

GOVERNMENT OF MANIPUR
DIRECTORATE OF AGRICULTURE: MANIPUR

No. AGM-I/108-SHM/SHC-2019:

Imphal, the 7th October, 2019.

TENDER INVITATION OF BID

- 1. Tender Quotation in two Bids system**, (Technical & price Bid) are invited from the intending Suppliers/Firms/ Authorized Dealers/Agencies for supply of 16 (Sixteen) Nos. of Soil Testing and Fertilizer Recommendation (STFR). Soil testing Mini Lab for 12 parameters and additional 3 parameter with reagent kit for 100 soil samples under Soil Health Card & Soil Health Management Scheme. The quantity may be increased or decreased as per availability of funds.
- 2.** The bids should be submitted to the Director of Agriculture, Manipur on or before 18th Nov, 2019 at 3.00 PM.



(Laltanpuii Vanchhong)

Director of Agriculture: Manipur

Copy to:-

1. The Commissioner (Agri), Government of Manipur.
2. The Editor, Poknapham Manipuri Edition, Keishampat, Imphal
3. The Editor, Sangai Express, English Edition, Thouda Bhabok Leikai, Imphal.
4. Notice Board

They are requested to publish the above caption for two days consecutively w.e.f.

Term & Conditions of Tender Inviting of Bid for purchase of Mini Soil Testing Laboratory

Ref. No. No. AGM-I/108-SHM/SHC-2019: dated 07-11-2019.

1. ELIGIBILITY CRITERIA

- a. Registered Firms/Companies under relevant Rules/Acts dealing with the product.
- b. Authorized dealer/distributors of a manufacturer 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.
- c. Supply shall be affected directly by the bidder and not through any other agency.

2. GENERAL CONDITIONS

- a. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- b. The bid and all correspondence and document shall be in the English language.
- c. The tender document is not transferable.
- d. The tender document shall be signed by the bidder in all the pages with official seal.
- e. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.
- f. Lowest quotation will be accepted.
- g. The Tender inviting Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.

3. TECHNICAL BID

The following shall be furnished along with the Bid by the Bidder:

- a) All bids must be accompanied Tender fee for an amount of Rs.1000/- (Rupees One thousand) only as non-refundable fee in the form of Demand draft/Banker's cheque in favour of " Director of Agriculture, Manipur"
- b) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs.30,000/-(Rupees thirty thousand) only in the form of Demand Draft/Bankers cheque in favour of "Director of Agriculture, 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. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.
- c) Duly attested photocopies of valid manufacturing license for the products offered.
- d) Current & valid service Tax Registration Certificate/GST Certificate.
- e.) Copy of PAN Card, Aadhaar Card and Income Tax return for the past 02 (Two) years i.e. 2016-17 & 2017-18.
- f) Warranty: The product supplied shall be covered under comprehensive warranty for a period of 1 year from the date of purchase including replacement of damaged quantity if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.



4. PRICE BID.

- a) The rate quoted per unit shall be the landed cost at destination, including of packing, forwarding, the Taxes/duties, Freight, Insurance etc. Showing the break-up of cost.
- b) Each page of the price bid shall be duly signed by the bidder with official seal.

5. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price 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.

6. 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 item at agreed rates during this period. This validity period may be further extended with mutual consent.

7. REASONABILITY OF RATE/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 enclosed manufacturer's price list or priced quotation in support of his claim.
- b) During the period of the contract, if the price of tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutory 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 price 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 rate quoted will be compared by the Govt. with the existing Market/Distributor's price.

10. 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 Nationalized Bank in favour of the purchaser valid till the date of completion of order. The Bank Guarantee shall be returned on completion of the Supplies of the goods. 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 encased & the amount forfeited.



11. 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) within 15 days from the date of the intimation from Tender inviting Authority informing that tender has been accepted.

12. NON ASSIGNMENT

The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof to any person or persons what so ever.

13. TENTATIVE QUANTITY

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of tender Inviting Authority. The rate quoted should not vary with the quantum of the order or the destination.

15. DELIVERY CONDITION

- a) The place of delivery will be at the Office storeroom at Porompat, Imphal, Manipur.
- b) The supply of item and successful commissioning shall be completed 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.

16. PAYMENT TERMS

- a) **No advance payment shall be made.** 90% 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) Balance 10% payment shall be released on completion of the total supply.
- c) 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 Tenderers 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.



17. PENALTY FOR DELAY IN DELIVERY

- a) In case there is delay beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value 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 EDM and Bank Guarantee for performance Security and other penal provisions.

18. ADJUDICATION/REVIEW BOARD

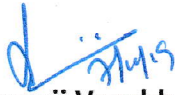
Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other department not related to the purchasing department.

19. 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.

20. 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.


(Laltanpuii Vanchhong)
Director of Agriculture: Manipur

Copy to :

1. Commissioner (Agri.), Govt. of Manipur
2. Nodal Officer IT, Department of Agriculture, Manipur. He is requested to upload to the Agriculture Website.
3. Notice Board.