



HIGH COURT OF MANIPUR

HCM/E-43/2016Estt./Pt.-I/Vol.-II, Dated: 08/12/2016.

Procurement of **(I) DUPLEX LASER PRINTER WITH
ETHERNET PORT and (II) MFD NETWORK LASER PRINTER** for
the Sub-ordinate Courts 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 (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER for Sub-ordinate Courts 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. DUPLEX LASER PRINTER WITH ETHERNET PORT – **30 Nos.**
- II. MFD NETWORK LASER PRINTER – **30 Nos.**

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

3. SPECIFICATION OF (I) DUPLEX LASER PRINTER WITH ETHERNET PORT - Annexure-2 & (II) MFD NETWORK LASER PRINTER Annexure-2A respectively both approved by the e-Committee, Hon'ble Supreme Court of India. In case of any clarifications/queries, interpretation of Technical Specifications by e-Committee, Hon'ble Supreme Court of India is final.

4. SCOPE OF WORK

4a) Supply, Install, Configure and Commissioning: (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER as per specifications in **Annexure-2 & 2A** with onsite comprehensive warranty for 5(five) Years including all the Hardware parts and Software, except toner cartridge with onsite support all that are being supplied by the vendor.

4b) Installation & Working satisfactory reports to be collected from the Court

Locations: The Successful Bidder, shall supply (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER as per the specifications referred in **clause 3**.

Except for Hardware meant for Jiribam Court Complex, all hardware shall first be delivered at the High Court of Manipur at Mantripukhri as transit point. The hardware shall then be checked and tested in the High Court Premise in presence of High Court technicians. If no defects are found, the vendor shall deliver the said hardware to the respective court complexes as given at Annx. 1

for installation.

after Supply, Install, Configure and Commissioning of (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER at respective Court Locations, the successful bidder shall collect the reports –

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

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

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

5. QUALIFICATIONS CRITERIA

The bidder shall possess the following qualifications as minimum conditions:

- a) Technical Specifications - Compliance sheet is to be Filled/Enclosed in column 4 of **Annexures 2 and 2A.**
- b) The bidder should have a turn over 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 & 2016.

Bidders who have experience in installation of LASER PRINTERS may be preferred. **Turnover Information** and documentary evidence to support this response shall be attached as per **Annexure-3.**

- c) The successful bidder should be a manufacturer or an authorized dealer and shall submit **Manufacturer Authorized Form (MAF)** as per

Annexure-4.

- d) Experience in relevant area is to be summarized and enclosed as per – **Annexure-5.**
- e) Financials is to be indicated in the format at **Annexure-6** inclusive of All Taxes, Levies, freight, forwarding, other expenses, etc. Conditional price bid would not be acceptable to tendering authority.
- f) **Note:**
 - (1). Uploading of **Annexure-1 and Annexure-7** is NOT required.
 - (2). Uploading of **Annexure-2, Annexure-2A, Annexure-3, Annexure-4, Annexure-5 and Annexure-6** is mandatory.

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 and Software except toner cartridge.
- 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. **63,000/- (Rupees Sixty Three 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 180 days and in favour of “CPC, Central Project Coordinator, High Court of Manipur” payable at Imphal. The tender without the EMD would be rejected outright.

8. PERIOD OF RATE CONTRACT

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

9. RESPONSIBILITY OF THE SUCCESSFUL BIDDER

The responsibilities of the Successful bidder are as follows:

- a) Supply, Install, Configure and Commissioning the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER as per **Annexures-2 & 2A**.
- b) Comprehensive onsite maintenance for 5 (Five) Years including all the Hardware and Software 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)** draft is at **Annexure-7**. (Subject to final approval by the High Court of Manipur).
- d) The vendor should install all the items at specified site without any additional charge.

10. OTHER TERMS OF CONTRACT

- 10.1) Quote:** The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying, installing, commissioning, freight & forwarding. Any Change in the quoted price is not allowed after the submission of the bid.
- 10.2) Licenses:** All licenses should be in the name of the “Registrar General, High Court of Manipur, Imphal”.
- 10.3) Performance Bank Guarantee(PBG):** The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee for an amount equivalent to 10% of total price as quoted in the financial bid within 15 days of issue of purchase order valid for the period of contract + 1 month. Else, EMD amount would be forfeited.
- 10.4) Unresponsive Bids:** Bids with incomplete documentation may be treated as non-responsive and summarily be rejected. Bidders are hereby directed to ensure that all documentation/supporting documentation including documentary evidences in support of qualification criteria, testimonials etc., are complete and submitted as part of the Bid.
- 10.5) Award of Contract:** The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid. The decision of High Court of Manipur is final in this regard.
- 10.6) Reports:** Reports to be collected from the Court Locations by the successful bidder – After Supply, Installation, Configure and Commissioning of (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER 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 (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER within **30 (thirty) days** from the date of award of contract, a penalty of 1% of the total cost of the (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER 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) Default Toner:** The default toner cartridge supplied along with printers

shall not be demo cartridge but it shall be 100% fully loaded toner cartridge.

- 10.14) 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.
- 10.15) Variation in Quantity:** The quantity of items to be procured is indicative & the same may vary +/- 25%.
- 10.16) 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.
- 10.17) 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.
- 10.18) 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.
- 10.19) Technical Manuals:** All equipments will have to be supplied with all the detailed operational & maintenance manuals and software drivers at free of cost.
- 10.20) Currency Rate Variation:** High Court of Manipur is not responsible for variation in foreign currency exchange rates.
- 10.21) Validity of the Bid:** The bid validity is 180 days from the date of opening the Technical Bid.
- 10.22) 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) LAST DATE FOR SUBMISSION OF BIDS: 04-01-2017 @ 10:00 am**
- b) DATE FOR OPENING OF BIDS: 04.01.2017 @ 11:00 am**
- 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 bids are to be submitted separately in e-Procurement portal. The formats for bid evaluations are enclosed at **Annexures 2, 2A, 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, Power cabling and data/video cabling & integration etc., for supply, delivery and installation of the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER. 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, 2A, 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 (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)
Joint Registrar(Judl. & Bench)
Secretary, e-tender Committee, HCM

Annexure – 1

(I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II) MFD NETWORK LASER PRINTER TO BE ALLOTTED TO THE RESPECTIVE DISTRICTS OF THE SUB-ORDINATE COURTS IN THE STATE OF MANIPUR

Sl. No.	Court	Court Complex	MFD Network Printer	Duplex laser Network Printer
1	District & Session Court, Imphal East	Cheirap Courts complex, Uripok, Imphal West	1	1
2	District & Session Court, Imphal West		1	1
3	CJM, Imphal West		1	1
4	Family Court, Manipur	Lamphel Courts Complex, Imphal West	1	1
5	ND&PS, Manipur		1	1
6	FTC, Manipur East		1	1
7	FTC, Manipur West		1	1
8	Civil Judge(Sr.Div), Imphal East		1	1
9	Civil Judge(Sr.Div), Imphal West		1	1
10	CJM, Imphal East		1	1
11	Civil Judge(Jr.Div), Imphal East		1	1
12	Civil Judge(Jr.Div)/JMFC, Imphal West-I		1	1
13	Civil Judge(Jr.Div)/JMFC, Imphal West-II		1	1
14	CJM, Tamenglong		1	1
15	DJ Ukhrlul	DJ Ukhrlul Complex, Phungreitang	1	1
16	District & Session Court, Thoubal	Thoubal Courts Complex, near S.P. Thoubal Office	1	1
17	CJM/Civil Judge(Sr.Div), Thoubal		1	1
18	Civil Judge(Jr.Div)/JMFC, Thoubal		1	1
19	District & Session Court, Bishnupur	Bishnupur Court Complex., near Bishnupur Police Station	1	1
20	CJM/Civil Judge(Sr.Div), Bishnupur		1	1
21	Civil Judge(Jr.Div)/JMFC, Bishnupur		1	1
22	District & Session Court, Churachandpur	Churachandpur Courts Complex, Tuibong	1	1
23	CJM/Civil Judge(Sr.Div), Churachandpur		1	1
24	Civil Judge(Jr.Div)/ MFC, Churachandpur		1	1
25	DJ Senapati	Senapati DJ C.C. near D.C. Senapati	1	1
26	Civil Judge(Jr.Div)/JMFC, Kangpokpi	Kangpokpi Court Complex, Senapati	1	1
27	CJM/Civil Judge(Sr.Div), Senapati	Senapati CJM C.C. near D.C. Senapati	1	1
28	CJM/Civil Judge(Sr.Div), Chandel	Chandel CJM C.C. near D.C. Chandel	1	1
29	JMFC-Moreh	Moreh Court Complex	1	1
30	Civil Judge(Jr.Div), Jiribam	Jiribam C.C. near A.D.C. Office	1	1
TOTAL			30	30

