

**SARVA SHIKSHA ABHIYAN
STATE MISSION AUTHORITY
MANIPUR.**

Bid Document
For
Supply of School Bags
(Under SSA Scheme)

Telephone : 0385 - 2448535
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Price Rs. 3,000/-

SARVA SHIKSHA ABHIYAN, STATE MISSION AUTHORITY, MANIPUR

Bid Document For
Supply of School Bags
(Under SSA Scheme)

Document Issue Details

S.No.

Date :

Issued to :

M/S

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

Amount Rs. 3,000/-

No.

Date

Through :

Hand Delivery / Speed Post / Courier / Other

Signature of Issuing Authority

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Chapter-1
Introduction & General definitions
Introduction

The Sarva Shiksha Abhiyan, Manipur, represented by the State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur (hereinafter referred to as "State Project Director"), wishes to receive bids from the registered school bag manufactures/Distributors for supply of school bags of prescribed specifications, for distribution to students of Government and Aided schools in Manipur state under Sarva Shiksha Abhiyan Scheme. The quantity & specifications of school bags 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. "**Bag**" means school bag 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 school bags.
- VI. "**Bidders Proposal**" means the preliminary proposal submitted with the bid.
- VII. "**SPO**" means State Project Office, Babupara of Sarva Shiksha Abhiyan, State Mission Authority, 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 school bags 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 school bags as per specifications.
- XII. **“Day”** means a calendar day.
- XIII. **“State Project Director”** means State Project Director, Sarva Shiksha Abhiyan, State Mission Authority 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. **“SSA/ SMA”** means Sarva Shiksha Abhiyan, State Mission Authority, 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, Sarva Shiksha Abhiyan, 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 bags and for completion of the contract. The supplier shall comply with the laws of the country.

Chapter-2

State Project Director of Sarva Shiksha Abhiyan, Manipur

No. : SSA/Manipur/bags/2009-10/001 Date: 23 /03/2010

THE NOTICE FOR INVITING TENDERS FOR SUPPLY OF SCHOOL BAGS UNDER SARVA SHIKSHA ABHIYAN IN THE STATE OF MANIPUR.

The Sarva Shiksha Abhiyan, State Mission Authority, Manipur has decided to provide school bags of given specifications to selected students of Government and Aided Schools in Manipur under various interventions of SSA. These bags are to be supplied within a period of fifteen days from the date of supply order.

The State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur invites sealed tenders from the competent registered manufacturers who possess requisite relevant experience and competency to supply the school bags 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	23/02/10	From 11.00 AM
02	Pre - bid conference	04/03/10	11.00 AM
03	Submission of complete proposals	Upto 15/03/10	Up to 3.00 PM
04	Opening of technical bids	15/03/10	4.00 PM
05	Opening of financial bids	17/03/10	11.00 AM

All the bidding activities shall take place in the meeting hall of the State Project Director of Sarva Shiksha Abhiyan, State Mission Authority, Manipur.

The bid document may be obtained from the State Project Director of Sarva Shiksha Abhiyan, Manipur on submission of cash/Demand Draft/Bankers Cheque/Pay-order of **Rs. 3,000/- (Rupees three thousand) only** in favour of "State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur" payable at Imphal. The bid document may be downloaded from the SSA SMA, Manipur website also. Such bidders have to deposit the price of the bid **amounting to Rs. 3,000/- (Rupees three thousand) only** to the State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur, before submission of the bid otherwise their bids would not be considered.

The detail Scope of work, Specifications of school bag, eligibility criteria, general terms & conditions etc. are in the bid document which is available at the website of department www.ssamanipur.nic.in.

Fully sealed bids, with an Earnest Money Deposit of Rs. 1.50 lac, (Rs. One Lac fifty thousand) only, should reach to the State Project Director as mentioned above at S.N. 3 of schedule of bid activities.

**State Project Director
SSA, State Mission Authority Manipur**

Chapter-3

ELIGIBILITY CRITERIA

Eligibility Criteria:

1. The Bidder must be a manufacturer/distributor of school bags 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 successfully supplied at least ten thousand bags with a total price of at least Rs. 20 lakh , within India, during any of past three financial years.
3. The bidder should have annual minimum turnover of Rs. 50 lakh in any of the past three financial years, i.e. 2005-06, 2006-07 & 2007-08.
4. The bidder should have minimum net worth of Rs. 5 lac (Rs. five lac only), as on date of submission of bid.
5. 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.
6. 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.
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.

