

**SAMAGRA SHIKSHA, STATE  
IMPLEMENTING SOCIETY, MANIPUR**

Bid Document  
For  
Supply of Pigeon Holes

**[ Under SAMAGRA SHIKSHA Scheme (2022-23 ) ]**

website: <https://manipureducation.gov.in>

Price Rs. 10,000/-

**SAMAGRA SHIKSHA, STATE IMPLEMENTING SOCIETY, MANIPUR,**

Bid Document For  
Supply of Pigeon Holes  
(Under SAMAGRA SHIKSHA Scheme)

## Document Issue Details

S.No. ....

Date: .....

Issued to :

M/S .....

.....

.....

DD/BC/Pay-Order/CR No.....

Amount Rs. 10,000/-

No. ....

Date .....

Through : .....

Hand Delivery / Speed Post / Courier / Other

Signature of Issuing Authority

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**Chapter-1**  
**Introduction & General definitions**  
**Introduction**

The Samagra Shiksha, State Implementing Society, Manipur, represented by the State Project Director, Samagra Shiksha, State Implementing Society, Manipur, (hereinafter referred to as "State Project Director"), wishes to receive bids from the registered firms/manufactures/Distributors for supply of Pigeon Holes with prescribed specifications, for distribution to Government schools in Manipur state under Samagra Shiksha, State Implementing Society, Manipur Scheme. The quantity & specifications of Pigeon Holes to be supplied by the successful bidders are given in chapter- IV of this bid document.

**1. DEFINITIONS**

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise:

- I. **"Annexure to Bid"** means the complete appendices comprised in the bid, wherever the term "Annexure to Bid" is used, this shall mean "Annexure to Technical Proposal" and/or "Annexure to financial Proposal", as may be appropriate.
- II. **"Arbitrator"** means the person or persons named as such in the Contract, or other person or persons appointed from time to time by the Govt. of Manipur, under Arbitration Act 1996.
- III. **"Pigeon Holes"** means Pigeon Holes of given specifications.
- IV. **"Bid"** means the offer of the bidder to the State Project Director for the supplies.
- V. **"Bidder/ supplier"** means an individual, a firm, an association of persons or body or individuals or firms or a company incorporated under the Indian law that undertakes to supply the Pigeon Holes.
- VI. **"Bidders Proposal"** means the preliminary proposal submitted with the bid.
- VII. **"SPO"** means State Project Office, Babupara of Samagra Shiksha, State Implementing Society, Manipur, .
- VIII. **"Contract"** means the Conditions of Contract, the State Project Director's Requirements, the Bid, the suppliers Proposal, the Schedules, the Letter of Acceptance, the Contract Agreement or Contract Agreements and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.

- IX. **“Contact Agreement”** means the contract agreement (if any).
- X. **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the supplier for the supply of the Pigeon Holes of given specification in accordance with the provisions of the Contract.
- XI. **“Contract Period”** means the period from the date of supply order to the date of complete supply of the said Pigeon Holes as per specifications.
- XII. **“Day”** means a calendar day.
- XIII. **“State Project Director”** means State Project Director, Samagra Shiksha, State Implementing Society, Manipur.
- XIV. **“State Project Director’s Representative”** means the person or persons appointed by the State Project Director to act as State Project Director’s Representative for the purposes of the Contract or other person appointed from time to time by the State Project Director and notified as such to the supplier.
- XV. **“SAMAGRA SHIKSHA/ SIS”** means Samagra Shiksha, State Implementing Society, Manipur.
- XVI. **“EMD”** means Earnest Money Deposit
- XVII. **“GOM/Government”** means Government of Manipur.
- XVIII. **“Letter of Acceptance”** means the formal acceptance of the bid by the State Project Director.
- XIX. **“Local Currency”** means the currency of India.
- XXI. **“Purchaser”** means State Project Director, Samagra Shiksha, State Implementing Society, Manipur, or its authorized representatives.
- XX. **“Scope of Work”** means the description of the scope, standard, and program or work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- XXI. **“S.D.”** means Security Deposit.
- XXII. **“Supplier”** means the person whose bid has been accepted by the SPD and the legal successors in title to such person, but not (except with the consent of the State Project Director) any assignee of such person.
- XXIII. **“Supplier’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the supplier & notified as such to the State Project Director.
- XXIV. **“TEC”** means Tender Evaluation Committee or Purchase Committee.

XXV. **“Variation”** means any alteration and/or modification to the State Project Director's Requirements, which is instructed by the State Project Director or his Representative.

XXVI. **“Year”** means 365 days.

## **2. Interpretation**

Words indicating persons or parties shall include firms and corporations and any organization having legal capacity. Words indicating the singular also include the plural and vice versa where the context requires. Words indicating one gender also include other gender.

## **3. Contract Agreement**

Either party shall, if requested by the other party, execute a Contract Agreement or Contract Agreements, as such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the bidder/ supplier.

The successful bidder will be required to enter into separate agreements, or any number of agreements as decided by the State Project Director.

## **4. Documents at Site**

The supplier shall keep, at his registered office, one complete set of the documents forming the contract, the documents, variations, other communications given or issued from time to time and all other relevant records. The State Project Director, the State Project Director's representative shall have the right to use such documents at all reasonable times.

## **5. Communications**

Wherever provision is made for the giving or issuing of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified, such communication shall be in writing. Wherever provision is made for a communication to be “written” or “in writing”, this means any hand-written, type-written or printed communication, including the agreed system of electronic transmission.

All certificates, notices or written orders to be given to the supplier, by the State Project Director or his representative, and all notices to be given to the supplier or to Representative by the supplier, shall either be delivered by hand against written acknowledgement of receipt, or to be sent by airmail or mail or part of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be as stated in the bid.

## **6. Compliance with Statutes, Regulations and Law**

The Supplier shall, in all matters arising in the performance of the contract, comply with, give all notices under, and pay all fees required by, the provisions of any national statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the system. The supplier shall obtain all permits, licenses or approvals required for any part of the contract, in reasonable time taking account of the times for delivery of the Pigeon Holes and for completion of the contract. The supplier shall comply with the laws of the country.

## Chapter-2

### State Project Director of Samagra Shiksha, State Implementing Society, Manipur

No. 2/1/SPD/SS/-S/2021/07 Date: 15/07/2022

#### THE NOTICE FOR INVITING TENDERS FOR SUPPLY OF PIGEON HOLES UNDER SAMAGRA SHIKSHA, STATE IMPLEMENTING SOCIETY, MANIPUR IN THE STATE OF MANIPUR.

The Samagra Shiksha, State Implementing Society, Manipur, has decided to provide Pigeon Holes of given specifications to Government Schools in Manipur under SAMAGRA SHIKSHA. These Pigeon Holes are to be supplied within a period of (90) ninety days from the date of supply order.

The State Project Director, Samagra Shiksha, State Implementing Society, Manipur, invites sealed tenders from the competent registered manufacturers who possess requisite relevant experience and competency to supply the Pigeon Holes of given specifications within the specified time frame.

The schedule of bid activities is as under:

S.No.	Particulars	Date	Time
01	Commencement of sale of bid document	18/072022	11:00 a. m
02	Closure for sale	12/072022	3:00 p. m
03	Submission of complete document.	12/072022	3:00 p. m
03	Opening of technical bids	18/ 08/2022	11:45 a. m
04	Opening of financial bids	18/ 08/2022	2:15 p. m

All the bidding activities shall take place in the office of the State Project Director of Samagra Shiksha, State Implementing Society, Manipur.

The bid document may be obtained from the State Project Director of Samagra Shiksha, State Implementing Society, Manipur, on submission of cash/Demand Draft/ Bankers Cheque/Pay-order of Rs. 10,000/- (Rupees ten thousand) only in favour of "State Project Director, Samagra Shiksha, State Implementing Society, Manipur, " payable at Imphal. The bid document may be downloaded from the SAMAGRA SHIKSHA, Manipur website also. Such bidders have to deposit the price of the bid amounting to Rs. 10,000/- (Rupees ten thousand) only to the State Project Director, Samagra Shiksha, State Implementing Society, Manipur, before submission of the bid otherwise their bids would not be considered.



The detail Scope of work, Specifications of Pigeon Holes, eligibility criteria, general terms & conditions etc. are in the bid document which is available at the website of department [www.ssamanipur.nic.in](http://www.ssamanipur.nic.in).

Fully sealed bids, with an Earnest Money Deposit of Rs. 12.97 lakhs, (Rs. twelve lakhs ninety seven thousand ) only, should reach to the State Project Director as mentioned above at S.No. 3 of schedule of bid activities.

**Sd/-  
State Project Director  
SAMAGRA SHIKSHA,**

## Chapter-3

### ELIGIBILITY CRITERIA

#### Eligibility Criteria:

1. The Bidder must be a manufacturer/distributor of Pigeon Holes registered with competent central or state government authority. The bidder, anywhere in India, declared blacklisted or debarred by any competent authority, shall not be allowed to participate in bid process.
2. The bidder should have annual minimum turnover of at least 60% of contract value, during one of the last three financial years i.e 2019-20, 2020-21 & 2021-22.
3. The bidder should have positive net worth as on 31<sup>st</sup> March, 2022.
4. Any change in the constitution of the company, etc. shall be notified forthwith by the supplier in writing to State Project Director and such change shall not relieve any former member of the company, etc. from any liability under the contract.
5. The committee will assess the technical proposal on the criteria prescribed under bid document as detail below:

SL.NO	CRITERION	POINTS ALLOTTED
1	Cumulative turnover of a least 60% of contract value during last 3 (three) Financial Year.	20
2	Experience in supply of furniture/ pigeon holes within the state	10
3	Net worth of the firm/ agency should not be negative as on 31 <sup>st</sup> March, 2022	10
4	Preferential to local firm.	10
<b>Total</b>		<b>50</b>

6. Agency/Firm has to secure a minimum of 80% of the total allotted points in order to qualify its technical bid.
7. TEC will open the technical proposals for pre qualification in the presence of bidder/ bidders' representatives who wish to attend, as per time schedule published.
8. The Financial Bid will remain unopened, at the time of opening of technical bids and will be held in the custody of State Project Director until the time of bid opening of the price proposals. The time, date and location of bid opening of the price proposals will be communicated in writing or by fax /e-mail to technically qualified firms only by State Project Director. After approval of competent authority, financial bids

of those bidders, who qualify in technical bid, will be opened. The demand draft for EMD shall be attached with Technical bid i.e. in Envelop "A" failing which bid shall be rejected.

9. Right to reject any or all Bids without assigning any reason thereof is reserved with the State Project Director.
10. Selection of the supplier: The weightage of the Technical and Financial bid will be 50% each for selection of the supplier.

**(Attested copies of documents proving the above criteria should be submitted in Envelop No. A. Technical Bid without the required Earnest Money shall not be entertained and financial bid of such Bidders shall not be opened.)**

#### **Chapter-4** **Scope of Work**

The Samagra Shiksha, State Implementing Society, Manipur, represented by the State Project Director, wishes to receive bids from the registered firms/ manufactures/ suppliers for supply of Pigeon Holes to State Project Office of Samagra Shiksha, State Implementing Society, Manipur, which is situated at Babupara, Imphal West, Manipur for distribution to Government schools in Manipur State. These Pigeon Holes should conform to the specifications given in this chapter.

Sl. No.	Description	Quantity
1.	Pigeon Hole for Elementary Schools	1500
2.	Pigeon Hole for Secondary Schools	1281
<b>Total</b>		<b>2781</b>

1. The Successful bidder will be required to supply the Pigeon Holes of the approved specification within ninety days of the supply order. The quantity of Pigeon Holes given above is tentative which may slightly vary at the time of actual supply order. The supplier has to supply the Pigeon Hole, F.O.R. store of the State Project Office, Babupara, Imphal- West, Manipur. He has to manage the pre-delivery inspection as per directions of the State Project Director, Samagra Shiksha, State Implementing Society, Manipur. In case of any material found not as per specifications, the same would be rejected & no claim would be accepted by Samagra Shiksha, State Implementing Society, Manipur, for any loss incurred to the supplier. The supplier has to replace the sub-standard material within seven days of written notice from the Authority as per the approved specification for no extra cost. No liability shall be accepted by State Project Director in this regard. The rejection should not be more than 0.5% of the ordered quantity.
2. The Pigeon Holes could be inspected, by the specific directions of State Project Director, by any state/central government textile lab or any other agency. The charges of such inspection shall be borne by the supplier.
3. The supplier has to submit sample of Pigeon Holes conforming approved specification (a set of two Pigeon Holes to the State Project Director) along with the bid document to SPO Officials.
4. The successful bidder shall not sub-let the supply order or the part of it, to any other supplier.
5. In case of any dispute regarding specifications, the decision of the State Project Director shall be final.

### **Inspection:**

- a) SPD or his duly authorized representative shall at all reasonable time have access to the bidders' premises and shall have the power to inspect and examine the quality and workmanship of the goods to be supplied. A pre-delivery inspection shall also be carried out before the dispatch of Pigeon Holes to State Project Office, Babupara.
- b) The supplier has to manage the pre-dispatch & pre-delivery inspection as per the directions of the State Project Director, Samagra Shiksha, State Implementing Society, Manipur, .
- c) The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made, together with name and address of the person who is to be contacted for this purpose.
- d) Supplies, when received shall be subject to inspection to ensure whether they conform to the specifications. Where it is necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
- e) In case of test, samples shall be drawn in four sets or as required by concerned laboratory, by giving the serial numbers on random basis of the sets supplied, properly sealed in the presence of the bidder's representatives.

### **Payment Terms**

- a) Payment to the supplier shall be made on submission of the bill in triplicate after the satisfactory supply of Pigeon Holes in substantial consignments and upon inspection of the material received to the satisfaction of the authorized Committee. The bill shall be raised in triplicate addressed to State Project Director, Samagra Shiksha, State Implementing Society, Manipur, .
- b) The liquidated damages (if any) shall be deducted as per the terms and conditions as mentioned in this document.
- c) GST/Income Tax/ Service Tax/ Applicable levies shall be deducted as per the relevant Act/ Laws/ Rules, if applicable.
- d) The successful bidder can request for Mobilization advance payment limited to 25% of the accepted tendered/ negotiated amount, subject to submission of Bank Guarantee of an equal amount from a Scheduled Bank drawn in favour of the "**State**

**Project Director, Samagra Shiksha, State Implementing Society, Manipur, Manipur”.**

- e) The Competent Authority of SAMAGRA SHIKSHA, Manipur is the sole authority to decide whether Mobilization Advance request from the successful bidder should be accepted or not.
- f) The Proforma for the Bank Guarantee to be utilized for Earnest Money Deposit and Mobilization advance is enclosed as Annexure – I & II respectively.
- g) The Security Deposit will be refunded after thirty days of successful completion of the supply order.

**Delivery of the goods**

The delivery of Pigeon Holes shall be done, within ninety days of supply order to the godown of State Project Office of Samagra Shiksha, State Implementing Society, Manipur, situated at Babupara, Imphal-West, Manipur or any designated warehouse/Godown at Imphal. The supplier has to provide his own transport arrangement for proper & safe delivery of goods to the State Project Office (SPO), Babupara. He is advised to get the receipt of delivered goods from the authorized officer of SPO with the official stamp duly affixed on the receipt.

The supplier has to ensure all steps for timely supply of the Pigeon Hole, if he fails to deliver the goods of approved specification, within specified time frame, the liquidity damages shall be recovered from his bill. In case of any delay due to reasons beyond control of the supplier, he is advised to inform the State Project Director promptly, in writing, explaining the reasons & seek the extension. Such request would be made before the due date of supply only. The State Project Director reserves the right to accept or reject the request with/without liquidity damages.

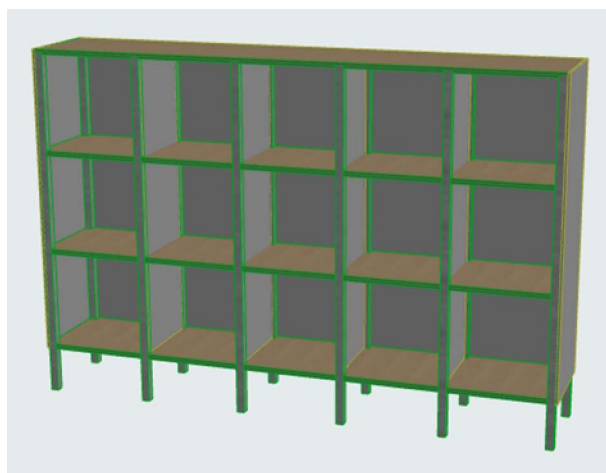
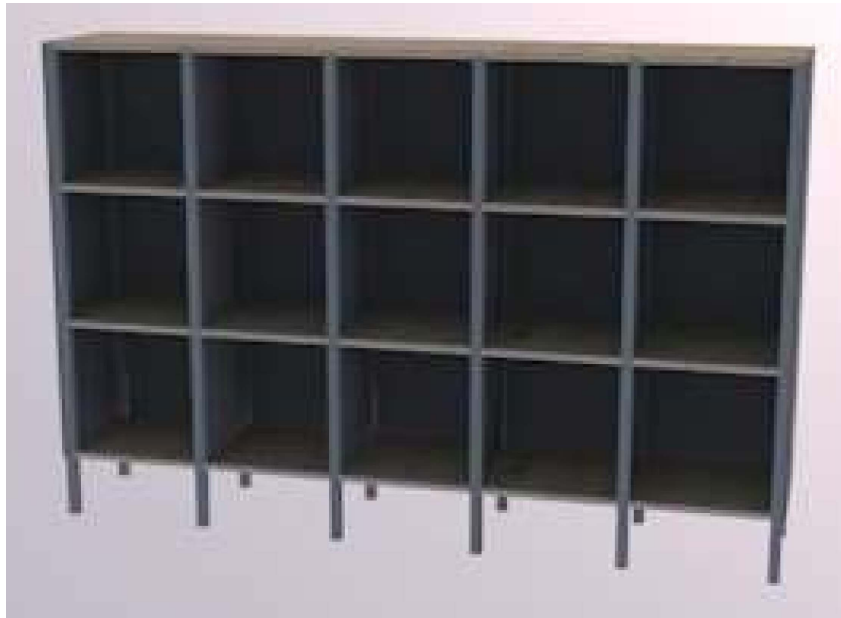
**TECHNICAL SPECIFICATIONS**

