



HIGH COURT OF MANIPUR

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

Dated: 16/01/2018.

Supply, Installation, Commissioning, Maintenance of Diesel Generator (DG) sets 5 KVA for the Sub-ordinate Courts and MJA in Manipur State Judiciary

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

**e-mail: cpc-mnp@aij.gov.in
Phone: 9856143587**

1. INTRODUCTION

The High Court of Manipur intends to procure Diesel Generator (DG) sets 5 KVA for installation at Sub-ordinate Courts & MJA in the State of Manipur, in implementation of Phase-II of eCourts project under the e-Committee, Hon'ble Supreme Court of India.

2. QUANTITY

I. Diesel Generator sets (5 KVA)–**18 Nos.**

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

3. SPECIFICATION OF Diesel Generator sets (5 KVA) is placed at **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, Configure and Commissioning: Diesel Generator sets (5 KVA) – Annexure-2 with onsite comprehensive warranty for 5 (five) Years.

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

The vendor shall deliver the hardware to the respective Court Locations as given at Annexure -1 for installation.

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

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

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

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

5. QUALIFICATIONS CRITERIA

The bidder shall possess the following qualifications as minimum conditions:

- a) Technical Specifications - Compliance sheet is to be Filled/Enclosed in column 4 of **Annexures 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 2014-2015, 2015-2016 & 2016-2017.

Bidders who have experience in installation of DG Set 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.
- 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 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.**1,08,000/- (Rupees One Lakh Eight Thousand Only)** as the Earnest Money Deposit in the form of demand draft. The demand draft should be drawn on a nationalized/scheduled bank valid for minimum 90 days and in favour of “CPC, Central Project Coordinator”, High Court of Manipur payable at Imphal. The tender without the EMD would be rejected outright.

8. PERIOD OF RATE CONTRACT

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

9. RESPONSIBILITY OF THE SUCCESSFUL BIDDER

The responsibilities of the Successful bidder are as follows:

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

- d) The vendor should install all the items at specified site without any additional 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: Reports to be collected from the Court Locations by the successful bidder – After Supply, Installation, Configure and Commissioning of DG sets at respective Court Locations, the successful bidder shall collect the reports as contemplated in **Clause 4(b)**.

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

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

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

10.8) Penalty for delivery and installation: If successful bidder fails to supply and install the DG sets within **60 (sixty) days** from the date of award of contract, a penalty of 1% of the total cost of the DG sets per week (maximum 2 weeks) of that location will be charged and deducted from the amount payable to bidder. For supplies and installation beyond two weeks, penalty of 2% per week will be charged until the delivery & installation is complete.

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

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

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

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

OR

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

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

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

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

10.14) Variation in Quantity: The quantity of items to be procured is

indicative & the same may vary.

- 10.15) Service Centre of the Bidder:** Bidder should have at-least one authorized Service Centre in the State of Manipur and the same shall be furnished to this office at any time on demand. In case the Bidder does not have one, the bidder will have to open/arrange a Service Center within one month of the issue of the Purchase Order.
- 10.16) The bidder should not be blacklisted:** by Central Government /Government of Manipur/any Other State Government/UT or its agencies for any reasons including for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work.
- 10.17) Pending Judicial Case:** Neither the bidder nor the OEM should have any pending case with Central/State/UT pertaining to fraud/any corrupt practices in India.
- 10.18) Technical Manuals:** All equipment will have to be supplied with all the detailed operational & maintenance manuals at free of cost.
- 10.19) Currency Rate Variation:** High Court of Manipur is not responsible for variation in foreign currency exchange rates.
- 10.20) Validity of the Bid:** The bid validity is 180 days from the date of opening the Technical Bid.
- 10.21) Legal Jurisdiction:** All legal disputes are subject to the jurisdiction of High Court of Manipur only.

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

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

before the due date.

b) Last Date for Bid Submission:

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

- a) LAST DATE FOR SUBMISSION OF BIDS: 09-02-2018 @ 11:00 am**
- b) DATE FOR OPENING OF BIDS: 09.02.2018 @ 12:00 noon**
- c) Date of opening of Financial Bids of Technically Qualified Bidders: Within 3(three) days from the date of declaring technically qualified bids.**

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

After technically qualified bids, financial bids will be opened.

Financial bids shall quote all-inclusive price (i.e. price inclusive of all taxes and all other levies, Supply, Install, Configure and Commissioning, freight & forwarding expenses etc., for supply, delivery and installation of the DG sets. This price quoted shall clearly be mentioned about the basic price, all taxes, freight-forwarding, supply, install, configure and commissioning, installation and others if any.

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

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

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

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

Annexure – 1

(I) DIESEL GENERATOR (DG) SETS 5KVA TO BE ALLOTTED TO THE SUB-ORDINATE COURTS AND MJA IN THE STATE OF MANIPUR

Sl. No.	District	Court Complex	No. of DG sets (5 KVA)
1	Imphal West	Lamphel Courts Complex	4
2	Imphal West	MACT Lamphel	1
3	Imphal East	Court of JMFC Jiribam	1
4	Ukhrul	DJ Ukhrul Courts Complex	1
5	Senapati	DJ Senapati Court Complex	1
6	Senapati	CJM Senapati Court Complex	1
7	Kangpokpi	JMFC Kangpokpi Court Complex	1
8	Chandel	Moreh Court Complex	1
9	Chandel	Chandel Court Complex	1
10	Thoubal	Family Court Complex, Thoubal	1
11	Churachandpur	Churachandpur Court Complex	1
12	Tamenglong	Tamenglong Court Complex	1
13	Imphal West	High Court Complex (including MJA)	3
Total			18

STATEMENT SHOWING THE SPECIFICATIONS

Annexure – 2

(I) TECHNICAL SPECIFICATION FOR THE 5KVA DG SET & Bidders Compliance Sheet (Maximum price: Rs. 3,00,000/- per unit)			
Sl. No.	Feature	Specifications Description	Bidder Compliance Remarks
1	General technical specification	5 KVA CPCB approved close coupled Diesel Generator set with Acoustic enclosure consisting of water cooled Engine developing at least 10 BHP @ 1500 rpm/ 3000 rpm with 5 KVA, 0.80 pf single phase alternator complete with fuel tank, residential type silencer, AVM pads and standard control panel and PCC foundation to each DG set.	
2	General Engine Details	Electric Start, Close coupled, naturally aspirated, vertical in line, water cooled Diesel Engine developing not less than 10 HP @ 1500 rpm/ 3000 rpm	
3	Engine technical specification	BHP –Not less than 10, No. of Cylinders - 1 No, Dry Type Air Cleaner, Flywheel with starter ring, 12V electric starter motor, Battery charging alternator, Emission compliant	
4	Alternator	Brushless type alternator rated at 5 KVA 230 Volts, 0.8 PF, 50 Hz, 1500 rpm, Single Phase Voltage regulation of +/- 2.5% with class "F/H" insulation.	
ACCESSORIES			
5	Acoustic Enclosure	CPCB approved Acoustic enclosure shall be powder coated and fabricated out of 16 SWG CRCA MS Sheet. The Silent canopy shall be modular in construction that makes it easy for dismantling while servicing or while installing it on a terrace. Critical processes of punching shall be done on CNC machines to maintain dimensional accuracy of holes within 0.1mm. Powder coating is to be done after seven - tank surface preparation process of sheet metal. Canopy panel and doors shall have inside lining of FIRE-Retardant Foam material fixed as acoustic material. Hinged doors shall be provided to canopy and provision shall be available for viewing the inbuilt control panel from outside.	
6	Base Frame	Base frame shall be fabricated in sheet metal of minimum thickness 2.50 mm and	

		powder coated. The base frame shall be of rugged in construction and designed for mounting engine & alternator close coupled, with cross members and Anti Vibration Mounts. The base frame shall have provision for mounting of acoustic enclosure & control panel on it. The base frame is having provision of lifting hook for convenient lifting of complete set, ie. along with canopy, engine and alternator.	
7	Fuel Tank	The fuel tank shall be fabricated out of 14 SWG CRCA MS Sheet metal and shall be mounted underneath with sliding (removable) arrangement and shall have a capacity of 70 litres with drain plug. Other facilities like hand hole for cleaning, vent breather, fuel float with gauge, fuel suction and return connections shall also be provided.	
8	Control Panel	Fabricated sheet steel construction, indoor type, dust and vermin proof and inner hinged control panel with un-drilled removable bottom plate incorporating the following: Digital meter for measuring voltage, Current and Frequency – either individual or multi function meters can be used (AC), Meters (analogue/ digital) for measuring DC Voltage and Current, Provision for measuring Fuel Level, Manual START/ OFF switches, MCB, Emergency Stop.	
9	Visual Indicators For	Over frequency & Under Frequency, Over Voltage & Under Voltage, Over Load, Low Lube Oil Pressure, High Cylinder Temperature, Radiator Water Level, Low fuel level, Set ON & Load ON, Service Due, Charging Alternator/ V-Belt failure.	
10	Starting	Electric starting with wired remote control for start/stop push button for manual ON/OFF facility with automatic changeover with Grid Supply/Generator supply, LED indication with all necessary contractor, protection device, relays etc(with generator automatic off sensing grid supply).	
11	Safety Features to be incorporated for the DG set	(1). Voltage monitoring and protection for under voltage and over voltage with engine shut off. (2). Over Frequency and Under Frequency monitoring and engine shut off. (3). Over load protection and engine shut	

		<p>off.</p> <p>(4). Protection for radiator water level and engine shut off.</p> <p>(5). Low fuel protection and engine shut off.</p> <p>(6). Charging alternator/ V-belt failure and engine shut off.</p> <p>(7). High water temperature and engine shut off.</p> <p>(8). Low lube oil pressure and engine shut off.</p> <p>(9) Copper plate earthing Set – 2 numbers to each DG Set</p>	
12	Other Features	<p>(1). Provision for 10% over loading for 1 Hour- continuous rated.</p> <p>(2). Fuel consumption shall not exceed 1.80 Litres under full load condition.</p> <p>(3). Temperature rise inside the canopy in when operated in closed condition at full load for 6 hours shall not exceed 7°C above ambient temperature.</p> <p>(4). Noise Level shall not exceed 75 DB at a distance of 1 m under free-field conditions.</p>	
13	Cable	Supply, fixing of 1 X 10 mm ² / 2 X 55 mm ² PVC aluminium armoured cable 20 meter for each DG set. All the civil work and electrical work that is required for installation of DG sets is to be borne by the respective vendor.	
14	PCC foundation	PCC foundation to each DG Set. Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level. The foundation work shall be done by the firm.	
15	Tools	Standard set of tools consisting of a set of 3 spanners, one screw driver, one standard plier and one nose plier of appropriate size shall be provided to the consignees along with DG sets	
16	Certification	ISI marking. BIS and CPCB – II certification.	

Note : All the above specifications should be read as equivalent or better

Annexure – 3

Format for Turnover information

Total turnover of the bidder during the preceding 3 years:

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

Annexure -4

MAF (Manufacturer Authorization Form)

Date:

Ref Number: HCM/E-43/2016-Estt/Pt-I/Vol-VI Dated 16/01/2018

To:

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

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

Dear Sir/Madam,

SUB: Supply, Install the, 5KVA DIESEL GENERATOR (DG) SET at **the**
Sub-Ordinate Courts, MJA of Manipur.

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

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

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

Yours Faithfully,

Annexure – 5

Experience Statement

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

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

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

Annexure - 6

Financial Bid Format for the 5KVA DIESEL GENERATOR SET

SL. No.	Description	Make and Model of the Unit	Quantity	Rate per unit in INR. (Inclusive of all taxes and expenses)	Total Cost in INR.
1	DIESEL GENERATOR SETS (5KVA) along with PCC and 20 meter cabling		18		
2	Extra Cable and installation per meter		1		
Total					

Successful Bidder will be identified through the above table.

The **Total Price** of above financial bid inclusive of all taxes & expenses for 5 (Five) years on-site maintenance & support will be taken as the basis for evaluation of financial bids.

ANNEXURE-7

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

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

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

I. **DIESEL GENERATOR SET (5 KVA)-18 Nos.**

- to be supplied to the Courts in the Manipur State Judiciary listed in the vide Tender Notification No. _____ and as per the recommendations of the Hon'ble High Court of Manipur, in its meeting dated: _____, the bid proposed for supply of DIESEL GENERATOR SET (5 KVA) by the company is accepted by the High Court of Manipur and the purchase order is placed with the seller to supply and install Configure and Commissioning of the DG Sets in the respective locations as per in **Annexure-1** with 5 (five) years of comprehensive warranty with onsite support as per **clause 9(b)** of the tender.

Further as per **clause 8** of the tender notification document, the rate contract agreement is valid for a period of 24(twenty four) months from the date of agreement and High Court of Manipur reserves the right to place orders with the SELLER, to supply and install, Configure and Commissioning of DIESEL GENERATOR SET (5 KVA) at the rate agreed upon. Therefore, as per the terms of the tender document and as per the recommendations of Hon'ble High Court of Manipur, by its Purchase Order No. _____ Dated _____

requested the SELLER for supply and install, Configure and Commissioning of DIESEL GENERATOR SET (5 KVA) to the Subordinate Courts and MJA in the State of Manipur as per the **Annexure-1**.

1. Now this agreement WITNESSTH AS FOLLOWS

In consideration of the agreed price, the SELLER hereby agrees to sell, supply, Install, Configure and Commissioning of DIESEL GENERATOR SET (5 KVA) of the required specifications and the High Court of Manipur agrees to purchase the same on the following terms and conditions.

2. Non working/ Non functioning/ defective/ broken

DG Sets 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 DG Sets as per the specifications, at respective court locations and submit the reports as per **clause4(b)** of the tender document.

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

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

4. WARRANTY

The warranty shall include:

- (i) Attending & rectifying to break down calls and identifying the reason for break down.
- (ii) Replacement of defective/failed parts by supplying the new spares, free

of cost and bring the DG Sets 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 DIESEL GENERATOR SET (5 KVA):

CORRECTIVE MAINTENANCE:

SELLER, undertakes to attend to any complaints relating to the DG Sets within 48 hours for valley districts, within 72 hours for hill districts and within 5 days for Jiribam Court Complex, during the period of warranty. Corrective maintenance to bring back the device to up and in working condition, failing which the seller is liable for penalty as described in **clause 7** of this agreement (SLA).

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

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

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

For M/s.

For High Court of Manipur

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date:

Witness:

1.

2.