



HIGH COURT OF MANIPUR

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

Dated: 05/10/2018.

Online Bids (Technical & Financial) in 2 (two) covers are invited for supply, installation and maintenance of 1 no. of Justice Clock (Video Wall/Electronic Display Board) in the High Court of Manipur under Phase-II of eCourts Project as per technical specifications mentioned at Annexure 2.

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

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1. INTRODUCTION

The High Court of Manipur intends to procure 1 no. of Justice Clock (Video Wall/Electronic Display Board) for supply, installation and maintenance in the High Court of Manipur under Phase-II of eCourts Project.

2. QUANTITY

I. Justice Clock – **1 No.**

The total requirement of quantity mentioned above is to be Supplied, Installed and Maintained as per **Annexure-1**.

3. SPECIFICATION OF I) Justice Clock– **Annexure-2**, In case of any clarifications/queries, interpretation of Technical Specifications by e-Committee, Hon'ble Supreme Court of India is final.

4. SCOPE OF WORK

4a) Supply, Install and Maintenance of:

I) Justice Clock – **Annexure-2**

with onsite comprehensive warranty for 5 (five) Years.

4b) Installation & Working satisfactory reports: The Successful Bidder, shall supply the Hardware as per the specifications referred in **clause 3**.

The items shall be delivered and installed at the High Court of Manipur, Mantripukhri, Imphal.

After Supply and Install of above item, the successful bidder shall prepare the following reports

(i) Proof of Delivery, **(ii)** Installation Certificate, **(iii)** Work Satisfactory Certificate - within 7 (Seven) working days from the date of installation and obtain signature with date and stamp of the CPC, High Court of Manipur. This is required for further process of auditing, payment, lodging the complaints etc.

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

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

5. QUALIFICATIONS CRITERIA

The bidder shall possess the following qualifications as minimum conditions:

- a) Technical Specifications - Compliance sheet is to be Filled/Enclosed by bidders in column 4 of **Annexures 2**.
- b) The bidder should have a turnover of at least Rs. 50 lakh per year from dealing with IT products in the last three years i.e. for the year 2015- 2016, 2016-2017 & 2017-2018.

Bidders who have hands on experience in installation of Video Wall/Electronic Display Board may be preferred. **Turnover Information** and documentary evidence to support this response shall be attached as per **Annexure-3**.

- c) The successful bidder should be a manufacturer or an authorized dealer and shall submit **Manufacturer Authorized Form (MAF)** as per **Annexure-4**.
- d) Experience in relevant area is to be summarized and enclosed as per **Annexure-5**.
- e) Financial bid is to be indicated in the format at **Annexure-6** inclusive of all Taxes, Levies, freight, forwarding, other expenses, etc. Conditional price bid would not be acceptable to tendering authority. BOQ in Excel format is to be uploaded.
- f) **Note:**
 - (1). Uploading of **Annexure-1 and Annexure-7** is NOT required.
 - (2). Uploading of **Annexure-2, Annexure-3, Annexure-4, Annexure-5 and Annexure-6** are mandatory.
- g) Bidders should be GST complaint and should submit the proof of GST registration. A copy of GST/VAT/ST/CST No. allocated by the Sales Tax Authorities, as well as PAN number of the firm allotted by the Income Tax authorities should be submitted.

6. PERIOD OF WARRANTY

- a) **The warranty shall be for a period of 5 (Five) Years** with comprehensive onsite support for all the Hardware parts.
- b) If additional period of warranty is provided by the vendor at the same

cost, that will be an added advantage.

7. EARNEST MONEY DEPOSIT (EMD): Each bidder shall pay Rs. **30,000/- (Rupees thirty thousand) only** as the Earnest Money Deposit in the form of demand draft. The demand draft should be drawn on a nationalized/scheduled bank valid for minimum 90 days and in favour of “CPC, Central Project Coordinator”, High Court of Manipur payable at Imphal. The tender without the EMD would be rejected outright.

8. PERIOD OF RATE CONTRACT

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

9. RESPONSIBILITY OF THE SUCCESSFUL BIDDER

The responsibilities of the Successful bidder are as follows:

a) Supply, Install and Maintenance of

I) Justice Clock as per **Annexure-2**.

b) Comprehensive onsite maintenance for **5 (Five) Years** for Video Wall/Electronic Display Board that are going to be supplied by the vendor as in **clause 6** for period of warranty.

c) An agreement has to be executed in this behalf in the form approved by the High Court of Manipur. – Draft **Service Level Agreement (SLA)** is at **Annexure-7**. (Subject to final approval by the High Court of Manipur).

d) The vendor should install all the items at specified site without any additional charges.

10. OTHER TERMS OF CONTRACT

10.1) Quote: The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying, installing, commissioning, freight & forwarding. Any changes in the quoted price are not allowed after the submission of the bid.