[Except for Sl. No. 30, all hardware to be first delivered and tested at the High Court Premise. Hardware for sl. no.30 to be delivered directly at the said Court Complex]

STATEMENT SHOWING THE SPECIFICATIONS
Annexure – 2

(I) Duplex Laser Printer with Ethernet Port & Bidders Compliance Sheet			
SL.No	Feature	Specification Description	Bidder Compliance Remarks
1	Make and Model No.	(exact details to be provided by the bidder with its official brochure)	
2	Printing Technology	Monochrome Laser Printing	
3	Duplex Printing	Auto Duplex with Ubuntu 14.04 Driver support for duplex	
4	Simplex Printing Speed (A4)	25 ppm or above	
5	Firs Print Out Time	8 seconds or less	
6	Resolution	600 X 600 dpi or better	
7	Paper Tray Capacity	250 pages	
8	Output Tray Capacity	100 pages	
9	Paper Type	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
10	Duplex Printing	A4 / Letter / Legal	
11	RAM	64 MB or more	
12	Interface	USB 2.0 Hi-speed or more 10/100 Base-T Ethernet (Network)	
13	Operating System Drivers to be provided for	Ubuntu 14.04 and later, Windows Vista and later including Windows 8 (all 32 and 64 bit both)	
14	Duty Cycle	10000 pages per monh	
15	Power Requirement	AC 220-240V ($\pm 10\%$), 50 / 60 Hz ($\pm 2\text{Hz}$)	
16	Energy Certification	Energy Star (EPA) ver 5.0 / BEE India Star ver 1	
17	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacture Authorization only to bid	
18	Warranty	5 years Comprehensive warranty including all parts except toner Cartridge with on site support	
Bidder to give details			
19	A. Yield per Toner Cartridge		
20	B. Whether Toner cartridge & Drum Integrated		
21	C. Whether Cartridge refillable		
<p style="text-align: center;">NOTE : Whole of the above configuration should be read as "the same, equivalent or better/more".</p>			

Annexure – 2A

(II) Multi Function Printer Specification MFD Printer with Ethernet Port & Bidder Compliance Sheet			
SI.No	PRINT		Bidder Compliance Remarks
1	Make and Model No.	(exact details to be provided by the bidder with its official brochure)	
2	Printing Method	Monochrome Laser	
3	Simplex Printing Speed (A4)	25 ppm or more	
4	Print Resolution	600 x 600 dpi	
5	First Printout Time	10 second or less	
6	Auto Duplex Print	Auto Duplex Standard	
7	Available Paper Size for Auto Duplex Print	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
BIDDER TO GIVE DETAILS			
8	A. Yield per Toner Cartridge		
9	B. Whether Toner cartridge & Drum Integrated		
10	C. Whether Cartridge is refillable		
PAPER HANDLING			
11	Auto Document Feeder (ADF)	30 sheets	
12	Available Paper Size for Auto Document Feeder	A4, B5, A5, B6, Letter, Legal	
13	Paper Input (Standard)	250 sheets (Plain Paper of 60-80 gsm), 1- sheet Multipurpose Tray	
14	Paper Output	100 sheets	
15	Paper Sizes (Standard Cassette)	A4, B5, A5, B6, Letter, Legal	
16	Paper Sizes (Multipurpose Tray)	A4, B5, A5, B6, Letter, Legal	
17	Paper Types	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
SCAN			
18	Scan Resolution	Optical 600 X 600 Dpi or better	
19	Color depth	24 bit Color Scanning	
20	Scan Speed	Upto 12 ppm (Black & White), Upto 5 ppm (Color)	
21	Pull Scan	Yes, USB & Network	
22	Push Scan (Scan to PC)	Yes, USB & Network	
23	Scan Features	TWAIN Compatible	
24	Scan Output	PDF, JPG, TIFF etc	
25	Scanning Options	Color, Grey Scale, Black & White etc	
26	Scanner Compatibility	SANE Family of Scanners (SANE Project Supported Device)	

		COPY	
27	Copy Speed (Simplex :A4)	25 cpm (copies per minute) or more	
28	Copy Resolution	600 x 600dpi	
29	First Copy Out Time (A4)	10 seconds or less	
30	Reduce/ Enlargement	25-400%	
		FAX	
31	Modem Speed	Up to 33.6kbps	
32	Memory Capacity	Up to 100 pages	
33	Coded Dial	Up to 99 dials	
34	Receive Mode	FAX Only, Manual, Answering, Fax/TelAuto Switch	
35	Memory Backup	Permanent fax memory back-up	
36	Other Fax Features	Plain Paper Fax, EPABX Compatible, Auto Redial, Fax Activity Reports, Fax Activity Result Reports, Fax Activity Management Reports	
		CONNECTIVITY & SOFTWARE	
37	Standard Interface(s)	USB 2.0 High-Speed, 10/100 Base-T Ethernet (Network), Phone Line Port	
38	Network Security (Wired)	IP/Mac address filtering	
39	Compatible Operating Systems*3	Ubuntu 14.04, Windows Vista and later including Windows 8 (all 32 and 64 bit both)	
		GENERAL SPECIFICATIONS	
40	Memory	64 Mb or Higher	
41	Power Requirements	AC 220-240V ($\pm 10\%$), 50 / 60 Hz (± 2 Hz)	
42	Monthly Duty Cycle	10000 Pages	
43	Energy Certification	Energy Star (EPA) ver 5.0 / BEE India Star ver 1	
44	Warranty	5 Years Comprehensive warranty including all parts except toner Cartridge with on site support	
		NOTE: Whole of the above configuration should be read as "the same, equivalent or better/more".	

Annexure – 3

Format for Turnover information

Total turnover of the bidder during the preceding 3 years:

Financial year	Turnover in INR (Rs. In Lakhs)
2013-14	
2014-15	
2015-16	

Annexure -4

MAF (Manufacturer Authorization Form)

Date:

Ref Number: HCM/E-9/2016 dated: 07/12/2016.

To:

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

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

Dear Sir/Madam,

SUB: Supply, Install the (I)DUPLIX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER in the Sub-Ordinate Courts of Manipur.

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

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	2013-14			
2	2014-15			
3	2015-16			

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

Annexure – 6

Financial Bid Format for the (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER:

SL. No.	Description	Make and Model of the Unit	Quantity	Rate per unit in INR. (Inclusive all taxes and expenses)	Total Cost in INR.
1	Supply and installation of the DUPLEX LASER PRINTER WITH ETHERNET PORT (Annexure- 2)		30 Annexure-1		
2	MFD NETWORK LASER PRINTER (Annexure- 2A)		30 Annexure-1		
3	Cost of the Toner Cartridge of Sl. No.1.		1		
4	Cost of the Toner Cartridge of Sl. No.2.		1		
Total					

Successful Bidder will be identified through the above table. The Sl.No. 3 and 4 of above table is only for to identify cost of the cartridges for **Annexure 2 and 2A**. The contract will be considered only for Sl.No.1 and Sl.No.2. The bidder should provide the Cartridges in the rate mentioned there in the Sl.No.3 and 4, in case High Court of Manipur decides to procure the cartridges from the successful Bidder during the period of contract.

The **Total Price** - Sl.No.1 and Sl.No.2 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 Joint Registrar (Judicial & Bench) presently Sri Yumkham Rother 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 :-

- (I) DUPLEX LASER PRINTER WITH ETHERNET PORT – **30 Nos.**
- (II) MFD NETWORK LASER PRINTER – **30 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 (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER 30 Nos. 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 (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER in the respective locations as per in **Annexure-1** with 5(five) years of comprehensive warranty with onsite support as per **clause 9(b)** of the tender.

Further as per **clause 8** of the tender notification document, the rate contract agreement is valid for a period of 24(twenty four) months from the date of agreement and High Court of Manipur reserves the right to place orders with the SELLER, to supply and install, Configure and Commissioning (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER at the rate agreed upon. Therefore, as per the terms of the tender document and as per the recommendations of Hon'ble High Court of Manipur, by its Purchase Order No.

_____ Dated_____ requested the SELLER for supply and install, Configure and Commissioning (I)DUPLEX LASER PRINTER WITH ETHERNET PORT - 30 Nos. & (II)MFD NETWORK LASER PRINTER – 30 Nos. to the respective Districts of the Subordinate Courts in the State of Manipur as per the **Annexure-1**.

1. Now this agreement WITNESSTH AS FOLLOWS

In consideration of the agreed price, the SELLER hereby agrees to sell, supply, Install, Configure and Commissioning (I)DUPLEX LASER PRINTER WITH ETHERNET PORT -30 Nos. & (II)MFD NETWORK LASER PRINTER – 30 Nos. of the required specifications and the High Court of Manipur agrees to purchase the same on the following terms and conditions.

2. QUANTITY AND PRICE

2.1 The price for : (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER shall be as follows:

Annexure – 6
Financial Bid Format for the (I) DUPLEX LASER PRINTER WITH
ETHERNET PORT & (II)MFD NETWORK LASER PRINTER:

SL. No.	Description	Make and Model of the Unit	Quantity	Rate per unit in INR. (Inclusive all taxes and expenses)	Total Cost in INR.
1	Supply and installation of the DUPLEX LASER PRINTER WITH ETHERNET PORT (Annexure- 2)		30 Annexure-1		
2	MFD NETWORK LASER PRINTER (Annexure- 2A)		30 Annexure-1		
3	Cost of the Toner Cartridge of Sl. No.1.		1		
4	Cost of the Toner Cartridge of Sl. No.2.		1		
Total					

The Sl.No. 3 and 4 of above table is only for to identify cost of the cartridges of **Annexure 2 and 2A**. The bidder should provide the Cartridges in the rate mentioned there in the Sl.No.3 and 4, in case High Court of Manipur decides to procure the cartridges from the Successful Bidder in the period of contract.

2.2 The Price quoted has to be inclusive of all the taxes, excise duty, statutory levies, freight and forwarding charges, transit insurance charges for packing at place of manufacture, accessories fixing and installation, supplying, configuring and commissioning charges etc. from the place of manufacture to supply to the respective Districts/Talukas of the Subordinate Courts in the State. The rates quoted are the final landing price inclusive of all taxes, packing freight, forwarding charges and other expenses. etc.,

2.3 Out of the total quantities indicated above, Non working/ Non functioning/ defective/ broken

(I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK

LASER PRINTER 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

(I)DUPLEX LASER PRINTER WITH ETHERNET PORT – **30 Nos.** &

(II) MFD NETWORK LASER PRINTER – **30 Nos.**

as per the specifications, after Supply, Install, Configure and commissioning of (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER at respective court locations as per **clause 4(b)** of the tender notification.

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 **30(thirty) days** from the date of purchase order.

3d) After Supply, Install, Configure and commissioning with the existing machines, model, serial numbers and date of installation, date warranty start and date end of warranty period of supplied machines, escalation matrix, as per list as per **Annexure-1** is to be furnished to High Court of Manipur, Imphal in excel sheet.

3e) SELLER shall supply the said materials of high standard and good quality.

3f) SELLER shall carry out installation and complete the execution of the project without any undue delay, without causing disturbance to the routine activity of all the court locations and ensure smooth functioning of the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER. All expenses in this regard is to be borne by the said firm.

3g) SELLER shall carry out the installation without causing disturbance to normal work of the courts.

4. WARRANTY

4a) The warranty is for a period of 5(five) Years with comprehensive onsite support for all the Hardware parts and Software except toner cartridge as per

clause 6 and **clause 9(b)** of the tender notification document.

4b) Information of Make, Model, Serial number and escalation Matrix of service calls and start of warranty date and end of warranty date, escalation matrix is to be printed and affixed on every device supplied.

4c) SELLER has also agreed to furnish Performance Bank Guarantee (PBG) in the format approved by the High Court of Manipur for the amount equivalent to 10% of the project cost to be in force till expiry of warranty period + 1 month.

4d) 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 (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER back to normal and regular working condition.
- (iii)Steps will be taken by the bidder to bring back the faulty unit back to working condition within the stipulated time as in **clause (5)** on corrective maintenance of this agreement.

5. MAINTENANCE OF (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER:

CORRECTIVE MAINTENANCE:

SELLER, undertakes to attend to any complaints relating to the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER 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 8(b)** and **clause 9(b)** of this agreement (SLA).

6. PAYMENT

The process for payment will be initiated only after getting the Reports as contemplated in tender **clause 4(b) of the tender form**. Payment shall be made in full on receipt of the installation report and working satisfactory report with 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 of the concerned district for supplied materials (I)DUPLEX LASER

PRINTER WITH ETHERNET PORT and (II)MFD NETWORK LASER PRINTER as per locations list at **Annexure-1** and Financials at **Annexure-6**. High Court of Manipur is entitled to make recoveries of penalties, excess payment and applicable taxes from bidder's bill if lawfully needed.

7. ESCALATION MATRIX including service representative at every district head quarters is to be provided by the vendor.

8. PENALTY FOR DELAY IN DELIVERY:

8a) Material Delivery: If successful bidder fails to supply and install the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER **within 30(thirty) days** from the date of award of contract, a penalty of 1% of the total cost of the (I)DUPLEX LASER

PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER per week (maximum 2 weeks) of that location will be charged and deducted from the amount payable to bidder. For supplies and installation beyond the stipulated period, additional penalty of 2% per week will be charged until the delivery & installation is complete.

8b) Service Delivery: Penalty for delay in attending the service calls on (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER in time, will be levied at a rate of **Rs.100/- (Hundred Rupees) per each of the (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER for each day.**

9. BREACH

9a) In the event of the SELLER fails to perform his obligation as contemplated under **clause 4(b)** of this tender and **clause 8(a)** above in the agreement, the High Court of Manipur is at liberty to cancel this contract and to remove from the SELLER the damage incurred and also at liberty to impose penalty at 1% per week on the total purchase value of the (I)DUPLEX LASER PRINTER WITH

ETHERNET PORT & (II)MFD NETWORK LASER PRINTER and the High Court of Manipur shall recover the penalty out of the payment to be made from out of the PBG furnished by the seller.

9b) In the event SELLER failing to attend to any complaints during the warranty period or not attending to the same within 48 hours for valley districts, within 72 hours for hill districts and within 5 days for Jiribam Court Complex, as contemplated in the **clause 5** and **clause 8(b)** of this agreement (SLA), the High Court of Manipur is at liberty to get the fault/defect/failure attending to by any third agency and realize the cost incurred in that behalf by enforcing the Performance Bank Guarantee (PBG) furnished by the Seller and further black list the seller.

10. OTHER TERMS OF CONTRACT

10.1) Quote: The bids quoted are in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying, installing, configuring, commissioning, freight & forwarding. Any Change in the quoted price is not allowed.

10.2) Licenses: All licenses shall be in the name of the “Registrar General, High Court of Manipur, Imphal”.

10.3) Performance Bank Guarantee: The successful bidder is required to furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) 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) Reports: Reports to be collected from the Court Locations by the successful bidder – After Supply, Install, Configure and Commissioning of (I) DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER at respective Court Locations, the successful bidder shall collect the reports as in **clause 4(b)** of the tender notification document.

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

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

10.6) 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.

10.7) 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 and if the bidder fails to sign the contract and furnish the Performance Bank Guarantee(PBG) from the date of the order.

10.8) Successful bidder's Earnest Money Deposit (EMD): will be discharged upon the bidder furnishing the Performance Bank Guarantee (PBG) along with all other compliances of supply, installation, commissioning etc.

10.9) The default toner cartridge: supplied along with printers shall not be demo cartridge but it shall be 100% fully loaded toner cartridge.

10.10) Site not ready: In case it is found that, the site is not ready for delivery and installation, Office of the District Judge – concerned district will make arrangements to accept material into stock, test the items and certify for further needful steps.

10.11) The quantity: of items to be procured is indicative & the same may vary.

10.12) Rate Contract Period: This rate contract is 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 as per **clause 8** of the tender document.

10.13) The bidder should not have been 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.

10.14) 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.

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

10.16) Technical Manuals: All equipments will have to be supplied with all the detailed operational & maintenance manuals and software drivers at free of cost.