(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 Sarva Shiksha Abhiyan, State Mission Authority, Manipur, represented by the State Project Director, wishes to receive bids from the registered school bag manufactures/suppliers for supply of school bags to State Project Office of Sarva Shiksha Abhiyan, State Mission Authority, Manipur which is situated at Babupara, Imphal West, Manipur for distribution to selected students of Government and Aided schools in Manipur State. These bags should conform to the specifications given in this chapter.

Sl. No.	Name of Office	Quantity of School bags
I.	State Project Office, Babupara, Imphal – West, Manipur.	25374
Total		25374

1. The Successful bidder will be required to supply the school bags of the approved specification within fifteen days of the supply order. The quantity of school bags given above is tentative which may slightly vary at the time of actual supply order. The supplier has to supply the bags, F.O.R. State Project Office, Babupara, Imphal- West, Manipur, as per the supply order. He has to manage the pre-delivery inspection as per directions of the State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur. In case of any material found not as per specifications, the same would be rejected & no claim would be accepted by Sarva Shiksha Abhiyan, State Mission Authority, 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 0.01% of the ordered quantity.
2. The bags 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 bag conforming approved specification (a set of five bags to the State Project Director) within three days of confirmation of qualifying the technical bid by the State Project Director.
4. The logo/emblem of Sarva Shiksha Abhiyan shall be printed in front of school bag in size to be decided by the State Project Director (Message-1).
5. The message-2 "**Free supply of School Bag-2010, Sarva Shiksha Abhiyan, Manipur**" and "**Not for Sale**" shall be printed in backside of bag and

the size of the print will be decided by the State Project Director, SSA, SMA, Manipur.

6. The manufacturer/supplier is also allowed to put his own logo, at a place specified by Sarva Shiksha Abhiyan, State Mission Authority, Manipur, restricted to 1x1 sq inch size (only one).
7. A small transparent pocket should be provided in front of the bag for putting the name, & identification of the student.
8. The successful bidder shall not sub-let the supply order or the part of it, to any other supplier.
9. 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 school bags 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, Sarva Shiksha Abhiyan, State Mission Authority, 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 after the successful & satisfactory supply of school bags. The bill

shall be raised in triplicate addressed to State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur.

- b)** The liquidated damages (if any) shall be deducted as per the terms and conditions as mentioned in this document.
- c)** TDS shall be deducted as per the Income Tax Laws, if applicable.
- d)** No advance payment shall be made to the supplier.

Delivery of the goods

The delivery of school bags shall be done, within fifteen days of supply order, State Project Office of Sarva Shiksha Abhiyan, Manipur, situated at Babupara, Imphal-West, Manipur. The supplier has to provide his own arrangement of transport 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 SPO with the official stamp duly affixed on the receipt.

The supplier has to ensure all steps for timely supply of the bags, 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.

SPECIFICATIONS OF SCHOOL BAG TO BE SUPPLIED BY THE BIDDER

1. SCOPE

This standard covers the requirements for bags, used by school students for carrying books, writing material, and drawing instruments etc.

2. NOMENCLATURE

2.1 The nomenclature of the bag shall be as shown in Fig. 1.

3. SHAPE, DIMENSIONS & TECHNICAL SPECIFICATION

3.1 The shape and dimensions of the school bag shall be as shown in Fig.1.

3.2 Design specifications of School bag

- Polyester orange colour.
- Ruck-sack style, made of PVC coated dirt resistant and waterproof polyester fabric 600 denier with zipper fastening at the top.

- Padded shoulder straps (width 6cm,thickness 3 mm) with an adjustable attachment of soft nylon (width 2.5cm) securely sewn on the base of the bag.
- Back & front seams reinforced with plastic piping to maintain the shape of the bag.
- One front pocket approximate size 23X27 cm with zipper closure.
- The length of back strap shall be adjustable by means of a buckle as shown in Fig. 1

4. MATERIAL

4.1 The various components of the school bag shall be made from the materials specified in Table 1.

5. MANUFACTURING, WORKMANSHIP AND FINISH

5.1 The school bag shall be made from three pieces of material, that is, front, back and gusset.

5.2 The front portion shall be provided with a pocket of size 23x27cm with gusset of 4 cm for articles used in school as shown in Fig. 1. The shape of the pocket should be such as to provide sufficient space for keeping lunch-box, pencil box, instrument box, etc.

5.3 The bag shall be provided at all seams with plastic piping and self material including the pocket, top edges and the sides as shown in Fig. 1. The piping shall be of the self material specified in Table 1.

5.4 The school bag shall be assembled 'lock stitch' or 'chain stitch' regulated to give 6 to 8 stitches per 25 mm. All ends shall be securely fastened, off and loose threads properly trimmed.

5.5 Two buckles with straps shall be provided in the bag for closure as shown in Fig. 1.

5.6 The bag shall be neatly finished with straight and parallel rows of stitching, where required.

5.7 The ends of buckles loops, side back and buckle straps shall be properly tacked with the rows of stitches as shown in fig. 1.

TABLE 1
MATERIAL FOR COMPONENTS OF SCHOOL BAG
(Clause 4)

S. No.	COMPONENTS	MATERIAL
(1)	(2)	(3)
1	Fabric i.e. Body, pockets, etc	Dirt resistant, waterproof, polyester 600 denier PVC Coated fabric weight 500 gm/sq mtr. Breaking strength(minimum warp-100 kgs,weft-50 kgs, tearing strength-7 kg, proofing content per sq mtr (minimum)-375 gms, weight of basic fabric i.e. polyester fabric 600 denier per sq mtr(min)-125 gms.
2(a)	Polypropylene Straps 25 mm	Padded nylon material 1 cm thickness 25mm wide synthetic tape
2(b)	Polypropylene Strap 38 mm	38mm wide Polypropylene tape
3	Piping	Plastic of best quality to maintain shape of the bag. Piping should be covered with PVC coated polyester fabric 600 denier.
4	Buckles	Plastic which can bear at least 5 kg weight
5	Sewing thread for body and straps	Sewing polyester 145 dtex X 3, IS 9543-1980, Variety No. 5 any colour matching to the body-colour
6	Sewing thread for piping	Sewing polyester 145 dtex X 3, IS 9543-1980, Variety No. 5 of same colour of piping
7	Stitching	Double stitching threaded quality suitable for material specified. All material edges to be tucked & stretched to prevent fraying.
8	Bottle case	Synthetic net and elastic tape
9	Zipper (Fastener)with 2nos sliding tabs	Toothed edges of plastic with metal sliding tabs (Best Quality)
10	Handle	soft nylon width 2.5 cm
11	Colour	Colour of the bags will be decided by SPD, SSA, SMA after seeing the samples.

Breaking Load (Full widthx20cm)- (min Kg)	Mass per 100 meter in Gms (Max)	
* Strap (25mm wide Polypropylene tape)	325	1700
** Strap (38mm wide Polypropylene tape)	550	2400

6. SAMPLING

6.1 In case of Test, Samples shall be drawn in four sets or as required by concerned laboratory / agency by giving the serial numbers on random basis of the sets supplied, properly sealed in the presence of the bidder's representatives.

7. TESTS:-

7.1 Drop Test The school bag shall be fully loaded with books or suitable materials weighing 10 kgs. After filling the specified weight, the bags shall be closed, fastened and hung on pegs at the wall with the help of the back strap. The distance between the floor and the peg shall be 1.0 metre in back strap. The bags shall then be suddenly dropped and this operation shall be repeated ten times. During or after the test the stitches shall not open, the straps & buckles shall not give way or come off the stitched tacks.

7.2 Snatch Test- The school bag shall be securely fixed in an inverted position on a rigid support, leaving the strap free for applying the load. The strap shall be suitably harnessed to distribute the load applied over the entire middle portion. A load of 50 N (5 kg) shall be applied suddenly to the strap for a period of 30 seconds. This operation shall be repeated 10 times. The weight may be applied either by means of spring balance or weight suitably placed on a stirrup. During or after the test, the strap shall not have snapped, loosened or come off the stitching.

Warranty

There shall be a minimum warranty of six months from the date of supply, against any manufacturing defects. Such defected bags shall be removed by the supplier from the office of State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur, as the case may be & bags of given specification would be supplied without extra price.

