &amp; MAC/tag based) VLAN &gt; 250 IEEE 802.1p compliant prioritization</p> <p>In band management support via SNMP , WEB browser &amp; Telnet Support for External RADIUS /TACACS for console access restriction and authenticationMAC address based security support Support IPV6security like RA guard, DHCPv6 guard , ipv6 binding integrity guard Switch should support port security, DHCP snooping,dynamic arp inspections Traffic management support based on MAC source / destination address &amp; IP source /destination address Support for IGMP snooping &amp; Port aggregation Trunking</p> <p>Support QoS for egress and ingress traffic</p> <p>Compliance to 802.1X port level authentication , Port based ACLs &amp; support NTP Power requirement 240 VAC , 50 Hz ,Operating temperature 0 to 45 degree centigrade , Operating humidity 10% to 85 % ( non condensing) , UL &amp; IEC safety certifications , FCC/EN Electromagnetic Emission certificates , MTBF 6 years</p> <p><b>IPv6 ready from day one with logo</b></p>

3	Wall mount switch Rack	19 inch Rack , wall mount 530mm depth, 9U height, Front Glass/Vented door (lockable)
4	IO Box	1 Ports, straight types.Fully shielded jack, with metal cover for total EMI/RFI protection Exceptional material properties and design.Exceeds Cat 6 Performance.T568A,T568B or Universal pin/pair assignment. Modular design.Compatible with 22-26 AWG solid conductors.Label window for port identification. RoHS Compliant, ETL Verified ISO/IEC-11801 Class E ANSI/TIA-568-C.2 Category 6 Performance verified upto 600 MHZ
5	Supply and installation of Cat 6 cable, casing,caping etc	Cat 6, TIA/EIA 568-C .2
6	Supply and installation of 24 port patch panel	Cat 6, TIA/EIA module PCB board
7	Supply and installation of 3 feet patch chord.	Cat 6, TIA/EIA 568e.2
8	Supply and installation of 10 feet patch chord	Cat 6, TIA/EIA 568e.2

**ANNEXURE- III WARRANTY TERMS AND CONDITIONS****Warranty**

<b>SL No.</b>	<b>Description</b>	<b>Compliance</b>
<b>1</b>	The complete systems should be under 5 (Five) years free on-site comprehensive warranty support service from the date of installation or 65 months free warranty support service from the date of delivery of the systems at site, whichever is early, including free provision of spare parts, kits and batteries as and when necessary.	
<b>2</b>	During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software up-gradation, bugs/patches and services shall be provided free of cost by the vendor. However, removal of viruses from systems, toner cartridge for laser printers and ribbon for dot matrix printers are outside the scope of the warranty clause.	
<b>3</b>	<b>The vendor should fulfill the following conditions during warranty period:</b>	
<b>3(a)</b>	Supplier will maintain enough spares in Manipur (not less than 10%) so as to provide satisfactory on-site comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, which will be stored by them in India for providing comprehensive onsite warranty services to court sites. Vendor will also provide a status report every six months through e-mail to High Court/user about the support related complaints lodged by different users and availability of spares at the vendor warehouse.	
<b>3(b)</b>	Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. The resident Project Manager at Imphal will maintain the list of trouble tickets being opened and closed.	
<b>3(c)</b>	<b>The vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the Annexure : Support during warranty period.</b>	
<b>3(d)</b>	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two Working days (at State Capital & Sites with public air-transport facilities) or 3 working days (at other District Sites) or 5 working days (at Sub-Divisional/ Taluka Sites) as the case may be.	
<b>3(e)</b>	If any of the system is down beyond two Working days (at State Capital & Sites with public air-transport facilities) or 3 working days (at other	

	District Sites) or 5 working days (at Sub-Division/Taluka Sites) as the case may be, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the " <b>Annexure: Penalty</b> ".	
<b>3(f)</b>	Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days.	
<b>3(g)</b>	Vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.	
<b>3(h)</b>	High Court is establishing its own centralized Call Centre for maintenance of hardware systems across Manipur. All service support calls will be routed through this call centre to the vendors. Vendors shall attend the complaints lodged by the NIC/users during warranty period. In case of default by the vendor, penalty will be imposed as specified in the <b>Annexure : Penalty.</b>	
<b>3(i)</b>	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	

