

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

Imphal, the 27th October, 2018

**"NOTICE INVITING E-TENDER FOR SUPPLY OF APPLE MACBOOKS IN THE STATE
ACADEMY OF TRAINING , TAKYELPAT, IMPHAL"**

No. 7/13/2017(8)Pt: State Academy of Training (SAT), Manipur invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for supply of Apple Macbooks in the State Academy of Training, Manipur. Those who are in the similar business and providing the same service to Central/State Govt. or Autonomous Bodies may send their bids through online.

2. Complete Tender Document (qualifications, terms and conditions, instructions to the bidders, etc.) may be downloaded from the SAT website www.satmanipur.nic.in. and e-procurement website i.e. www.manipurenders.gov.in. Changes/Corrigendum if any will be uploaded at the two mentioned websites.

3. Bids are to be submitted through e-procurement portal i.e. www.manipurenders.gov.in. Details of submission timelines are given as below:

- i. Last date for submission of bid 7th November, 2018.
- ii. Date of opening of technical bid 16th November, 2018.
- iii. Date of opening of financial bid 16th November, 2018.

4. 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 Chief Secretary (AR), Govt. of Manipur.
2. The Deputy Director/ Administrative Officer, SAT.
3. The Director (DIPR), Manipur
– It is requested to kindly publish the same in 2 National dailies and 2 local dailies.
4. 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. K. Singh', 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.
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

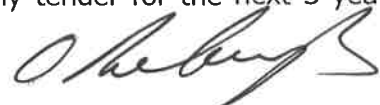
- i) The supply of items shall be completed within 1(one) month from the receipt of the Purchase Order.
- ii) The supply and trial run/ demonstration of the equipment have to be done at site by the supplier or his authorized agent. No additional charges for these services shall be paid. The supplier 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 'Shelby', is written below the text.

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

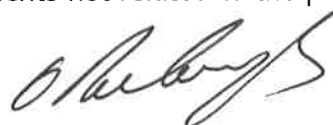
It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional 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 'Shubang', is written in a cursive style.