MARKING

School bag, on left hand corner of back of the bag, shall be legibly marked with the following:

- Manufacturer's name or registered trade-mark or code (if any)
- Any other logo/ messages as required by the State Project Director.

Packaging & labeling:

Bags should be packed in a strong, export quality cartons & labeled with complete address of concerned office, contents & quantity. Each carton must be strapped horizontally & vertically. The packing material must be NEW with no marking writing etc. other than label. Used packing material must not be reused. All items must be packed suitably for road transportation adequate enough to withstand extreme rough handling & weather hazards.

Size of the school bag-

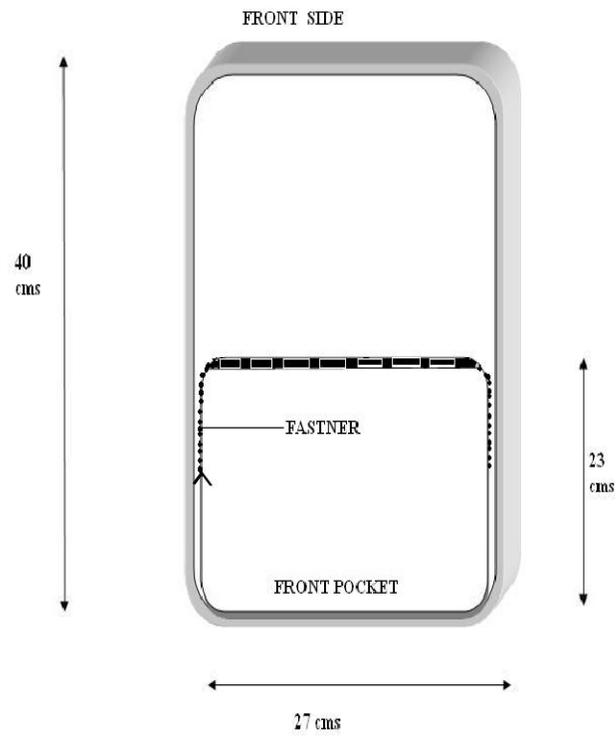
Height - 40cm, Width - 27cm, Depth (gusset) - 10cm.

