

**SAMAGRA SHIKSHA SECONDARY,  
MANIPUR  
STATE IMPLEMENTATION SOCIETY,  
MANIPUR**

Bid Document for  
Supply of

*White Board*  
*for the Financial Year 2022-23*

Price Rs. 10,000/-

**SAMAGRA SHIKSHA SECONDARY,  
STATE IMPLEMENTATION SOCIETY, MANIPUR**

Bid Document For  
Supply of White Board

## 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, Manipur, represented by the State Project Director, Samagra Shiksha, Manipur (hereinafter referred to as "State Project Director"), wishes to receive bids from the registered Supplier / manufactures/ Distributors for supply of White Board of prescribed specifications, for distribution to **427 existing Govt. Secondary & Higher Secondary School & 1150 Primary & Upper Primary School** in Manipur state. The quantity & specifications of White for classroom 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. "**White Board**" means White Board 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 White Board.
- VI. "**Bidders Proposal**" means the preliminary proposal submitted with the bid.
- VII. "**SPO**" means State Project Office, Babupara of Samagra Shiksha, 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 White Board 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 Furniture for classroom as per specifications.
- XII. “**Day**” means a calendar day.
- XIII. “**State Project Director**” means State Project Director, Samagra Shiksha, 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, 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 Furniture for classroom and for completion of the contract. The supplier shall comply with the laws of the country.

**Chapter-2**  
**State Project Director of Samagra Shiksha, Manipur**

No. : 2-1/SPD/SS-S/2021/08

Date: 15/07/2022

**THE NOTICE FOR INVITING TENDERS FOR SUPPLY OF WHITE BOARD UNDER SAMAGRA SHIKSHA SECONDARY, MANIPUR.**

The Samagra Shiksha, Manipur has decided to procure White Board for **427 existing Govt. Secondary & Higher Secondary School & 1150 Primary & Upper Primary School** of Manipur State. These are to be supplied with approved sizes and quality specification in any or all the sizes and in quantities as per delivery schedule order.

The State Project Director, Samagra Shiksha, Manipur invites sealed tenders from the competent registered Authorised Dealer/ Supplier/ Manufacturer who possess requisite relevant experience and competency to supply the white board of given specifications within the specified time frame specified in the delivery schedule order.

The schedule of bid activities is as under: to

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
01	Commencement of sale of bid document	18/07/2022	11.00 A.M.
02	Closure for sale and submission of complete document.	12/08/2022	2.00 P.M
03	Opening of technical bids	18/ 08/2022	11:00 A.M.
04	Opening of financial bids	18/ 08/2022	12.30 P.M.

All the bidding activities shall take place in the Office of the Commissioner, Education (S), Government of Manipur.

The bid document may be obtained from the Office of the State Implementation Society, Samagra Shiksha, Manipur on submission of Demand Draft/ Bankers Cheque/Pay-order of Rs. 10,000/-(Rupees ten thousand) only in favour of "State Project Director, Samagra Shiksha, Manipur" payable at Imphal. The bid document may be downloaded from the SSA, 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, Manipur, before submission of the bid otherwise their bids would not be considered.

Fully sealed bids, with an Earnest Money Deposit of Rs. 23,40,000/- (Rupees twenty three lakhs forty thousand) Only should reach to the State Project Director as mentioned above at S.N. 3 of schedule of bid activities.

**Sd/-**  
**State Project Director**  
**Samagra Shiksha,**  
**State Implementation Society, Manipur**

## Chapter-3

### ELIGIBILITY CRITERIA

#### Eligibility Criteria:

1. The Bidder must be a Authorised Dealer/ Supplier/ Manufacturer registered with competent central or state government authority and capable of manufacturing/supply of White Board as requires by Samagra Shiksha, Manipur. 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 e.g. firm name/ supplier name/ dealer name, 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 technical bids will be evaluated by TEC/Purchase Committee on the basis of eligibility criteria given in this chapter. The bidders who fulfill **all the criteria** shall be qualified technically and financial bids of only technically qualified firms will be opened. The technical scrutiny shall be done on the basis of documents/ work order/client's certificate etc., submitted by the bidder with the bid document.
6. The committee will assess the technical proposal on the criteria prescribed under bid document as detail below:

SL.NO	CRITERION	POINTS ALLOTTED
1	Turnover of at least 60% of contract value during one of the last 3 (three) Financial Year	20
2	Experience in supply of similar item in the state	10
3	Positive Net worth as on 31 <sup>st</sup> March, 2022	10
4	Preferential to local firm.	10
<b>Total</b>		<b>50</b>

7. Agency/Firm has to secure a minimum of 80% of the total allotted points in order to qualify its technical bid.



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. Financial bids of those bidders, who qualify in technical bid, will be opened in presence of the representatives of the technically qualified firms. 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 White Board to State Project Office of Samagra Shiksha, State Implementing Society, Manipur, which is situated at Babupara, Imphal West, Manipur for distribution to Government Secondary and Higher Secondary schools in Manipur State. These White Board should conform to the specifications given in this chapter.

