

MANIPUR STATE LEGAL SERVICES AUTHORITY

High Court of Manipur Complex, Mantripukhri, Imphal
Manipur-795002

No. 1/45/2018-MASLSA

Dated: 16/03/2018.

Supply, Testing and Maintenance of Desktop Computers for Manipur State Legal Services Authority(MASLSA).

**Office of the Member Secretary,
Manipur State Legal Services Authority,
High Court Complex,
Mantripukhri, Imphal – 795002.**

**Contact details for the limited purpose of this e-tender:
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Phone: (0385)2423330**

1. INTRODUCTION

The Manipur State Legal Services Authority (MASLSA) intends to procure Regular Desktop Computers.

2. QUANTITY

I. Regular Desktop Computers – **47 NOS.**

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

3. SPECIFICATION OF Regular Desktop is placed at **Annexure-2.**

4. SCOPE OF WORK

4a) Supply and Testing: Regular Desktops – Annexure-2 with comprehensive warranty for **1(one)** Year.

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

The vendor shall deliver the hardware to the MASLSA Office as given at Annexure-1 for testing.

After Supply and Testing of Regular Desktops the successful bidder shall collect the following reports –

(i) Proof of Delivery, **(ii)** Work Satisfactory Certificate - within 7 (Seven) working days from the date of installation duly signed, with seal/court seal by authorized official of MASLSA, if any, 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 Manipur State Legal Services Authority.

4d) Information Sharing: Supplied items description, make model, items serial numbers, Date of warranty Start and Date of Warranty end are to be furnished to the Manipur State Legal Services Authority.

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. 25 lakh per year from dealing with IT products in the last three years i.e. for the year 2014-2015, 2015-2016& 2016-2017.
Bidders who have experience in installation of Regular Desktop 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 1 **(one)** Year 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. **50,000/- (Rupees Fifty 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 “Member Secretary Manipur State Legal Services Authority” 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. Manipur State Legal Services Authority 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 and Test the Regular Desktops as per **Annexures-2**.
- b) **Comprehensive onsite maintenance for** 1 (one) Year 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 MASLSA. – Draft **Service Level Agreement(SLA)** is at **Annexure-7**. (Subject to final approval by the MASLSA).
- d) The vendor should test all the items 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 “Member Secretary, Manipur State Legal Services Authority (MASLSA), High Court Complex, Mantripukhri, Imphal West”.
- 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 MASLSA 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) MASLSA 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 testing: If successful bidder fails to supply and test the Regular Desktops within **30 (sixty) days** from the date of award of contract, a penalty of 1% of the total cost of the Regular Desktops per week (maximum 2 weeks) will be charged and deducted from the amount payable to bidder. For supplies and testing beyond two weeks, penalty of 2% per week will be charged until the delivery & testing is complete.

10.9) Termination of contract: MASLSA 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.
- 10.14) Variation in Quantity:** The quantity of items to be procured is indicative & the same may vary.
- 10.15) Service Centre:** The vendor should have Service Centre/representative at Imphal.
- 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:** MASLSA 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: 07.04.2018 @ 11:30 am

b) DATE FOR OPENING OF BIDS: 07.04.2018 @ 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 & forwarding expenses etc., for supply, delivery

and testing of the Regular Desktops. This price quoted shall clearly be mentioned about the basic price, all taxes, freight-forwarding, supply, testing 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 MASLSA and has been determined as the Best Value Bid.
14. MASLSA will not be liable or responsible for any delays due to postal/online failure or other reasons.
15. MASLSA reserves the right to cancel the tender, without assigning any reasons and also the right to change the quantity as per its requirements.

(R.K. Memcha Devi)
Member Secretary,
Manipur State Legal Services Authority

Annexure – 1

(I) **Regular Desktops TO BE ALLOTTED TO THE OFFICE OF MANIPUR STATE
LEGAL SERVICES AUTHORITY**

Sl. No.	Location Detail	No. of Regular Desktop
1	Manipur State legal Services Authority, High Court Complex, Imphal -02	47