- 10.2) Licenses:** All licenses should be in the name of the “Registrar General, High Court of Manipur, Imphal”.
- 10.3) Performance Bank Guarantee(PBG):** The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee for an amount equivalent to 10% of total price as quoted in the financial bid within **15 days of issue of purchase order** valid for the period of contract + 1 month. Else, EMD amount would be forfeited.
- 10.4) Unresponsive Bids:** Bids with incomplete documentation may be treated as non-responsive and summarily be rejected. Bidders are hereby directed to ensure that all documentation/supporting documentation including documentary evidences in support of qualification criteria, testimonials etc., are complete and submitted as part of the Bid.
- 10.5) Award of Contract:** The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid. The decision of High Court of Manipur is final in this regard.
- 10.6) Reports:** The successful bidder shall collect the reports as contemplated in **Clause 4(b)**.
- 10.7) Payment to Successful Bidder:** The payment terms shall be as follows: -
- (i) Payment shall be processed in full on receipt of the installation report and working satisfactory report as referred in **clause 4(b)** and **clause 10.6** of the tender notification document.
 - (ii) High Court of Manipur is entitled to make recoveries of penalties, excess payment and applicable taxes from bidder’s bill if lawfully needed.
- 10.8) Penalty for delivery, installation and maintenance:** If successful bidder fails to supply, install and maintain all the bid items as per **Clause 2**, a penalty will be levied as per **Annexure- M**.
- 10.9) Termination of contract:** High Court of Manipur reserves the right to cancel the contract placed on the bidder if:
- a) The bidder commits breach of any of the terms and conditions.
 - b) The bidder goes in to liquidation voluntarily or otherwise.

c) The service is found unsatisfactory during the warranty period.

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

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

OR

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

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

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

10.13) Site not ready: In case it is found that, the site is not ready for delivery and installation, the High Court of Manipur will make arrangements to take material into stock, test the items and certify for further needful steps.

10.14) Variation in Quantity: The quantity of items to be procured is indicative & the same may vary.

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

10.16) The bidder should not be blacklisted: by Central Government/Government of Manipur/any Other State Government/UT or its agencies for any reasons including for corrupt or fraudulent practices or for indulging in unfair trade

practices or for backing out from execution of contract after award of work.

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

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

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

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

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

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

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

b) Last Date for Bid Submission:

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

- a) **Date and place for Pre-bid meeting:** 25-10-2018, at Officers' Conference Room, High Court of Manipur, Mantripukhri, Imphal.
- b) **LAST DATE FOR SUBMISSION OF BIDS:** 13-11-2018 @ 11:00 am
- c) **DATE FOR OPENING OF BIDS:** 13-11-2018 @ 12:00 noon
- d) **Date of opening of Financial Bids of Technically Qualified Bidders:** Within 3(three) days from the date of declaring technically qualified bids.

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

After technically qualified bids, financial bids will be opened. Financial bids shall quote all-inclusive price (i.e. price inclusive of all taxes and all other levies, Supply, Install, Maintenance, freight & forwarding expenses etc., for supply, delivery and installation of all the bid items in the High Court.

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

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

- 13. PRICE BID EVALUATION:** The Technical bid will be opened as scheduled **clause 11(b)** in e-Procurement portal. Further financial bids of technically qualified bidders will be opened in e-portal as per the schedule in **clause11(b)-(c)**. The Contract will be awarded to the successful Bidder, whose Bid has been determined to be substantially responsive by the High Court of Manipur and has been determined as the Best Value Bid.
14. HIGH COURT OF MANIPUR will not be liable or responsible for any delays due to postal/online failure or other reasons.
15. HIGH COURT OF MANIPUR reserves the right to cancel the tender, without assigning any reasons and also the right to change the quantity as per its requirements.

(Yumkham Rother)
Central Project Coordinator,
High Court of Manipur

Annexure – 1

HARDWARE TO BE ALLOTTED TO THE HIGH COURT OF MANIPUR

Sl. No.	Court Complex	Address	No. of Justice Clock
1	High Court of Manipur	Mantripukhri, Imphal 795002	1

STATEMENT SHOWING THE SPECIFICATIONS

Annexure-2

Annexure 2 = TECHNICAL SPECIFICATION FOR JUSTICE CLOCK

			Bidder's Compliance Remark
Main Parameters	LED Lamp	SMD 3535	
	Module Size	160mm X 320mm	
	Module Resolution	20 X 40 DOTS	
	Cabinet Resolution	120 X 120	
	Cabinet Size	960mm X 960mm	
	Cabinet Material	MS IRON	
	Refresh Rate	2200HZ	
	Brightness	>7000 cd/m2	
	Driving IC	MBI 5024	
	Wall Size	7 feet X 10 feet (Approx)	
PC Module/Accessories	Processor	CPC processor Core i7	
	Memory	16 GB or better	
	Hard Disk	2 TB SATA or better	
	Operating System	WINDOWS	
	Ports	8 I/O Ports, 1Ps/2, 6 USB, 2 USB 2.0, 1 VGA, Serial Port, 1 LAN	
	Remote server connectivity through LAN/Internet Wireless Keyboard & Mouse Control.		
Note: All of the above specifications should be read as equivalent or better.			