Sl. No	School Category	Items	Description of Work	No. of Qty	Total No. Of School	Total White Board
1	Elementary	White Board	Trendy and Beautiful White board 8" inches by 6" inches with 1" inch stand along with 2 in one pen (Colour: White)	6	1150	6900
2	Secondary	White Board	Trendy and Beautiful White board 8" inches by 6" inches with 1" inch stand along with 2 in one pen (Colour: White)	12	427	5124
<b>Total</b>				<b>18</b>	<b>1577</b>	<b>12024</b>

- The Successful bidder will be required to supply the white board of the approved specification within the delivery schedule order.
- FOR** of the above items against each is a below:

Sl. No.	Items	FOR
1	whit Board	Concerned Schools

- The supplier has to manage pre-delivery inspection as per directions of the State Project Director, Samagra Shiksha, Manipur. In case of any material found not as per specifications, the same would be rejected & no claim would be accepted by Samagra Shiksha, Manipur for any loss incurred to the supplier. The supplier has to replace the sub-standard material within ten days of written notice form the Authority as per the approved specification for no extra cost. No liability shall be accepted by Stat Project Director in the regard.
- The items of white board could be inspected, by the specific directions of State Project Director, by any state/central government authorities or any other agency. The charges of such inspection shall be borne by the supplier.
- The supplier has to submit sample of white board conforming approved specification to the office of the State Project Director before delivery to the concerned schools.

6. The successful bidder shall not sub-let the supply order or the part of it, to any other supplier.
7. No. of white board to be supplied per school will be given in the supply order.
8. In case of any dispute regarding specifications, the decision of the State Project Director shall be final.
9. The supplier shall organize transportation, storing and securing equipment during the process of establishment of the system at his/her own cost with no liability to the State and the school.
10. The list of the Schools to be supplied is enclosed in Annexure-A:
11. The supplier shall develop and maintain an inventory and the document shall form a part of the completion report to be submitted. A copy of this inventory will be available with the school at all times and shall be made available for scrutiny as and when called for.
12. The supplier and the school shall undertake to jointly inspect, test and certify successful implementation at each stage of the process.
13. The supplier shall submit a completion report to the State, duly certified by the school.

**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 to respected schools.
- b) The supplier has to manage the pre-dispatch & pre-delivery inspection as per the directions of the State Project Director, Samagra Shiksha, 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 and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such observation/ verification.
- e) The Contractor shall inspect the School premises and draw up a plan of action and time schedule for the preparation of the school premises, in consultation with the school.

- f) The Inspection and the consequent plan of action, shall include all issues (for transport of white board, etc.) and security.

### **Payment Terms**

- a) Payment may be made in 1 (one) installments. There will be no advance payment. The full payment 100% will be made once the supply is over and satisfactory delivery challan is submitted to the office. 5% security may be deposited within 30 days of receiving the work orders or may be adjusted from the advance payment.
- c) The liquidated damages (if any) shall be deducted as per the terms and conditions as mentioned in the agreement.
- d) VAT/ CST/ Income Tax/ Service Tax/ Applicable levies/ Excise Duty shall be deducted as per the relevant Act/ Laws/ Rules, if applicable.
- e) The Security Deposit will be refunded after thirty days of successful completion of the work.

### **Delivery of the goods**

The delivery of Furniture for classroom shall be done, as per the delivery schedule order to the concerned schools. The supplier has to provide his own transport arrangement for proper & safe delivery of goods. He is advised to get the receipt of delivered goods from the Head Master/Principal (Delivery Challan).

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.

## Chapter-4

### TECHNICAL SPECIFICATION

#### SPECIFICATIONS OF WHITE BOARD.

1. **Nomenclature:** *WHITE BOARD.*
2. **No. of Schools:** *1577*
3. **Quality requirement of the White Board:**

<b>Sl. No</b>	<b>School Category</b>	<b>Items</b>	<b>Description of Work</b>	<b>No. of Qty</b>	<b>Total No. Of School</b>	<b>Total White Board</b>
1	Elementary	White Board	Trendy and Beautiful White board 8" inches by 6" inches with 1" inch stand along with 2 in one pen (Colour: White)	6	1150	6900
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<b>Total</b>				<b>18</b>	<b>1577</b>	<b>12024</b>

#### 1. **Tentative supply Schedule:**

**Duration**

*8 Months from the date of receiving supply order*

**QUANTITY**

*100%*

**TOTAL**

**100%**

## **Chapter- 6**

### **General Terms and Conditions**

#### **1. Earnest Money**

- a.** The bidder shall furnish, with the Technical Bid, an earnest money amounting to **Rs. 23,40,000/- (Rupees twenty three lakhs forty thousand) Only** in the form of Bank Draft/Bank Guarantee/ Bankers Cheque/ pay order drawn in favour of "**State Project Director, Samagra Shiksha, State Implementation Society, Manipur**" payable at Imphal.
- b.** Such negotiable instrument should be valid for a period of six months (180 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 SPD/Samagra Shiksha or the Zonal Education Office / Zonal Co-ordinator RMSA 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.

