

SL. NO.:

Issued To M/S.

NOT TRANSFERABLE

Name and Address of Purchasing Organization: National Sports University

TENDER FOR SUPPLY OF IT ITEMS: Desk Top, Laptop

TENDER REFERENCE:

DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT:

SUBMISSION OF TENDER DOCUMENT: Office of the Purchase Officer, National sports University
Olympic Bhavan, Khuman Lampak

LAST DATE & TIME OF RECEIPT OF TENDER: 26/3/2021 till 02:00 P.M.

TIME AND DATE OF OPENING OF TENDER: 26/03/2021 at 03:00 P.M.

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

ADDRESS FOR COMMUNICATION: Office of the Purchase & Stores Officer, National Sports University.

TERMS & CONDITIONS

TENDER FOR SUPPLY OF IT items (Desk Top, Laptop)

1) Sealed tender in single-bid system is invited by National Sports University for the supply of IT items as per enclosed specification at Annexure-I and the following terms & conditions from reputed and experienced manufactures/authorized distributors.

2) ELIGIBILITY CRITERIA –

- a. Bidder shall be a manufacturer/dealer/authorized dealer of the items having requisite servicing 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 at least for three years continuously.
- d. The average annual turnover of the bidder during the last three years shall not be less than Rs. 30 lakhs.
- e. 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. 500/- in the form of Demand Draft/Bankers Cheque in favour of Registrar, National Sports 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. 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.

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. Duly attested photocopies of valid authorised manufacturing license/dealership for the products offered.

c. 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 and schematic diagrams (wherever applicable) of all the equipment 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 equipment 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 including replacement of parts if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.

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

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 break down calls, there shall be regular quarterly preventive maintenance visits.

d. Operation & Maintenance Manuals: Two sets of operation & maintenance manuals along with circuit diagram and spare parts list of equipment shall be supplied.

e. Installation, commissioning & Warranty Service: Supply, installation, commissioning and successful trial run of the equipment & subsequent, warranty servicing shall be done at site by the supplier themselves or their authorized agent.

f. Training: If required, free demonstration, operation and maintenance training of the assigned personnel at site shall be provided.

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 breakup of cost. b. The landed price per unit including 1 year warranty shall be the criteria for determining the LI 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.

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 LI 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 LI.

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. A representation from the bidder stating 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 5 % 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 45 days from the receipt of the Purchase Order at National Sports University. The supply, installation, commissioning of the equipment and trial run 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.

ANNEXURE-I

Sl.No.	Item	Specifications	Qty
1	Desktop HP All-in-One-22-c0114in	Operating system: Windows 10 Home Single Language 64 Processor Name: Intel® Core™ i3 Memory: 8 GB DDR4-2400 Processor family: 9th Generation Hard drive description: 1 TB Display: 54.61 cm (21.5) diagonal Warranty: 1 year	8
2	HP 15s-du1034tu Laptop	Brand- HP Hard Drive- 1 TB Memory (RAM) - 8 GB Processor-10th Gen 1.6 GHz Quad- core Intel Core i5-10210U Expandable Memory-16 GB Card Reader- SD Card Memory Details- 8 GB 2666 DDR4 (1 x 8 GB) Operating System- Windows 10 Warranty- 1 Year	8
3	Apple MacBook Air MVH22HN/A Ultrabook	Brand – Apple, Model- MVH22HN/A, Display Size- 13.3 Inches(33.78 cm), RAM- 8GB, Battery Life – 11 Hrs, Pointing device- Force Touch Trackpad (with Multi Touch Gestures), SSD Capacity- 512 GB, Warranty – 1 Years.	1

ANNEXURE-II

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 ___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

AGREEMENT BETWEEN THE National Sports University AND
-----**for the supply of IT items.**

THIS CONTRACT (“Contract”) is entered into on this day the -----, between **National Sports University** (“the purchaser”) having its office at Khuman Lampak, Sports Complex, and ----- (“the supplier”) having office located at-----.

WHEREAS, the Purchaser wishes to procure the goods hereinafter referred to, and

WHEREAS, the Supplier is willing to supply these goods,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Terms& conditions**
- (i) The Supplier shall supply the goods specified in Annex A which is made an integral part of this Contract.
 - ii) The supplier shall deposit 5% of the Contract Value only as Performance Security in the form of Demand Draft drawn in favor of National Sports University, which will be refunded after delivery of goods.
 - iii) The supplier shall supply the goods within 45(forty five) days of signing of this contract.
 - iv) The supplier is bound to supply the material on the rates once quoted by them and approved by the Committee. Any hike in tax on later stage will not be paid if not levied by the Central Govt. However in the event of any revision in the existing rates of duties or introduction of any statutory duty and taxes imposed by the Government, the same will be paid extra on production of satisfactory documentary proof.
- (i) If the delivery is not effected on due date, the “**Chairman Tender Committee**” will have the right to impose penalty of the total cost of the supply order as under:
- i) First extension for the month on part thereof : @ 2%
 - ii) Second extension for an additional months: : @ 3%
 - iii) In case of Non-supply : @ 75%
- 2. Penalty**
- (ii) If in any case it is noticed that any manufacturer, firm, authorized dealer, approved supplier or any other agency is supplying item of similar specification at lower cost than that of tenderer and approved as per this tender notice, the firm should have to make the supplies at such lower rates and excess amount if any paid for supplies already made shall be recovered in lump sum.
 - (iii) If at any stage during the tenure of the contract, the supplier reduces the sales price lower than the quoted rates under agreement, the supplier will forthwith notify such reductions of the sale price to the undersigned immediately.

- (iv) The successful tenderer should ensure immediate supplies if supply order is placed on them and they are bound to supply material strictly as per the conditions approved by the Committee. If at any stage it is found that material supplied by the firms is not according to, as approved by the Committee, the ACTION AS DEEMED FIT WILL BE TAKEN AGAINST THE FIRM.
- (v) If in case the tenderer fails to supply the material within the delivery period, the order will be liable to be treated cancelled and performance security deposit money will be forfeited.
- (vi) The successful tenderer who fails to supply material according to the specifications of the material as specified in supply order and as per the sample approved by the COMMITTEE, the performance security deposit shall be forfeited and the firm will be debarred for participating in future tenders of this society.

The rate contract shall remain valid for a period of one year from the date of its issuance which can be extended for a period of 90 days or till such time the new rate contract is issued, whichever is earlier.

3. Validity

4. Payment conditions

- (i) Payment shall be made after deduction of mandatory TDS.
- (ii) No advance payments shall be made. All payments will be after receipt of -----and its inspection report by the committee constituted for the purpose.
- (iii) GST shall be payable.
- (iv) Payment shall be made in INR, no later than 30 days following submission of bills in triplicate on completion of supply by the supplier.

5. Force Majeure

The tenderer shall be responsible for the proper packing, so as to avoid damage under normal conditions of transport by rail, road or air and delivery of material in good condition to the consignee at the destination. In the event of any loss, damage, breakage, leakage or any shortage, the supplier shall be liable to make good such loss and shortage found at the checking/ inspection/ verification of the materials by the consignee, no extra cost on such account shall be admissible.

6. Performance Standards

All the stores supplied shall be of the best quality, specification and in accordance with the approved standards and samples if provided. In case of any articles supplied not being approved, same shall be liable to be rejected or replaced and any expenses as a result of rejection or replacement of supplies, shall be entirely at the cost of tenderer

7. Assignment

The successful tenderer shall be responsible for execution of the supplies strictly in accordance with the contract in full and shall not in any case assign or sublet any part thereof. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual

obligation on merits of each case, besides forfeiture of PSD withholding of other deposits in Ministry of Youth and Sports Affairs as a whole or even black listing of the suppliers.

For the purchaser

For the supplier

Sign

Sign

Name

Name