STATEMENT SHOWING THE SPECIFICATIONS
Annexure – 2

(I) TECHNICAL SPECIFICATION FOR THE Regular Desktop & Bidders Compliance Sheet (Maximum price: Rs. 35,000/- per unit)			
Sl. No.	Feature	Specifications Description	Bidder Compliance Remarks
1.	Computer System Type	Intel i3 Regular Desktop or equivalent	
2.	Category	Business(for work)segment (not Home segment)	
3.	Form Factor	Small Form Factor with Volume less than 13 Litres	
4.	Make, Model/Part No.	(to be given by the bidder- At the time of Technical Evaluation)	
5.	Processor Family	Intel Core i3 Processor with latest Generation or equivalent	
6.	Processor Series	T or S Series Processor	
7.	Base Frequency	2.6 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	
11.	System Memory (RAM)	4 GB 1600 Mhz DDR-III Memory or Higher	
12.	Expendable Memory	Upto 8 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 (Ubuntu with all required drivers & plugins)	
15.	Operating System Certificate	Ubuntu-Linux 16.04 LTS	
16.	System Architecture	64-Bit	
17.	Screen Size & Resolution	18.5 inch TFT LED Monitor (HD Resolution) or higher with TCO6 certification	
18.	Screen Type	HD Wide Screen Backlit LED Anti-Glare Display	
19.	Graphic Processor	Intel HD or equivalent Integrated HD Graphics & Sound Controller	

20.	Monitor Mounting Support	Vesa Screws Cover for Wall Mount	
21.	Web Camera	N.A.	
22.	Pointer Device & Keyboard	OEM USB Optical scrolling Mouse, OEM USB Standard 104 Keys Keyboard	
23.	Microphone	N.A.	
24.	Speakers	Stereo Sound Speakers (Built-In with CPU Cabinet or Monitor)	
25.	Ethernet	Integrated 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/Adapter	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 16.04 LTS	
37.	DVD+RW drive-internal	<ul style="list-style-type: none"> • Read Speed - 32x (CD) / 12x (DVD) • Write Speed - 24x (CD) / 8x (DVD) • Rewrite Speed - 10x (CD) / 4x (DVD) Buffer Size - 2MB or more, emergency disk eject hole	
38.	Supported Recording Modes	disk-at-once, multisession, packet writing, track-at-once	
39.	OEM Product	Original Equipment Manufacturer (OEM) Manufacturer or its authorised distributor/dealers with OEM	
40.	Warranty	1 Years on site Comprehensive Warranty support with Level1 Support from bidder	
41.	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 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: No. 1/45/2018-MASLSA **Dated: 16/03/2018.**

To:

**The Member Secretary,
Manipur State Legal
Services Authority, High
Court Complex,
Mantripukhri, Imphal
West.**

Dear Sir/Madam,

SUB: Supply and Testing of Regular Desktop at **its Office.**

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 Regular Desktop Computer

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	Regular Desktop Computer				
Total					

Successful Bidder will be identified through the above table.

The **Total Price** of above financial bid inclusive of all taxes & expenses for 1(one) year 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 Manipur State Legal Services Authority, High Court Complex, Mantripukhri, Imphal West -795002, represented by its Member Secretary, presently Smt. 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 MASLSA vide orders dated _____, after processing in Tender Notification No : _____ had issued purchase order for purchase of :-

I. **Regular Desktop-47 Nos.**

- to be supplied to the locations listed in the vide Tender Notification No. _____ and as per the recommendations of the MASLSA, in its meeting dated: _____, the bid proposed for supply of Regular Desktop by the company is accepted by the Manipur State Legal Services Authority and the purchase order is placed with the seller to supply and test the Regular Desktops in the location as per in **Annexure-1** with 1(one) years of comprehensive warranty 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 MASLSA reserves the right to place orders with the SELLER, to supply and test Regular Desktops at the rate agreed upon. Therefore, as per the terms of the tender document and as per the recommendations of MASLSA, by its Purchase Order No. _____ Dated _____ requested the SELLER for supply and testing of Regular Desktops to the location specified 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,

and test Regular Desktops of the required specifications and the MASLSA agrees to purchase the same on the following terms and conditions.

2. Non working/ Non functioning/ defective/ broken

Regular Desktops 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 and Testing

3a) Reports to be collected from the Office of MASLSA:–The SELLER, shall supply the Regular Desktops as per the specifications, at location and submit the reports as per **clause4(b)** of the tender document.

3b) Only after completion of the testing, the payment shall be processed by the MASLSA.

3c) It is specifically agreed upon that the SELLER would complete his obligation as at **clause 3a)** above of this agreement, within **40(forty) 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 Regular Desktops 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 REGULAR DESKTOP:

CORRECTIVE MAINTENANCE:

SELLER, undertakes to attend to any complaints relating to the Regular Desktops 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 Regular Desktops in time, will be levied at a rate of **Rs.100/-**(Hundred Rupees) per Regular Desktop 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 Manipur State Legal Services Authority

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date:

Witness:

1.

2.