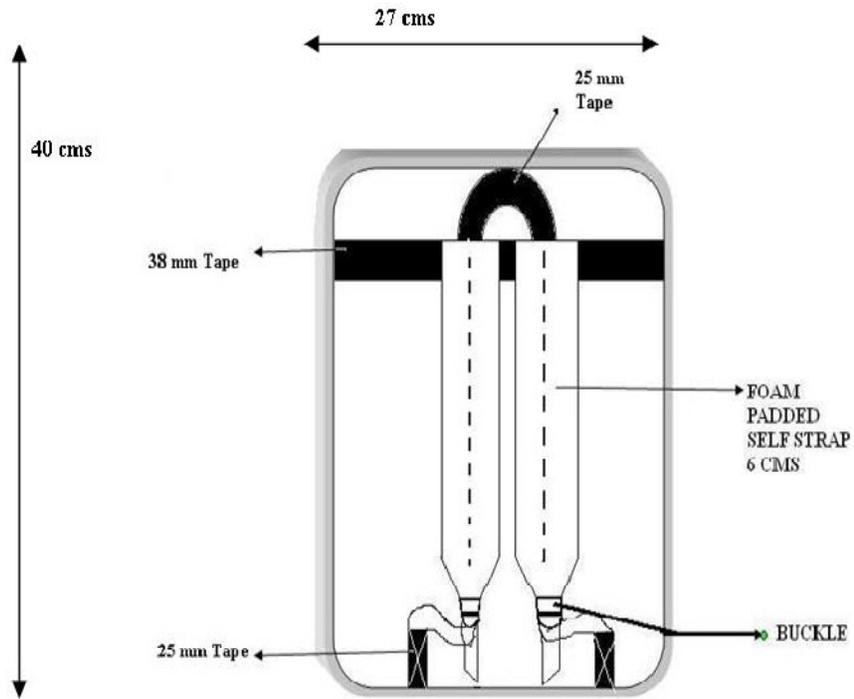
Design and Dimension of School Bag –

School bag rucksack style made of PVC coated dirt resistant & waterproof polyester fabric 600 denier (as mentioned in Table 1) with zipper/fastener as shown in Fig 1 One Pair of padded shoulder strap (width-6cm each, foam thickness-3mm) with an adjustable attachment of buckle (width 25mm), padded shoulder straps should be reinforced at the top with 38 mm polypropylene tape as shown in figure-1, one strap of polypropylene tape width 25mm used as handle to be provided on back of the bag as shown in figure-1.). Back & front seams of the bag and pocket at front are to be reinforced with plastic piping to maintain shape of the bag. One front pocket of size 23x27cm with zipper/fastener for closure to be provided on front as shown in Fig 1. The width of gusset of the pocket should be 4cm. One pouch pocket at gusset of school bag of self material and synthetic netting cloth with elastic at top shall be provided for carrying water bottle.

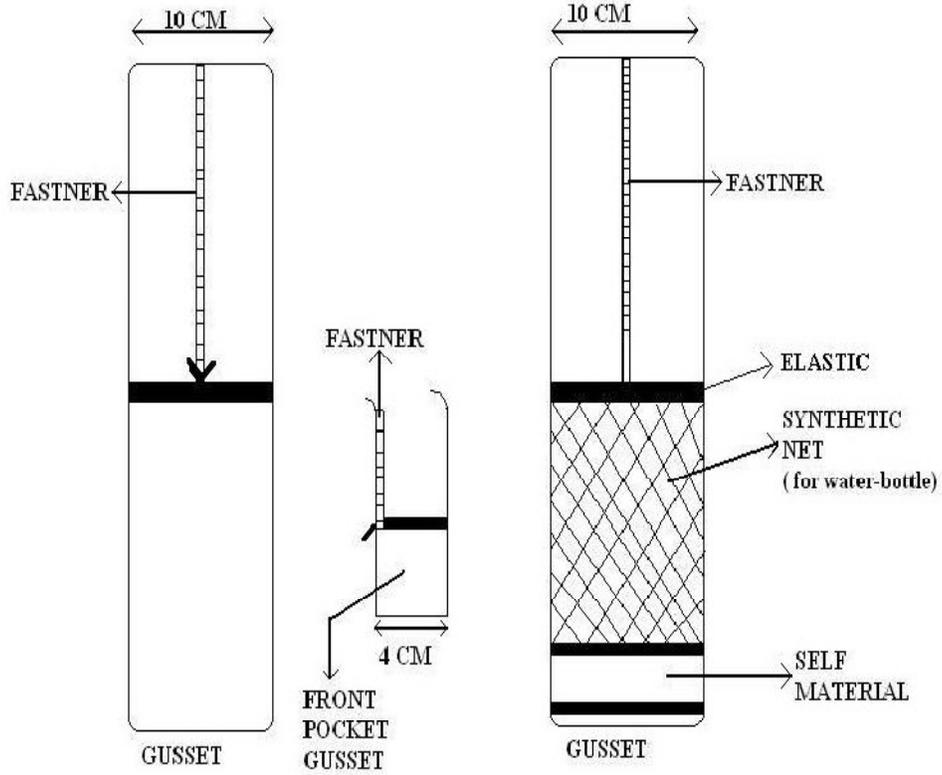
FIGURE_- 1

DIAGRAM OF SCHOOL BAG





BACK SIDE



Chapter- 5 General Terms and Conditions

1. Earnest Money

- a. The bidder shall furnish, with the Technical Bid, an earnest money amounting to **Rs. 1,50,000/- (Rs. One lac Fifty thousand) Only** in form of Bank Draft/Bankers Cheque/ pay order drawn in favour of "**State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur**" payable at Imphal. No bank guarantee would be accepted as EMD.
- 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 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 **three envelopes**, i.e.
 - I. **Envelope -A (Technical bid)**: It should contain the EMD of specified amount along with all documents **except financial bid**.
 - II. **Envelope -B (Sample)**: Sample of a school bag, conforming to given specifications duly signed by authorized signatory, with stamp of the company/firm

as the case may be. Bags of other specifications shall not be considered.

III. Envelope – C (Financial bid)

- All the three 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, Sarva Shiksha Abhiyan, State Mission Authority, Manipur. The envelopes should be marked with number i.e. A/B/C & "Bid for school bags" should be written in the upper right corner.
- The bid shall be submitted in one copy only.
- 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'.**
- 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, 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 shown separately. However, the element of transportation & all any other charges except sales tax/ CST/VAT should be incorporated in price of the bag & need not to be shown separately.