#### **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, Manipur. The envelopes should be marked with number i.e. A/B & "Bid for white board" should be written in the upper right corner.

- The bid shall be submitted in one copy only.
- The tenderer/ bidder is required to deposit sample sets of white board to the State Project Office, RMSA, Manipur along with the bid document.
- 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 all 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 180 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 VAT, GST, Excise Duty, 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. Rates quoted should be inclusive of all applicable taxes.
- ii. 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 3 of this bid document. The bidders who fulfill **the entire 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, delivery and installment of white board at the concerned school and satisfy himself before quoting his bid.
- ii. The bidder shall be deemed to have fully acquainted with the specification of white board 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, Samgra Shiksha, Manipur will not be liable for any loss or damage sustained by the bidder due to any reason whatsoever.

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

- i. In the event of failure to supply the Furniture for classroom 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 1 month of the supply period	2.5% of the order value (Minimum)
2.	Delay more than 1 month and upto 3 months of the supply period	5% of the order value
3.	Delay above 2 months up to 3 months of the supply period.	7.5% of the order value
4.	Delay above 3 months 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.

## **6. 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.

## **7. 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.

## **8. 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 or 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 180 days shall be considered as non-responsive and would be disqualified.

## 9. 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 white board 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.
- Successful bidder will have to execute an agreement on a Non-Judicial Stamp (to be purchased from the state of Manipur only) of appropriate value within a period of 7 days of receipt of order and deposit security deposit which shall be 3% of the contract value, prior to signing of agreement. The cost of the stamp paper shall be borne by the bidder.
- The earnest money deposited at the time of submission of tender may be adjusted towards Security Deposit amount or alternatively the bidder, taking the EMD back, may deposit a fresh SD.
- The form of Security Deposit Money shall be as below:
  - Bank Draft/Bank Guarantee/ Bankers Cheque duly discharged in favour of State Project Director, Samagra Shiksha, Manipur.
  - Post-office Saving Bank Pass Book duly pledged in favor of State Project Director, Samagra Shiksha, Manipur.
  - National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras or any other script/instrument under National Saving Scheme for promotion of small savings, if the same can be pledged in favour of State Project Director, Samagra Shiksha, Manipur. These certificates shall be accepted at their face value.
- The SD money shall be refunded after expiry of contract period/extended period provided there is no breach of contract on the part of contractor.
- 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.

## 10. 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.

## 11. General Conditions

- **VAT, Excise Duty, 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 for clearance of Excise Duty as per **Annexure -II** 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. The element of the VAT and Central Sales Tax should be indicated separately.
- Bidder shall quote firm prices of Furniture for classroom 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 Commissioner, Education (S), Government of Manipur who will be the Sole Arbitrator and whose decision shall be binding on both the parties.
- **TDS:** VAT/ 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 in the quantity/quality of Furniture. 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 Contact 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 180 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.
- SPD Samagra Shiksha reserves the right to modified the volume of supply and any other terms and condition at any stage of tender process/Execution thereof and supplier /bidder shall abide by such modification.

**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 7**  
**TECHNICAL BID**

I. Addressed to:

a.	Name & Address of the Tendering Authority	<b>State Project Director,</b> Rashtriya Madhyamik Shiksha Abhiyan, State Implementation Society, Manipur
b.	Telephone	0385 - 2445393
c.	Fax	0385 - 2445393
d.	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 /Year of GST Registration</b>	
6	<b>Type of Firm</b> <b>Put Tick (√) mark</b>	Public Limited
		Partnership Firm
		Private 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 (to be supported by certificates fulfilling the eligibility criteria):

S. No.	Description ( supplied to & year)	No. & amount of White Board supplied		
		Quantity	Amount	White Board
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 vide Demand Draft /Bankers Cheque/Pay order. No. \_\_\_\_\_ dated \_\_\_\_\_. Name of Bank- \_\_\_\_\_ in favour of State Project Director, Samagra Shiksha, Manipur payable at Imphal only

VI. The rates quoted are valid for 180 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.

<b>Sl. No.</b>	<b>Type of Tax</b>	<b>Whether tax clearance certificate enclosed (Yes/ No)</b>	<b>Certificate No.</b>
1	VAT		
2	CST		
3	Income Tax		
4	Others.		

- 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-8

### 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 as detailed in scope of work as under:

(A) White Board:

Sl. No	Particulars / Item	Quantity	Unit	Rate	
				in figures	In words
A	B	C	D	E	F
9.	whit Board			Rs.	(Rupees

Notes:

- Financial Bid should only indicate prices without any condition or qualification whatsoever.
- Total price per white board inclusive all taxes & all other charges.
- Bidders should express the price of their product in Indian currency only.

**Date :**

**Place :**