NOT TRANSFERABLE

Name and Address of Purchasing Organization: Manipur University

TENDER FOR SUPPLY OF FURNITURE ITEMS

TENDER REFERENCE: No. MU/IV/18/DR/PO/ FUR/STUDENT-DESK/2019

DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT: 08/02/2021

SUBMISSION OF TENDER DOCUMENT: Office of the Purchase Officer, Administrative Block, Manipur University.

LAST DATE & TIME OF RECEIPT OF TENDER: 22/02/2021 till 02:00 P.M.

TIME AND DATE OF OPENING OF TENDER: 22/02/2021 at 03:00 P.M.

PLACE OF OPENING OF TENDER: Office of the Registrar, Manipur University.

ADDRESS FOR COMMUNICATION: Office of the Purchase Officer, Manipur University.
TERMS & CONDITIONS

TENDER FOR SUPPLY OF FURNITURE ITEMS

1) Sealed tender in 2-bid system is invited by Manipur University for the supply of Furniture Items as per enclosed specification at Annexure-I and the following terms & conditions from reputed and experienced manufactures/authorized Dealers.

2) ELIGIBILITY CRITERIA -
   a. Bidder shall be a manufacturer/dealer/authorized dealer of furniture items having requisite manufacturing facility/dealership facility.
   c. The OEM Company should be preferably a BIFMA member having membership certificate with level 1 & 2 to effect should also have BIFMA product certificate of furniture items to be enclosed.
   d. The OEM Company should be preferably Green Business Policy (Green Guard/assured Green Business Certification/IGBC Certification)
   e. The bidder shall have market standing continuously for the past 2 year in supplying similar items with customers' satisfaction.
   f. Authorized dealer / distributors of a manufacturer or Indian Agent of an overseas vendor are also eligible to participate in the tender, provided they furnish the authorization for the items and having the dealership/distributorship for the subject items at least for three years continuously.
   g. The average annual turnover of the bidder during the last three years shall not be less than Rs. 50 lakhs.
   h. Supply shall be effected directly by the bidder and not through any other agency

GENERAL CONDITIONS

3) All bids must be accompanied by a tender fee of Rs. 1000/- in the form of Demand Draft/Bankers Cheque in favour of Registrar, Manipur University.
4) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
5) Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.
6) 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. 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.
7) The bid and all correspondence and documents shall be in the English language.
8) The tender document is not transferable.
9) The tender document shall be signed by the tenderer in all the pages with official seal.
10) Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.
11) TECHNICAL BID – To be submitted in a separate sealed envelope marked “Technical Bid”

a. All bids must be accompanied by EARNEST MONEY DEPOSIT of an amount of which is 2% of the quoted value, in the form of Demand Draft/Bankers Cheque in favour of Registrar, Manipur University. 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 and/or fails to deposit the performance security 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 returned within 30 days after the finalization of the tender.

b. Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients. Items supplied to Govt. institutions, if any for the last 3 years with copies of Purchase Order and Performance certificates are to be separately highlighted.

d. Annual Turn Over Statement for the last 3 financial years certified by the Auditor/Chartered Accountant.

e. GST Registration Certificate and copy of the latest GST filing.

f. Undertaking confirming acceptance of all terms and conditions of the tender.

(Annexure – II)

g. An undertaking on fraud and corruption. (Annexure – III)

h. In case of dealer/distributor or Indian agent of an overseas manufacturer, Authorization from the manufacturer for the items quoted.

i. Catalogue, literature, schematic diagrams and samples (wherever applicable) of all the items being offered.

j. The List of items quoted shall be furnished. The list shall specifically indicate the make/model no., manufacturer and brand name (if any) along with technical specifications. But this list shall not indicate prices of the items.

12) 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.

