Directorate of women & Child Development Himachal Pradesh



NOTICE INVITING TENDER FOR ELECTRONICS MUSIC AUDIO MP PLAYER ALONGWITH PA SYSTEM AND PEN DRIVE IN THE ANGANWADI CENTER OF THE STATE.

(e-Tender No.: 14-22/85-ICDS (2) 2018

Last date of tender submission: 06.06.2018(upto 12:00PM)

Tender Opening Date: 06.06.2018at 15:00 PM

Directorate Women & Child Development Himachal Pradesh Cedar Home Brent Wood, Estate Near Himland Hotel

Shimla – 171001, H.P.

Tel. Nos.: 0177-2622033, 2623113, 2629762 Mob: 94184-86806

Fax No.: 0177-2629762 Email:wcd-hp@nic.in Website: www.wcdhp.nic.in



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SECTION- 1: INVITATION FOR BIDS

TENDER No.: 14-22/85-ICDS (2) 2018

Sealed Bids are invited by the undersigned for meeting the immediate requirement of Electronics Music Audio MP Player alongwith PA System with Pen drive specifications hereunder:

Sr.	Item(s) Description	Specification	
No.			
1.	Electronics Music Audio MP	1. USB/ SD Card ,Bluetooth,	
	Player alongwith PA system for addressing approximate 50	2. FM Function,	
	children .	3. 2 Mike System,(1 cordless)	
		4. Music Volume Control & Remote	
		Control,	
		5. Power Supply Ac 110v-240v,	
		External PC Power supply,	
		6. Built in rechargeable battery with	
		battery charging facility. Can last up to 8 to 10 hours	
		7. Unbreakable solid body to avoid	
	with	breakage	
		8. Recording facility	
		9. Provided with bag for better	
		handling and to protect against	
		dust.	
		10. Provision to connect an external	
2.	Pen drive	speaker • 8 GB Pen Drive	
		• 0 OD I OH DHVC	

ABSTRACT OF IMPORTANT GENERAL CONDITIONS

- 1. Unless otherwise specified for a part of the order, the entire supply and installation should have to be completed within 180 days from the date of placing the supply order.
- 2. Any prospective bidder can procure the Tender Document from the office of "Director Women & Child Development Himachal Pradesh. Shimla 171001". Tender can also be downloaded from website https://hptenders.gov.in . The tender document can be



procured on all working days by depositing a demand draft of Rs5,000/- in favor of "Director Women & Child Development Himachal Pradesh. Shimla 171001". If the Tender Document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft. Director Women & Child Development shall not be responsible for any kind of postal delay in receiving the tender document.

3. SCHEDULE OF THE TENDER PROCESS:

S. No.	No. Information Details		
1.	Tender No. and Date	14-22/85-ICDS (2) 2018 dt.24.05.2018	
2.	Last date for submission of written queries for clarifications	29.05.2018	
3.	Bid validity period	180 days from the last date (deadline) for submission of proposals extendable upto one year maximum as per the requirement of the Purchaser	
4.	Last date for submission of bids	dt.06.06.2018 till 12:00 PM	
5.	Opening of Bids	06.06.2018 at 15:00 PM	
6.	Place for opening of bids received in response to the tender notice	•	
7.	Approximate Quantity of articles	18925	

- 3.1 Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website https://hptenders.gov.in and http://wcdhp.nic.in only.
- 3.2 Notwithstanding anything else contained to the contrary in this Tender Document, the Director Women & Child Development, Shimla reserves the right to cancel/withdraw/modify fully or partially the 'Invitation for Bids' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Note:-(The Quantity of the goods will be decided on the basis of rates quoted by the bidders and the availability of funds. However the bid validity can be extended as per the performance of the bidder for maximum of one year).



2. INSTRUCTIONS TO BIDDERS FOR ELECTRONICTENDERING SYSTEM

2.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e. https://hptenders.gov.in. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. available on this website.

Obtaining a Digital Certificate:

- 2.1.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India/ Govt. of Himachal Pradesh.
- 2.1.2 The bidders may obtain Class-II digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 2.1.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.1.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.1.5 In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change and to



obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

The same procedure holds true for the authorized users in a private/public limited 2.1.6 company. In this case, the authorization certificate will have to be signed by the directors of the company.

2.1.7 Pre-requisites for online bidding:

In order to bid online on the portal https://hptenders.gov.in, the user machine must be updated with the latest Java & DSC setup. The link for downloading latest java applet & DSC setup are available on the Home page of the e-tendering Portal.

2.2 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://hptenders.gov.in

2.3 Download of Tender Documents:

The tender documents can be downloaded from the e-Procurement portal https://hptenders.gov.in and http://wcdhp.nic.in

2.4 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.5 Bid Preparation (Qualification & Financial)

- 2.5.1 Payment of Tender Document Fee& EMD of online Bids:The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 20f the Table.
- The bidders shall upload their eligibility-cum-technical offer containing documents, 2.5.2 qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- 2.5.3 The bidders shall quote the prices in price bid format only.



- If bidder fails to complete the Online Bid Preparation at Submission stage on the 2.5.4 stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- 2.5.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://hptenders.gov.in.
- 2.5.6 For help manual please refer to the 'Home Page' of the e-Procurement website at https://hptenders.gov.in and click on the available link 'How to .. ?' to download the file.
- Post registration, bidder shall proceed for bidding by using his digital certificate 2.5.7 (Signing). Bidder shall proceed to select the tender he is interested in.



SECTION - 3

INSTRUCTIONS TO **BIDDERS**



SECTION - 3: INSTRUCTIONS TO OBIDDERS

1. INTRODUCTION

1.1 Eligibility Criteria

S. No.	Qualification Criteria	Documents/Information to be provided in the submitted Proposal
1.	The responding firm/agency a. Should have made a payment of Rs. 5000/- for the tender document. b. Should have submitted an EMD of Rs. 5,00,000/- (Rupees five Lakh only) for item	 a. Demand Draft of Rs. 5000/- (Rupees five Thousand & Five Hundred Only) b. Demand Draft or Bank Guarantee of Rs. 5,00,000/- (Rupees five Lakh Only) for Item from Nationalized/ Schedule Bank in the favour of "Director Women & Child Development, Shimla-1" payable at Shimla, Himachal Pradesh.
2.	 a. OEM/Authorised Dealer/Distributor should be registered with the authorised Tax Authorities b. Should have been operating in India for the last Three Years . 	a. Registration Certificate & authorised Tax Number (GST)b. Annual audit Reports for last Three Years
3.	A Bidder should be manufacturer or Authorized Principal Distributor/ Dealer/ duly authorized by the OEM.	Authorization latter from the OEM in case of distributor or dealer/in case of OME A self-certified letter by the designated official of the responding firm in the form of Annexure to be provided
4.	 a. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices. b. And should not be blacklisted by any State Govt./Central Govt./ PSU in similar services for any reason at the time of Bidding. 	A self-certified letter by the designated official of the responding firm in the form of Performa-E
5.	If the Bidder is not the O.E.M. and/or the Authorized Service Provider (ASP) is different from the O.E.M., he will be required to enclose an undertaking from the O.E.M. as per its internal regulations should sign this undertaking.	As per Performa 'A' under signed by authorized signatory of the O.E.M
6.	The annual turnover of the OEM/	Extracts from the audited Balance sheet



	Authorized Principal Distributor/ Dealer/ whose product are sought to be	and Profit & Loss
	supplied should be average Rs. 3.00 Crore (Rupees Three Crores Only) on an average for the last 3 years from Indian Operations. Or	Certificate from the statutory auditor.
	The OEM/ Authorized Principal Distributor/ Dealer/ whose product are sought to be supplied should have supplied same or similar items in Govt Sector/Semi govt sector/Public sector undertakings and Limited companies.	Supporting documents should be attached with the bid.
7.	Authorized Signatory of the responding Bidder	Power of Attorney in the name of the signatory of the Proposal
8.	Declaration that all conditions contained in the Tender Document is acceptable to the Bidder.	Declaration in Performa 'D' by an authorized signatory

1.1.1 It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Note:- The bidder should have dedicated helpline for providing support

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Directorate Women & Child Development (hereinafter referred to as the 'Purchaser' in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

2. TENDER DOCUMENTS

2.1 Contents of Tender Document:

2.1.1 This Tender Document comprises of the following Parts/ Sections.

Section 1: Invitation for Bids

Section 2: Instructions to Bidders

Section 3: General Conditions of Tender & Contract



- Section 4: Technical Specifications and Maintenance Conditions
- Section 5: Performa's, Forms and Schedules.
- 2.1.2 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.

2.2 Clarification regarding Tender Document:

A prospective Bidder requiring any clarification about the Tender Document may request the Purchaser in writing by Fax/ E-Mail/ Speed post at the Purchaser's address indicated in the Invitation for Bids. An envelope containing request for clarification or any other correspondence regarding this Tender sent by post must be super-scribed clearly by the words "Immediate: Tender for supply of Electronics Music Audio MP Player alongwith PA system and 8GB Pen drive in the Anganwadi centres of the state. The Purchaser will respond in writing, only to such requests for clarification, which it receives by 29.05.2018. The purchaser's response to the query (without identifying its source) will be uploaded on our website https://hptenders.gov.in and www.wcdhp.nic.in on or before 30.05.2018. Such clarifications will be binding on all the Bidders. However, the Purchaser will not be responsible for non-receipt of a clarification, due to transmission loss/ delay or any other reason.

2.3 Amendment of Bids:

- Bids once submitted cannot be amended. However, in some circumstances (such as 2.3.1 major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before actually opening of the financial Bids.
- 2.3.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.



3. PREPARATION OF BIDS

3.1 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 & Purchaser will be in English Language only. The correspondence by Fax/E-mail must be subsequently confirmed by a duly signed copy.

3.2 Documents comprising of Bid:

The Bidder will prepare the bid in three parts.

3.2.1 **ELIGIBILITY CLAIM:**

In support of his eligibility, a Bidder must submit the documents as per Section 1.1:

TECHNICAL BID: 3.2.2

This part of the Bid must comprise of the following documents:

S. No.	Qualification Criteria	Documents/Information to be Provided in the Submitted Proposal
1.	The Bidder/OEM should have	Number of works done during the last three
	experience for working with the Govt.	years as per the Performa given in Performa
	departments and government	'C'
	undertakings during last three FY	
2.	Documentary proof for establishing the	Work order/invoice/completion certificate .
	capability of the Bidder (or OEM) to execute this order by showing satisfactory/ timely supply and after sales support installation for these supplied goods/works.	Approximate No of units manufactured and supplied in a month should be mentioned as under taking.
3.	The Bidder (or OEM) should be ISI Or	Necessary documents must be attached
	ISO certificate holder, ISO	
	9001(preferably ISO 14001)	
4.	Product catalogues revised up to date. If	Product catalogue

from the authorized

before

committee

Self-declaration

the

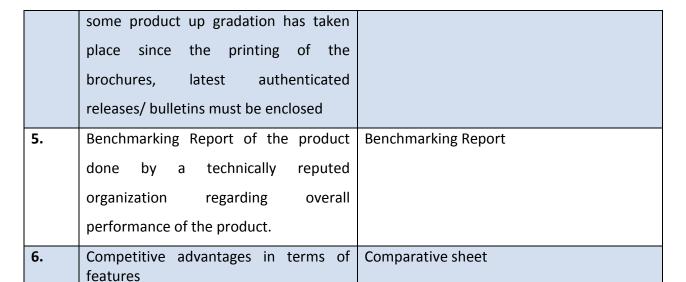
A lab test report

/recognized lab should be attached

Departmental

opening the financial bid.

The samples will be physically inspected by



3.2.3 FINANCIAL BID:

the region.

(i) Price Bid in BOQ (to be filled on-line) in part-2 of e-tender.

3.3 Bid Currencies:

7.

8.

9.

3.3.1 Prices shall be quoted in Indian Rupees.

A statement regarding support base in

The product should be on the restriction

The Bidder required to produce quoted

of use of Hazardous substances.

Samples for physical inspection

3.3.2 The contract price shall be paid in Indian Rupees.

3.4 Bid Security:

3.4.1 Pursuant to clause Sec – 3, Para 1.1(2) the Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid, submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

Sr. No.	Goods types	Bid security amount in rupees
1.	Electronics Music Audio MP	Rs.5,00,000/-
	Player alongwith PA system	
	and Pen drive	

3.4.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's



3.4.3 The Bid Security shall be in the shape of bank draft in favor of "Director Women & Child Development" Payable at Shimla.

conduct which may require forfeiture of security pursuant to Sec – 3, Para 3.4.8.

- 3.4.4 Any Bid not secured in accordance with Sec 3, Para 3.4.3 will be rejected by the Purchaser.
- 3.4.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.
- 3.4.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Sec 4, Para 5.2.
- 3.4.7 No interest will be payable by the Purchaser on the above mentioned Bid Security.
- 3.4.8 The Bid Security may be forfeited:
 - (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the Purchaser.
 - (ii) During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
 - (iii) In the case of a successful Bidder, if the Bidder fails,
 - a) To sign the contract, and
 - b) To furnish Performance Security.
 - c) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardize the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

3.5 Period of validity of Bids:

3.5.1 For the purpose of placing the order, the Bids shall remain valid for at least one year after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates



- quoted shall not change. However, in case of general fall in prices of a product in the Industry before dispatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.
- 3.5.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

3.6 Deadline for Submission of Bids:

- 3.6.1 Bids will be online submitted on the website https://hptenders.gov.inupto, 12:00 PM dated 06.06.2018
- 3.6.2 The Purchaser may, at its discretion, extend this deadline. The Purchaser may also extend this deadline for any other administrative reason.
- 3.6.3 Bids submission date will be started from 24.05.2018 so that clarifications, if any, given by the Purchaser can be taken in account in the offer submitted by the Bidder.

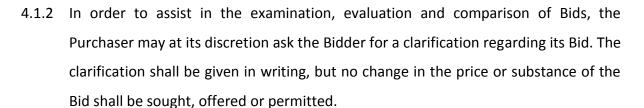
3.7 Modification and withdrawal of Bids:

- Modifications of Bids may be allowed by the Purchaser under circumstances mentioned in Sec - 3, Para 2.3.1. This option will be available to every Bidder who has submitted this Bid.
- 3.7.2 Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security.

4. BID OPENING AND EVALUATION

4.1 Opening of bids by Purchaser:

4.1.1 The Bids shall be opened on 06.06.2018 at 15:00 PM or on any other later day and time fixed as per Sec-1, Para 3 or other enabling provisions in this behalf, in the DIRECTORATE WOMEN & CHILD DEVELOPMENT Shimla-171001 in the presence of representatives of the Bidders who may choose to attend the bid opening meeting. The representatives of Bidders will sign a register in evidence of their presence.



- 4.1.3 In the first instance, 'Eligibility Claim' only will be opened, and eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be opened who are found to be eligible as per the criteria laid down in Sec—3. In doubtful cases (where further documents or clarification are required to establish eligibility), the Purchaser in its discretion, may decide to open Technical Bid. However, such Bids can be rejected subsequently, if it is found that the Bidder has claimed eligibility on false grounds.
- 4.1.4 The Technical Bids of only the Eligible Bidders will be opened and the contents (particularly Fact Sheets) will be announced in the presence of all Bidders or their representatives. A Bidder may also be allowed to inspect the Fact Sheets given by other Bidders. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required.

4.2 Scrutiny of Technical Bid:

The "Fact Sheets" submitted by the Bidders shall be compared against the Product Specifications and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. The Bidder required to produce **quoted Samples** for physical inspection, so that components could be seen to ascertain the veracity of the Bidder's claim about specifications. These will be returned to the bidder after technical evaluation. The Purchaser can also run standard bench-marking tests (if required). The commercial Bids of only those bidders will be opened who fulfils the minimum technical requirements of the purchaser and are found responsive as per Sec—3, Para 3.2.2 read in conjunction with other relevant clauses/Forms. However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the



document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Fact Sheets, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon to question under any circumstances.

4.3 Opening of Bid Security:

After various aspects [other than Sec-3, 1.1 i.e. bid security] are checked and the Bidder is found eligible on the basis of techno-financial parameters, the envelope containing Bid Security shall be opened.

4.4 Opening of financial Bids of Responsive Bidders:

- 4.4.1 The Bid Security financial Bids of only those Bidders will be opened who are found responsive. A Responsive Bidder is one which conforms to all the stipulations of Sec-3, Para 3.2.1 & 3.2.2 read with Sec-3. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.
- 4.4.2 A Bid determined as not responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

4.5 Evaluation and Comparison of financial Bids:

4.5.1 The comparison of financial Bids shall be done as follows:

4.5.2 Bid Comparison:

The Bidders are required to complete their financial Bid in BOQ in excel format and uploaded on https://hptenders.gov.in

(i) Initial evaluation/comparison of items given in the tender document will be done on the basis of gross Bid Value for Items, which will be taken into account F.O.R destination price. The F.O.R. price must include all levies and Taxes.



(ii) However, it is preferred that OEM or their Authorized partner shall have dump/depot in the state of Himachal Pradesh. If there is a reduction in any of the statutory duties and levies before the dispatch of goods, the benefit of the same will be passed on to the Purchaser.

4.5.3 Gross Bid Value:

The Gross Bid Value shall be calculated as under;

Gross Bid Value = Total Price for All items + GST+One Year warranty

Note 1:

The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality's.

Note 2:

The Bidders can quote alternative products for a particular specification For the purpose of comparing bids, specification (with the lowest price), which fulfils the technical requirements as per the Tender Document, will be considered. Therefore, all bidders must be extra careful while projecting a product as an option. If any of the options quoted by the bidder do not meet the specifications, the financial bid in respect of such an option shall be rejected.

Note 3:

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and items, the unit price shall prevail and the total shall be corrected. If the Bidder does not accept the corrections of errors, its bid will be rejected. If there is discrepancy between word and figures, the



amount in words will prevail.

4.6 RANKING OF BIDDERS:

- The Bidders will be ranked in the inverse order of their Gross Bid Value.
- 4.6.2 Reduction in Statutory Duties and Levies:

If any reduction in taxes or any other statutory levies takes place after opening the financial bids, but before dispatch of goods; the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalization of Tender, revised sealed bids shall be taken.

4.7 NEGOTIATIONS:

- 4.7.1 The Purchaser may finalize the Tender & award the Contract without any negotiations, if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the Bidders are advised to quote lowest possible rates in the first instance only.
- 4.7.2 If the Purchaser does not find the lowest offer acceptable, it may go in for negotiations, which can be done with the lowest bidder only.
- 4.7.3 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & financial Bid, provided that the original offer (i.e. Technical/ financial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of item & terms/ conditions are concerned. Therefore, the Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.
- 4.7.4 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalized in bids of similar size etc. will be kept in mind. The scope of negotiations may also include precise modusoperandi of after-sales service, mode of delivery, system integration etc.
- 4.7.5 During the negotiations, the Purchaser may even go in for marginally higher or lower



specification as per its absolute discretion and also change the numbers.

4.7.6 After this final ranking is done based on negotiated prices, award of contract will be made to the lowest Bidder, subject to post qualification in Sec-3.

5. AWARD OF CONTRACT

5.1 Post Qualification:

The lowest Bidder can be denied the right of continuing with the contract, if the items being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

5.2 Purchaser's right to vary Quantities:

The Purchaser reserves the right to increase or decrease quantities. Such a variation will normally be +10% or more. The quantities can be altered without any change in the unit price or other terms and conditions. The Purchaser may even vary the breakup of overall quantities of an item in view of techno-commercial reasons. The variation in the quantity of award shall be notified at the time of placing the order.

5.3 Purchaser's Right to accept any Bid and to reject any or all Bids:

Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without assigning any reasons or incurring any liabilities in this regard.

5.4 Notification of Award:

- 5.4.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing or through email that his Bid has been accepted.
- 5.4.2 The liability of the supplier(s) to deliver the Goods and perform the services will commence from the date of notification of Award. The Delivery Period shall be counted from the date of 'Notification of Award of Contract'. The "date of delivery" shall be the date on which the equipment /material is received at the destinations.
- 5.4.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.



5.5 Signing of Contract:

- 5.5.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.
- 5.5.2 The Purchaser's liability of taking the goods from the selected supplier(s) shall commence only from date of signing the date of the Contract



GENERAL CONDITIONS OF THE TENDER & CONTRACT



SECTION-4: GENERAL CONDITIONS OF THE TENDER & CONTRACT

1. Definitions:

1.1 In this part, the following interpretation of terms shall be taken:

- "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the Directorate Women & Child Development and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 1.1.3 "The Goods" means all the goods and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- 1.1.4 "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as training, maintenance and other such obligations of the Supplier covered under the Contract.
- 1.1.5 "The Purchaser" means the Director Women & Child Development, Shimla or any other line department notified by it.
- 1.1.6 "The Supplier", means short listed Bidder supplying the goods and services under this Contract.

Note:

The aforesaid definitions will be valid with respect to one or more Suppliers short-listed to execute the Project. Services to be executed by each Supplier have been explained in detail in this Tender Document.

2. Application:

These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.



3. Standards:

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalization of contract, but before the dispatch.

4. Patent Rights of the Goods:

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

5. Performance Security:

- 5.1 Performance Security for delivery and maintenance during warranty period.
- 5.2 Within 7 days of 'Notification of Award of the Contract', the Supplier shall furnish Performance Security to the Purchaser @2% of the order value valid for 180 days to safeguard the purchaser against timely delivery of ordered equipments. This will be replaced by performance security @1 % of the order value valid for 24 months by the supplier before expiry of the first Performance Security to ensure proper after-sales service during the warranty period of one year.
- 5.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.
- 5.4 The Performance Security shall be given in one of the following forms:
 - (i) An irrevocable and unconditional Bank Guarantee in favor of the Purchaser issued by a Nationalized/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.
 - (ii) The Performance Security, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract



(excluding after sales maintenance for which separate performance guarantee has been taken).

6. Inspections and Tests:

- 6.1 The Purchaser or its representative shall have the right (if it so desires) to test the goods to ascertain their conformity to the specifications. The Purchaser shall notify to the Supplier in writing of the identity of the representative deputed for this purpose & nature of tests that may be conducted (if found necessary) for bench-marking.
- 6.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements to the Purchaser.
- 6.3 If the Purchaser decides to conduct the inspection at supplier's premises before supply, no material shall be dispatched until inspected and approved by the Purchaser/ or his representative. Such inspection and approval will not relieve the Contractor of full responsibility for furnishing equipment conforming to the specifications nor will it prejudice any claim, right or privilege which the Purchaser may have on account of any loss sustained by it due to defective or unsatisfactory goods supplied by the contractor. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the contractor in any way from his contractual obligations.

7. Packing Delivery & Documentation:

7.1 The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract i.e FOR destination at project level in the State. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.



7.2 The supplier will affix a sticker on the goods and Box containing them inscribing "Government of Himachal Pradesh-WCD Logo" or other message deemed fit by the Government, if so desired by the purchaser.

8. Insurance:

- 8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 8.2 The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

9. Transportation:

9.1 The entire cost of carriage/transportation from the port of discharge to the FOR destination shall be borne by the Supplier. i.e 78 ICDS projects in the 12 Districts of the State.

10. Literature and Instruction:

Each goods packing box must contain copy of illustrated literature and instruction books regarding the handling, maintenance and use of the Goods.

11. Payment:

Payment shall be paid after delivery & successful installation of the Goods in the Districts. A claim for first installment shall be staked by the Supplier when he has supplied the goods in particular District. The payment will be made after receipt of duly acknowledged delivery challan(s) & invoice(s), as required by the Purchaser.



Note:

All instalments shall be released only on production of bill supported by delivery challan by the Supplier. Any bill supported by requisite documents will be processed within 15 days and objections, if any, will be conveyed in one go within this period. If the claim is found in order, the payment will be made within 2 weeks from the date of submission of such bills along with required documents.

12. Prices:

Subject to the provision to Sec-3, Rule 3.5.1, the prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his Bid. But in case of global or national fall in prices of a product in industry due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.

The billing/ invoicing by the supplier should be done from a registered office situated anywhere in Himachal Pradesh. In case supplier does not have billing location in the State of H.P., he will supply these equipments to Directorate Women & Child Development.

Modification in the Order:

- 12.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:
 - quantity of goods (i)
 - Any other change that the purchaser may deem fit
- 12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.



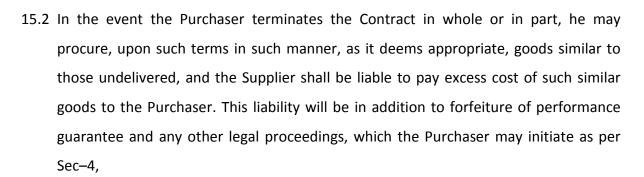
- 13.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 13.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid of later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.

14. Delay in the Supplier's Performance:

- 14.1 Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.
- 14.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following (i) forfeiture of its performance security, (ii) imposition of liquidated damages @Rs. 50/- per day per item of the unfulfilled order, (iii) termination of the contract and risk purchase at Supplier's risk, (iv) initiation of any other legal proceedings.
- 14.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

15. Termination for Default:

- 15.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.
 - (i) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Sec-3, or
 - (ii) If the Supplier fails to perform any other obligation under the Contract.



16. Force Majeure:

- 16.1 Notwithstanding the provisions of the Sec–4, clauses 15 the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.
- 16.2 For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 16.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

17. Taxes and Duties:

Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the dispatch of goods, the benefit of the same will be passed on to the Purchaser.



18. Resolution of Disputes

All the disputes would be settled under jurisdiction of the Hon'ble High Court, Himachal Pradesh, Shimla.

Note: Other Terms & Conditions (if any) shall be announced on or before the Opening of Commercial Bids.



SECTION - 5

MAINTENANCE CONDITIONS



SECTION – 5: TECHNICAL SPECIFICATIONS & MAINTENANCE CONDITIONS

1. SCOPE OF THE TENDER:

The successful Bidder(s) will provide the following services: Manufacture, Testing, Supply, After Sales Service during warranty and Annual Maintenance period.

1.1 Manufacture

The Bidder can manufacture the Goods in India.

1.2 Testing

Testing/ benchmarking as per requirement of the Purchaser and in such manner and for such size of sample as may be prescribed subsequently may be done as a part of the Contract.

1.3

The Goods needs to be supplied at "All 78 Projects of 12 District in Himachal Pradesh"

1.4 After Sales Service

The Supplier should have service provider in Himachal Pradesh for the maintenance of goods supplied under this tender. Similarly, the supplier of goods shall keep at least 2% goods as spare, to provide immediate replacement, with the service centre during the warranty period, It will be desirable that minor functional problems of these goods are taken care of by the service centre only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limits prescribed in Sec-5, Para 2.2 below, others must have to replace with the new one. Apart from the service centre for providing services during warranty period, the supplier will extend these services on other parts of the state through their own or of OEM authorized service provider located in nearby location.

2.1 AFTER SALES SERVICES:

2.2 Comprehensive Warranty:-

The Supplier shall provide comprehensive OEM warranty (including labour and spares)



during one year period. An undertaking to this effect shall be given by the Bidder in the Fact Sheets.

Service Centre:

The Service Centre in the State shall be manned by qualified persons. It will be equipped, with sufficient inventory of spares. The supplier will provide prompt after sales support at the service centre and shall attend any complaint not later than 24 hours. The minor and major defects shall be rectified not later than 36 hours and 60 hours respectively. In case the good takes more time for repair, the supplier will provide the alternate good of equivalent specifications. If defect is not rectified within the time stipulated as above, penalty as prescribed by the Purchaser will be imposed. However, the penalty in such instances shall not exceed 10% of the equipments cost against a non-attendance/non rectification of defects against a service call. During the warranty period, this penal clause will be enforced by ensuring that the supplier gives a Performance Security by way of Bank Guarantee to the Purchaser.

2.3 Inventory of Spares:

An analysis of inventory of spares shall be done by the Purchaser in consultation with the supplier to ensure that all critical spares/ components apart from the 2% inventory of new goods for replacement purposes (if equipments are beyond repair within 60 hours) are available with the Service Centre in sufficient quantity.

2.4 Penalty for failure to maintain during warranty period:

If the problem is not rectified within the stipulated time as defined in section 2.2 above following penalty shall apply;

Item	Penalty beyond permissible down time	
All the Items	Rs. 50/- (Rupees Fifty) per day per device, however the penalty	
	will not be more than .50% of the value of the supply order.	

