

**GOVT. OF MANIPUR  
STATE ACADEMY OF TRAINING  
TAKYELPAT**

**NOTIFICATION**

Imphal, the 3<sup>rd</sup> January, 2019

**No. 7/13/2017(8)Pt:** The notification inviting e-tender bid for supply of Apple Macbooks in the State Academy of Training, Manipur vide this office notification of even No. dated 27<sup>th</sup> October, 2018 stands cancelled.

2. Further, bids are invited from reputed, experienced and financially sound companies/ Firms/ Agencies for supply of Apple macbooks as per revised tender Documents and dates below. Bids are to be submitted only through e-procurement portal i.e. **www.manipurtenders.gov.in**:

- i. Last date for submission of bid 24<sup>th</sup> January, 2019 at 2:00 PM.
- ii. Date of opening of technical bid 24<sup>th</sup> January, 2019 at 3:00 PM
- iii. Date of opening of financial bid 27<sup>th</sup> January, 2019 at 11:00 AM

4. Revised Tender Documents containing all details may be downloaded from the SAT website **www.satmanipur.nic.in**. and **www.manipurtenders.gov.in**.

5. SAT reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General, SAT in this regard shall be final.



(O. Nabakishore Singh)  
**Director General, SAT**

Copy to:-

1. The Director (DIPR), Manipur – *He is requested to kindly publish the notification in 1(one) National Newspaper and submit the bill with a copy of publication for payment.*
2. Guard File.

**TENDER DOCUMENT FOR SUPPLY OF APPLE MACBOOKS**

**QUALIFYING CRITERIA**

1. Manufacturers or their authorized dealers having a place of business in any part of India are eligible to participate in this tender.
2. The bidder/manufacturer of the equipment offered should be in the business for supply and installation of IT equipments for the last 3(three) calendar years.
3. Bidder should have an authorization certificate from the company for selling the equipment.
4. The average annual turnover of the bidder for the last 3(three) preceding financial year shall not be less than Rs 2(two) crores.
5. Bidder should be a Company/Firm/Agency registered under GST.
6. Bids of a firm/company that has been blacklisted by SAT or blacklisted/debarred by any other Central / State Government's organization shall not be entertained.

A handwritten signature in black ink, appearing to be 'S. Subramanian', is located at the bottom center of the page.

## TERMS AND CONDITIONS

1. Bidder shall submit the bids in 2-bids system:-**Technical bid and Financial/Price bid.**
2. **Technical Bid should be accompanied by the following:**
  - i. **EARNEST MONEY DEPOSIT (EMD)** of an amount of Rs 3,00,000/- (Rupees Three lakhs only) in the form of Demand Draft/Bankers Cheque in favour of "State Academy of Training". Scanned copy of the same must be uploaded in [www.manipur tender.gov.in](http://www.manipur tender.gov.in).  
**NOTE:** Bidders submitted in any other form or bids 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 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.
  - ii. Duly attested photocopies of valid Apple authorized dealer certificate for the products offered.
  - iii. Declaration on details of the firm, nearest after sales service facility with details of technical personnel, along with non-conviction certificate/declaration for the past 3 years (Ref. **Annexure-I**)
  - iv. Details of supplies made during last 3 years with summary of purchase orders and performance certificates issued by the clients in the format(Ref. **Annexure-II**)
  - v. Annual Turnover Statement for the last 3 preceding financial years (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant.
  - vi. GST Registration Certificate with valid GSTIN.
  - vii. Copy of PAN/TAN
  - viii. Latest Income tax return acknowledgment.
  - ix. Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid.
  - x. Undertaking in the form at **Annexure-IV** confirming acceptance of all terms and conditions of the tender.
  - xi. An undertaking on fraud and corruption as per **Annexure-V**
  - xii. Catalogue, literature and detailed product configuration (wherever applicable) of all the equipment being quoted. Technical specifications and quantities as per **Annexure-VI**.
3. **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 IV.**



4. The macbooks supplied shall be covered under comprehensive warranty as per requirement from the date of commissioning and handing over and any maintenance or repair arising during the requisite period including replacement of parts if any shall be carried out by the supplier at their own cost without any cost liability on the purchaser.
5. Supply, initial setup and successful trials of the macbooks and subsequent warranty/ servicing shall be done at site by the supplier themselves or their authorized agents at their own cost.

6. **Financial/Price Bid.**

- i. **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 showing the break – up of cost.**
- ii. No hard copy of the price bid shall be submitted. If any price bid is submitted in hard copy, it shall mandatorily lead to the rejection of bid.

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 warranty and maintenance charges) 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. Disqualified bidders shall not be evaluated.

8. **VALIDITY OF BIDS**

Bids shall remain valid for acceptance for a period of 1 year 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.

9. **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.**

10. **REASONABILITY OF RATES/ FIRM PRICE**

- i. The bidder shall certify that the rates quoted are the lowest ones for any institution in the country. **If the bidder is stockist /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.**



- ii. 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 at 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.
- iii. 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.
- iv. 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.

**11. 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.

**12. PERFORMANCE SECURITY DEPOSIT:**

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of Performance Bank Guarantee in favour of the "*State Academy of Training*" valid for a period of 1 year 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.

**13. 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) as per proforma in **Annexure-VII** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.



**14. 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.

**15. 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.

**16. DELIVERY CONDITION**

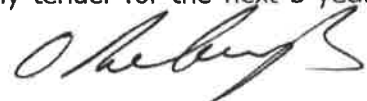
- i) The supply of items shall be completed within 1(one) month from the receipt of the Purchase Order.
- ii) The supply and trial run/ demonstration of the equipment have to be done at site by the supplier or his authorized agent. No additional charges for these services shall be paid. The supplier shall be responsible for these services.
- iii) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the office of the purchaser and the same shall be duly receipted after satisfactory demonstration.

**17. 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, warranty certificates etc.

**18. 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 and Bank Guarantee for Performance Security and other penal provisions.

**19. 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.

A handwritten signature in black ink, appearing to be 'Shubh' followed by a stylized flourish.

## **20. FRAUD & CORRUPTION:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices: -

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a 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 or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE- V**.

## **21. 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.

## **22. WAIVAL / ALTERATION ETC**

Bidders request for waival, alteration etc. in respect of bid document fee, EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests. The unpriced bids shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and / or EMD clause of the Tender Document.

## **23. 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.





**24. 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.

**25. 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 Hon'ble High Court of Manipur.

A handwritten signature in black ink, appearing to be 'Shubh' followed by a stylized flourish.

ANNEXURE I

DECLARATION

I /We M/s ..... represented by its proprietor / Managing Director having its Registered Office at..... do hereby declare that I / We have carefully read all the condition of tender in Ref. no..... dated .....for supply of Apple Macbooks for the period from.....to..... floated by the.....

I/We declare that we possess **the valid dealer certificate** issued by the Component Authority. I/We furnish the particulars in this regard in enclosure to this declaration.

I/We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit or Security and blacklisting me/us for a period of 5 years, if, any information furnished by us proved to be false at the time of inspection.

Signature

Name & Address

Seal

To be attested by the Notary.



ANNEXURE II

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

Name of firm.....  
.....

Sl.No.	Name of the product	Year	Quantity	Value	Name and full address of the purchaser	Remarks on performance
I	II	III	IV	V	VI	VII
1.						
2.						
3.						

*Shubh*

ANNEXURE-III

ANNUAL TURNOVER STATEMENT

The Annual Turnover of M/s \_\_\_\_\_  
for the past three years and concurrent commitment for the current financial year  
are given below and certified that the statement is true and correct.

---

Sl.No.	Year	Turnover_in Lakhs (Rs)
1.	-	
2.	-	
3.	-	

---

Total - Rs. \_\_\_\_\_ Lakhs.

---

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Date:  
Seal:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)



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 \_\_\_\_year from the date of receipt and any maintenance or repair arising during this period of \_\_\_\_year, 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 1 year 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.

A handwritten signature in black ink, appearing to be 'Shreyas', is located at the bottom center of the page.

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 :

A handwritten signature in black ink, appearing to be 'Shubh' or similar, written in a cursive style.

**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:

A handwritten signature in black ink, appearing to be 'Shekhar', is written at the bottom of the page.



ANNEXURE-VI

Tender No. \_\_\_\_\_

**TECHNICAL SPECIFICATIONS**

Sr. No.	Description	Qty.	Technical Specification
1.	Apple Macbook	88	13" Screen, 1440x900 pixels per inch with support for millions of colors, 720p HD front camera, Intel Core i5 Processor( <i>Clock speed of at least 1.8 GHz</i> ), 8GB of RAM, 128/ 256 GB Solid State Hard Drive, MacOS Siera or above, Integrated or dedicated graphics.



**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 \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Shirley', is located at the bottom center of the page.