

**GOVERNMENT OF MANIPUR
DEPARTMENT OF SOCIAL WELFARE**

No. 5/1/13-SW(ICDS)

Dated, Imphal, the _____ 2014

INVITATION FOR BID

1. **Quotations in Two Bids system, (Technical & Price Bid)** are invited from reputed and experienced **Manufacturer of Weighing Machines** having annual gross turnover of Rs. 2.00 Cr. and above or through their authorized dealer having annual turnover of over 30.00 lakhs and above for supply of 3 types of **Weighing Machines** use in the AWCs under Social Welfare Department, Govt. of Manipur as per specification and terms & conditions given below:

SN	Item	Specifications of the item	Quantity
1	Suspended type weighing machine (Salter type)	1. Zero adjustment device - Compact to fit in kit - Light weight - aluminium - With hook, suspension ring & rustproof handle for a firm grip - Measure weight from 0-25kgs - 1kg divisions and to accurately record to the nearest 100gms - Adjustable facility - With weighing trouser	1471
2	Flat Weighing Machine	1) Baby weighing scale with easily removable pan convenient for babies up to 1 year old. 2) Non-corrosive anti-rust coated body. 3) Detachable parts or parts with sliding mechanism. 4) Attachments preferable with no screws. 5) 10 Kg X 50 g capacity.	1471
3	Adult Weighing machine	1) Should have an accuracy of 500 gms. 2) Should be dial type having a magnifying lens to see the measurement. 3) Should measure a maximum weight of 150kgs. 4) Should have zero adjustment. 5) Should be Round shape of diameter 300mm (minor variations will be accepted) 6) Shall be made of Metal, epoxy powder coated with rust proof parts.	1471

2. Bids are to be submitted at Office of the Director, Social Welfare, Directorate Head Quarter, Social Welfare, Near 2nd MR Gate, A.T. Line, Imphal-795001 in the State of Manipur.

Downloading Tender Document: 17-12-2014
Last Date of seeking clarification: 30-12-2014
Last Date of Submission of Tender: 1500 hrs of 08-01-2015
Date of Opening of Technical Bid: 1100 hrs of 09-01-2015

3. ELIGIBILITY CRITERIA

- a. Bidder shall be a manufacturer of weighing machine having requisite manufacturing facility.
- b. The bidder shall have market standing continuously for the past 3 years in supplying similar items with customers' satisfaction.
- c. Authorised 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 atleast for three years continuously.
- d. The product bearing ISI mark only will be accepted and the company having ISO certification will be preferred.
- e. The Bidder must have authorized Service Centres in the State of Manipur.
- f. The average annual gross turnover of the bidder in case of Manufacturer and in case of Authorized Dealer during the last three years shall not be less than Rs 2.00 crore and 30.00 lakhs respectively.
- g. Supply shall be effected directly by the bidder and not through any other agency.

4. GENERAL CONDITIONS

- a. A complete set of bidding documents may be downloaded from the following website i) www.manipur.gov.in ii) www.manipurenders.gov.in iii) www.socialwelfaremanipur.nic.in with a non-refundable fee of Rs 5000 in the form of Demand draft/Banker's cheque in favour of "Director, Social Welfare, Manipur".
- b. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- c. 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.
- d. The bid and all correspondence and documents shall be in the English language.
- e. The tender document is not transferable.
- f. The tender document shall be signed by the bidder in all the pages with official seal.
- g. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.
- h. The Tender Inviting Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.
- i. Bidders will have to bid for entire weighing scales in the enclosed prescribed format for quotations.

