

Invitation to Tender

From:

To

Dear Sir,
For and on behalf of the Directorate of Univ. & Higher Education, Government of Manipur (hereinafter called the Department), the Director, Univ. & Higher Education, (hereinafter called Director) invites tender for appointment of Suppliers/Manufacturers/ Firms for supply of Classroom / Hostel / Library and Office Furniture Items for Government Colleges, and the office of Directorate, Univ. & Higher Education, Manipur.

Sd/-

(Signature of Director)

**GOVERNMENT OF MANIPUR
OFFICE OF THE DIRECTOR OF UNIVERSITY & HIGHER. EDUCATION.**

NOTICE INVITING TENDER:

No.3/3-88/2014-UHE

Date 19-01-2015

Sealed rate quotations bearing "Technical bid" and "Price bid" in separate envelopes further enclosed in one single envelope bearing "No.3/3-88/2014-UHE, Date 19-01-2015, are invited by the Directorate of Univ. & Higher Education Department, Government of Manipur from intending Suppliers/Manufacturers/ Firms for supply of Classroom / Hostel / Library and Office Furniture Items for Government Colleges, and the office of Directorate, Univ. & Higher Education, Manipur.

All details of the Tender are in the website of the Government of Manipur

1. www.manipur.gov.in
2. www.manipurtenders.gov.in
3. www.highereducationmanipur.nic.in



(C. ARTHUR W.)

Director,

Univ. & Higher Education, Manipur

GOVERNMENT OF MANIPUR
OFFICE OF THE DIRECTOR OF UNIVERSITY & HIGHER EDUCATION

No. 3/3-88/2014-UHE

Imphal, the 19th January 2015

Subject :- Inviting sealed rate quotations for supply of furniture items.

1. **Quotations** are invited from reputed and experienced Firms/Suppliers/Manufacturers for supply of Classroom/Hostel/Library and Office furniture items, etc. for Government Colleges, University & Higher Education Department, Govt. of Manipur as per specification at Annexure-I, II, III, IV and the terms & conditions given below:

2. TERMS & CONDITIONS:

Bids are to be submitted online through e-Procurement/Tender portal <https://manipurtenders.gov.in>. Bids must be submitted online before the stipulated time. Department / service provider will not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids.

The dates of submission of bids are as below:

Downloading Tender Document: 20-01-2015

Last Date of seeking clarification: 30-01-2015

Last Date of Submission of Tender: 1500 hrs of 11-02-2015

Date of Opening of ~~Technical Bid~~ ^{Tender}: 1100 hrs of 12-02-2015

3. ELIGIBILITY CRITERIA

- a. Bidder shall be a manufacturer/Supplier of the items having requisite manufacturing facility.
- b. The bidder shall have market standing in supplying similar items with customers' satisfaction.
- c. The Bidder should have the necessary portal enrolment with his/her own Digital Signature Certificate.
- d. Supply shall be effected directly by the bidder and not through any other agency.

4. GENERAL CONDITIONS

A complete set of bidding documents may be downloaded from the following website i) www.manipur.gov.in ii) www.manipurtenders.gov.in iii) www.highereducationmanipur.nic.in with a non-refundable fee of Rs 1000 in the form of Demand draft/Banker's cheque in favour of "Director, Higher Education, Manipur".

- a. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- b. At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- c. The bid and all correspondence and documents shall be in English.
- d. The tender document is not transferable.
- e. The tender document shall be signed by the bidder in all the pages with seal.
- f. Interested eligible bidders, if so desire, may obtain further information from the Tender Inviting Authority .
- g. The Tender Inviting Authority reserves the right to accept or reject the rates quoted by the Firm/Company/Authorised Dealer/Manufacturer.
- h. Bidders shall have to bid for entire items in the enclosed format of quotations.

5. TECHNICAL BID

- i). The bidder should furnish the following documents along with the bid, failing which the Rate Quotations will not be considered.
 - a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs 1,00,000/- (Rupees One lakh) only in the form of Demand Draft/Bankers Cheque/Bank Guaranty in favour of "Director, University & Higher Education, Manipur. Bids submitted in any other form without EMD shall not be accepted. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be refunded within 15 days after the finalization of the tender but shall not carry any interest.
 - b) Valid Registration Certificate of the Firm.
 - c) Sales Tax Clearance Certificate/ Valid VAT Certificate.
 - d) Photo Copy of Personal Pan Card & Valid Income Tax Certificate .
 - e) Specifications with a sample of each item.
 - f) Photo Copy of Supply Order/State Voucher (cash memo) for supplying the items quoted or similar items to any Department for a value of not less than Rs.10,00,000/- (Rupees ten lakhs) per annum at least once during the period from 2011-12 to 2013-14.
 - g) Bank solvency certificate.
 - h) Undertaking in the form at **Annexure-I** confirming acceptance of all terms and conditions of the tender.

- i) An undertaking on fraud and corruption as per **Annexure-II**.
- j) The List of items quoted shall be furnished in **Annexure - III**.
- ii) In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at Annexure I.
- iii) Warranty: The product supplied shall be covered under comprehensive warranty for a period of 1 year from the date of purchase/delivery including replacement of parts if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.

6. PRICE BID

The rate quoted per unit shall be the landed cost at destination, inclusive of loading, unloading, and warranty maintenance for 1 year, showing the break – up of cost.

7. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price including 1 year warranty for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

8. VALIDITY OF TENDER

The validity of tender of the successful bidder shall be at least 2 months from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. This validity period may be further extended with mutual consent.