13) Warranty Maintenance: The Furniture supplied shall be covered under warranty for a period of 1 Year from the date of commissioning and handing over and any maintenance or repair arising during this period of years, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.

a. Authorization from Company: The successful bidder shall ensure that the manufacturers of the Item being supplied shall ensure full guarantee/warranty obligations for a period of 1 year from the date of commissioning of the supplied Items.

b. Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown within 72 hrs of reporting the fault.

c. Preventive Maintenance: During the warranty period, in addition to attending breakdown calls, there shall be regular quarterly preventive maintenance visits.

14) PRICE BID: To be submitted in a separate sealed envelope marked “Price Bid”

a. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, the Taxes/duties, Freight, Insurance, Installation Commissioning etc and warranty maintenance for 1 year, showing the break-up of cost.

b. The landed price per unit including 1 year warranty shall be the criteria for determining the L1 rate.
15) Technical Bids shall be opened at the office of the purchaser or at any other place earlier intimated, on the date and time specified in presence of the intending bidders or their authorized representatives.

16) The Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Technical Bid shall only be opened and the date and time of opening of Financial Bid shall be intimated to the eligible/short listed bidders.

17) The sealed “Technical Bid” and the sealed “Price Bid” envelopes shall again be sealed in a single envelope marked with the tender Ref. No. MU/IV/18/DR/PO/ FUR/STUDENT-DESK/2019.

18) 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 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.

19) VALIDITY OF BIDS
Bids shall remain valid for acceptance for a period of 180 days after opening of Technical bid. Bids with shorter validity shall be rejected. Purchaser may solicit bidders' consent to an extension of bid Validity period. A bidder may refuse extension request without forfeiting the bid Security.

20) VALIDITY OF TENDER
The validity of tender of the successful bidder shall be at least 1 year 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.

21) REASONABILITY OF RATES/ FIRM PRICE

a) The bidder shall certify that the rates quoted are the lowest ones for any institution in the country. If the bidder is stockiest distributor 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) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

22) 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.

23) PERFORMANCE SECURITY DEPOSIT:
The successful bidder, within 15 days of receipt of Purchase Order, shall be required to
submit Performance Security Deposit of 10% of the order value in the form of Performance
Bank Guarantee in favour of the purchaser valid for a period of years from the date of
completion of order. The Bank Guarantee shall be returned on completion of the Warranty
period of the goods supplied.
However, if the supplier fails to execute the order or fails to perform the services as per
contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the
amount forfeited.

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

25) 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.

26) 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.

27) DELIVERY CONDITION
The supply of items and successful commissioning shall be completed within 30 days from the
receipt of the Purchase Order at Manipur University, Canchipur.
The supply, installation, commissioning of the items have to be done at site by the supplier or
his authorized agent. No additional charges for these services shall be paid. The supplier or
the Indian Agent shall be responsible for these services for imported items.
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 installation,
commissioning and satisfactory demonstration of full functioning of the unit.

28) PAYMENT TERMS
No advance payment shall be made. 100% payment for the supplied items shall be made after
receipt of the fully functional items and completion of all codal formalities subject to
submission of Bank Guarantee for Performance Security, relevant documents, test
certificates, warranty certificates etc.

29) PENALTY FOR DELAY IN DELIVERY
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.

Once the maximum price reduction is reached, termination of the contract may be considered. 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 and Bank Guarantee for Performance Security and other penal provisions.

30) **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. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the tenderer the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. 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.

31) **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 not related to the purchasing department.

32) **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.

33) **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.
<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of the Items</th>
<th>Specification</th>
<th>Qnt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Student Desk Cum Bench</td>
<td>Integrated Desk Cum Bench (double seated) with shelf. 4 ft Length, Metal Base and Wooden Top</td>
<td>300</td>
</tr>
</tbody>
</table>
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 ____ years (as applicable) from the date of receipt and any maintenance or repair arising during this period including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.
   b) **Authorization from Equipment Manufacturer:** We shall furnish authorization from the manufacturer undertaking to the Purchaser in appropriate format assuring full guarantee/warranty obligations valid for a period of ___ years (as applicable) from the date of receipt of the supplied item.

5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

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: