

Corrigendum

Tender ID: - 2017_HPSES_17881_1, published on 29-08-2017 (18.00 hrs)

Please read size of books as 10.5" * 8" (inches) in Name of work instead of 20"*30/8 and also read the same in the schedule of quantity /BOQ in item Description Serial No 1 and Name of work and quote the rate accordingly. Other information in the tender document will remain the same. Amended document of specification and NIT attached.

IMPORTANT INFORMATION

Non-Refundable Tender Cost	Rs. 1000/- (Rupees one thousand only) through demand draft from a Nationalized Bank, drawn in favour of "State Project Director, SSA, Himachal Pradesh", payable at Shimla. The tender document is non transferable.
Date of online publication	29-08-2017 (18:00 hrs)
EMD:	The Bidder has to submit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in favour of State Project Director, SSA, H.P in form of Demand Draft/FDR from a Nationalized Bank drawn in favor of State Project Director, SSA, H.P. payable at Shimla.
Bid Submission Start Date of Tender	29-08-2017 (18:00 hrs)
Last Date of Submission of Tender	18-09-2017 (17:00 hrs)
Date of opening of the Technical Bids	20-09-2017 (15:00 hrs)
Date of opening of Financial Bids	Will be notified after finalization of technical scrutiny

EDN- NRST /SSA-100-2016-17 - Tender
Office of the State Project Director, SSA
Himachal Pradesh, Shimla-1
e- Procurement Notice
INTVITATION FOR BIDS (IFB)

1. The S.P.D. SSA H.P. on behalf of Government of H.P. invites the bids on item rate, in electronic tendering system, in 2 Cover System for the under mentioned work from the eligible and approved bidders/ firms.

Sr. No.	Name of Work	EMD	Cost of Tender
1	Printing and Supply of Special Training Books (level I, (5000 books containing 302 colored pages) level II (4000 books containing 312 colored pages), level III (2000 Books containing 292 colored pages) for out of school children under SSA 10.5” *8” (inches)Size Paper for inner pages 80 GSM colored on mapletho & title paper 300 GSM colored imported art Paper	Rs 50,000/-	Rs. 1000/-

2. Availability of bid document and mode of submission: The Bid document is available online and bid should be submitted in online mode on website <https://hptenders.gov.in>. Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC- Class 2 or Class 3) from one of the authorized Certifying authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in HPSES may obtain the same from the website: <https://hptenders.gov.in> Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

3. Key Dates:

1	Date of Online Publication	29-08-2017 (18.00 hrs)
2	Document Download Start and End Date	29.08.2017 (18.00 hrs) Upto 18.9.2017 (17.00 hrs)
3	Physical submission of EMD and Cost of Tender	18.9.2017 (17.00 hrs)
4	Date of Technical Bid opening	20.9.2017(15.00 hrs)
5	Technical Bid followed by Opening of Financial Bid	Will be notified after finalization of technical scrutiny.

4. Tender Details:

The Tender Documents shall be uploaded online in 2 covers:

- i) Cover 1: shall contain scanned copies of all **"Technical Documents/ Eligibility Information"**.

ii) Cover 2: shall contain **“BOQ/Financial Bid”** where contractor will quote his offer.

5. SUBMISSION OF ORIGINAL DOCUMENTS: The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) Earnest Money Deposit (EMD) in the O/o State Project Director, RMSA, and Shimla-1 as specified in key dates Sr. No. 3 on Tender Opening Date, failing which the bids will be declared non-responsive.

6. Scope of Work

The scope of work of tender will include the Supply of books to State Project Office SSA at SIEMAT Building Shamlaghat as per detail given under:-

Sr. No.	Name of Work
1	Printing and Supply of Special Training Books level I - 5000 books containing 302 colored pages) ; level II (4000 books containing 312 colored pages) AND level III (2000 Books containing 292 colored pages) for out of school children under SSA 10.5” *8” (inches) Size Paper for inner pages 80 GSM colored on mapletho & title paper 300 GSM colored imported art Paper.

7. 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 State Project Director, SSA, for Scope of work i.e. to print and supply the special training books
2. "Authorized Representative" shall mean any person duly authorized by either of the parties.
3. **"Bidder" means a individual /corporate firm / organization/ printing firm / corporation/ registered society /incorporated in India.**
4. **"Contract"** is used synonymously with Agreement.
5. **Corrupt Practice"** means the offering, giving, receiving or soliciting of anything 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 SSA 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, by 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 SSA, 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. **"Proposal"** means the Pre-qualification, Technical Proposal and the Financial Proposal.
11. **"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.
12. **"Site"** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
13. **"Service" means provision of Contracted service viz., Supply of material as per this tender document.**
14. **"Authorized dealer" means the firm/organization authorized by the printer .**
15. **"Registered dealer"** means the firm/organization registered with Excise & Taxation Department for trading of goods.

Technical Documents/ Eligibility Information”.**Annexure – C**

Sr. No.	Details
1	Name & address of firm
2	Name & address of owners/ proprietor
3	The status of printer, supplier, along with proof of registration along with memorandum of firm/industry/partnership deed/society be enclosed.
4	Firm registration number
5	PAN No.
6	GST registration certificate.
7.	The status of bidder i.e. authorized dealer or manufacturer.
8.	Authorization certificate, if any, issued by the manufacturer / principal printer/firms duly attested by him.
9	Cost of tender document of Rs. 1000/ D.D. no & dated Name of issuing bank
10	EMD of RS. 50,000/- (Rupees fifty thousand) D.D. no & dated Name of issuing bank
11	Income tax return for last three years 2014-15 2015-16 2016-17
12	Financial status: - Audited balance sheets for three years be attached to determine the turnover of Rs. 5.00 lacs per year.
13	Completion certificate of purchase order of last three years from customer

14	Quality of ink to be used.
15	Description of machinery & equipments
16	Undertaking for supply of material for designated destination.
17	Affidavit of non-bankruptcy, insolvency, blacklisting duly attested by notary public.

Sarva Shiksha Abhiyan, Himachal Pradesh



**Draft Tender Document for
Printing of Special Training Books
for Out of School Children**

(Tender No: NRST /SSA-100-01/2016-17)

Through

Sarva Shiksha Abhiyan, Himachal Pradesh

Lalpani, Shimla-171001

Phone No. 0177-2658668

(email:spdssahp@gmail.com)

(<https://hptenders.gov.in>)

IMPORTANT INFORMATION

Non-Refundable Tender Cost	Rs. 1000/- (Rupees one thousand only) through demand draft from a Nationalized Bank, drawn in favour of "State Project Director, SSA, Himachal Pradesh", payable at Shimla. The tender document is non transferable.
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Office of the State Project Director, SSA
Himachal Pradesh, Shimla-1

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7. **Availability of bid document and mode of submission:** The Bid document is available online and bid should be submitted in online mode on website <https://hptenders.gov.in>. Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC- Class 2 or Class 3) from one of the authorized Certifying authorities (CA). "Aspiring bidders who have not obtained the user ID and password for

participating in e-tendering in HPSES may obtain the same from the website: <https://hptenders.gov.in> Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

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9. Tender Details:

The Tender Documents shall be uploaded online in 2 covers:

- iii) Cover 1: shall contain scanned copies of all **“Technical Documents/ Eligibility Information”**.
- iv) Cover 2: shall contain **“BOQ/Financial Bid”** where contractor will quote his offer.

10. SUBMISSION OF ORIGINAL DOCUMENTS: The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) Earnest Money Deposit (EMD) in the O/o State Project Director, RMSA, and Shimla-1 as specified in key dates Sr. No. 3 on Tender Opening Date, failing which the bids will be declared non-responsive.

6. Scope of Work

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7. Instructions to Bidders

2. Definitions

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

16. **"Agreement"** means the individual contracts to be signed between the successful bidder and the State Project Director, SSA, for Scope of work i.e. to print and supply the special training books
17. "Authorized Representative" shall mean any person duly authorized by either of the parties.
18. **"Bidder"** means a individual /corporate firm / organization/ printing firm / corporation/ registered society /incorporated in India.

19. **"Contract"** is used synonymously with Agreement.
20. **Corrupt Practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the process of Contract
21. **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 SSA of the benefits of free and open competition.
22. **Implementation Period** shall mean the period from the date of signing of the Agreement i.e. 30 days.
23. **Law** shall mean any Act, notification, by 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 SSA, Himachal Pradesh or any other Government or regulatory authority or Political sub division of government agency
24. **LOA** means issuing of Letter of Award, which shall constitute the intention of the Tenderer to place the work order with the successful bidder.
25. **Proposal** means the Pre-qualification, Technical Proposal and the Financial Proposal.
26. **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.
27. **Site** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.

28. **"Service"** means provision of Contracted service viz., Supply of material as per this tender document.
29. **"Authorized dealer"** means the firm/organization authorized by the printer .
30. **"Registered dealer"** means the firm/organization registered with Excise & Taxation Department for trading of goods.

8. Terms and conditions :-

- 1) The rates should be inclusive of all taxes / charges ; which will include delivery and other incidental charges , if any .The incidental & other charges, if any may be shown separately .
- 2) The bid should be precise, complete and in the prescribed format. Conditional bids shall not be accepted.
- 3) Rates should be quoted in Indian Currency . The rates should be quoted as per the BOQ uploaded in the portal
- 4) Modification of bids after closing date will not be permissible .
- 5) The firm should be in existence for over 03 (Three) years in the trade with the business turnover of not less than **Rs. 5.00 lakhs** per annum during the last three years. Documents to this effect may be enclosed.
- 6) **The firm must also possess valid PAN No. & GST No** and a copy of the same must also be enclosed with the tender document.
- 7) Copy of previous three years of Income Tax Statement may be furnished.
- 8) Rates once finalized will not be enhanced during the currency of contract.
- 9) The quantity shown on tender document is tentative . The purchaser reserve the right to increase or decrease the quantity , without any change in unit price or other terms & conditions .
- 10) A supplier / firm shall not submit more than one quotation

9) EMD

- a. The Bidders shall have to submit Earnest Money Deposit (EMD) of Rupees 50,000 (Rs. Fifty thousand only) in favor of State Project Director, SSA H.P. in the form of demand draft/FDR from the nationalized bank drawn in favour of SPD SSA 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 the State Project Office as performance security and shall be refunded after settlement of all contentious issues.
- f. Any bid not containing the EMD will be summarily rejected as non-responsive.
- g. The EMD will be forfeited at the discretion of SSA 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 sign the Agreement in time
 - failure to execute the contract as per terms and conditions stipulated in the tender documents.
 - vi. 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.

- vii. When bidder does not execute the agreement, if any prescribed, within the specified time.
- viii. If the bid is not in conformity with the instructions mentioned in the tender document.
- ix. If the bidder violates any provision of the terms and condition of the tender document.
- x. Refusal by the tenderer to accept an arithmetical error or otherwise appearing on the face of tender.

10. Cost of Bid Document

- i) The cost of Bid document is 1000/ (one thousand only). The tender document can also be downloaded from <https://hptenders.gov.in> .The bidder has to enclose a tender fees of Rs. 1000/ (one thousand only) -in the **shape of Demand Draft in** favour of SPD, SSA, Himachal Pradesh, payable at Shimla along with technical proposal.

11. The SSA 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 thereof. **The bidder should not be involved in any dispute with any Government Department related Projects in Himachal Pradesh.**

12. There should be no legal/ financial irregularity case pending against the bidder for which charges stand framed and trial commenced in any court of law and affidavit to this effect shall have to be filed

13) If the Tender is found to be the lowest, the contract shall be awarded to

such bidder subject to the following conditions:-

- i) 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.
- ii) 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.

14 . The Lowest Bidder L-I will be determined on the basis of consolidated minimum rates quoted.

15. Bid validity:-The bid shall remain valid for a period of 180 days from the date of submission of Bid.

31.The SPD SSA reserves the right to cancel the tender without assigning any reasons.

32.The printing of books shall be of high quality. The printer should use good quality ink (quote brand). If any discrepancy is noticed in the quality of printing, suitable penalty will be imposed.

33.The books should be properly bound as per specimen.

34. Purchaser will approve/ prescribe line space and font size. The printing should be done as per prescribed norms.

35. Implementation Schedule:

- a. Soft copy duly designed will be provided by SSA. However, no composing charges will be permissible.
- b. Successful bidder has to submit sample books/ modules within five days after placing of supply of order for proof reading.

- c. The bidder has to print and supply the books within 30 days after this office submit the proof reading.
- d. Non-completion of work assigned within stipulated time will invite imposition of penalty as per clause 25 of this tender document.**
- e. The bidder should supply the books at specified location i.e **SIEMAT Shamlaghat.**

36. 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 in this document at clause 4 of tender document.

37. 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.

38. 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.

24. Submission of Proposals

Tender shall be submitted fully in accordance with the sequence and requirements of the Terms and Conditions.

1. All the proposals will have to be submitted online. 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. Prices should not be indicated in the Technical Bid.
3. 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.
4. 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

25. Procedure for Submission of Bids:

a) Technical Bid.

b) Financial Bid.

- i. Technical bid: Bidder should scan all the documents as mentioned in annexure "C" and upload in the portal. However, these documents should reach this office in original before **18-09-2017 upto 5.00 pm** .The technical bid should be filled in original and should be sealed in separate cover.
- ii. The Financial Bid as prescribed in BOQ may be uploaded in portal.
- iii. All these Bids should be placed in another sealed envelope and addressed to:

**STATE PROJECT DIRECTOR, SSA DPEP BHAWAN
HIMACHAL PRADESH, SHIMLA-171001**

26. Penalty

If the bidder fails to complete all the liabilities covered under the scope of work Within a stipulated period as mentioned in implementation schedule, the

Penalty will be imposed as under:-

No. of days	Penalty amount
1-7	@ Rs. 5000/-
After one week	@ Rs.500/- per day

27. 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 is engaged in corrupt or fraudulent practices in executing the Contract.
- ii. In the event of termination of the contract for default of the bidder, SPD, SSA is entitled to forfeit the EMD.

(b) Termination for insolvency: If the bidder becomes bankrupt or is otherwise declared insolvent, then SPD, SSA 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 SPD, SSA 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 material supplied would become the property of the Government"

28. Acceptance and withdrawal:

- a. The final acceptance of the tender would be entirely vested with the SPD, SSA who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the SPD, SSA to communicate in any way with the rejected bidder. After acceptance of the tender by the SPD, SSA the bidder shall have no right to withdraw his tender or claim higher price.
- b. BOQ with incomplete information are liable for rejection.

- c. 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 an undertaking to this effect is to provide separately on a non judicial stamp paper.

29. 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 State Project Office shall not entertain any request for clarification from the Bidder regarding such local conditions.

30. Opening of Proposal

- a. Step 1: Cover folder "A" (Technical Bids) will be opened by the Tender Evaluation Committee, on 20.09.2017. Preliminary scrutiny of the technical bids will be made to determine whether they meet the eligibility criteria, whether the documents have been properly signed and whether the 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 the SPD RMSA after completion of scrutiny of technical bids.
- b. **Step 2: Cover folder "B" (Financial Bids) would** be opened by the Evaluation Committee only for those bidders who qualify the Technical 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 time.
Any Change in the schedule on which **financial bids/BOQ** would be opened and the date and time for the same will be communicated to the qualified bidders through Telephone /Fax/ Post/Telegram/E-mail.

31. Evaluation & Selection criteria

The Tender Evaluation Committee(s) so constituted formerly by the SSA shall evaluate the Technical Bids and Financial 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 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.

- i) After evaluation of technical bids, the financial bids of only those Bidders who will qualify the technical evaluation stage, as specified in this TENDER.
- ii) 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.

32. 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 & SPD, SSA, Himachal Pradesh will be in English language only. The correspondence by Fax/E-mail must be subsequently confirmed by a duly signed formal copy.

33. Award of Contract

- i. In case of a situation where lowest BOQ quoted by the bidders are equal then such bidders may be offered an opportunity to quote a revised quote in sealed envelopes there and then in presence of the tender evaluation committee. In such a situation, the bidder offering the lowest revised quote will be declared as successful bidder.
- ii. In case there is a single BOQ, the same may be accepted by the State Project

Office 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 State Project Office Shimla.
- iv. The evaluation committee's decision would be final and binding on the Bidders.
- v. Letter of Award will be issued to the lowest bidder, if the bid found financially viable.
- vi. The successful bidder will have to sign an agreement with SPD, SSA within stipulated time 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.

34. 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, sub-routines, 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 vender shall ensure due secrecy of information and data not intended for public distribution.

35. Taxes and Duties

The Bidder shall be solely responsible for the payment of all taxes incurred until completion of the project.

36. 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 there from. 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.

37. Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to the Additional Chief Secretary (Education)/ Principal Secretary (Education), to the Govt. of Himachal Pradesh, for final decision and the same shall be binding on all parties. Additional Chief Secretary (Education)/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, Additional Chief Secretary (Education)/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.

38. Legal jurisdictions

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

39. Payment Structure:

The payment shall be made after the supply of the printed books at the designated place i.e SIEMAT Shamlaghat.

Section – IV: Special Conditions

40. 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.

41. 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 misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of SSA or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;

Bid Letter

Date: dd/mm/yyyy

To,

The SPD, RMSA
Himachal Pradesh, Lalpani, Shimla-171001 (HP)

Subject: Regarding printing & supply of the special training material /Books for out of school children

Sir,

We, the undersigned Bidders, having read and examined in detail the specifications and tender document in respect printing of special training material/books and supply of the same to State Project Office SSA

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 .

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 hereby 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

Technical Documents/ Eligibility Information”.**Annexure – C**

Sr. No.	Details
1	Name & address of firm
2	Name & address of owners/ proprietor
3	The status of printer, supplier, along with proof of registration along with memorandum of firm/industry/partnership deed/society be enclosed.
4	Firm registration number
5	PAN No.
6	GST registration certificate.
7.	The status of bidder i.e. authorized dealer or manufacturer.
8.	Authorization certificate, if any, issued by the manufacturer / principal printer/firms duly attested by him.
9	Cost of tender document of Rs. 1000/ D.D. no & dated Name of issuing bank
10	EMD of RS. 50,000/- (Rupees fifty thousand) D.D. no & dated Name of issuing bank
11	Income tax return for last three years 2014-15 2015-16 2016-17
12	Financial status: - Audited balance sheets for three years be attached to determine the turnover of Rs. 5.00 lacs per year.
13	Completion certificate of purchase order of last three years from customer
14	Quality of ink to be used.
15	Description of machinery & equipments
16	Undertaking for supply of material for designated destination.

17	Affidavit of non-bankruptcy, insolvency, blacklisting duly attested by notary public.
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Annexure - "D"

AFFIDAVIT

I..... S/o..... R/o.....
do hereby solemnly affirm and declare as under: -

- 1) That I am proprietor of.....
- 2) That my firm is bonafide having GST NO and PAN
- 3) I/We are not involved in any dispute with any Education related Project in Himachal Pradesh/India.
- 4) That there is no legal/financial irregularity case pending against us, which charges stand framed and trail concerned in any court of law.
- 5) That my/our firm is supplying in various Govt. department for long time and never black listed in any Govt. department in any State/any party.
- 6) That my/our firm is non bankrupt; non-insolvent and my firm have sufficient funds to supply the material.
- 7) If this declaration is found to be incorrect then without prejudice to any other action that may be taken my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.
- 8) That if any information provided by us is found to be false /fictitious, the action would be initiated against the (US) bidder as per Government rules.

Date

Signature of tenderer

Place

Deponent

Verification

Verified that the above statement is true and correct to the best of my knowledge and belief and nothing has been concealed there in place

Deponent

For more information please visit the website <https://hptenders.gov.in> as all the codal formalities & process will be under go on the website