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

11. SPECIFICATIONS

Annexure -2

(I) Duplex Laser Printer with Ethernet Port & Bidders Compliance Sheet			
SL.No	Feature	Specification Description	Bidder Compliance Remarks
1	Make and Model No.	(exact details to be provided by the bidder with its official brochure)	
2	Printing Technology	Monochrome Laser Printing	
3	Duplex Printing	Auto Duplex with Ubuntu 14.04 Driver support for duplex	
4	Simplex Printing Speed (A4)	25 ppm or above	
5	Firs Print Out Time	8 seconds or less	
6	Resolution	600 X 600 dpi or better	
7	Paper Tray Capacity	250 pages	
8	Output Tray Capacity	100 pages	
9	Paper Type	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
10	Duplex Printing	A4 / Letter / Legal	
11	RAM	64 MB or more	
12	Interface	USB 2.0 Hi-speed or more 10/100 Base-T Ethernet (Network)	
13	Operating System Drivers to be provided for	Ubuntu 14.04 and later, Windows Vista and later including Windows 8 (all 32 and 64 bit both)	
14	Duty Cycle	10000 pages per monh	
15	Power Requirement	AC 220-240V (±10%), 50 / 60 Hz (±2Hz)	
16	Energy Certification	Energy Star (EPA) ver 5.0 / BEE India Star ver 1	
17	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacture Authorization only to bid	
18	Warranty	5 years Comprehensive warranty including all parts except toner Cartridge with on site support	
Bidder to give details			
19	A. Yield per Toner Cartridge		
20	B. Whether Toner cartridge & Drum Integrated		
21	C. Whether Cartridge refillable		
<p style="text-align: center;">NOTE : Whole of the above configuration should be read as "the same, equivalent or better/more".</p>			

Annexure - 2A

(II) Multi Function Printer Specification MFD Printer with Ethernet Port & Bidder Compliance Sheet			
Sl.No	PRINT		Bidder Compliance Remarks
1	Make and Model No.	(exact details to be provided by the bidder with its official brochure)	
2	Printing Method	Monochrome Laser	
3	Simplex Printing Speed (A4)	25 ppm or more	
4	Print Resolution	600 x 600 dpi	
5	First Printout Time	10 second or less	
6	Auto Duplex Print	Auto Duplex Standard	
7	Available Paper Size for Auto Duplex Print	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
BIDDER TO GIVE DETAILS			
8	A. Yield per Toner Cartridge		
9	B. Whether Toner cartridge & Drum Integrated		
10	C. Whether Cartridge is refillable		
PAPER HANDLING			
11	Auto Document Feeder (ADF)	30 sheets	
12	Available Paper Size for Auto Document Feeder	A4, B5, A5, B6, Letter, Legal	
13	Paper Input (Standard)	250 sheets (Plain Paper of 60-80 gsm), 1- sheet Multipurpose Tray	
14	Paper Output	100 sheets	
15	Paper Sizes (Standard Cassette)	A4, B5, A5, B6, Letter, Legal	
16	Paper Sizes (Multipurpose Tray)	A4, B5, A5, B6, Letter, Legal	
17	Paper Types	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope	
SCAN			
18	Scan Resolution	Optical 600 X 600 Dpi or better	
19	Color depth	24 bit Color Scanning	
20	Scan Speed	Upto 12 ppm (Black & White), Upto 5 ppm (Color)	
21	Pull Scan	Yes, USB & Network	
22	Push Scan (Scan to PC)	Yes, USB & Network	
23	Scan Features	TWAIN Compatible	
24	Scan Output	PDF, JPG, TIFF etc	
25	Scanning Options	Color, Grey Scale, Black & White etc	
26	Scanner Compatibility	SANE Family of Scanners (SANE Project Supported Device)	

IN WITNESS WHEREOF, THE PARTIES HAVE AGREED AND EXECUTED THIS AGREEMENT ON THIS DAY 2016 AT IMPHAL IN THE PRESENCE OF THE FOLLOWING WITNESS.

For M/s.

For High Court of Manipur

Name:

Name: Sri

Designation:

Designation: Joint Registrar
(Judl. & Bench)

Signature:

Signature:

Rubber stamp / Seal

Rubber stamp / Seal

Date:

Date:

Witness:

1.

2.