



Tender No. : - 02/2020

Dated: - 10-12-2020

TENDER NOTICE

Sealed quotations are invited for the development of QR code and feedback of students from various Private Universities of Himachal Pradesh.

Date Of sale of Tender Document: 10-12-2020

Last date and time for receipt of bid document: 30-12-2020 Time: 14:00 hours

Date of opening of bid: 30-12-2020 time: 15:00 hours

Scope of Work:-

- Integrating a QR code linking with a feedback form containing different questionnaires by which HPPERC can justify the current status of the students towards the e-learning during this pandemic. The form contains the line items such as the name of student, contact number, email ID, stream, semester, name of university etc. At the backend the data of the feedback form is to be accessed and generated on a excel spreadsheet for compiling the reviews of the students.

TERMS & CONDITIONS OF THE TENDER

1. MIS generation/customized reports.
2. The bidders shall provide adequate information to the HPPERC as per requirement.
3. Bidders have to deposit the tender document fee Rs. 200-00(Non Refundable) & Earnest Money Deposit (EMD) of Rs. 2,000/- in the form of Demand Draft drawn in favor of '**Chairman, HPPERC Shimla**' payable at Shimla.
4. The technical bids will be opened on 30th December, 2020 at **1500 hrs** and evaluated by the competent committee or authority. At the second stage, **Financial Bids of technically qualified bidders only will be opened after evaluation of technical bid** for further evaluation and ranking before awarding the contract.
5. The technical bids will be opened on 30th December, 2020 at **1500 hrs** and evaluated by the competent committee or authority. At the second stage, **Financial Bids of technically qualified bidders only will be opened after evaluation of technical bid** for further evaluation and ranking before awarding the contract.

6. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

7. Standards

7.1 The goods supplied under this contract shall conform to the standards prescribed, specifications mentioned there against the goods in the financial bid.

7.2 The bidder should furnish the full specifications of the goods offered in the tender. No change shall be permitted after opening of bids.

8. Performance Security Deposit (PSD)

8.1 EMD of successful bidders is treated as PSD

8.2 The PSD should remain **valid** for a period of **sixty days** beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any.

8.3 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

9. Liquidated damages

Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.

10. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

11. Termination for Default

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- (a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

11.1 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser

may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

12 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

13 Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the HPPERC or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or HPPERC or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or HPPERC or such other person(s) contracting through the HPPERC.

14 Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary, HPPERC or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

15 Mode of Payment

15.1 Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the HPPERC. Payment will be made direct to the supplier through **A/c payee cheque /NEFT only**.

15.2 No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

15.3 No payment will be made for goods rejected at the site on testing.

16 Change in quantity

Quantity given in the financial bid is approximate depending on the usage of the Purchaser. It may likely to vary depending upon the actual usage and the selected firms should be able to supply the quantity mentioned in the tender. HPPERC reserves the right to vary the quantity mentioned.

17 Agreement

The selected bidder should sign an agreement with the HPPERC (HPPERC) as per the specimen (**Annexure - IV**)

18 Purchaser's Rights

18.1 The HPPERC reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

18.2 The HPPERC reserves the right to award the contract to more than one Bidder.

18.3 The HPPERC reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

18.4 If a firm after award of the contract violates any of the terms and conditions fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.

19 Frequency of Purchase orders/ Delivery

Purchase Orders (POs) will be issued as and when demand arises. The delivery has to be effected within 20 working days. However, HPPERC reserve the right to get the supply immediately depending upon the urgent requirement. The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office.

20 Penalty for substandard / inferior quality

20.1 A penalty of 20% of P.Os shall be imposed on the supplier for any substandard (inferior quality)/incomplete supply along with cancellation of work order. Further, the firm is also liable for blacklisting.

20.2 If the selected bidder/firm does not supply the items within the stipulated period as may be indicated by HPPERC. HPPERC reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by HPPERC.

20.3 In case of manufacturing defect the tendered items will have to be replaced with new one within the guarantee/warranty period. In case of failure to provide / supply the items as approved by the Purchaser, the payment will not be made and the firm will be liable for appropriate action.

21 Validity of rates

Rates quoted should be valid for one year from the date of signing of the contract. A guarantee/warranty of minimum one year may be ensured on the quality of items.

22 Supply in original packing

Items shall be in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price, etc. Any manufacturing defect of any shape/kind shall have to be immediately replaced with a new one. In no case refilled cartridges or refurbished items be supplied. If any item is subsequently found to be of a substandard (inferior quality)/substitute/refurbished or refilled, the same will be rejected and any loss caused to the printers due to such cartridges shall be recovered from the firm and the payment of bill against the materials issued will not be made and the firm will be liable for appropriate action.

23 General/Others

23.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and security deposit will be forfeited.

23.2 The Officers of HPPERC or their representatives may inspect the items before supply.

23.3 The bidders will be bound by the details furnished by him/her to HPPERC, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for **legal action besides termination of contract.**

Eligibility of the bidders-

1. Bidders should be an Indian company/firm.
2. Have minimum **1 years** of experience of similar type of work.
3. Not have been blacklisted by the Depts./Ministries of the H.P. Govt./Central (Declaration has to submitted in the specified format in Annexure-I of Tender Document).
4. The bidder should have GST No./valid certificate of registration.
6. The bidder should have successfully executed & similar type of work in all India Basis.

- **The tender document consists of**

- (i) Instructions to the bidders
- (ii) Terms and conditions of the tender
- (iii) Technical bid
- (iv) Financial bid document
- (iv) Declaration; and
- (v) Specimen agreement to be executed at the time of entering into agreement before placing the order can be downloaded from the website of HPPERC i.e. www.hp.gov.in/hpperc/ Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document.

- The tender, complete in all respects, should be submitted in a prescribed form along with supporting documents in sealed envelopes addressed to the Secretary HPPERC **Shimla H.P** and must reach on or before **30th December, 2020 by 1400hrs**. Tenders may be (i) hand delivered at the afore said address or (ii) sent by Registered Post/Speed Post so as to reach the afore said address on or before the last date. If sent by post, HPPERC will not be responsible for loss or delay in transit.

- The HPPERC reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. Further Addendum/Corrigendum if any will be uploaded onto website of HPPERC only. The decision of HPPERC, in this regard, shall be final and binding on all.

Note:

- Last date of Tender submission :** 30th Dec, 2020 by 1400 hrs
- Opening of Technical bids :** 30th Dec, 2020 by 1500 hrs
- Opening of Financial bids :** Soon after evaluation of technical bids

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) "The Purchaser" means the HPPERC Shimla
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid.
- (iii) "The supplier" means the individual or firm supplying the goods under the contract.
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation.

2. Bid documents

2.1. The bid documents consist of the following:-

- (i) Notice inviting tender
- (ii) Instructions to the bidder
- (iii) Terms & conditions of the Tender
- (iv) Technical bid format
- (v) Financial bid format (Price Schedule)

2.2 The bidder(s) is/ are expected to examine all instructions, forms, terms conditions, in the bid documents. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in rejection of the bid.

3. Documents/Certificates

The bidders are required to submit technical bid enclosing therewith photocopies of following documents (documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.)
- (b) Copy of GST Registration Certificates
- (c) Copy of PAN Card
- (d) Original copy of authorization from manufacturer against this tender valid throughout the contract period, in case the firm is not a manufacturer of the item.
- (e) Proof of experience should be enclosed.
- (f) Declaration regarding blacklisting or otherwise. **(Annexure-I)**

4. Clarification on Bid Document

4.1 A prospective bidder requiring any clarification on the Bid Documents may contact the Secretary, HPPERC) in writing or by e-mail at the emailing address **secy-perc-hp@nic.in** Such requests for clarifications should be sent not later than seven days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the enquiry will be uploaded on to HPPERC website www.hp.gov.in/hpperc/ for the benefit of all the prospective bidders.

4.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the bid document.

5. Amendment of Bid Document

At any time prior to the dead line for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on HPPEREC website www.hp.gov.in/hpperc/ for the benefit of all the prospective bidders.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

7. Non transferability

This tender is non transferable.

8. Minimum eligibility criteria

Bidder(s) should

- (i) Have authorization from manufacturer against this Tender valid throughout the period of the contract, in case the firm (s) is not manufacturer of the items (copy has to be attached).
- (ii) Have minimum **1 year** of experience of similar type of work (Copies Purchase Orders received from Govt. Depts./ PSUs/Private Institutes during any financial year should be enclosed).
- (iii) Not have been blacklisted by the Depts/Ministries of the H.P. Govt. (Declaration has to submitted in the specified format in Annexure-I)

However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

9. Preparation of Bids

Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

10. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid.

- (i) The technical bid should be sealed in a separate cover and super scribed
“Technical bid for supply of web based Software for managing the attendance of the students and faculty members”.
The documents/information sought should be in the same serial order as given in the technical bid.
- (ii) The financial bid shall specify the rates/prices in the format shown in the financial bid/price schedule.

N.B. All the documents submitted in the bid must be legible and self attested.

11. Bid Prices

11.1 The rates/prices should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, GST, packing, forwarding, etc., as applicable should be quoted separately.

11.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

11.3 Rates/prices should be **valid for one year** from the date of signing of the agreement. Rates/prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

11.4 Prices should be quoted FD basis (Free delivery at HPPERC).

12 Tender Document fee & Bid Security/ Earnest Money Deposit (EMD)

12.1 Tender document fee Rs. 200-00(Non Refundable) & EMD Rs. 2000-00 of the bid value in the form of demand draft from any scheduled bank drawn in favour of "Chairperson , HPPERC" shall accompany the bid.

12.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bids .

12.3 A bid received without Bid security/EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.

13 EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

14 The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.

15 The Bid security/EMD of the unsuccessful bidder will be discharged/returned to them within **30 days** after finalization and award of the contract without any interest.

16 The bid security may be forfeited:

16.1 If a bidder withdraws his bid during period of bid validity specified in the bid document.

16.2 In the case of successful bidder, if the bidder fails to :

16.2.1 sign the contract

16.2.2 furnish the Performance security within the specified time in the document

17. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 180 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

18. Signing of the bids

19. **The bid shall be typed or printed.** All s of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

20. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not

sufficient, separate sheet duly signed by the authorized signatory may be attached.

21. Submission of Bid

Sealing, Marking & Submission

21.1 The bid shall be submitted in accordance with the procedure detailed herein:-

- (i) Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
- (ii) **Envelope No. 1:** Shall contain the tender document fee bid security/EMD as indicated in clause 13 of these instructions to bidders.
- (iii) **Envelope No. 2:** Shall contain all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.
- (iv) **Envelope No. 3:** Shall contain the rates/prices of the items duly filled in (schedule of rates) and signed and stamped. The bidder must fill up quoted price against each item in the spaces provided in the respective columns.

N.B. Price should not be indicated in any of the documents enclosed in envelope 1 and / or 2.

21.2 All the above three envelopes shall be sealed in a fourth envelope and addressed to **The Secretary, HPPERC Shimla H.P-177001** and must reach on or before **30-12-2020 by 2.00 P.M.** If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

21.3 Bids may be (i) hand delivered at the address mentioned in clause 16.2 or (ii) sent by Registered Post/Speed Post so as to reach the aforementioned address on or before the said date. If sent by post, HPPERC will not be responsible for any loss or delay in transit.

21.4 The bidder shall seal the bid.

21.5 All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders along with Tender Number, due date and time.

21.6 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

22. Deadline for submission of bids

22.1 Bids must be submitted to **The Secretary, HPPERC Shimla H.P** on or before the prescribed date and time i.e. on or before **30-12-2020 by 1400 hrs.**

22.2 No bids will be received/accepted after the expiry of the prescribed date and time for submission of the bids

22.3 **The Secretary HPPERC Shimla H.P** may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

23. The responsibility for submission of the bids in time would rest with the bidder.

24. Telegraphic/Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid;

25. Bids received, if any, by the Purchaser after the prescribed deadline for submission will be returned unopened to the bidder.

26. Modification and withdrawal of bids:

26.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.

27. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clauses 16. A withdrawal notice may also be sent by email/ fax but followed by a signed confirmation copy by post (which should be received by the Purchaser before the deadline for submission of bids).

28. Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

29. Bid Opening and Evaluation

Bid Opening

29.1 Envelop No.1 containing the bid security/EMD shall be opened by committee of HPPERC **at 1500 hours on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security/EMD is not found as prescribed, the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the **Annexure II**.

30. Envelop No. 2 containing the technical bid shall then be opened. Bids shall be numbered serially by HPPERC committee. The bidder's names, documents submitted/ not submitted and such other details as the HPPERC committee, at its discretion may consider appropriate shall be announced at the time of opening of bid.

31. The empowered Committee shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria,
(ii) submitted the requisite documents
(iii) meet the terms and conditions specified,
(iv) complied with all the instructions contained therein, etc.

For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.

32. The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the empowered Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities/EMD have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order;

33. Envelop No.3: Containing the sealed price bid of bidders whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date (after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.

34. Only summary of prices quoted by the bidders will be read out;

35. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakups of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the

evaluation of the bids in accordance with Clause 25.2

36. Determination of Eligibility & Responsiveness

36.1 The empowered Committee will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.

36.2 A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

37. Evaluation and Comparison of Bids

37.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 22 will be evaluated. Other non responsive bids will be rejected.

38. Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary;

39. Evaluation of the bids will take into account, in addition to the bid amounts, the following factors:-

39.1 Arithmetical errors corrected in accordance with Clause 25

b) Such other factors as may be considered to have a potentially significant impact on contract execution, price and payments ;

39.2 Offers, deviation and other factors, which are in excess of the requirement of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation;

40. Technical evaluation.

40.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.

41. Prior to financial evaluation, pursuant to clause 25, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

42. A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

43. Financial evaluation and comparison of substantially responsive technical bids

43.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful bidders would be called to attend opening of financial bids. **The financial bids of unsuccessful bidders in technical evaluation would not be opened.**

44. Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- 44.1 Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- 44.2 Incorrectly added totals will be corrected;
- 44.3 In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

44.4 The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

45. Contacting the Purchasers

- 45.1 Subject to clause 21 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded

46. Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

47. Award of Contract

Award Criteria

Subject to Clause 24 & 25, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid. Provided further that the bidder has the capability and resources effectively to carry out the contractual obligations effectively.

48. Right to accept /reject any or all Bids

Notwithstanding Clause 24 & 25 the HPPERC reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

49. Notification of Award

- 49.1 Prior to the expiration of the prescribed period of bid validity, the Secretary, HPPERC notify the successful bidder by fax or e-mail or letter confirming in writing that his bid has been successful .

50. The notification of award will constitute the formation of the contract.

51. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Documents and submit the same to The Secretary HPPERC within a week of the date of receipt of notification of award. The Secretary HPPERC return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within two weeks from the receipt of the approved draft.

52. Annulment of the Award

52.1 Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

53. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

54. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

Sd/-

Secretary
HPPERC Shimla, H.P

TECHNICAL BID

- 1 Name of the bidder:
- 2 Address of the bidder :
- 3 Contact Details of the bidder :
 - (a) Tel. No. with STD (O)..... (Fax)..... (R).....
 - (b) Mobile No.....(c)E-mail.....(d) Website.....
- 4 Name of Proprietor/Partners/Directors of the firm/agency:
- 5 Bidder's bank and its address and his current account number:
- 6 Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)
- 7 GST registration details (Pl. attach copies of the relevant documents/certificates)
- 8 Copies of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder
- 9 Original copy of authorization from manufacturer against this Tender valid throughout the contract period, in case the firm is not a manufacturer of the item.
- 10 Proof of experience in supplying the similar items.
- 11 Declaration regarding blacklisting or otherwise by the Govt. Departments as given in **Annexure-I**
- 12 The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.
- 13 Duly filled in authorization for attending bid opening (**Annexure-II**) 18. Any other information document: please specify

N.B. Bidders to ensure that all

- (i) Pages have been signed and stamped by the authorized persons**
- (ii) Pages have been numbered**
- (iii) Documents are legible (clearly readable)**
- (iv) Must fill each and every column of financial bid failing which bid should not entertained**

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated.....

Name & Address of Firm.....

Authorized Signature & Seal of the Firm

SCHEDULE OF RATES (FINANCIAL BID)

From

.....
.....
.....

To

The Secretary
HPPERC , Shimla
H.P.
Madam ,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for supply of the items required -

My /our rates for QR Code development :-

Sl. No.	Description of Items	Tentative Qty. *	Rate per Unit (Rs.)	GST/ ST/ ED, etc. (Rs.), If any.	Total Rs. in figures	Total in Words (Rs.)
	(1)	(2)	(3)	(4)	(5) [(3)+(4)]	(6)
1						
2						
3						

Dated.....

Name & Address of Firm.....

Authorized Signature & Seal of the Firm

DECLARATION

From

M/s.
.....
.....

To

The Secretary

HPPERC ,
Shimla H.P-177001.

Madam/Sir ,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealing. I/We further undertake to report to the HPPERC , Shimla H.P immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:

Date:

Designation with Seal of the Firm

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

**Subject: Authorization for attending the technical bid opening on
..... and financial bid on
.....**

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s (name of the bidder)

Name
specimen signature

Alternate representative

Name
specimen signature

Signature of the bidder Or
Officer authorized to sign the bid documents on behalf of the bidder

PERFORMANCE SECURITY BOND FORM

In consideration of the HPPERC (hereinafter called 'the') having agreed to exempt (Hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement No.....Dated

.....made betweenandfor the supply of(Hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee forwe, (Name of the Bank)(hereinafter referred to as 'the Bank') at the request ofcontractor (s) do hereby undertake to pay to the an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

2. We (Name the Bank)do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We undertake to pay to the any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have not claim against use for making such payment.

4. We (name of the Bank)further agree that the guarantee herein contained shall remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till() certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the Bank)further agree with the

that the shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from

time to time any of the powers exercisable by the Against and said Contract (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the or any indulgence by to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution to the Bank or the contractor (s)/ supplier (s).

7. We (name of the Bank)lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HPPERC in writing.

Dated theday of, 2020

For

(Indicate the name of the Bank)

Witnesses:-

1.

Telephone No. (s):-

STD Code -

2.

FAX No.

E-Mail Address:-

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

The agreement is made on this.....day of2020 between M/s..... herein referred to as the contractor carrying on business under the name and style of M/s.....of the one part. **HPPERC (HPPERC)**, acting through **The Secretary**, herein after referred to as the other part whereas the said contractor has agreed with the **HPPERC** , for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply

.....as per the requirement as agreed to in their bid letter no.....dated.....at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freighted. .
2. The supply ofwhich are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from.....to The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms & conditions and rates for three more months with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the . The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. Secretary HPPERC on behalf of the HPPERC will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

5. The Performance Security Deposit (PSD) shall be released after Six months after successful completion of the work at the end of the contract period including the extended period, if any

6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights , duties or liability of the parties shall be referred to the sole arbitration of the Secretary , HPPERC or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. The Performance Security Deposit (PSD) is liable to be forfeited to the HPPERC without any prejudice to any other rights and remedies of HPPERC in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.

8. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the HPPERC has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the Company/Firm

Signature of the authorized official of the HPPERC (HPPERC)

Signature :	Signature :
Name :	Name :
Address :	Address :

WITNESSES

- | | |
|----|----|
| 1. | 1. |
|----|----|