5. TECHNICAL BID

- i). The bidder shall furnish along with the bid, the following,
 - a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs 5,00,000/- in the form of Demand Draft/Bankers Cheque in favour of "Director, Social Welfare, Manipur". EMD 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.
 - b) Duly attested photocopies of valid manufacturing license, ISI & ISO Certificate for the products offered.
 - c) Current & Valid Service Tax Registration Certificate/ VAT Certificate.
 - d) Copy of PAN Card/Income Tax Statement duly certified by CA

- e) Specifications and quality of materials along with one sample each of the three types of weighing machines.
- f) Bidder should ensure that the weighing machines bear Certification by Department of Legal metrology/Weight & Measurement Department. The bidder shall submit copy of model approval issued by Govt. of India, Legal Metrology department along with technical bid.
- g) Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients in the specified format (Refer **Annexure I**). 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.
- h) Annual Turnover Statement for the last 3 financial years (Refer **Annexure II**) certified by the Auditor/ Chartered Accountant.
- i) Undertaking in the form at **Annexure-III** confirming acceptance of all terms and conditions of the tender.
- j) An undertaking on fraud and corruption as per **Annexure-IV**.
- k) In case of dealer/distributor or Indian agent of an overseas manufacturer, Authorization from the manufacturer for the items quoted in **Annexure -V**.
- l) Catalogue, literature and schematic diagrams (wherever applicable) of all the product being offered.
- m) The List of items quoted shall be furnished in **Annexure - VI**. 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.**
- n) 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 III.
- o) Warranty: The product supplied shall be covered under comprehensive warranty for a period of 1 year from the date of purchase 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

- a) The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, the Taxes/ duties, Freight, Insurance etc and warranty maintenance for 1 year, showing the break – up of cost.
- b) The bidder shall quote separately for each brand if different brands are available of the same specification.
- c) Each page of the price bid shall be duly signed by the bidder with official seal.
- d) The bidder shall duly fill up quote items and their rates as per **Annexure-VII**.

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 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.

9. 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 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. 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 from a Nationalised Bank in favour of the purchaser valid for a period of 1 year from the date of completion of order. The performance security will be discharged by the Purchaser and returned to the Supplier after completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise.

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.

12. 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 VIII** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. 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.

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

- a) The place of delivery will be at Social Welfare Godown, Takyel, Imphal-795001 in the State of Manipur.
- b) The supply of items shall be completed satisfactorily within 6 (Six) weeks 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 satisfactory demonstration of full functioning of the unit.
- d) The supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperature.
- e) The Goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

17. 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 subject to submission of Bank Guarantee for Performance Security, 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.

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. 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.

20. 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 or indefinitely to participate in a bidding process.

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. 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.

23. 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.

24. 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.

Sd/-
(Dr. Rangitabali Waikhom)
Director (Social Welfare)
Manipur

Memo No. No. 5/1/13-SW(ICDS)

Dated , Imphal, the _____, 2014.

Copy forwarded to for information and necessary action to:

1. The Principal Secretary, Social Welfare, Govt. of Manipur.
2. The Director, Information and Public Relations, Manipur for information and wide publication in the local dailies.
3. The OSD, Department of Information Technology, Govt. of Manipur.
4. The Director, Printing & Stationery Department for publication of the NIT in the Manipur Gazette.
5. Office Notice Board.

Sd/-
(Dr. Rangitabali Waikhom)
Director (Social Welfare)
Manipur

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 _____

ANNUAL TURN OVER 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 ofto 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.

- 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.

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:

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To,

Dear Sir,

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ Registered office at _____ possessing Manufacturing Licence No. _____ dated _____, Valid Upto _____, hereby authorize M/s. _____

_____ (Name and address of Representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.
- 3.

(Attach separate sheet if necessary)

We hereby extend our Guarantee/ warranty for a period of 1 year from the date of receipt of the item as per the tender conditions for the items offered for supply against the tender submitted by the above firm.

Yours faithfully,

(Name)

for and on behalf of M/s. _____

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

UNPRICED BID

Tender No. _____

A. List of Equipments / Items

Sr. No.	Description	Qty	Technical Specification attached

PRICED BID

Tender No. _____

A. List of Items

SCHEDULE OF RATES

Sr. No.	Description	Quantity	Unit Price	Landed cost including warranty maintenance.
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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 _____