

कार्यालय प्रधान महालेखाकार (लेखापरीक्षा), मणिपुर, इंफाल-७९५००१ OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT) MANIPUR, IMPHAL - 795 001

दूरभाष/Phone: 0385-2458523 फेक्स/Fax: 0385-2458525 ई-मेल/E-mail: <u>agaumanipur@cag.gov.in</u>

INVITATION FOR BIDS / NIT No. 01 of 2021

Dated 13th July 2021

The Principal Accountant General (Audit), Manipur invites bids from authorized distributors of *Godrej* INTERIO in Imphal for purchase of the items listed below:

Sl. No.	Description/Specifications of items	Quantity
1.	<u>Mid-back Chair</u> : Revolving chair with Arm Central tilt, 100 % covered with polyester fabric, seat PU Foam covered with Fabric, fixed arm, height adjustment upto 100mm, pedestal base glass fibre nylon with ABS/Nylon twin caster wheels, backrest with symmetrical lumber support	02
2.	<u>Visitor Chair</u> : With Arms (Polyurethane on metal), seat D x W x H 450 mm 500 mm 460 Padded with Polyurethane Foam, latherite Fabric Back Cover, MS ERW tube frame material, chrome mild steel arm, cantilever frame type, without castors	82

02. Interested Bidders may obtain further information from the Assistant Audit Officer (OM), Office of the Principal Accountant General (Audit), Manipur, Babupara, Imphal – 795001 (Contact No. 98622 8883).

03. The bidding documents may be downloaded directly from the office website (**www.cag.gov.in/ag/manipur/en/tenders**). No hard copy of the Tender Documents will be sold or issued by the office.

04. The bids documents must be submitted to the undersigned as per the critical dates mentioned below:

SI. No.	Stage	Date	Time
1.	Last Date & Time for submission of bid	20-07-2021	12:00 Hrs
2.	Bid opening Date & Time	22-07-2021	12:00 Hrs

05. The **Principal Accountant General (Audit)**, **Manipur** reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Sr. Audit Officer (Admin)

BIDS / TENDER DOCUMENTS

NIT/BIDS NO. : 01 OF 2021 Dated 13 June 2021 PARTICULARS : Purchase of Chairs



लोकहितार्थ सत्यनिष्ठा Dedicated to Truth in **Public Interest**

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT), MANIPUR

GERERAL INSTRUCTIONS:

- 1. The bidders are required to read carefully and understand all the terms and conditions, specifications, format, instructions, etc. given in the Tender/Bid document with full understanding of its implications. The Bidder is required to give confirmation of their acceptance of all the terms and conditions. Failure to do so may result in rejection of tender/bid submitted by the Bidder.
- 2. The words "Tender" and "Bid" are used interchangeably having same meaning. A tender/bid document means all the pages of this document consisting of terms and conditions, specifications, bid formats, undertaking, etc.
- 3. Scope of work: Supply of chairs as per descriptions/specifications and quality for office use. The trade license submitted by the bidder must clearly mention the trade in which the bidder operates. Here furniture trade license is necessary.
- 4. Format for submission of tender/bid: The bid shall be submitted only in the forms and formats attached with this bid document as "Annexure-A", "Annexure-B" and "Annexure-C". The Bidder is also required to submit copy of the "Terms and Conditions" duly signed and stamped by authorized person as confirmation of their acceptance of all the terms and conditions. Failure to do so may result in rejection of tender/bid submitted by the Bidder.
- 5. Enclosures: The bidder must attach the suitable supporting documents like valid Trade License, GST Registration certificate, PAN, Income Tax certificate along with along with bid document. All the enclosures attached with the bid shall also be assigned and stamped.
- 6. Placement of Order: The Purchase Order will be placed on successful completion of the process to the successful bidder called the "Supplier". Once the order is placed, it will be the responsibility of the seller/ supplier to supply the goods and complete the work awarded to the satisfaction of the Office. Any additional cost incurred on account of this, for which the has not quoted at the time of submission of the bid offer, will be borne by the seller/ supplier.
- 7. Address of the Purchaser for delivery and any future correspondence:

Office of the Principal Accountant General (Audit), Manipur, Babupara, Imphal – 795001.

Sr. Audit Officer (Admin) Office of the Principal Accountant General (Audit)

TERMS AND CONDITIONS OF CONTRACT:

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. DEFINITIONS

1.1 In these Conditions:

"Purchaser" means the Principal Accountant General (Audit), Manipur

"Supplier" means the successful bidder to whom the Purchase Order is awarded.

- "Contract" means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;
- "Delivery Date" means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order;
- "Goods" means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;
- "Price" means the price of the Goods as specified in the Purchase Order;
- "Purchaser" means the Office;
- "Purchase Order" means the document setting out the Purchaser's requirements for the Contract;
- "Supplier" means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. GOODS

2.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

- 2.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;
- 2.1.2 conform in all respects with the requirements of any statutes, orders, regulations or byelaws from time to time in force;
- 2.1.3 be of satisfactory quality and free from defects in materials and workmanship; and
- 2.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

3. PRICE

3.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.

3.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery costs, GST and any other applicable taxes, duties or levies.

3.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt from the day of physical arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).

3.4 A valid invoice is one that is:

- delivered in timing in accordance with the contract;
- that is for the correct sum;
- in respect of goods supplied or delivered to the required quality (or are expected to be at the required quality);
- which quote the relevant purchase order; and
- which has been delivered to the nominated address.

3.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.

3.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order.

3.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

4. **DELIVERY**

4.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative.

4.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser or other authorised representative.

4.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

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4.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.

4.5 Failure by the Purchaser to exercise its options under Conditions 5.3 and/or 5.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.

5. OWNERSHIP AND RISK

Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 7 below) shall pass to the Purchaser on delivery.

6. DAMAGE IN TRANSIT

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6.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch and the number of packages.

6.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

- 6.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and
- 6.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

7. INSPECTION, REJECTION AND GUARANTEE

7.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

7.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

7.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods

pursuant to this Condition 7.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

- 7.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or
- 7.3.2 refund to the Purchaser the Price in respect of the defective Goods.

7.4 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.

7.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 7 shall be returned to the Supplier at the Supplier's risk and expense.

8. LABELLING AND PACKAGING

8.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular, the Goods shall be marked with the Order Number and details of the contents shall be clearly marked on each container.

8.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

9. TERMINATION

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9.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

9.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time: -

- 9.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;
- 9.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;
- 9.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

9.2.4 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

9.3 Nothing in this Condition 9 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

10. ASSIGNMENT AND SUB-CONTRACTING

10.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.

10.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

10.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

11. JURISDICTION

The Contract and any dispute arising out of this purchase shall be subject to the Imphal West jurisdiction.

Annexure-A

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PART-I Bidder Information Form

S1.	Particulars	Fill in details	Ref No/If any
No.			iter i to/if any
1	Name and address of the firm/Agency		
2	Whether the firm is aurthorised distributor of Gidrel INTERIO (Authorisation Certificate to be enclosed)		
3	Name of Proprietor/Partner of the firm/Agency		
4	Month and Year of Establishment of Firm/Agency		
6	Registration Number of the firm		
7	Valid GSTIN Number		
8	PAN number of the firm or proprietor		

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(Seal and signature of the firm)

Annexure-B

PART-II: Financial Bid Form

Item	Unit Price(Rs)	GST	Quantity	Total in unit price	Grand total F.O.R Office of the Prinicpal Accountant (Audit) Manipur
Mid back chairs			2		(rudit) Manipul
Revolving chair			82		

Total unit price should be inclusive of all charges (Taxes, transportation, etc.) No extra charges will be paid. Rate quoted must be in F.O. R Office of the Principal Accountant General (Audit), Manipur.

Bank Account Details for Direct Payment to be submitted by bidder

SI No.	Particulars	
Quantum de	Firm name/Agency	
2	Cancelled cheque	
3	Complete Bank Account No. of the firm/Agency	
<u>4</u> .	Bank name and Address	
5	IFSC code no	•
6	Mobile no. and email Id for information	

We undertake that all information provided above is correct and Office of the PAG (Audit) shall not be responsible in case of any error on the part of firm.

(Seal and signature of the firm)

Annexure-C

Undertaking (On the letter head of the bidder)

То

The Sr. Audit Officer (Admin.) Office of the Pr. Accountant General (Au), Manipur Babupara, Imphal West

Subject: Undertaking

Dear Sir,

This is to undertake that I/We, owner of M/S..... of...... of...... have read all the terms and conditions, specifications, etc of the above mentioned Tender document and I/We fully understood all of them and I/We are fully aware of their implications. We undertake that if I/we are given the Purchase Order (PO), will abide by all the terms and conditions of the Tender Document and provide all the goods/items to the satisfaction of the Institute authorities,

I further undertake that after understanding all and their implications, all the pages of this tender document are signed and stamped by authorized person of the firm. The documents and information furnished by me /firm is correct in all respect and if anything found incorrect, I shall be liable for the action as per the terms and conditions given in this tender document.

Signed by

(Name) Authorised Signatory of M/S..... Official Stamp Date: Place: