

HIGH COURT OF MANIPUR

HCM/E-43/2016-Estt./Pt.-II/Vol.-IIA, **Dated: 10/08/2017.**

Procurement of (I) DUPLEX LASER PRINTER WITH

ETHERNET PORT and (II) MFD NETWORK LASER PRINTER for
the Sub-ordinate Courts, MJA and DLSA 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 Subordinate Courts, MJA and DLSA 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 **31 Nos.**
- II. MFD NETWORK LASER PRINTER 40 Nos.

The total requirement of quantity mentioned above to be Supplied, Installed, Configured and Commissioned in the Sub-ordinate Courts, MJA and DLSA in the State are 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 are 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 **Annexture-2 & 2A** should be with onsite comprehensive warranty for 5(five) years including all the Hardware parts and Software, except toner cartridge that are being supplied by the vendor.
- **4b)** Consolidated Installation reports to be collected from the subordinate Courts, MJA and DLSA 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 **Consolidated Installation Report** 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 report 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, makemodel, 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, 2015-2016 & 2016-2017.
 - 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. 78,150/(Rupees Seventy Eight Thousand One Hundred and Fifty 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" 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)** 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:** Consolidated Installation Reports to be collected from the Subordinate Court Locations, MJA and DLSA 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 consolidated installation report as referred in **clause 4(b)** and **clause10.6** 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 60 (sixty) 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) 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 +/- 25%.
- **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 equipments will have to be supplied with all the detailed operational & maintenance manuals and software drivers 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 *manipurtenders.gov.in.* The completed price bid must be uploaded on or before the due date. All the uploaded documents, should be signed by a competent authority.

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:

- i. LAST DATE FOR SUBMISSION OF BIDS: 31-08-2017 @ 10:00 am
- ii. DATE FOR OPENING OF TECHNICAL BIDS: 31.08.2017 @ 11:00 am
- iii. 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 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 declaring 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 (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(ii) in e-Procurement portal. Further financial bids of technically qualified bidders will be opened in e-portal as per the schedule in clause 11(ii)&(iii). 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/ Secretary, e-tender Committee, HCM

Annexure - 1

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

SI. No.	Court	Court Complex	MFD Network Printer	Duplex laser Network Printer
1	District & Session Court, Imphal East		1	1
2	District & Session Court, Imphal West	Cheirap Courts complex, Uripok,	1	1
3	CJM, Imphal West	Imphal West	1	1
4	Family Court, Manipur		1	1
5	ND&PS, Manipur	Lamphel Courts Complex, Imphal West	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 Ukhrul	DJ Ukhrul Complex, Phungreitang	1	1
16	District & Session Court, Thoubal		1	1
17	CJM/Civil Judge(Sr.Div), Thoubal	Thoubal Courts Complex, near S.P.	1	1
18	Civil Judge(Jr.Div)/JMFC, Thoubal	Thoubal Office	1	1
19	District & Session Court, Bishnupur		1	1
20	CJM/Civil Judge(Sr.Div), Bishnupur	Bishnupur Court Complex., near	1	1
21	Civil Judge(Jr.Div)/JMFC,Bishnupur	Bishnupur Police Station	1	1
22	District & Session Court, Churachandpur		1	1
23	CJM/Civil Judge(Sr.Div),Churachandpur	Churachandpur Courts Complex,	1	1
24	Civil Judge(Jr.Div)/MFC,Churachandpur	Tuibong	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
31	High Court Of Manipur	Mantripukhri, Imphal	10	1
	TOTA	40	31	

[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

SL.No	Feature	vith Ethernet Port & Bidders Complia 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	First 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	
		Plain Paper, Heavy Paper,	
9	Paper Type	Transparency, Label, Index Card,	
		Envelope	
10	Duplex Printing	A4 / Letter / Legal	
11	RAM	64 MB or more	
		USB 2.0 Hi-speed or more 10/100	
12	Interface	Base-T Ethernet (Network)	
		,	
	Operating System Drivers to	Ubuntu 14.04 and later, Windows Vista	
13	be provided for	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)	
		Energy Star (EPA) ver 1 or above / BEE India Star ver 1	
16	Energy Certification	Illula Star ver i	
		OEM Manufacturer or its authorised	
17	Original Equipment	dealers with OEM Manufacture	
	Manufacturer (OEM) Product	Authorization only to bid	
		5 years Comprehensive warranty	
18	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		
		configuration should be read as "the lent or better/more".	

Annexure – 2A (II) Multi Function Printer Specification MFD Printer with Ethernet Port & Bidder Compliance Sheet

Compliance Sheet				
SI.No	FEATURE	SPECIFICATION DESCRIPTION	Bidder Compliance Remarks	
		PRINT		
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			
	C. Whether Cartridge is			
10	refillable			
	PAF	PER HANDLING		
11	Auto Document Feeder (ADF)	30 sheets		
12	Available Paper Size for Auto Document Feeder	A4, B5, A5, B6, Letter, Legal		
		250 sheets (Palin Paper of 60-80		
13	Paper Input (Standard)	gsm), 1- sheet Multipurpose Tray		
14	Paper Output	100 sheets		
15	Paper Sizes (Standard Cassette)	A4, B5, A5, B6, Letter, Legal		
16	Peper 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 (Balck & 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	
		TIVITY & SOFTWARE	
		USB 2.0 High-Speed, 10/100 Base-T	
37	Standard Interface(s)	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)	
		L SPECIFICATIONS	
40	Memory	64 Mb or Higher	
41	Power Requirements	AC 220-240V (± 10%), 50 / 60 Hz (± 2 Hz)	
42			
43	Energy Certification	Energy Star (EPA) ver 1.0 / 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 same, 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-IIA dated: 08/08/2017.

To:

The Registrar General, High Court of Manipur, Imphal. e-mail: cpc-mnp@aij.gov.in

Dear Sir/Madam,

SUB: Supply, Install, Configure and Commissioning (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD NETWORK LASER PRINTER in the Sub-Ordinate Courts, MJA and DLSA of Manipur.

We authorize M/s **XYZ** 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.

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)

S1. 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)

<u>Annexure - 6</u>

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

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)		31 Annexure-1		
2	MFD NETWORK LASER PRINTER (Annexure- 2A)		40 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 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 <u>High</u>
Court of Manipur, Mantripukhri, Imphal-795002, represented by its Central
Project Coordinator presently <u>Shri Yumkham Rother</u> AND <u>Co.,</u>
represented by its Authorized Signatory Shri '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 - 31 Nos.
(II) MFD NETWORK LASER PRINTER – 40 Nos.
- to be supplied to the Sub-ordinate Courts, MJA and DLSA 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, the bid proposed for
supply of (I)DUPLEX LASER PRINTER WITH ETHERNET PORT & (II)MFD
NETWORK LASER PRINTER 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.

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, install, Configure and Commissioning (I)DUPLEX LASER PRINTER WITH

ETHERNET PORT - 31 Nos. & (II) MFD NETWORK LASER PRINTER – 40 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 -31 Nos. & (II) MFD NETWORK LASER PRINTER – 40 Nos. 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

(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)** SELLER shall supply the said materials of high standard and good quality.
- **3b)** 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.
- **3c)** SELLER shall carry out the installation without causing disturbance to

normal work of the courts, MJA and DLSA in the Manipur state judiciary.

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 (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. ESCALATION MATRIX** including service representative at Imphal is to be provided by the vendor.
- 7) 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)<u>DUPLEX LASER PRINTER WITH</u> ETHERNET PORT & (II)MFD NETWORK LASER PRINTER for each day.

IN WITNESS WHEREOF, THE PARTIES HAVE AGREED AND EXECUTED THIS AGREEMENT ON THIS DAY 2017 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.