

GOVERNMENT OF MANIPUR
DIRECTORATE OF AGRICULTURE: MANIPUR

No. AGM-I/108-SHM/SHC(ET)/2021

Imphal , the 03th July,2023.

INVITATION OF BID

1. Quotation in two Bids system, (Technical & price Bid) are invited from the interesting Suppliers/Firms/ Authorized Dealer/Agency for supply of **Micronutrients** under Soil Health and Fertility of Rastriya Krishi Vikas Yojana (RKVY), Department of Agriculture, Manipur. This invitation of bid is issued in pursuance of the Govt. of Manipur approval letter no. CSS-501/12021-Agri-AGRI. dated 27th June 2023. Detailed of the items are shown in given Schedule

2. Tender is to be submitted online through e-procurement/Tender Portal <https://manipurtenders.gov.in>. The date of submission of bids are as follows:

Publishing/Downloading Tender Document :	1100 hrs of 07-07-2023
Last Date of seeking clarification :	1600 hrs of 08-07-2023
Last Date of submission of Tender :	1600 hrs of 17-07-2023
Date of Opening of Technical Bid :	1100 hrs of 18-07-2023
Date of Opening of Financial Bid :	1500 hrs of 18-07-2023.

3. ELIGIBILITY CRITERIA

- a. Registered Firms/Companies under relevant Rules/Acts dealing with the product.
- b. Authorized dealer/distributors of a manufacturer or Indian Agent of an overseas vendor are also eligible to participate in the tender, provided they furnish the authorization for the items and having the dealership/distributorship for the subject items.
- c. The Bidder should have the necessary portal enrolment with his/her own Digital Signature Certificate.
- d. Supply shall be affected directly by the bidder and not through any other agency.

4. GENERAL CONDITIONS

A complete set of bidding document may be downloaded from the website www.manipurtenders.gov.in with a non-refundable fee of Rs.1000/- (Rupees One thousand) only in the form of Demand draft/Banker's cheque in favour of "Soil Health Card and Soil Health Management Dept. of Agriculture, Manipur"

- a. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- b. At any time prior to the date of Submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

- c. The bid and all correspondence and document shall be in the English language.
- d. The tender document is not transferable.
- e. The tender document shall be signed by the bidder in all the pages with official seal.
- f. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.
- g. Each and every Bidder shall quote the items in given Schedule or if it is found not quoted/left blank the submitted schedule will be rejected.
- h. Lowest quotation for the items of the given schedule will be accepted.
- i. The Tender inviting Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.

5. TECHNICAL BID

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

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs.50,000/- (Rupees Fifty thousand) only in the form of Demand Draft/Bankers cheque in favor of "Soil Health Card and Soil Health Management Dept. of Agriculture, Manipur". EMD submitted in any other form or bids without EMD shall not be accepted. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.
- b) Duly attested photocopies of valid manufacturing license for the products offered.
- c) Current & valid service Tax Registration Certificate/GST Certificate.
- d) The bidder will be required to submit complete set of Chartered Accountant certified copy of the Annual Accounts of the past two years (2020-21 & 2021-22) giving details of Turnover in name of the Firm and other financial parameters.
- e) The bidder should have an average annual financial turn over (gross) of Rs.50 Lakhs (Rupees Fifty lakhs) during the last two consecutive financial years ending 31st March, 2022. This should be duly audited by a Chartered Accountant. The year in which no turnover is shown would also be considered for working out the average.
- f) Copy of PAN Card, Aadhaar Card and Income Tax return for the past 02 (Two) years i.e. 2020-21 & 2021-22.
- g) Undertaking in the form at Annexure-I confirming acceptance of all terms and condition of the tender.
- h) An Undertaking on fraud and Corruption as per Annexure-II
- i) In case of dealer/distributor or Indian agent of an overseas manufacturer, Authorization from the manufacturer for the items quoted in Annexure-III.
- ii) In the Technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at Annexure-I.
- iii) Warranty: The product supplied shall be covered under comprehensive warranty for a period of 2 year from the date of purchase including replacement of damaged quantity if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.

6. PRICE BID.

- a) The rate quoted per unit shall be the landed cost at destination, including of packing, forwarding, the Taxes/duties, Freight, Insurance and Installation. Showing the break-up of cost.
- b) Each page of the price bid shall be duly signed by the bidder with official seal.
- c) All price bid shall be submitted as per prescribed format at Annexure -V

7. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price for determining the L1 rate (Lowest Rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

8. VALIDITY OF TENDER

The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the item at agreed rates during this period. This validity period may be further extended with mutual consent.

9. REASONABILITY OF RATE/FIRM PRICE

- a) During the period of the contract, if the price of tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutory bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- b) Subject to the condition stipulated above, the price shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the contract period.
- c) The price quoted should be below the Distributor/Dealer price since no agents can participate in the tender. The rate quoted will be compared by the Govt. with the existing Market/Distributor's price.

10. PERFORMANCE SECURITY DEPOSIT

The successful bidder, within 15 days of receipt of purchase Order, shall be required to submit performance Security Deposit of 10% of the order value in the form of performance Bank Guarantee from a Nationalized Bank in favor of the purchaser valid till the date of completion of order. The Bank Guarantee shall be returned on completion of the Supplies of the goods. However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encased & the amount forfeited.

11. AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender inviting Authority informing that has tender has been accepted.



12. NON ASSIGNMENT

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

13. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD.

Failure of the successful bidder to comply with the requirement of signing of contract and/or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the original evaluation & lowest bidder.

14. TENTATIVE QUANTITY

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

15. DELIVERY CONDITION

- a) The place of delivery will be at the Office store room at State Soil Testing Laboratory Porompat, Imphal, Manipur.
- b) The supply of item and successful commissioning shall be completed within 6(six) weeks from the receipt of the purchase Order.
- c) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted after satisfactory demonstration of full functioning of the unit.
- d) The supplier shall provide such packing of goods as is required to prevent damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperature.
- e) The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16. PAYMENT TERMS

- a) **No advance payment shall be made.** 90% payment for the supplied items shall be made after receipt of the items and completion of all codal formalities subject to submission of Bank Guarantee for performance Security, relevant documents, warranty certificates etc.
- b) Balance 10% payment shall be released on completion of the total supply.
- c) No payment shall be made for rejected materials nor shall the Tenderer(s) be entitled to claim for such items. The rejected items shall be removed by the Tenderers Within two weeks of the date of rejection at his or their own costs and replace immediately. In case these are not removed these shall be auctioned at the risk and responsibility of the suppliers(s) without any further notice.



17. PENALTY FOR DELAY IN DELIVERY

- a) In case there is delay beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value delayed goods per week of delay or part there of subject to a maximum of 10% of the total order value.
- b) Once the maximum price reduction is reached, termination of the contract may be considered.
- c) Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EDM and Bank Guarantee for performance Security and other penal provisions.

18. FORCE MAJEURE

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier do not involve fault or negligence of the supplier and are not anticipated. However, the condition shall not include scarcity of raw materials, power cut, labor dispute, failure of sub-vendor and increase in cost of raw material.

19. FRAUD & CORRUPTION

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

20. LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

21. ADJUDICATION/REVIEW BOARD

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

22. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.



23. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Imphal only.



(N Gojendro)
Director of Agriculture
Manipur

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Memo No. AGM-I/108-SHM/SHC(ET)/2021:

Imphal, the 3rd July 2023.

Copy forwarded for information and necessary action to:

1. Additional Chief Secretary (Agri.), Govt. of Manipur
2. The Director, Information and Public Relations, Manipur for information and wide publication in the Local news paper dailies.
3. The SIO, National Information centre, Manipur for kind information and with the request to upload on the website.
4. The Director, Printing & Stationary Department for publication of the NIT in the Manipur Gazette.
5. Office Notice Board.



(N Gojendro)
Director of Agriculture
Manipur

UNDERTAKING

To

Tender enquiry No.....

For supply of.....

Sir,

1. I, Shri on behalf of M/s.....having registered office at....., do hereby declare that I have gone through the term an conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from date of award of contract on us.
2. I/We undersigned hereby bind myself/ourselves to the Office of.....to supply..... The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted by me/ us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of..... (Here in after called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We undertake and confirm that
 - a) **Warranty:** The item, supplied shall be covered under warranty for a period of 2 year from the date of receipt and any maintenance or repair arising during this period of 2 year including replacement of part if any, shall be carried out by us at our own cost without any cost liability on the purchaser.
 - b) **Authorization from Equipment Manufacturer:** We shall furnish authorization from the manufacturer undertaking to Purchaser in appropriate format assuring full guarantee/warranty obligation valid for a period of 3 year from the date of receipt of the supplied item.

5. We agree to the conditions of tender under which the EARNEST MONEY DEPOSIT and performance security deposit SHALL BE FORFEITED BY US.
6. We hereby undertake to pay the penalty as per the term and conditions of the contract for delayed supply of the ordered items.
7. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
9. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
10. We understand all the items and conditions of the contract and bind myself/ourselves to abide by them.
11. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us the moment.

Signature :

Name :

Date :

Name & Address of
The firm :

Seal

ANNEXURE-II

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s.....
Do hereby undertake that, in competing for (and, if the award is made to us, in executing)
the subject contract for supply
of..... Under tender
reference no..... Dt..... We
shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/ Partner/Director

Designation:

Seal:

ANNEXURE-III

MANUFACTURER'S AUTHORIZATION FORM

No.....Dated.....

To

Dear Sir

Bid Rf. No.....

We.....who are established
and reputable manufacturers of having factories at
.....Registered office at possessing
.....Manufacturing License No.
.....Dated. Valid Upto

hereby authorize M/s.....
(Name and address of Representative), to submit a bid and subsequently negotiate and sign
the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.
- 3.

(Attach separate sheet if necessary)

We hereby extend our Guarantee/ warranty for a period of 3 year from the date of receipt
of item as per the tender conditions from the items offered for supply against the tender
submitted by the above firm.

Yours faithfully

(Name)

For and on behalf of M/s.....

(Name of Manufacturer)

Note: This letter of authority should be the letterhead of the manufacturing concern and
should be signed by a person competent and having power of attorney to bind the
manufacturer.

Specification of Micro nutrients

Sl.No.	Item	Specification
1.	Micronutrient	Micro Nutrients having at least 5% Zn or more, B, Cu, Mn, Etc. Iron (Fe) at lowest ppm (Organic based)

Annexure –V

Format for Submission of Bid

Sl.No.	Name of the Item	Unit cost/ per Piece	Amount in Rs. Figure	Amount in words
1	Micro Nutrients having at least 5% Zn or more, B, Cu, Mn, Etc. Iron (Fe) at lowest ppm (organic based)			