## ANNEXURE-IV, PENALTY TERMS &amp; CONDITIONS

**Penalty**

<b>S.No.</b>	<b>Activity</b>	<b>Rate</b>
1	Failure in maintaining the <b>delivery</b> schedule	0.2% (Zero point two percent) per day subject to maximum of <b>15 days on the Purchase Order Value</b> , thereafter High Court holds the option for cancellation of the order and re-procure the same from any other vendor at the cost of the supplier.
2	Failure in maintaining <b>installation</b> Schedule	0.2% (Zero point two percent) per day subject to maximum of <b>15 days as per "penalty described at point no III FOR PAYMENT ON ITEM INSTALLATION: in ANNEXURE: PAYMENT"</b> , thereafter High Court holds the option for cancellation of the order and re-procure the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the vendor.
3	Maintenance during warranty period	0.2% (Zero point two percent) per day subject to maximum of 30 days <b>ON VALUE OF THE ITEM</b> , thereafter High Court holds the option for cancellation of the order and re-procure the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the vendor. The un-installed items can be taken back by the vendor. In addition, vendor shall also be liable to pay to NIC a cancellation charge of 10% (Ten percent) of the value of unsupplied items.
4	Replacement of the faulty system	Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
5	Limitation of Liability	Taking into consideration all the above cases, the total penalty that can be levied on the vendor shall not exceed the purchase order value.



## ANNEXURE V DELIVERY &amp; INSTALLATION

Sl No	Judicial District	Location	No of PC/LAN items in nos.	Maximum period for Delivery from date of Purchase order	Maximum period for installation from date of delivery
1	Imphal West	Cheirap Court Complex at Uripok, Imphal West	<b>i5=3 i3=9 (3X3) 24port switch=1 IO=18</b>	<b>30 days</b>	<b>15 days</b>
2	Imphal West	Lamphel Court Complex, Lamphelpat	<b>i5=11 i3=33(11X3) 24port switch=3 IO=66</b>		
3	Imphal East	Jiribam court complex	<b>i5=1 i3=3 16 port=1 IO=6</b>		
4	Thoubal	Thoubal Court complex	<b>i5=3 i3=9 (3X3) 24port=1 IO=12+12</b>		
5	Bishnupur	Bishnupur Court Complex	<b>i5=5 i3=9 (3X3) 24port=1 IO=12+12</b>		
6	Churachandpur	Churachandpur Court Complex	<b>i5=3 i3=9 (3X3) 24 port= 1 16port=1 IO=12+12 Rack=1</b>		
7	Chandel	Chandel Court Complex	<b>i5=1 i3=3 16port=1 IO=6</b>		
8	Senapati	DJ Senapati Court Complex	<b>i5=1 i3=3 24port=1 Rack=1 IO=6</b>		
9	Senapati	CJM Senapati Court Complex	<b>i5=1 i3=3 16 port=1 IO=6</b>		
10	Senapati	Kangpokpi Court Complex	<b>i5=1 i3=3 16 port=1 IO=6</b>		

11	Chandel	Moreh Court Complex	<b>i5=1 i3=3 16 port=1 IO=12</b>		
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#### ANNEXURE VI PAYMENT TERMS & CONDITION

## Payment

### I. PAYMENT SCHEDULE

A pre-receipted bill (five copies) shall be submitted in the name of "High Court of Manipur" Imphal.

**An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.**

**Payment shall be done as per the following schedule:**

- A. 70% on delivery of all items included in the purchase order
- B. 30% on completion of installation of all items in the purchase order

### II. FOR PAYMENT ON ITEM DELIVERY:

**70% payment will be made on delivery of items at any specified site in Manipur as per the following process:**

- 1) The vendor will deliver the items at designated Court complexe(s) as per the purchase order and obtain signature with date and stamp on Delivery Challan(s) of the concerned **In-charge Judge or his/her authorized person/nodal officer** at the district/taluka court.
- 2) The vendor will submit a copy of Delivery Challans to the **Judge In-charge or a Nodal Officer identified by the Judge.**
- 3) The vendor will submit the bills along with original excise duty gate pass & original delivery challans to the District & Subordinate Courts of Manipur. Performance Bank Guarantee as described in Annexure- I (10.7): Security Deposit will also be required to be submitted at the time of bill submission for payment to be made.
- 4) Penalty if any, will be imposed as per Annexure 13: Penalty

### III. FOR PAYMENT ON ITEM INSTALLATION:

**Balance 30% payment will be made after complete installation of all items as per the following process:**

- 1) Vendor has to install the ordered items and will prepare **installation report** for each District Court/Taluka Courts as per the purchase order and get it signed by the concerned **In-charge Judge or his/her authorized person/nodal officer.**
- 2) Based on these installation reports, the vendor will further prepare a **consolidated installation report** consisting of serial no. of each ordered and installed item,

location of installation, date of installation, etc. Please refer to format attached below. **This consolidated installation report will be District-wise only.**

- 3) The vendor will submit all **original installation reports**, which would include District/Taluka/City Courts under the jurisdiction of a particular District Court to the **DIO** concerned/District Courts pre-designated officer.
- 4) The consolidated installation report will be duly signed with date and stamped by:
  - (a) The concerned District Judge/ nodal officer of the court complex.
- 5) Vendor will submit the following documents:-
  - i) Three copies of **consolidated installation reports** along with Original consolidated installation report at High Court,
  - ii) **Original Installation reports** to concerned District Judge/ Nodal Officer/District Informatics Officer /Sub-Divisional Courts pre-designated officer / NIC Officer
  - iii) Site wise **Installation reports & Consolidated installation reports** on DVD/CD Rom
  - iv) One DVD/CDROMs at High Court along with bills.

