

#### GOVERNMENT OF KARNATAKA DEPARTMENT OF SERICULTURE

#### E-TENDER TO EMPANEL & FIX L1 RATES FOR THE SUPPLY OF HYGIENE DISINFECTANT CERTIFIED BY SERICULTURAL RESEARCH INSTITUTES THROUGH E-PORTAL

Website: https://eproc.karnataka.gov.in

HP Helpdesk: 080-25501216/227

Tender reference

:DOS/e-Pro/DIS/05/2018-19

- Tender publishing date : 07-05-2020
- Last date and time for receipt of tender : 08-06-2020 up to 17.30 hrs
- Time and Date of opening of technical bid: 10-06-2020 at 11.30AM
- Time and Date of opening of Financial bid : 15-06-2020 at 11.30AM
- Place of opening of tender : Room No.516,

Directorate of Sericulture 5<sup>th</sup> floor, M.S.Bldg., Bangalore-1

Address for communication

DEPARTMENT OF SERICULTURE M.S.BUILDING, 5<sup>TH</sup> FLOOR, DR.AMBEDKAR VEEDHI BANGALORE- 560001 PHONE: 22252611, Fax No.: 22353881 e-mail: <u>karseri@yahoo.co.in</u>, Website : reshmesiri.kar.nic.in

#### Ref: Tender notification No. DOS/e-Pro/hy DIS/ 10/2019-20

#### SECTION - I

#### 1. Background

The empowered tender inviting authority of the office of the Commissioner for Sericultural Development and Director of Sericulture, Bangalore, hereby invites tenders FROM INTERESTED ELIGIBLE MANUFACTURERS through THE KARNATAKA GOVERNMENT e-procurement portal, in two cover system, for empanel & fix 11 rates for the supply hygiene disinfectant certified by sericultural research institutes through e-portal

The Sericulture Department, government of Karnataka is implementing, from year to year, various beneficiary oriented schemes under centrally sponsored, District Sector & State sector schemes to facilitate successful Silkworm Rearing and Cocoon harvest for Sericulture development.

A assistance to the beneficiary will be provided under the programmes towards procurement and utilization of hygiene disinfectant DEVELOPED, LICENSED AND CERTIFIED BY THE STATE/CENTRAL SERICULTURAL RESEARCH INSTITUTE/S FOR COMMERCIAL PRODUCTION for harvesting successful cocoon crops.

Only such of the hygiene disinfectant products as certified by the Sericulture Research Institutes Located in Karnataka state are considered for assistance in order to control the Silkworm diseases and pests.

In view of the above, The Department of sericulture Govt. of Karnataka intending to empanel only the Sericultural Research Institute/S Licensed, Certified Hygiene Disinfectant Manufacturers.

**Products Not Eligible Or excluded:** Any other disinfectant which are not developed/licensed/certified by the State /Central Sericultural Research Institutes generally available in the open market or such of the products developed by any individual/s or concerns or associations or industries etc are not eligible and accordingly Excluded from this tender.

**Validity and Operation:** The tenders are valid until 31-03-2021. The Schemes shall be implemented throughout the Karnataka State subject to funds availability.

**Objective:** To educate sericulture farmers in usage of hygiene disinfectant that are developed and certified by the State and Central Sericultural Research Institutes, for maintaining hygiene in silkworm rearing so as to control diseases and pests to increase the production and productivity of quality cocoons and to increase the production of International gradable silk yarn.

#### **1.1 QUALIFICATION AND ELIGIBILITY OF THE MANUFACTURER/S;**

- **1.2.1** Only the manufacturers with valid licenses from the State or Central SERICULTURAL RESEARCH INSTITUTE/S TO MANUFACTURE THE SERICULTURAL RESEARCH INSTITUTE'S DEVELOPED, LICENSED/CERTIFIED DISINFECTANTS are eligible for participating in tender.
- 1.2.2 The manufacturers who have valid patent/License/certification or test reports or recommended by the State or Central Sericulture Research Institutes located in Karnataka state where they Performs all the manufacturing and processing operations needed to produce the products material processing, blending, formulating, filling, packing, labeling and quality testing are eligible to submit e-tenders.
- 1.2.3 Additionally Manufacturers should be possessing valid License issued from pollution control board/ industrial regulation board/ authority/ department/ SSI.
- 1.2.4 The annual average turnover of the manufacturer for each of the last three years pertaining to their product supply i.e. 2016-17, 2017-18 & 2018-19 should be minimum of Rs. Rs.50.00 lakhs (Please attach audited balance sheet for last 3 years i.e. 2016-17, 2017-18 & 2018-19).
- 1.2.5 Manufacturers having valid GST and PAN Registration certificate.

#### **1.3 General conditions:**

- 1.3.1 The Tender shall be submitted only if the Manufacturer is agreeable to all the Terms and Conditions of this Tender notification, which includes the Description and Specifications of the Items mentioned herein.
- 1.3.2 Manufacturers have to submit all the relevant documents/papers with Technical Bid through e-portal only.
- 1.3.3 Non submission of the documents may attract disqualification
- 1.3.4 Only the terms and conditions specified in this tender shall be binding and no other terms and conditions if any specified by the manufacturer shall be binding on the purchaser.

- 1.3.5 The manufacturers shall furnish Letter of Power of Attorney in favour of the person who would deal with Department Of Sericulture.
- 1.3.6 The manufacturers shall quote the rates as per the schedule indicated in Annexure-I.
- 1.3.7 If any technical or administrative problems arise the tender will be cancelled.
- 1.3.8 The Manufacturers are strictly not permitted to change any specification Contrary to the rates offered and any such changes at any stage of the tender process and currency shall not be considered.
- 1.3.9 The Manufacturer or his authorized GPA holder shall duly sign Annexure II& III. The name and particulars of the person/s shall be indicated in Block Letters (Capital) with date and the official seal of the firm or the company

#### 2. Schedule of Events:

- Tender publishing date : 07-05-2020
- Last date and time for receipt of tender : 08-06-2020 up to 17.30 hrs
- Time and Date of opening of technical bid: 10-06-2020 at 11.30AM
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Place of opening of tender

: Room No.516, Directorate of Sericulture 5<sup>th</sup> floor, M.S. Bldg., Bangalore-1

#### MODE OF SUBMITTING TENDER:

- 2.1 Two cover system of tendering as provided under KTPP Act 1999 & rules 2000
- 2.2 The Manufacturer shall submit **Technical Bid** and **Financial Bid** of the tender separately through E-Portal as required/indicated in paras 4 & 5 of this document.
- 2.3 Financial bid of only such manufacturers technically qualified shall be opened
- 2.4 The Tender documents may be downloaded from the e-procurement website <u>https://eproc.karnataka.gov.in</u> & manufacturer shall submit the tender in the manner described hereunder & all the required documents shall be up loaded to the website <u>https://eproc.karnataka.gov.in</u>

#### 3. Earnest Money Deposit (EMD):

3.1 Rs.1,00,000/- (Rupees One Lakh only) as refundable Earnest Money Deposit in favour of e-procurement, Government of Karnataka.

- 3.2 The EMD and tender processing fee shall be submitted through e-procurement following any one of the four modes; (a) Direct Debit, (b)Credit Card, (c) OTC (Over the Counter), (d)NEFT(National Electronic Fund Transfer)
- 3.3 The EMD will be returned after finalization of the tender process