9. REASONABILITY OF RATES/ FIRM PRICE

a) The bidder shall certify that the rates quoted are the lowest ones for any institution in the State. **If the bidder is a dealer, he shall confirm that the price quoted are based on manufacturer's list price with appropriate discount & shall enclose manufacturer's price list or priced quotation in support of his claim.**

b) During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.

c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the contract period.

d) The price quoted should be below the Distributor/Dealer price since no agents can participate in the tender. The rates quoted will be compared by the Govt. with the existing Market/Distributor's/Dealer's price.

10. STATUTORY TAXES/ DUTIES

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

11. AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) as per proforma in **Annexure IV** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

12. NON ASSIGNMENT

The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

13. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated & lowest bidder.

14. TENTATIVE QUANTITY

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

15. DELIVERY CONDITION

- a) The place of delivery will be at Government Colleges in the State of Manipur and Department of University & Higher Education.
- b) The supply of items shall be completed satisfactorily within 60 (Sixty) days from the receipt of the Purchase Order.

- c) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted after satisfaction of the item/ unit.
- d) The supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination..

16. PAYMENT TERMS

- a) **No advance payment shall be made.** Payment for the supplied items shall be made after receipt of the items and completion of all codal formalities such as relevant documents, warranty certificates etc.
- b) **No payment shall be made for rejected materials nor shall the Tenderer (s) be entitled to claim for such items.** The rejected items shall be removed by the Tenderer(s) within two weeks of the date of rejection at his or their own costs and replace immediately. In case these are not removed these shall be auctioned at the risk and responsibility of the suppliers (s) without any further notice.

17. PENALTY FOR DELAY IN DELIVERY

- a) In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) Once the maximum price reduction is reached, termination of the contract may be considered.
- c) Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD.

18. FORCE MAJUERE

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

19. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period to participate in a bidding process.

20. LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

21. ADJUDICATION/REVIEW BOARD

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments as specified in the Tender Committee.

22. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

23. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Imphal only.



(C. ARTHUR W.)

Director,
University & Higher Education,
Manipur.

No. 3/3-88/2014-UHE

Dated, Imphal _____ January, 2014.

UNDERTAKING.

To

Tender enquiry No. _____

For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.

2. I/We undersigned hereby bind myself/ourselves to the Office of _____ to supply _____. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.

3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of _____ (hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.

4. We undertake and confirm that

a) WARRANTY: The item, supplied shall be covered under warranty for a period of 1 year from the date of receipt and any maintenance or repair arising during this period of 1 year including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.

5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT shall be forfeited.

6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.

7. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

8. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

9. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.

10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

11. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF :
THE FIRM

SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s Do hereby undertake that,
in competing for (and, if the award is made to us, in executing) the subject contract for supply of
..... under tender reference no. Dt
We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director
Designation:
Seal:

PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 3 YEARS)

Name of firm.....

Sl.	Name of the product	Year	Quantity	Value	Name and full address of the purchaser	Remarks on Performance
1	2	3	4	5		
1.						
2.						
3.						

Signature and seal of the Tenderer

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of under tender reference no. Dt We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner

Designation:

Seal:

PROFORMA FOR SUPPLIED ITEMS
(DURING THE PERIOD from 2011 to 2014)

Name of Firm.....

Sl. No.	Particulars / Nameof Items	Year	Quantity	Value / Amount	Name and full address of the purchaser	Remarks on Performa nce
1.						
2.						
3.						
4.						
5.						

Signature and seal of the Tenderer

ANNEXURE-III**LIST OF FURNITURE ITEMS TO BE PURCHASED
FOR THE YEAR 2014-15**

Sl. No.	Name of Particulars/Items	Specification (unit in inches)
1	Cot with net poles	A class- wood; Size: 30(F)x22(B)x36x72
2	Reading Table with attached book rack (one shelve & one box)	A class- wood; Size: 30x36x24
3	Reading chair without arms	A class- wood; Standard Size
4	Dining Table (Hosteler's)	Size: 36 x 96 x 30(H)
5	Dining Chair (Hosteler's)without arm	A class- wood; Standard Size
6	Class Room Desk	A class- wood; Size:16x72x30x1
7	Class Room Bench	A class- wood; Size: 12x72x18x1
8	Steel book case with 4 nos.book rack	Size : 12x36x66
9	Steel Almirah with 4 shelves (20 mm)	Size : 72x42x17
10	White Board (wooden frame) both sides laminated (Fixing Model)	Size : 48x96
11	Open Rack for keeping Chemicals etc. 4-shelves for Lab.: Aclass-wood.	Size : 16x36x66x1
12	Specimen display almirah (Anthro /Zoology/ Botany), double face: A class- wood.	Size : 14x36x66x1

ANNEXURE IV

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the day of, year..... BETWEEN (1) Name and Address of the Purchaser: (2) Name and Address of the supplier: WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Condition of Contract
 - (c) Technical Requirements (including Technical Specifications)
 - (d) The Supplier's bid and original Price Schedules
 - (e) The Purchaser's Notification of Award
 - (f) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

Documents to be Uploaded/Checklist

Sl No	Document	File Type
1	Scanned Copy of Tender Fee & EMD	PDF
2	Scanned Copy of Valid Registration certificate of the Firm	PDF
3	Scanned Copy Sales tax clearance /valid VAT Certificate	PDF
4	Scanned Copy of PAN Card & Income tax Statement	PDF
5	Scanned Copy of Specification.	PDF
6	Scanned Copy of Annexure I, II, IV	rar
7	Scanned Copy of Annexure III (Price bid)	Excel