#### **IV. FOR PART PAYMENT of 30% AGAINST INSTALLATION IN CASE OF MULTI LOCATION SITES and SITE NOT READY CASES**

- a. In case, it is a multi-location Purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and ALL SITES ARE READY for installation, vendor will raise a single invoice for PO No 12345 and payment will be released by High Court taking into account the installation schedule. For calculating penalty if any, each site will be treated as a separate independent case and penalty will be imposed on the pro-rata value of the site PO.
- b. In case, it is a multi-location purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and SOME sites are NOT ready for installation, vendor will obtain the Site Not Ready (SNR) certificate duly signed and stamped from the USER for all those sites which are not ready. Vendor will be in constant touch with the User to know the status of SITE READINESS. Vendor is supposed to finish the installation work within 15 days from the date of intimation of SITE READINESS. Vendor will raise a single invoice for all the remaining sites where site not ready reported earlier and no Penalty is applicable in such cases provided all the documents are in order. However, if vendor fails to install within 15 days of such intimation, penalty will be imposed site wise and on pro-rata value of site PO.

**V** .However it is emphasized that the balance payments against installation (30%) will be done only in two parts

- i) 1<sup>st</sup> Part – For locations where installation is complete in all respect site wise
- ii) 2<sup>nd</sup> Part– Balance amount after installation in all remaining sites where site not ready reported earlier.

- iii) In the case of delay in installation, penalty will be charged site wise i.e for each delayed site, the penalty will be charged on the number of days installation is delayed.

**ANNEXURE – VII Bid Price Form (BOQ) [Specimen – not to quote here]**

**(Should be submitted online as Financial bid)**

**RFP for Supply, Installation, Maintenance, Facility Management and handholding support for computerization of High Court / District/ Sub-Division /Taluka Courts.**

**Bidder's Name & Address**

**To**

**The Registrar General**

**High Court of Manipur,**

**Mantripukhri,Imphal,**

**Manipur, 795002**

**Format for Commercial Proposal/BOQ**

<b>SL. NO.</b>	<b>Item Description</b>	<b>Cost per unit (inclusive of all charge)</b>
<b>A. IT Hardware for District/ Sub-Divisional/ taluka Courts</b>		
1	Regular Desktop PC with UBUNTU 14.04 O.S	
2	Network switch (8/16/24/32/40 Port)	
3	Wall mount switch rack	
4	I/O Box	
<b>Total Cost</b>		

Note: The cost per unit will be valid for ONE YEAR from date of issue of LoI, for additional Procurement.

For Capital Items, Price inclusive of all taxes & duties and five years onsite warranty cost of all the Hardware, Software incl. Maintenance & Recurring Charges of Licenses and Hosting, Manpower and adhering to RFP SLA clause.

**Total Amount in Rupees:**

**(In figures)** \_\_\_\_\_

**(In Words)** \_\_\_\_\_

## LIST OF ABBREVIATIONS

HC	High Court	NDA	Non Disclosure Agreement
DC	District Court	NeGP	National e-Governance Plan
SDJM	Sub-Divisional Judicial Magistrate	NIC	National Informatics Centre
AV	Anti-Virus	O&M	Operation and Maintenance
BG	Bank Guarantee	OEM	Original Equipment Manufacturer
ADJ	Additional District & Sessions Judge	POP	Point of Presence
BDO	Block Development Officer	PPP	Public Private Partnership
BOQ	Bill of Quantity	RAM	Random Access Memory
CD	Compact Disc	RDBMS	Relational Data Base Management System
CKGA	Central Key Generation Authority	RFP	Request For Proposal
CPU	Central Processing Unit	RPM	Revolutions Per Minute
DBA	Data Base Administrator	SHQ/HQ	State Head Quarter
DJ	District Judge	SLA	Service Level Agreement
DIT / DoIT	Department of Information Technology, Manipur	SoW	Scope of Work
DPI	Dot Per Inch	STT	Smart Transactional Terminal
DVD	Digital Video Drive	GoM	Government of Manipur
EMD	Earnest Money Deposit	ICT	Information and Communication Technology
IT	Information Technology	INR	Indian National Rupees
KMS	Key Management System	IPR	Intellectual Property Right
LAN	Local Area Network	SWAN	State Wide Area Network
LOI	Letter Of Intent	TAT	Turn Around Time
MIS	Management Information System	UPS	Uninterrupted Power Supply
MSA	Master Service Agreement		