## 4. THE 'TECHNICAL BID' SHALL CONTAIN DOCUMENTS LISTED HEREUNDER & SUBMITTED THROUGH E-PROCUREMENT PORTAL.

- 4.1 Registration particulars of the manufacturing concern
  - i. If Proprietorship concern -Registration under Shop & Establishment Act.
  - ii. If Partnership Firm Partnership Deed along with certificate of Registrar of Firms.
  - iii. If Company Memorandum & articles of Association along with incorporation certificate.
  - iv. If others Certificate issued by competent statutory body.
- 4.2 Further, they shall furnish full particulars of postal Address, email, telephone and fax numbers; they shall also indicate the contact details of the authorized persons / agent who shall liaison with the Sericulture Department.
- 4.3 Copy of Income Tax Permanent Account Number (PAN) Card.
- 4.4 GST Registration Certificate and clearance certificate from July 2018.
- 4.5 Balance Sheet & Profit/ Loss account statement for the last three years ie., 2016-17, 2017-18 & 2018-19
- 4.6 Copy of valid and active manufacturing license with date of license, stating manufacturing capacity of the unit obtained under the Factory Act.
- 4.7 No objection Certificate issued by the concerned Pollution Control Board where Factory is situated
- 4.8 The manufacturer shall submit attested copy of valid SSI certificate issued by Director of Industries
- 4.9 Certificates regarding good management practices issued by accredited agencies
- 4.10 State / Central Sericulture Research Institutes License/ patent/ certification/ test reports shall be uploaded for the product quoted.
- 4.11 Product usage:
  - a) The manufacturers shall upload the recommended particulars of the product and usage manual as approved and recommended by the respective Sericulture Research Institutes that have developed/tested the products. Furnish all particulars in Annexure –III and upload as duly signed format

- b) Any documents that are not amenable for uploading on e-portal may be furnished as manual submissions duly indicating the details as may be necessary.
- 4.12. Recommended Dosage or Quantity of the Disinfectant material by the Sericulture research Institutes shall be uploaded.

#### 5. Production Particulars/Details:

- 5.1 Quantity of material delivered to various customers in last two years shall be uploaded as a **market standing**.
- 5.2 Details of the R & D Facilities & support of the manufacturing unit shall be uploaded/furnished
- 5.3 Copy of quality control and inspection/analysis report from State or Central Sericulture Research Institutes shall be uploaded/furnished.
- 5.4 Details about sales of Hygiene Disinfectant for the last three years certified by Chartered Account (2016-17, 2017-18 & 2018-19) shall be uploaded/ furnished
- 5.5 List of Users / Customers served/ supplied material with contact details shall be uploaded/ furnished
- 5.6 Manufacturer shall upload/furnish the latest performance certificates issued by the concerned competent authorities who have received the respective products during the previous year's duly recording their opinion on quality and timely supply etc.,

# Note: The Tenderer shall submit a hard copy of the uploaded documents before last date for submission

• Based on the above Technical Qualifications shall be evaluated by a Committee as per weightage norms furnished in Annexure-V. Minimum qualifying marks shall be 75.

- The criteria mentioned at Annexure-V with [\*] sign are mandatory.
- Annexure-V, group-I minimum mark to be obtained is 08. Unless minimum mark obtained they shall not be considered for further evaluation.
- Financial Bid of only such manufacturers, who satisfies the standard criteria laid down by the Commissioner for Sericultural Development and Director of Sericulture, Bangalore, on the basis of the details furnished in **Technical Bid**, shall be opened.

### 6. THE 'FINANCIAL BID' SHALL BE SUBMITTED ONLY THROUGH E-PROCUREMENT PORTAL.

I. The amount per liter inclusive of GST and other all expenditure shall be quoted in the e-portal **and the same** is considered for finalization. The competent authority will decide to accept the L-1 rate conforming to the specifications.

#### 7. FORFEITURE OF EARNEST MONEY/SECURITY DEPOSIT:

If any of the Manufacturer/s, subsequently withdraws any of the offer/tender or refuse to supply at the offered Price rate, or makes any modification/alteration unilaterally after tender opening, the Earnest Money Deposit shall be forfeited. Similarly if any of the furnished document/s is found fabricated/not factual/manipulated or false in such cases also the EMD shall be forfeited.

#### 8. EVALUATION OF TECHNICAL BID AND OPENING OF FINANCIAL BID:

- a. Evaluation of technical bids submitted shall be under taken by a technical committee appointed by the Commissioner For Sericultural Development And Director Of Sericulture for this specific purpose
- b. However, evaluation of technical bids of only such manufacturers who have fully furnished /uploaded latest up to date documents as required in paras 4,5 and 6 of this document only shall be considered
- c. Evaluation shall be in accordance with the criteria fixed as in Annexure-IV
- d. Minimum qualifying marks shall be 75
- e. Particulars of manufacturers qualifying technical bids shall be notified by the tender inviting authority

The Financial bid of only those manufacturers who have qualified in accordance with the technical bid evaluation criteria shall be opened by the tender inviting authority.