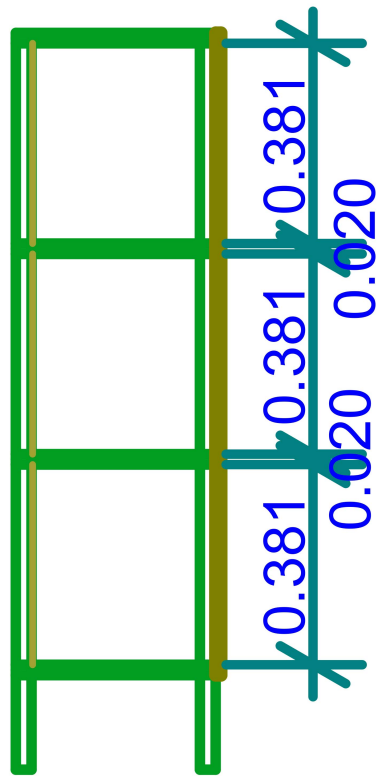
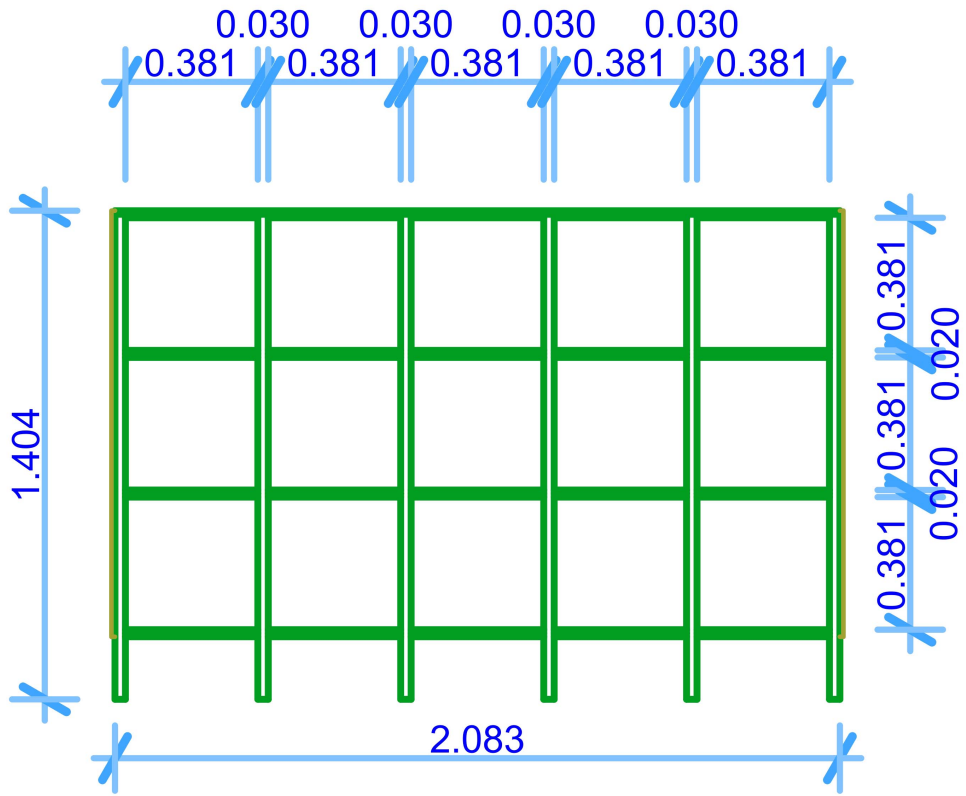
Technical Specifications for Pigeon Hole type rack

1. Overall size : 1404 mm (H) x 2083 mm (W) x 381 mm (D)  
(55.27 "x 82.00 "x 15 ")
  - a) Height of each cabinet - 15 inches.
  - b) Width of each cabinet - 15 inches
  - c) Dept of each cabinet – 15 inches.
  - d) Total nos of cabinet – 15 nos.
  - e) Load capacity of the pigeon hole – 8 kg.
2. **Construction :** Outer body of Pigeon hole type rack shall be made from 0.9 mm thick CRCA (cold rolled close annealed) sheet and inside partitions shall be made from 0.8 mm thick CRCA sheet as per enclosed drawing. Outer body edge shall be of welded joints type construction and vertical partition shall be riveted joints construction. The front edge of vertical partition shall be folded as shown in drawing. The CRCA sheet shall be as per IS-513 1994 or latest standard.

Notes:

- Bidder should enclose a detailed technical literature/product catalogue in support of the offered items and bidder shall mention the make and model no. of the items in their quotations.
- All the material used in fabrication shall be new. Second hand or altered material will not be accepted. Purchaser may ask the source of raw material with documents.
- Overall size variation should be within  $\pm 1\%$
- The colour of powder coating for rack shall be prince grey colour.
- One year manufacturer warrantee should be provided from the date of final acceptance.
- Delivery of material shall be within 45 days from the date of purchase order.







## Chapter- 5 General Terms and Conditions

### 1. Earnest Money

- a. The bidder shall furnish, with the Technical Bid, an earnest money amounting to **Rs. 12,97,000/- (Rupees twelve lakh ninety thousand) only** in the form of Bank Draft/Bank Guarantee/Bankers Cheque/ pay order drawn in favour of “ **State Project Director, Samagra Shiksha, State Implementing Society, Manipur,** ” payable at Imphal.
- b. Such negotiable instrument should be valid for a period of three months (90 days) from the date of submission of Bid.
- c. The Earnest Money may be forfeited on account of one or more of the following reasons:
  - The bidder withdraws his bid during the period of bid validity specified by him on the bid letter form.
  - Bidder does not respond to the State Project Office requests for clarification of his bid.
  - Bidder fails to co-operate during the bid evaluation process, and
  - In case of a successful bidder, the said bidder fails:
    - (a) to sign the agreement in given time; or
    - (b) to furnish Security Deposit of specified amount.
- d. The EMD may be adjusted in the Security Deposit by depositing the difference amount. Security Deposit will be 5% of the Bid amount finalized, once the bid is accepted by the competent authority.

### 2. Bidding Process

#### a. Bid Submission

- The bids shall be submitted in two **envelopes**, i.e.
  - I. **Envelope -A (Technical bid):** It should contain the EMD of specified amount along with all documents **except financial bid.**
  - III. **Envelope – B (Financial bid):** The financial bid should be submitted in prescribed proforma.

- All the two envelopes must be sealed properly & put up in an outer envelope which should also be sealed. All the envelopes may be addressed to State Project Director, Samagra Shiksha, State Implementing Society, Manipur, . The envelopes should be marked with number i.e. A/B & "Bid for Pigeon Hole" should be written in the upper right corner.
- The bid shall be submitted in one copy only.
- The tenderer/ bidder is required to deposit 2 (two) sample piece of Pigeon Hole to the State Project Office, SAMAGRA SHIKSHA, Manipur along with the bid document.
- The bid document shall be provided free of cost to SSI units, registered in the state of Manipur subject to production of Permanent registration certificate from competent authority.
- The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign the contract/agreement. **The person or persons signing the bid shall initial all pages of the bid & submit the signed bid document along with Technical Bid in envelop 'A' as a token of acceptance of al terms and conditions contained in the bid document.**
- The last date for submission of bid is as per time schedule advertised or as amended.

#### **b. Validity of Bids**

- Bids shall remain valid for 90 days from the date of Bid opening. A bid valid for a shorter period shall be rejected as non-responsive. The validity of bids may be extended with mutual consent of State Project Director & the bidder.

#### **c. Prices MUST NOT be indicated in the Technical Bid and must be quoted in the Financial Bid only.**

#### **d. Financial Bid**

- i. Financial Bid should only indicate prices without any conditions or qualification whatsoever. Taxes such as GST, Income Tax, service tax, duties, fees, levies etc., levied by Central & State Government/Government Bodies, as may be applicable in relation to supply of the goods should be all inclusive.

- ii. The Purchase Committee may approve, wherever considered necessary, rates of more than one firm at the lowest rates in order to ensure regular supply of pigeon holes where the lowest tenderer is not in a position to make supply of required quantity of pigeon holes. The Committee may also approve rates of more than one firm other than the lowest tenders.
- iii. Bidders should express the price of their product in Indian currency only.

#### **e. Date & Time of Opening of Technical Bid**

- i. The Technical bids will be opened by TEC, in the presence of bidders who wish to be present, as per the time schedule advertised.
- ii. The technical bids shall be evaluated as per the eligibility criteria, given in chapter III of this bid document. The bidders who fulfill **the given criterion** shall be declared qualified for opening of financial bids.

### **3. Cost of Preparation of Bids**

- i. The bidder shall be solely responsible for the cost of preparing and submitting the bid and all other related costs.

### **4. Bidder to acquaint Himself Fully**

- i. The bidder is advised to assess at his own level the quantum of work & related expenditure of supply at the office of State Project Director, SAMAGRA SHIKSHA/SMA, Manipur where the Pigeon Holes are to be supplied practically and satisfy himself before quoting his bid.
- ii. The bidder shall be deemed to have fully acquainted with the specification of Pigeon Holes and carefully examined the special conditions, and shall be deemed to have been fully informed regarding the local conditions, factors and various prevailing laws at the time being. The Bidder should, therefore plan his schedule of work properly so as to complete the supply within stipulated time limit. State Project Director, Samagra Shiksha, Manipr will not be liable for any loss or damage sustained by the bidder due to any reason whatsoever.

### **6. Liquidity Damages (LD)**

- i. In the event of failure to supply the Pigeon Holes as per conditions of this document, the State Project Director reserves

the option to recover liquidated damages (LD) which would be recovered from the supplier in the following manner:

<b>S.No.</b>	<b>Delay Limit</b>	<b>LD to be recovered</b>
1.	Delay up to 2week of the supply period	2.5% of the order value (Minimum)
2.	Delay more than 2 week and upto 3 weeks of the supply period	5% of the order value
3.	Delay above 3 weeks & Up to 3 weeks of the supply period	7.5% of the order value
4.	Delay above 4 weeks of the supply period	10% of the of the order value (Maximum)

In case of any condition beyond the control of supplier, the supplier should request the State Project Director to extend the time limit. This request shall be entertained before the due date of supply only. The State Project Director reserves the right to extend the supply period with/without LD or to reject the application on insufficient grounds.

