

Department of Higher Education Himachal Pradesh



**Draft Tender Document
for
Supply of Tools & Equipments for Retail Labs/Workshops of
Vocational Trade/Subject under National Vocational
Educational Qualification Framework (NVEQF)
in 25 GSSS of Himachal Pradesh.**

(Tender No: NVEQF Labs/2013-14/03-Retail)

Through

Directorate of Higher Education Himachal Pradesh

Lalpani, Shimla-171001

Phone No. 0177-2653922/ Fax 0177-2812882

(Email:dir.edu@rediffmail.com)

(www.educationhp.org)

IMPORTANT INFORMATION

Non-Refundable Tender Cost	Rs. 5,000/- (Rupees Five Thousand only) through demand draft from a Nationalized Bank, drawn in favor of "Director of Higher Education, Himachal Pradesh", payable at Shimla. The tender document is non transferable.
Sale of Tender document	All working days during office hours w.e.f 01/11/13, 10:00 AM to 08/11/13 at 5:00 PM
EMD:	The Bidders has to submit Earnest Money Deposit(EMD) in favour of Director of Higher Education: Rs.1 Lacs only in form of Demand Draft from a Nationalized Bank drawn in favor of Director of Higher Education Himachal Pradesh payable at Shimla
Last Date of Submission of Tender	At 1:00 PM on 12/11/2013 at Directorate of Higher Education, Lalpani, Shimla-171001
Date of opening of the Bids	At 2.00 PM on 12/11/2013 at Conference Hall, Directorate of Higher Education ,Shimla-171001

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Section I - Preface and Project Profile

The salient features of the Project implementation approach are as follows:

The process of development of a National Vocational Education Qualifications Framework (NVEQF) is presently underway in the country. The NVEQF is going to set common principles and guidelines for a nationally recognized qualification system, covering schools, vocational education institutes and institutes of higher education with qualifications ranging from secondary to doctorate level, leading to international recognition of national standards. Students would have the scope for vertical and horizontal mobility with multiple entry and exits. This would be especially useful to promote the creative genius of every child including children with special needs. Extensive consultations with the State Govt. have been carried out.

- a. The Department of Higher Education, Government of Himachal Pradesh, has started vocational education in selected 100 Govt. Sr. Sec. Schools of the state under NVEQF a Centrally Sponsored Scheme.
- b. The Department of Higher Education, Himachal Pradesh intends to implement the NVEQF project for all the liabilities covered under the scope of work mentioned in this tender document for 25 Govt. Sr. Sec. Schools.
- c. The Department of Higher Education invites sealed Pre-qualification/ Technical and Commercial proposals from eligible Bidders for selection to establish Retail Labs under NVEQF Project in 25 Govt. Senior Secondary Schools (**Annexure-F**). The bidder shall be selected as per the procedures described in this tender document.
- d. Bidders may note that Bids are to be submitted as per the instructions laid out in **Section III** of the tender document.

Section II: Schedule of Requirements

Bidder is required to undertake the Scope of Work for schools as mentioned below:

1. Scope of Work

The scope of work of tender will include the Supply of below listed Lab Equipments in Retail Labs which shall be set up in selected 25 GSSS of Himachal Pradesh. Retail Labs/workshops will be comparing of: Retail Labs will be comparing of:

Sr.No	Equipment	Quantity	Specification
1	Shelves for Stacking Products	5	Single sided L-W-H 900mm, 450mm,1380 Double Sided L-W-H 1200mm,950mm,1530
2	SHOPPING CART (SMALL SIZE – W15"*L25"*H27")	2	Rolling wheels and movable,adding a quirky edge to any desk
3	Signage Board Retail (L9'*W3'-Glow Sign) with the name of NVEQF (Full) & School Name	1	Glow sign Board with lit 6x2.5
4	Offer Signages (6" – Round)	4	
5	Big Poster (POS) for offer related advertisement (A4{21cmW*29.7cm H} NVEQF name with school Name)	5	
6	Card Swipping Machine (Base model)	1	
7	Gondolas (4'*2'*2')	5	
8	Products for display (Dummy cameras & Mobiles)	1	
9	Danglers (6 inch)	10	
10	Coupons & Vouchers (A4)	5	
11	Credit notes (A4)	5	
12	Currency notes of different Denominations (Sets)	5	
13	Carry Bags (Small)	5	
14	Physical Bill Copy (Small Booklet- 100 leaves)	1	
15	Bar Code Machine (Base Model)	1	

Technical Specifications

1. One year warrantee.All items should be covered 1 year/higher as per standard warranty of the product given by their OEM.
2. All products should be ISI mark/make and Bidder Company will provide necessary proff thereof in writing.
3. It will be preferable that OEM Company quote directly if OEM's does not quot directly then his authorized distributor/dealer may quote for their product/brand.
4. It will be advisable that the bidder should qoute for all items under one category/categories.
5. If bidder is not OEM then he has to produce an autorisation certificate duly signed and stamped by the OEM Company in its letter head pad.
6. Bidder Company will provide necessary training and holding for such product/tools/kits which require special training for their usage.
7. Bidder Company will ensure that all the supplied items are duly covered under insurance from factory/warehouse to end cover premises/location.
8. Bidder will quote the commercial i.e. rate of quoted itmes as per the format given at annexure-E.
9. Bidders are requested to keep visiting on department web site i.e. educationhp.org for any changes/amendments, if any, in tender document before submission of their final bid.
10. The amendments/changes if any shall be highlited with yellow marker/printer in the tender document.
11. Commercial bid will be opened only of those successful bidders who qualify in eligibility condition/technical criteria.
12. Supply of Lab Equipments in Retail Labs/Workshops.

Section III - Instructions to Bidders

1. Definitions

In this document, the following terms shall have following respective meanings:

1. **"Agreement"** means the individual contracts to be signed between the successful bidder and the Department of Higher Education, for Scope of work i.e. to Supply of Lab Equipments in Retail Labs.
2. **"Authorized Representative"** shall mean any person duly authorized by either of the parties.
3. **"Bidder"** means a corporate firm / organization/ company / corporation/ society registered/incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
4. **"Contract"** is used synonymously with Agreement.
5. **Corrupt Practice** means the offering, giving, receiving or soliciting of any thing of value to influence the action of an official in the process of Contract
6. **Fraudulent Practice** means a misrepresentation of facts in order to influence bidding process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department of Higher Education of the benefits of free and open competition
7. **Implementation Period** shall mean the period from the date of signing of the Agreement i.e. 30 days.
8. **Law** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Government of Himachal Pradesh or the Department of Higher Education, Government of Himachal Pradesh or any other Government Or regulatory authority or Political sub division of government agency

9. **"LOA"** means issuing of Letter of Award, which shall constitute the intention of the Tenderer to place the work order with the successful bidder.
10. **"Party"** means the Department of Higher Education or Bidder, individually and "Parties" mean the Department of Higher Education and Bidder, collectively.
11. **"Proposal"** means the Pre-qualification, Technical Proposal and the Financial Proposal.
12. **"Requirements"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the tender document.
13. **"School Working Days"** means all days declared as working days by Department of Higher Education, Government of Himachal Pradesh.
14. **"Site"** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
15. **"Service"** means provision of Contracted service viz., Supply of equipment and material as per this tender document.
16. **"Tenderer"** means the Department of Higher Education, Govt. of Himachal Pradesh, who is issuing this tender.
17. **"Last three financial years"** means 2010-11, 2011-12 and 2012-13.

2. Eligibility Criteria

- 1) The bidder must bid for entire scope of work required for setting up Retail Labs and supply of tools and equipment.
- 2) The bidder should have overall turnover more than Rs. 1 Crore in the last three financial years in India.
- 3) The bidder should have turnover more than 10 Lacs in Supply of Labs. Equipments to any Institution/organization/industry etc. in India in last three financial years.

3. General Conditions:-

- 1) The bidder should have substantial presence in Himachal Pradesh. In case bidder has no presence in Himachal Pradesh, bidder shall furnish an undertaking that an office shall be opened in Himachal Pradesh, with comprehensive support services including sufficient personnel within a month of selection as Successful Bidder.
- 2) The department can change and amend the terms and condition of tender or can cancel the tender at any stage (point of time) without specifying any reasons.
- 3) The bidder should not be involved in any dispute with the Department of Higher Education in any education related projects in Himachal Pradesh. The bidder will submit the declaration (on affidavit) in this regard. If found violative at any later stage, the department reserve the right to cancel the agreement and all the infrastructure installed in the School will become the property of the Government of H.P. and no payment due of any kind will be made to the bidder.
- 4) In case the bidder deviates from the provisions of Tender document/agreement during implementation of the project in any school, the Govt. shall have the right to instruct the bidder to provide the required services in the school(s) as per the terms and conditions of the tender document/agreement. If the bidder deviates from the provision of Tender document in 15% or more allotted schools, then the agreement will be cancelled and the Bank Guarantee will be invoked and entire infrastructure will become the property of the Govt.
- 5) If the Tender is found to be the lowest, the contract shall be awarded to such bidder subject to the following conditions:-
 - i) That it has fulfilled all the terms and conditions of the earlier tender and no clause remained to be implemented.
 - ii) That no court case/ dispute between the company and the department or between the company and its master

franchisees, regarding faulty implementation of the earlier contract pending in any court of law.

- iii) That the terms and conditions of the previous tenders and MOU/any decision taken there under in relation to that document will not be applicable to the present Tender Document in any form.

4. Implementation Schedule:

1. The bidder has to start the procurement of equipments immediately after the signing of the agreement. **Maximum time period for execution of work is 30 days after signing the agreement.**
2. The bidder will have to submit weekly progress report of work assigned (as per tender document and agreement) from the signing of the agreement.
3. The bidder has to complete all liabilities covered under the scope of work in the total allotted schools within 30 days after the signing of the agreement.
4. Non-completion of work assigned will invite imposition of penalty as per clause 16 of this tender document.

5. Bid Documents

Bidders are expected to examine all instructions, forms, terms, and requirements in the bid document carefully. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts as mentioned hereunder:

- a. List of Documents required for Pre-qualification/Technical Bid as per eligibility criteria specified**

- i). A letter on the bidder's letter-head including the undertaking for acceptance of bid terms as per format provided in **Annexure –“A”**
- (ii) The EMD **for Scope of Work: Rs 1 Lacs** (One Lac only) in the form of a Demand draft issued by a Nationalized Bank, drawn in favour of Director of Higher Education, Himachal Pradesh payable at Shimla. No other form of EMD will be accepted.
- (iii) Tender Fee of **Rs. 5,000/-(Five Thousand Only)** in the shape of Demand Draft issued by a Nationalized Bank, drawn in favour of Director of Higher Education, Himachal Pradesh payable at Shimla.
- (iv) Details of the Bidder organization should be given as per format provided in **Annexure “B”**.
- (v) Attested copies showing the legal status, place of registration and prime place of business of the bidder.
- (vi) Certified Copy of Certificate of Incorporation and Memorandum of association clearly mentioned in the object clause.
- (vii) Bidder will submit the attested copies of Sales Tax / VAT Registration/PAN/TAN No and Sales Tax / VAT returns filed in the last financial year.
- (viii) Bidder need to furnish financial tie-up details such as source of funds, comformation letter from banks at the time of submission of their bids for project funding. In case project funding is proposed through internal accruals/funds, bidder is required to submit a declaration for the same on bidder's letter head.
- (ix) Bidder will submit attested copies of acknowledgement of Income Tax returns filed in each of the last three financial years.
- (x) Bidding Company will submit attested copies of Audited financial statements clearly indicating the overall and Supply of Lab equipments in the respective sector viz. Retail related turnover for last three financial years Certificate from a Chartered

Accountant as per **Annexure-“C”** showing the firm's:

- a. Total turnover & Annual Turnover relating to supply of Labs equipments to any Institution/organization/Industry etc. in the past three financial years.
- b. Profitability (Profit After Tax) over the past three financial years.
- (xi) Power of Attorney of the Bidder appointing a designated/ authorized person for signing the bid/contract.
- (xii) A copy of the Tender Document, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.
- (xiii) Bidder need to provide documentary evidences wherever applicable.
- (xiv) Bidder will submit the Audited financial Statements clearly indicating the annual turnover & other relevant documents/agreements as experience proofs as required in respect of the items covered in the **Table-A, Technical Specification.**
- (xv) The successful bidder will have to get registered with HP Excise & Taxation Department under HP VAT Act for local billing.

After qualifying the eligibility criteria, technical bid will be opened.

- B. Commercial Bid for setting up Retail Labs in Govt. Sr. Sec. Schools under Department of Higher Education will contain the Commercial offer as per “Annexure-D” and “Annexure-E”.

6. Sub-Letting of Contract

In no case the successful bidder shall be allowed to sublet this project either wholly or in parts, to any sub-contractor/ sub-franchisee at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and bank guarantee shall be invoked

and the entire infrastructure installed like instruction material, equipments, hardware etc. would become the property of Government of Himachal Pradesh.

7. Amendment of Bid Documents

The amendments in any of the terms and conditions including technical specifications of this tender document will be uploaded on the website and will be binding on bidders.

8. Cost of Bid Document

The cost of Bid document is **Rs. 5,000/- (Five Thousand only)**, the document can be purchased from the office of the Director of Higher Education, Government of Himachal Pradesh, Shimla-1, during office hours from **01/11/2013, 10:00 AM to 08/11/2013 upto 5:00 PM** and tender fee will be accepted only through demand draft issued by Nationalized Bank drawn in favour of Director of Higher Education, Himachal Pradesh, payable at Shimla. The tender document can also be downloaded from www.educationhp.org. In case, the Tender document is downloaded, the bidder has to enclose a tender fees of Rs. 5,000/-in the shape of Demand Draft in favour of Director of Higher Education, Himachal Pradesh, payable at Shimla along with pre-qualification proposal.

9. EMD

- a. Bider shall furnish an EMD of amount **Rs 1 Lacs (One Lac only)** in the form of a Demand draft issued by a Nationalized Bank located in India, drawn in favour of Director of Higher Education, Himachal Pradesh payable at Shimla.
- b. No other form of EMD will be accepted.
- c. EMD should be valid for at least three months.
- d. No interest shall be payable on EMD under any circumstances.

- e. The EMD of unsuccessful tenderer (s) shall be refunded to them within 30 days after the award of contract to the successful bidder. The EMD of successful bidder shall remain in the custody of tenderer till the entire supply of goods has been made by the contractor to the best of satisfaction of tenderer.
- f. Any bid not containing the EMD will be summarily rejected as non-responsive.
- g. **The EMD will be forfeited at the discretion of department of Higher Education on account of one or more of the following reasons:**
- i. The Bidder withdraws their Bid during the period of Bid validity.
 - ii. Bidder does not respond to the requests for clarification of Bid.
 - iii. Bidder fails to co-operate in the Bid evaluation process,
 - iv. Bidder is found to be engaged in corrupt/fraudulent practices
 - v. In case of a successful Bidder, the said Bidder fails :
 - to furnish Performance Bank Guarantee or
 - to sign the Agreement in time
 - failure to execute the contract as per terms and conditions stipulated in the tender documents.
 - vi. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
 - vii. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD.
 - viii. When bidder does not execute the agreement, if any prescribed, within the specified time.
 - ix. If the bid is not in conformity with the instructions mentioned in the tender document.
 - x. If the bidder violates any provision of the terms and condition of

the tender document.

- xi. Refusal by the tenderer to accept an arithmetical error or otherwise appearing on the face of tender.

10. Bid validity

The bid shall remain valid for a period of 180 days from the date of submission of Bid. The DIRECTOR OF HIGHER EDUCATION, Himachal Pradesh shall reject the proposal as being non-responsive if it is valid for a shorter period.

11. Submission of Proposals

Tender shall be submitted fully in accordance with the sequence and requirements of the Terms and Conditions. Appropriate forms prescribed with this document shall be used for filling quotations and the page number of the attached proofs should be mentioned.

1. All the proposals will have to be submitted in hard bound form with all pages numbered. It should also have an index giving page wise information of above documents. Incomplete, illegible and unsealed proposal will summarily be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard.
2. No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory.
3. Prices should not be indicated in the Pre-qualification Bid/Technical Bid.
4. All offers should be made in English. Conditional offers and offers qualified by vague and indefinite expressions such as "Subject to immediate acceptance", "Subject to prior sale" etc. will not be considered.
5. Submitted tender forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and the total

- amount, the amount in words will be considered final. Corrections in the tender, if unavoidable, should be made by rewriting with dated initial of the bidder after scoring out of the wrong entries. Clerical and arithmetical mistakes may result in rejection of the tender.
6. Request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates after opening of the tender will not be considered
 7. All the columns of the bid forms shall be duly, properly and exhaustively filled in.

Procedure for Submission of Bids:

a) Pre-Qualification Bid/Technical Bid in one cover.

b) Commercial Bid in another separate cover.

- i. The pre-qualification bid should be filled in original and should be sealed in separate cover. The Pre-Qualification Bid should be super-scribed as; PRE-QUALIFICATION/TECHNICAL BID-ENVELOPE-A and put in a cover alongwith EMD, tender fee and other required documents as per Section III Clause 5-A. The bidder should sign all pages of the PRE-QUALIFICATION/TECHNICAL BID.**
- ii. The Commercial Bid as prescribed should be filled in original in a separate cover. The Commercial BID should be super-scribed as; COMMERCIAL BID “ENVELOPE - B”. The bidder should sign all pages of the COMMERCIAL BID. This bid must be submitted at the time of submission of Pre-qualification Bid.**
- iii. All these Bids should be placed in another sealed envelope and addressed to:**

**DIRECTOR OF HIGHER EDUCATION,
HIMACHAL PRADESH, SHIMLA-171001**

12. Late Bids

Any bid received by the Tenderer after the time and date for receipt of

bids prescribed in the tender document will be rejected and returned unopened to the Bidder.

13. Penalty

If the bidder fails to complete all the liabilities covered under the scope of work in a school with in a stipulated period as mentioned in implementation schedule, the penalties will be imposed as under:-

No. of days	Penalty amount per school per day
1-5	@ Rs. 250/-
6-10	@ Rs. 500/-
11-15	@ Rs. 700/-
16 onwards	@ Rs. 1000/-

14. Termination due to non-fulfillment of Contract:

a.) Termination of contract for default: The Govt. of Himachal Pradesh without prejudice to any other remedy available for breach of contract, may terminate the contract in whole by serving 30 (thirty) days notice in writing to the bidder in the event of any one or all of the following:

- i. If the bidder fails to execute the supply of equipment at Labs in 15% or more than 15% of the allotted schools within the given time schedule at any point of time.
- ii. If the bidder fails to provide any one or all services as per this Contract, and fails to set right the disruption in service within the 30 (thirty) days notice period or show a valid reason to Director of Higher Education for the lapse.
- iii. If the bidder has engaged in corrupt or fraudulent practices in executing the Contract.
- iv. In the event of termination of the contract for default of the bidder, Director of Hr. Education is entitled to invoke the Performance Bank Guarantee and the entire infrastructure installed in the 25 Schools will become the property of the Govt.
- v. If the bidder defaults in 15% or more than 15% of the allotted

schools at any time the contract will be terminated.

- vi. In case, the total penalty amount for all schools or any number of schools on all accounts during contract period exceeds the 15% of the bid value at any point of time, then this will be counted towards default and shall lead to termination of the contract.

“In case of termination of contract at any case, entire infrastructure like Lab equipment and material supplied and installed etc. will become the property of the Govt. of Himachal Pradesh. No compensation/payment of any kind shall be made to the bidder. Also the Performance Bank Guarantee submitted by the bidder will be invoked by the Director of Higher Education”.

- (b) Termination for insolvency:** If the bidder becomes bankrupt or is otherwise declared insolvent, then Director of Higher Education may at any time terminate the contract by giving written notice of 30 (thirty) days to the bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the Director of Higher Education and vice versa.

“In case of the termination of the contract for any of the reasons mentioned above, no compensation shall be due to the bidder and the entire Lab equipment and material supplied and installed etc. would become the property of the concerned School”

15. Acceptance and withdrawal:

- a. The final acceptance of the tender would be entirely vested with the Director of Higher Education who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the Director of Higher Education to communicate in any way with the rejected bidder. After acceptance of the tender by the Director of Higher Education the bidder shall have no right to withdraw his tender or claim higher price.

- b. Bid(s) with incomplete information are liable for rejection.
- c. For each category of qualification criteria, the documentary evidence is to be produced, duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/ all criteria the bid is liable for rejection.
- d. If any information given by the bidder is found to be false/ fictitious, the action would be initiated against the bidder as per Govt. rules.

16. Bid Forms

- i. Wherever a specific form is prescribed in the tender document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. The Department of Higher Education shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms/document submitted by the bidder.

e. Local Conditions

- i. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have properly been

investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions.

- iv. The Bidder is expected to visit and examine the location of Schools and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

17. Opening of Proposal

- a. **Step 1: Envelope-A** (Pre-qualification Bids) will be opened by the Tender Evaluation Committee, on **12/11/2013 at 2:00 PM**, in presence of bidders or their authorized representatives. Preliminary scrutiny of the pre-qualification bids will be made to determine whether they meet the eligibility criteria, whether the documents have been properly signed and whether the Bid documents are in order. The qualified Bidders in this stage would be informed of the Committee's decision either through telephone/ fax/post /email by Directorate of Higher Education.
- b. **Step 2: Envelope B** would be opened by the Evaluation Committee only for those bidders who qualify the pre-qualification bid.
- c. In the event of the date specified for Bid receipt and opening being declared as a holiday, the Bids will be received/opened the following working day at the appointed times.

Any Change in the schedule on which **Envelope B** would be opened and the date and time for the conduct of demonstration /presentations will be communicated to the qualified bidders through Telephone /Fax/ Post/Telegram/E-mail.

- d. The unopened technical and commercial bids of those bidders who do not qualify pre-qualification stage, will be returned back by the department
- e. The Bidder shall be responsible for properly super-scribing and sealing each Envelope and Bid Evaluation Committee shall not be responsible for accidental opening of Envelopes that are not properly super scribed and sealed.

18. Evaluation & Selection criteria

The Tender Evaluation Committee(s) so constituted formerly by the Department of Higher Education shall evaluate the Pre-qualification/Technical Bids and Commercial bids. The decisions of the Tender Evaluation Committee(s) in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

At the date, time and location of the bid opening as specified in the TENDER, the Evaluation Committee shall open the Proposals, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Tender Evaluation Committee(s) may consider appropriate, will be announced by the Tender Evaluation Committee(s) at the opening.

- i) The Evaluation Committee(s) reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in TENDER.
- ii) The bidders qualified in Pre-qualification Bids would only be called for Technical Presentation.
- iii) After evaluation of technical bids, the commercial bids of only those Bidders who will qualify the technical evaluation stage, as specified in this TENDER, will be opened in the same day.

- iv) Further, the scope of the evaluation committee also covers taking of any decision with regard to the tender document, execution/ implementation of the project including management period.
- v) After the tender has been awarded to a bidder, the bidder has to supply 50% *Lab equipment and material and install* as per the scope of work within 20 days and all the supplied equipment and material will be evaluated by the Evaluation Committee. The suggestion made after the evaluation of this supplied equipment and material has to be submitted within remaining total allotted days.
- vi) Rest of the 50% equipment and material will be supplied and evaluated well before remaining 10 days.
- vii) Bid document shall be evaluated as per the following steps:
 - Preliminary Examination of Pre-qualification documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed and whether the bids are in order. Any bid found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in the various sections of this tender document will be rejected and not included for further consideration.
- ix) The Tenderer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to the Department of Higher Education, as may be the case, on the date asked for, at no cost to the Tenderer. The Tenderer may at its discretion, visit the office / Operational Center of the Bidder for Services, any time before the issue of Letter of Award. No further discussion/interface will be held with the bidder whose bid has been disqualified / rejected.

19. Language of bid & Correspondence

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the bidder should also be in English, and the correspondence between the bidder & DIRECTOR OF HIGHER EDUCATION, Himachal Pradesh will be in English language only. The correspondence by Fax/E-mail must be subsequently confirmed by a duly signed formal copy.

20. Bid currencies

Prices shall be quoted in INDIAN RUPEES, inclusive of all prevailing taxes, fees and other charges including service tax.

21. Award of Contract

- i. In case of a situation where lowest bid quoted by the bidders are equal then such bidders may be offered an opportunity to quote a revised quote in sealed envelopes. In such a situation, the bidder offering the lowest revised quote will be declared as successful bidder.
- ii. In case there is a single bid, the same may be accepted by the tenderer and will be referred to the Govt. for further decision.
- iii. Negotiations, if any, will be held with the Bidder in the office of the tenderer.
- iv. The evaluation committee's decision would be final and binding to the Bidders.
- v. Prior to the expiry of the period of Bid validity, the successful Bidder will be notified by the tenderer, that the Bid has been accepted.
- vii. Letter of Award will be issued to the lowest bidder, if the bid found financially viable.
- viii. The successful bidder will have to sign an agreement with Director of Higher Education within 15 days of the issuance of letter of the award and all the expenses involved for the preparation of agreement has to be borne by the successful bidder.

22. Confidentiality

As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment thereof, and any Attachment or Annexure thereof. The obligations of confidentiality under this section shall survive rejection of

the contract. Any information pertaining to the Govt. of Himachal Pradesh or any other agency involved in the project, matters concerning Govt. of Himachal Pradesh that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the bidder will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

23. Taxes and Duties

The Bidder shall be solely responsible for the payment of all taxes including VAT, duties, license fees, octroi etc. incurred until completion of the project.

24. Insurance

The equipments/deliverables and services supplied under the contract shall be fully insured by the bidder against theft, loss or damage by fire, flood/cloudburst/natural calamity or otherwise, incidental to manufacture or acquisition, transportation, storage, delivery. The period of insurance shall be for the entire contract period. For insurance claims, the respective school authorities will lodge FIR and provide NTR report. The Bidder will provide the replacement of equipment/component/hardware within a period of one week.

25. Indemnity

1. The bidder(s) shall indemnify the Department against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part of thereof in India.
2. The Bidder(s) shall, at their own expense, defend and indemnify the Department against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright,

trade secret or industrial design.

3. The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the Department is required to pay compensation to a third party resulting from such infringement, the Bidder (s) shall be fully responsible therefore, including all expenses and court and legal fees.
4. The Department will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the supplier in disposing of the claim and shall at no time admit to any liability for or express any intent to settle the claim.

26. Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to the Principal Secretary (Education), to the Govt. of Himachal Pradesh, for final decision and the same shall be binding on all parties. Principal Secretary (Education), to the Govt. of Himachal Pradesh and the selected Service Provider shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to Sole Arbitrator, Principal Secretary (Education), to the Govt. of Himachal Pradesh. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or reenactment thereof the arbitration proceeding shall be held in Shimla.

27. Legal jurisdiction

All legal disputes are subject to the jurisdiction of Shimla courts only.

28. Payment Structure:

80% payment on proof of delivery of all ordered items at given location. The supplier company shall submit necessary document i.e. Bill/ Invoice duplicate delivery challan, against performance bank guarantee of 10% order value (Valid for 1 year). The final payment will be made after 2 months from the date of delivery.

Section – IV: Special Conditions

29. Performance Bank Guarantee for Operations

Performance Bank Guarantee – Retail Labs in Government Senior Secondary Schools

Bidder shall furnish Performance Bank Guarantee to Department of Higher Education for an amount equal to 5% of the total bid value quoted by bidder in commercial offer within 7 days of issuance of Letter of Award. The Performance Bank Guarantee shall be valid upto next 6 month of expiry of contract period. The Department of Higher Education may forfeit the Performance Bank Guarantee for any failure on part of bidder to complete its obligations under the agreement. The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be absolutely, irrevocably and unconditional guarantee in the form of a Performance Bank Guarantee issued by a Nationalized Bank and payable at Shimla in the format provided by Department of Higher Education. In the event of any amendments to Agreement, the bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Bank Guarantee as required.

30. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises; the Bidder shall promptly notify tenderer in writing of such condition and the cause thereof. Unless otherwise directed by Tenderer, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force

Majeure event.

The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

31. Representations and warranties by the Bidder

- i. There is no pending or threatened actions, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- ii. The Bidder confirms that all representations and warranties of the Bidder set forth in the bid are true, complete and correct in all respects;
- iii. No information given by the Bidder in relation to the Agreement, project documents or any document comprising security contains any material mis-statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of Department of Higher Education or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
- iv. All equipment including material to be installed by the Bidder in the Retail Labs shall be branded and the product should not be supported or declared end of life within next 5 years. **A certificate to that effect should be furnished from OEM.** All equipment shall conform to the codes, standards and regulations applicable and benefit from the usual manufacturer's guarantees.

Bid Letter

Date: dd/mm/yyyy

To,

The Director of Higher Education
Himachal Pradesh, Lalpani, Shimla-171001 (HP)

Subject: For of the supply of the Retail Lab Equipments in 25 GSSS of Himachal Pradesh.

Sir,

We, the undersigned Bidders, having read and examined in detail the specifications and tender document in respect setting up **Retail Lab - supply of Tools & Equipments.**

Price and Validity

1. All the prices mentioned in our commercial offer are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the last date of submission of bids.
2. We do hereby confirm that our bid prices include all taxes and cess including Income Tax.
3. We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Tax is altered under the law, we shall pay the same.

Earnest Money

We have enclosed the required earnest money in the form of Bank draft in pre-qualification bid/pre bid conference.

Bid Pricing

We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief. We here by declare to accept and abide by all term & conditions mentioned in the tender document. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

Date:

Place:

Business Address:

Signature)

Name:

Designation:

Seal

Bidder profile

Sr. No.	Deails	
1	Name of firm/organizations	
2	Register office address Telephone No. Fax No. E-Mail	
3	Correspondence/Contact address	
4	Details of contact person (Name, designation, address etc.) Telephone No. Fax No. E-Mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and place of the establishment of the company.	
6	Former name of the company, if any. And how many years has your organization been in business under your present name?	
7	<ul style="list-style-type: none"> • Is the firm Government./Public Sector Undertaking propriety firm partnership firm (if yes,give partnership deed) • Limited company or limited corporation member of a group of companies (If yes, give name and address and description of other companies) • Subsidiary of a large corporation (if yes give the name and address 	

	of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit valid tax registration certificate.	
10	Is the firm registered under Labour Laws contract Act? If yes, submit valid registration certificate.	
11	Total No. of employees	
12	Number of Offices/Project Locations	
13	Do you have a local representation/office in Himachal Pradesh? If yes, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office.	
14	Is your organization has ISO/or any other certification? If so, attach copies of the certificates State details, if certified by bodies, other than that stated.	
15	List the major clients with whom your organization has been/is currently associated.	
16	The bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of	

	the Consortium. If nil, an undertaking from the bidder mentioning the same.	
17	Have you ever been denied tendering facilities by any Govt/Department /Public Sector Undertaking?(Give details)	

Annexure - C

Turnover for the last 3 Years (Certified by the CA) (Rs. Crores)

Sr.No.		2010-11	2011-12	2012-13	Total
1	Total turnover				
2	Annual Turn Over in Supply and establishment of Labs in schools related activities				
3	Profitability (Profit after tax)				

Signature
Seal of Chartered Accountant

Note: Please enclose audited financial statements for the respective years

To

Director of Higher Education
Lalpani, Shimla-1 (Himachal Pradesh)

Re: Commercial Bid

Having examined the Bid Document, we the undersigned, offer to quote the following rates per school towards entire scope of work mentioned under Section –II schedule of requirements.

SCOPE OF WORK

Part-A: Retail Labs in 25 Govt. Sr. Sec. Schools:

(In figure)

.....

(In Words)

Rs.....

Note: Above prices should include all taxes applicable, transport, insurance etc. as applicable at schools site. Conditional bids will be summarily rejected.

CONDITIONS:

- a) We undertake, if our Bid is accepted, we shall establish Retail Labs in 25 Govt. Sr. Sec. Schools with the terms and conditions in tender document.
- b) If our Bid is accepted, we will furnish Performance Bank Guarantee to the Department of Higher Education for an amount equal to 5% of the bid value issued by a Nationalized Bank and payable at SHIMLA within 7 days of issuance of Letter of Award.
- c) Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".

- e) We understand that you are not bound to accept a lowest offer that you may receive.

BID VALIDITY

The Bid is valid for a period of 180 days from the date of opening of Bid. Place:

Date:

Signature & Seal of the Bidder:

“Annexure-E”

**Commercial Bid Schedule
(to be completed by the Bidders)**

Category	Item Description	Quantity	Rate per unit in Rs.	Vat @	Total cost per unit

Terms & conditions

1. Sales Tax/ Service Tax/VAT- AS mentioned above.
2. Delivery: - 4 Weeks from the date of placing supply order by Directorate of Higher Education, Himachal Pradesh.
3. F.O.R.:- Destination in any where in H.P.
4. Payments: - 80% after successful delivery of order detail at the end locations.
5. Billing: - Bidder Company will make the billing in the name of purchaser Department will submit the same in duplicate along with delivery challan reports duly signed/stamped from end users.

List of Schools Retail

S.No	School Name	Subject	District	Block Name
1	GSSS BHARARI	Retail	BILASPUR	GHUMARWIN-I
2	GGSSS GHUMARWIN	Retail	BILASPUR	GHUMARWIN-II
3	GSSS BILASPUR(B)	Retail	BILASPUR	SADAR
4	GSSS GHUMARWIN (B)	Retail	BILASPUR	GHUMARWIN-II
5	GSSS SALOONI	Retail	CHAMBA	SALOONI
6	GSSS CHAMBA (G)	Retail	CHAMBA	CHAMBA
7	GSSS BANIKHET	Retail	CHAMBA	BANIKHET
8	GSSS DHANETA	Retail	HAMIRPUR	GALORE
9	GSSS BHORANJ	Retail	HAMIRPUR	BHORANJ
10	GSSS REHAN	Retail	KANGRA	FATEHPUR
11	GSSS JAWALAMUKHI	Retail	KANGRA	DEHRA
12	G.S.S.S. KALPA	Retail	KINNAUR	KALPA
13	GSSS MANALI	Retail	KULLU	NAGGAR
14	GSSS DALASH	Retail	KULLU	ANNI
15	GSSS SUNDER NAGAR (G)	Retail	MANDI	SUNDER NAGAR-1
16	GSSS SARKAGHAT	Retail	MANDI	GOPALPUR-1
17	GSSSMANDI (G)	Retail	MANDI	SADAR-1
18	GSSS SUNI	Retail	SHIMLA	SUNI
19	GSSS RAMPUR (G)	Retail	SHIMLA	RAMPUR
20	GSSS PORTMORE (G)	Retail	SHIMLA	SHIMLA-4
21	GSSS JUBBAL	Retail	SHIMLA	JUBBAL
22	GSSS NAHAN (G)	Retail	SIRMAUR	NAHAN
23	GSSS AMB	Retail	UNA	AMB
24	GSSS SANTOSHGARH (G)	Retail	UNA	UNA
25	GSSS SALOH	Retail	UNA	HAROLI