- 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 bags where the lowest tenderer is not in a position to make supply of required quantity of bags. 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 entire criterion** shall be declared qualified for opening of financial bids.

3. Pre Bid Conference

- i. The bidders or their authorized representatives are invited to attend the pre - bid conference, which would be held in the Conference hall of State Project Office, Babupara, Imphal West, Manipur on
- iii. The purpose of the conference is to clarify the issues and to answer questions/doubts on any matter that may be raised at that stage. The bidders may give their suggestions, if any, in the conference.
- iv. The bidders are requested to submit any questions / request/ suggestions in writing to reach the State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur, not later than three days prior to the date of scheduled conference.
- iv. Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.
- vi. Minutes of the meeting including the text of the questions raised and the responses given will be transmitted to all purchasers of the bid document/ participants of pre bid meeting. Any modifications in the bid document which may become necessary as a result of the pre bid meeting shall be made by the State Project Director exclusively through the issuance of a corrigendum. After issuance of such corrigendum(s), it shall be

treated as an integral part of this bid document. Therefore, bidders are advised to study the corrigendum carefully before submission of their proposal. The department shall not accept any liability in this respect.

4. 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.

5. 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, SSA/SMA, Manipur where the school bags 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 school bags 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, Sarva Shiksha Abhiyan, State Mission Authority, Manipur 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 school bags 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:

S.No.	Delay Limit	LD to be recovered
1.	Delay up to 1 week of the supply period	2.5% of the order value (Minimum)
2.	Delay more than 1 week and upto 2 weeks of the supply period	5% of the order value
3.	Delay above 2 weeks & Up to 3 weeks of the supply period	7.5% of the order value
4.	Delay above 3 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 180 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 school bags 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 5% 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 Drafft/Bankers Cheque/Bank Guarantee duly discharged in favour of State Project Director, Sarva Shiksha Abhiyan, Manipur.
 - Post-office Saving Bank Pass Book duly pledged in favor of State Project Director, Sarva Shiksha Abhiyan, 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, Sarva Shiksha Abhiyan, Manipur. Theses 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.

11. Forfeiture of Security Deposit

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

- When the terms and conditions of contract is breached by the supplier.
- When the bidder fails to make complete supply satisfactorily.
- 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.
- 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

- **Sales Tax, 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 (Envelop 'A'). Certificates from the competent authority shall have to be enclosed with the 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 school bag 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:** Income Tax 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 school bags. 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 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.

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	State Project Director, Sarva Shiksha Abhiyan, State Mission Authority, Manipur.
b.	Telephone	0385 - 2448535
c.	Fax	0385 - 2448534
d.	website	www.ssamanipur.nic.in

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

III. Other related details:

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

IV. Details of major supplies carried out:

S.No.	Description	No. & amount of school bags, supplied (enclose name, address and relevant certificates of the client separately where the bags have been supplied.)		
		No.	Amount	Rate/bag
1				

2				
3				
4				
5				

Details of Net Worth & Turn Over:

Year	2005-06	2006-07	2007-08
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, Sarva Shiksha Abhiyan, State Mission Authority, 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 Certificates:

S. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number
1.	VAT		
2.	CST		
3.	Income Tax		
4.	Service Tax		
5.	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. 2005-06, 2006-07, 2007-08 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 Financial Bid

With respect to the NIT dated 23/02/10, 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 bag as under:

Sl. No	Particulars	Price per bag (Excluding taxes) (Rs.) (both in figures & words)	Taxes (Rs.) (both in figures & words)	Total price per bag* (Rs.) (both in figures & words)
A	B	C	D	E
I	SPO, Babupara			

Notes:

- a. Financial Bid should only indicate prices without any condition or qualification whatsoever.
- b. The element of transportation & other charges except taxes should be incorporated in the price of the bag in **column C**.
- c. Taxes such as VAT, service tax, duties, fees, levies and other charges levied by Central & State Government/Government Bodies, as may be applicable in relation to supply of the bags should be shown separately in **column D**.
- d. *Total price per bag inclusive all taxes & all other charges should be given in **column E**.
- e. Bidders should express the price of their product in Indian currency only.

Date :

Place :