Annexure – 3

Format for Turnover information

Total turnover of the bidder during the preceding 3 years:

Financial year	Turnover in INR (Rs. In Lakhs)
2015-16	
2016-17	
2017-18	

Annexure - 4

MAF (Manufacturer Authorization Form)

Date:

Ref Number: HCM/E-43/2016-Estt/Pt-I/Vol-VIII Dated 05/10/2018

To:

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

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

Dear Sir/Madam,

SUB: “supply, installation and maintenance of 1 no. of Justice Clock (Video Wall/Electronic Display Board) in the High Court of Manipur under Phase-II of eCourts Project”.

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

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

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

Yours Faithfully,

Annexure – 5

Experience Statement

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

Sl. No.	Year	Name of the client organization	Scope of the work	Value of the work (in Rs. lakhs)
1	2015-16			
2	2016-17			
3	2017-18			

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

Annexure – 6

Financial Bid Format for the Hardware

<u>Sl. No</u>	Description	<u>Make and Model</u>	<u>Quantity</u>	<u>Rate per unit in INR(Inclusive of all taxes and</u>	<u>Total Cost in INR.</u>
	I) Justice Clock				

Successful Bidder will be identified through the above table.

The **Total Price** of above financial bid inclusive of all taxes & expenses including on-site maintenance & support for the warranty period will be taken as the basis for evaluation of financial bids.

ANNEXURE -7

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

THIS AGREEMENT executed on this day of _____ between the High Court of Manipur, Mantripukhri, Imphal-795002, represented by its Central Project Coordinator, presently Shri _____ AND _____ Co., represented by its Authorized Signatory Sri 'X' which expression shall include unless the context otherwise requires its successors and permitted assigns.

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

I. Justice Clock – **1 No.**

- to be supplied to the Courts in the Manipur State Judiciary listed in the vide Tender Notification No. _____ and as per the recommendations of the

Hon'ble High Court of Manipur, in its meeting dated: _____, the bid proposed for supply of above hardware by the company is accepted by the High Court of Manipur and the purchase order is placed with the seller to supply, install and maintain the hardware in the High Court as per in **Annexure-1** with **5 (five)** years of comprehensive warranty with onsite support as per **clause 9(b)** of the tender.

Further as per **clause 8** of the tender notification document, the rate contract agreement is valid for a period of 24(twenty four) months from the date of agreement and High Court of Manipur reserves the right to place orders with the SELLER, to supply and install, Configure and Commissioning of above hardware at the rate agreed upon. Therefore, as per the terms of the tender document and as per the recommendations of Hon'ble High Court of Manipur, by its Purchase Order No. _____ Dated _____ requested the SELLER for supply and install, Configure and Commissioning of above hardware as per the **Annexure-1**.

1. Now this agreement WITNESSTH AS FOLLOWS

In consideration of the agreed price, the SELLER hereby agrees to sell, supply, Install and maintain of above hardware of the required specifications and the High Court of Manipur agrees to purchase the same on the following terms and conditions.

2. Non working/ Non functioning/ defective/ broken

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

3. Supply, Install, Configure and Commissioning

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

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

3c) It is specifically agreed upon that the SELLER would complete his obligation as at **clause 3a)** above of this agreement, within **60(sixty) days** from the date of purchase order.

4. WARRANTY

The warranty shall include:

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

5. MAINTENANCE OF HARDWARE:

CORRECTIVE MAINTENANCE:

SELLER, undertakes to attend to any complaints relating to the hardware within 48 hours, during the period of warranty. Corrective maintenance to bring back the device to up and in working condition, failing which the seller is liable for penalty as described in **clause 7** of this agreement (SLA).

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

7. Service Delivery: Penalty for delay in attending the service calls on hardware in time, will be levied as per **Annexure -M**.

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

For M/s.

For High Court of Manipur

Name:

Name: Designation:

Designation: Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date: Witness:

1.

2.

ANNEXURE - M
PENALTY TERMS & CONDITIONS

1.	Failure in delivery and installation schedule	0.2% (Zero point two percent) per day subject to maximum of 15 days on the Purchase Order Value , 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 maintenance during warranty period	0.2% (Zero point two percent) per day ON VALUE OF THE ITEM thereafter High Court holds the option for forfeit the EMD/Security deposit of the vendor.