#### 9. VALIDITY OF TENDER:

- i) The tender must be valid for a period of at least 90 days for acceptance from the date of opening of the Commercial bid and it may be extended up to 30 days through mutual consent.
- **ii)** The accepted price rate / offer shall be valid until 31-08-2019 from date of signing the agreement unless extended by the empowered Authority.

#### **10. ACCEPTANCE OF TENDER:**

- i) The Commissioner for sericulture Development & Director of Sericulture reserves the right to accept or reject any offer/ tender either in whole or in part irrespective of whether it is lowest or not without assigning any reason whatsoever.
- **ii)** The Commissioner for sericulture Development & Director of Sericulture also reserves its right to select one or more suppliers and award contract for whole or part of its requirement.

**iii)** The Commissioner for sericulture Development & Director of Sericulture reserves its right to negotiate or seek clarifications before accepting any offer/tender.

#### **11. SUCCESSFUL TENDERER :**

- i) The successful tenderer shall be intimated on the outcome of tender process in writing before the expiry of tender validity.
- **ii)** The successful tenderer shall respond within seven days from the date of receipt of above intimation of their acceptance or otherwise.
- **iii)** If letter of acceptance does not reach with in specified period above, tender inviting authority shall not be held liable and, shall have right to forfeit Earnest Money Deposit.
- **iv)** If the successful tenderer who is/are invited (if occasion so requires) for negotiations do not remain present during negotiations, their original tendered rate shall not be taken into cognizance.
- v) The successful tenderer shall be required to furnish SECURITY DEPOSIT of Rs.2.00 lakh for each of the products in the form of irrevocable Bank Guarantee in favor of the Commissioner for Sericultural Development and Director of Sericulture, Bangalore 560001, payable at Bangalore, issued by any nationalized banks having official branch in Bangalore.

#### 12. Agreement:

The successful empanelled tenderer shall execute a Contract /Agreement on Karnataka Government Non- judicial Stamp Paper in duplicate of the face value of Rs.200.00 (Rupees two Hundred Only –cost to be borne by the manufactures) as provided by Article 5 of the schedule of Karnataka Stamp Act. A copy of the contract agreement shall be provided to such of the manufacturer. The Specimen form of agreement is available with the CSD & DOS and same shall be provided along with letter of intimation. Completed tender agreement to be duly executed within 15 days from the date of letter as furnished above with security deposit.

#### **13. PURCHASE ORDER AND SUPPLY :**

- i) The functionaries DDS, ADS, SEOs at Dist, taluka and Technical service centre (TSC) level may place the purchase order
- ii) The various beneficiaries of the programmes of Sericulture Department in Mysore seed, Bivoltine seed areas may place the purchase order
- iii) Sericulturists of Bivoltine clusters, MNREGA beneficiaries and CRC units may place the purchase order
- iv) Officers in charge of Govt. silk farms of may place Orders

- v) All the orders placed by the Sericulture Department official functionaries shall be subject to availability of funds and approval by the competent authority
- vi) The manufacturer shall undertake all supplies strictly as per the terms and conditions and quality norms specified in the agreement
- vii) During the tender validity period the manufacturer shall supply the products adhering to quality and packing norms as laid down on the Agreement to the destination within 15 days from the date of placing orders by the various functionaries/beneficiaries indicated above

#### **14.COMMENCEMENT AND TERMINATION OF ORDER:**

- i) It shall be in force until 31-08-2019 from the date of signing the agreement.
- ii) The contract can be terminated on mutual agreement within the agreement period.
- iii)The contract period beyond the above specified period may be extended by the CSD & DOS as per the provisions of the KTPP Act.

#### 15. INSPECTION:

- i) The Commissioner for sericulture Development & Director of Sericulture reserves right to inspect finished/packed goods through his subordinate officers at any time from the manufacturer end.
- ii) The samples of the product shall be got tested from the concerned sericultural research institutes who have developed/patented /licensed/ certified the products.
- iii) Drawing samples from the manufacturing unit/factory, quality verification at notified laboratory and whatever expenses incurred shall be borne by the manufacturer.
- viii) The manufacturer shall clearly indicate the content of the product on the packages
- ix) If sample/product does not confirm to the specification of material, The Commissioner for Sericulture Development & Director of Sericulture have right to terminate the contract and payments outstanding and also the EMD and the Security deposit shall be forfeited.
- x) All the supplies shall have to take back once the products are rejected at the risk and cost of such of the manufacturer/s.

#### **16. GUARANTEE:**

i) All the supplies shall be guaranteed against manufacturing defects and against unsatisfactory performance for a period of one year from the date of supply.

ii) During the period of guarantee, if any of the stipulated guarantee is not attained, i.e. quality, quantity, performance, efficiency, etc. the manufacturer shall have to replace the defective material as may be required to fulfill the guarantee requirements, free of cost, immediately but not later than 15 days from such intimation by any of the authorised representative of The Commissioner for Sericulture Development & Director of Sericulture.

#### 17. PAYMENT :

Payment shall be only against physical delivery of the products indented and after obtaining test certificates from the concerned Sericultural research institutes who have patented /licensed/ certified the various products or the laboratories indicated by the Department. Payments shall be subject to availability funds, through a treasury cheque, within 45 days from the date of receipt of the indented supplies. The concerned district officer/s of the Sericulture Department shall facilitate the payment of beneficiary oriented programmes for which the Departmental Officers may have placed written supply indents.

Any private individual indents including Bivoltine sericulture Farmers, Chawki Rearing Centers and MNREGA beneficiaries shall directly clear their payments and Department of Sericulture shall not be liable on such payment lapses.

#### **18. PENALTY /BLACK LISTING:**

- i)For breach of any of the conditions of the agreement the Commissioner for Sericultural Development and Director of Sericulture, Bangalore may impose a penalty based on the gravity of the lapse and may also Black List.
- ii) Failure to supply within the stipulated time and the approved quantity the Commissioner for Sericultural Development and Director of Sericulture, Bangalore may impose the penalty of 10% value of each of the order.
- iii)For the above lapse, the successful manufacturer shall be BLACKLISTED and notified as DEFAULTER prohibiting him from participating in any of the future tenders of the Department for period of 2 years.
- iv) Any of the penalty imposed may be recovered/collected from the Security Deposit any penalty over and above the Security Deposit such manufacturer shall be liable.

#### **19. FORCE MAJEURE:**

The Commissioner for Sericulture Development & Director of Sericulture or his authorised representative/s, shall in any way not be held liable on any failures on their part or to make good any loss or damage to the successful manufacturer/s owing to any of the causes of natural disaster including the situations brought by the workers / labourers or transport, riot, civil commotion, accident or any unforeseen event or any other cause whatsoever, beyond their control.

- 20. ARBITRATION AND LEGAL JURISDICTION: Any dispute arising under the contract shall be subject to the jurisdiction of Bangalore city courts only. However, disputes in all matters arising out of related contract, shall be settled by the sole arbitration of The Commissioner for sericulture Development & Director of Sericulture. The decision of the Commissioner for Dericulture Development & Director of Sericulture acting as an Arbitrator shall be final and binding on both the parties.
- **21.** After opening the tender, The Commissioner for sericulture Development & Director of Sericulture shall be at liberty to follow any of the 2 procedures for award of the tenders.
  - i) Finalize the tenders without any negotiation.
  - ii) Call the bidders for negotiation.

It shall be the absolute discretion of The Commissioner for Sericulture Development & Director of Sericulture to follow any of the above modes to accept the bids. It shall also be the absolute discretion of The Commissioner for Sericulture Development & Director of Sericulture not to accept any of the bids.

22. SAVING CLAUSE: Protection Of Action Taken In Good Faith, No suit, prosecution or any legal proceedings shall lie against the Commissioner for Sericultural Development and Director of Sericulture, Bangalore or his authorized representatives for anything which is done in good faith or intended to be done in pursuance of this Tender including the tendered quantity of the items notified.

Additional Director of Sericulture (Tech) & tender inviting authority

#### **ANNEXURE-I**

### INVITATION FOR EMPANELING MANUFACTURERS OF SERICULTURAL RESEARCH INSTITUTES DEVELOPED/CERTIFIED/PATENTED/LICENSED HYGIENE DISINFECTANT

#### **PARTICULARS & SCHEDULE DETAILS**

Schedule	SCHEDULE DETAILS
SCHEDULE-1	Hygiene Disinfectant

#### ANNEXURE -II TENDER OFFER FORM

Τo,

The Commissioner for Seri devt., & Director of Sericulture, 5<sup>th</sup> Floor, MS Building, Dr. Ambedkar Veedhi Bangalore – 560 001 Karnataka State Affix the Photograph of the person signing the document attested by a Gazzetted Officer/Notary

Sir,

Having examined the tender documents in connection with the supply of **Hygiene Disinfectant** as certified /patented/licensed by the Sericultural Research Institutes located in Karnataka for use in the silkworm rearing to your department under Rate Contract for 2020-21 called by you, I / We, the undersigned offer to supply and deliver the ....... (Mention the material name) in conformity with the terms and conditions of the tender at the rates quoted in the Annexure if the contract is awarded in my / our favour.

I / We understand that the tender offered shall be valid for one year from the date of entering into agreement.

I / We undertake if our tender is accepted, I / We shall enter into contract to deliver the goods in accordance with the delivery schedule.

I / We agree to abide by this tender for the period ending 2020-21

I / We undertake to deposit Performance Security amount in accordance with the terms and conditions of the tender if our offer is accepted.

I / We understand that you are not bound to accept the lowest or any tender you may receive.

Date :

Place :

Phone No : Fax No.:

Name and Address.

(of the person signing the tender] Off phone :

Residential phone:

Signature : Name in Capital: Seal of the Firm :

#### ANNEXURE-III Particulars of manufacturing concern

Name of the manufacturing concern in	
accordance with registration particulars	
Full postal address	
Telephone	
Fax	
E mail	
Affix your official	
Logo	
Seal /Stamp-	
Name and full particulars of the authorized agent	
to deal with DOSK. Furnish postal address,	
telephone, email.	

### Manufacturing concern to List all the products for which they intend to offer quote/s in the format below

Indicate Schedule	Particulars of patent/	Certification No.&	
& Name of the product	certificate / test report indicating the name of the Sericulture Research	Validity period	as recommended by the Sericultural Research Institutes
	Institute that have certified		

Upload/Furnish the user Manual as recommended by the Sericulture Research Institute/s separately for each of the product intended to be quoted

Signature and Seal Authorized person/entity

#### Annexure-IV Technical Bid Evaluation Criteria

INVITATION FOR EMPANELING MANUFACTURERS FOR SUPPLY OF HYGIENE DISINFECTANT

Sl.No	CRITERIA	Weightage marks Hygiene Disinfectant
		70
GROUI		
1	<ul> <li>*REGISTRATION PARTICULARS OF THE MANUFACTURING CONCERN <ul> <li>Proprietor ship concern particulars of -Registration under Shop &amp; Establishment Act.</li> <li>Partnership Firm – Partnership Deed along with certificate of Registrar of Firms.</li> <li>Company - Memorandum &amp; articles of Association along with incorporation certificate issued by registrar of companies</li> <li>others – Certificate issued by competent statutory body/authorit0y</li> </ul></li></ul>	03
2	*Valid GST and PAN particulars(Registration Certificates)	02
3	GST clearance certificate from july 2018	02
4	Copies of balance Sheet, Profit and Loss Account for last three years i.e. 2016-17, 2017-18 & 2018-19 duly certified by the Charted Accountant / Auditor.(@ 1 point /year)	03
5	Location of manufacturing unit [ a) with in Karnataka- 10 b) Outside Karnataka-05]	10
6	Having registered office/branch offices in Karnataka	05
7	[*]No objection certificate issued from pollution control board.	20
8	[*]Valid SSI certificate issued by Director of Industries & Commerce/Industrial boards/SSI dept.	10
9	[*]Quality standard certificate for the organic and inorganic nutrient supplement for soil fertility and health issued from competent authority/ agency/Accredited agencies as market standing.	05
10	[*]Valid patent/certification /Approval issued by the Sericulture Research Institutes located in Karnataka.	35
11	List of Customers served/supplied organic and inorganic nutrient supplement for soil fertility and health along with contact details [minimum of 5 institutions/Agencies/organizations of repute.]	05
	Total	100

PN: [\*] Mandatory

For Group-I (1-4)-minimum qualifying marks- 08 For Group-II (5-12)-minimum qualifying marks-67