#### **7. Rejection of bid.**

The bids which do not fulfill any of the conditions or the notified requirements, directions & guidelines laid down by the State Government/State Project Director, shall be considered incomplete and are liable to be rejected without assigning any reason thereof.

#### **8. Alternative Proposals by Bidders**

Bidders shall submit bid, which comply with the documents, including the basic requirements as indicated in the bid documents. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions that one bidder shall submit only one bid, either individually or as partner in any of the organization failing which both or all such bids shall be rejected.

#### **9. Disqualification**

State Project Director in its sole discretion and at any time during the processing of bidding may disqualify any bidder from the bid process, if the bidder has:

- Submitted the bid after the scheduled date and time.
- Firms not meeting eligibility criteria.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- If found to have record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Submitted bid which is not accompanied by required documents and Earnest Money Deposit (EMD) or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants.
- Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- A bid not valid for at least 90 days shall be considered as non-responsive and would be disqualified.

#### **10. Security Deposit (SD)**

- Successful Bidder shall carry out the supply in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the supply of Pigeon Holes of approved specifications and which are to the entire satisfaction of the State Project Director.
- In the event of any deficiency in supply, the Successful Bidder shall promptly take necessary action to resolve it, at no additional price.
- 5% Security Deposit shall be deducted from the Payment to be released.
- The SD money shall be refunded after 30 days of the completion of supply.
- The purchaser will pay no interest on the EMD & Security Deposit.
- Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the SD.

## 11. Forfeiture of Security Deposit

Security Deposit amount in full or part may be forfeited in the following cases:

- i. When the terms and conditions of contract is breached by the supplier.
- ii. When the bidder fails to make complete supply satisfactorily.
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of State Project Director shall be final, in this regard.
- iv. Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next lowest evaluated bidder or call for new bids.

## 12. General Conditions

- **GST, Income Tax, Service Tax Registration and Clearance Certificates:** No bidder shall participate in the bid process without registration under the provisions of relevant Act and produces registration and clearance certificate/ returns, with the technical Bid (Envelope 'A'). Certificates from the competent authority shall be enclosed with technical bid, failing which his bid may be liable for rejection.
- In the support of information regarding Net worth & turn over, the certificates from CA are to be attached otherwise the same would not be considered. The audited statements of last three financial years are also to be submitted with technical bid.
- Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender. **The signed tender document is to be submitted with technical bid.**
- Rates shall be written both in words and figures. There should not be errors and/or over writings. Corrections, if any, should be made clearly and initialed with dates.
- Bidder shall quote firm prices of Pigeon Holes in the price bid. No conditional discounts shall be quoted in the bid e.g. discounts based on conditions linked with bid/security Deposit/guarantees, advance payments, selection of combination of products or product options etc. Financial bids with such conditional clauses may be rejected.

- **Comparison of Rates:** Financial bids of all the Technically Qualified Bidder shall be evaluated. State Project Director reserves the right to award the contract to the firm quoting lowest rate or other than lowest rate at its sole discretion without assigning the reason thereof.
- **Arbitration:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the bidder to the Secretary/ Commissioner, Education (S), Government of Manipur who will be the Sole Arbitrator and whose decision shall be binding on both the parties.
- **TDS:** GST/ Income Tax/ Service Tax/ applicable levies shall be deducted at source, if applicable.
- **Jurisdiction:** All legal proceedings, if necessary, arises to be instituted by any of the parties (State Project Director or Contractor) shall have to be lodged in the courts situated in Imphal city only and not elsewhere.
- **Loss of Revenue to the Purchaser :** The bidder shall be vicariously liable to indemnify the purchaser in case of any misuse of data/ information by the bidder, deliberate or otherwise, which comes into the knowledge of State Project Director during the performance or duration of the contract and thereafter.
- **Changed orders:** The State Project Director may at any time, by a written order given to the successful bidder, may change the quantity/quality/colour of Pigeon Holes. If any such change causes an increase or decrease in the cost of, or the time required for, affects bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the security deposit, contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the State Project Director's changed order.
- **Contract Amendments:** No variation in or modification in the terms of the Contract shall be made except by written amendment signed by both the parties i.e. State Project Director & the bidder.
- **Purchaser Right to Accept any bid and to reject any or all bids:** The purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds or the Purchasers action.

- **Notification of award:** Prior to the expiry of the period of the bid validity, the purchaser will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract.

Upon the successful bidder's furnishing of Security Deposit, State Project Director, will notify each unsuccessful bidder and will discharge its EMD.

- **Period of Validity:** Bids shall remain valid for 90 days from the last date of bid submission prescribed by the State Project Director which may be extended with mutual consent. State Project Director may reject a bid valid for a shorter period as non-responsive.

- **Period of Contract:** The period of the contract shall be one years from the date of signing of contract extendable, with mutual consent, up to two years.

- **Force Majeure:**

- a) Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its Security Deposit, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- b) For the purposes of this clauses, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c) If a Force Majeure situation arises, the bidder shall promptly notify the State Project Director in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all measures, prevented by the force majeure event.

- d) The purchaser may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable to supply the said goods.

- **Termination for insolvency:** The purchaser may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



- **Termination for Convenience:** The purchaser may, by written notice to the bidder, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency/party.
- If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tenders shall be liable to be rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the State Project Director.
- The State Project Director reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items to more than one firms.
- Any of the Financial Terms & Conditions not covered in this bid document shall be governed as per the provisions of rules prescribed by the Government of Manipur.

**13. The bidder should sign and seal, each and every page of bid document. If the bidder fails to do so, his bid shall not be considered for.**

**(Signature & Seal of the Bidder)**

**CHAPTER 6**  
**TECHNICAL BID**

I. Addressed to:

a.	Name & Address of the Tendering Authority	<b>State Project Director,</b> Samagra Shiksha, State Implementing Society, Manipur,
b.	website	<a href="https://manipureducation.gov.in">https://manipureducation.gov.in</a>

II. NIT Reference : -----dated -----

III. Other related details:

1.	<b>Name of Bidder Firm</b>	
2.	<b>Name of Contact Person</b>	
3	<b>Telephone Number(s)</b>	
4	<b>Registered Office Address</b>	
5	<b>Year of Establishment</b>	
6	<b>Type of Firm</b> <b>Put Tick (✓) mark</b>	Public Limited Partnership Firm Pvt Limited Other (give details)
7	<b>Email Address</b>	
8	<b>Website</b>	
9	<b>Fax No.</b>	
10	<b>Mobile Number of Contact Person</b>	
13	<b>Any other relevant information</b>	

IV. Details of major supplies carried out:

S.No.	Description	Pigeon Holes		
		Number	Amount	Rate per items
1				
2				
3				
4				
5				

**Details of Net Worth & Turn Over:**

Year	2019-20	2020-21	2021-22
Turn Over			
Net Worth	Rs..... (as on .....)		

In the support of above information the certificates from CA are attached with the bid document. We understand that in absence of the above certificate our bid would not be considered.

V. The Tender fee amounting to Rs. 10,000/- (Rupees Ten Thousand only) has been deposited in cash at the Samagra Shiksha, State Implementing Society, Manipur, payable at Imphal only

VI. The rates quoted are valid for 90 days from the last date of submission of bid. The validity can be extended with mutual consent.

VII. Following documents are attached towards the proof of earnest money deposited.

S. No.	Earnest Money Deposited through	Name of Bank	Number & dated	Amount
1.	Demand Draft/ BC/ pay order			
2.	Other -----			

VIII. We agree to abide by all the conditions mentioned in this Tender Notice/ documents issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

IX. Reproduced/ reworded - processed formats or tenderer's own formats for the price quotations will disqualify the tender.

X. Tax Clearance Certificate.

Sl. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/ No)	Certificate No.
1	GST		
2	Income Tax		

- XI. We accept payment & delivery schedule as per details given in the tender document.
- XII. Technical bid duly filled and signed is enclosed with this tender form along with signed Terms and Conditions in token of acceptance.
- XIII. The audited accounts of the bidder for last three years i.e. 2019-20, 2020-21 & 2021-22 are being attached with the bid document.
- XIV. All papers submitted have been signed and sealed (along with annexure and enclosures)
- XV. The undertaking on Rs.10/- Non Judicial Stamp paper that that all the information, documents furnished herewith are true, correct and complete to the best of our knowledge and belief. Nothing has been concealed having material impact in this regard. We (our concern) have never been blacklisted by a Govt. department/ organization or held guilty by any competent authority. We know that our bid can be rejected at any stage during the course of acceptance or even after final acceptance at our risk and cost if any of the above information is found false or for breach of any of the conditions.
- XVI. The tender document duly signed by the authorized signatory of bidder, is being submitted with technical bid in token of acceptance of all the terms & conditions of this bid document.

**Date:**

**Place :**

**Name, Sign & Seal of the Bidder**

## Chapter-7

### Pro forma for Financial Bid

With respect to the NIT dated ....., followed by submission of our bid dated -----, after studying given specifications & all other conditions of the bid document, read with clarifications/ corrigendum, we hereby submit our financial proposals per Pigeon Holes as under:

Sl. No	Particulars	Price per Pigeon Holes (Inclusive of all taxes) (both in figures & words)
A	B	C
I	Pigeon holes	

Notes:

- Financial Bid should only indicate prices without any condition or qualification whatsoever.
- Total price per Pigeon Holes inclusive all taxes & all other charges (FOR SPO, Babupara) should be given in **column C**.
- Bidders should express the price of their product in Indian currency only.

**Date :**

**Place :**