Note: The penalty amount will be deducted from the amount payable to the bidder by DIRECTORATE WOMEN & CHILD DEVELOPMENT. Once this amount is exhausted, penalty amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the



bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time he recoups the Performance Security.

2. TECHNICAL SPECIFICATIONS & QUANTITIES:

The Technical Specifications and the required quantities have been given in Annexure-I in SECTION-6. These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

3. FACT SHEET:

- 3.1.1 Fact Sheet as per SCHEDULE-I are to be filled in by the bidders as part of the Bid. This Fact Sheet should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative. In case of any difference between fact sheet and the conditions given in **Tender Document**, the later shall prevail.
- 3.1.2 The Bidder shall also supply along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder. For the purpose of establishing latest changes, print-outs down loaded from INTERNET (& duly authenticated) may be acceptable.



Performs, Forms, Schedules and Annexure-I



Section 6: Performs, Forms and Schedules

PERFORMA – A

(Declaration by the O.E.M.) [Para 2.8(1)(ii)]

To,	,			Date:
		The Director,		
		Women & Child Development		
		Cedar Home Brent Wood Estat	te Near Him land Hotel Shimla	- 171001
Sul	bject:	Authorization to a distributor f WOMEN & CHILD DEVELOPME		(2)2018 DIRECTORATE
De	ar Sir/Mada	ım,		
	Please	e refer to your Notice Inviting Ter	nder for procurement of	published in various
Ne	wspapers.			
	M/s		(Bidder),	who is our reliable
dis	tributor/cha	annel partner for the last	years, is hereby author	ized to quote on our behalf
for	this prest	tigious tender. M/s		(Bidder) is likely to
		ur business partner during years t s/ peripherals etc.	to come. We undertake the fol	lowing regarding the supply
	_	s supplied in this tender shall be	manufactured by us as per the	e specifications required by
	-	aser. M/s		
		integration on our goods.	,	•
2.	It will be e	ensured that in the event of bei	ing awarded the contract the	goods will be delivered by
	M/s	(Bidder) & ma	aintained by M/s	(ASP)
	properly a	as per the conditions of the	e contract. For this purpose	e, we shall provide M/S
		necessary	y technical support including	technical updates & spares
	to the ASF	P. If M/s	fails to maintain the	equipments for any reason
		ver, we shall make alternative		
		warranty period. During the war		
		P. On the whole, it shall be ensur		
	-	not get diluted in implementation	•	pares and lack of technical
	•	m our side even during AMC perio		
3.		to any reason whatsoever, (Bidder) or M/s_	•	
		e necessary alternatives arrangem		
	me	:		
	signation	:		
Co	mpany	:		



PERFORMA – B

[Para 2.8 (II) (i)]

A. Financial Parameters

- 1. Net worth as on 00-00-00 and 00-00-00
- 2. (PBT) Profit before taxes for the last three years.
- 3. (PAT) Profit after taxes for the last three years.
- 4. Income Tax Return for the last three years.
- 5. Equity Base
- 6. Turn-over during the last 3 financial years.

B. Growth Profile

- 1. Percentage increase in t/o from 0000-2018 to 0000-18
- 2. Percentage increase in t/o from 2015-16 to 2016-17
- 3. Percentage increase in t/o from 2016-17 to 2017-18
- C. Installation Base and Regional Spread
- D. Customer Support and Service
 - Number of technical engineers for support and service:
 - 2. Inventory of components maintained at Himachal Pradesh
 - \$ Indicate number of Engineers in Himachal Pradesh



PERFORMA - C

[Para 2.8(II)(ii)]

DETAILS OF GOODS BASE

Sr. No.	Organization	Number of goodssupplied	Value	Date of Order	Current Status
1.					
2.					
3.					
4.					
5.					

- * Give latest position regarding arrangement for after sales support.
- * \$ Give Telephone/ Fax Nos. and addresses of the contact persons.

PERFORMA - D

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

To,

Sir/Madam,

The Director,
Women & Child Development Himachal Pradesh
Cedar Home Brent Wood Estate Near HimlandHotesl Shimla- 171001

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. **DIRECTORATE WOMEN & CHILD DEVELOPMENT**] regarding procurement of goods by DIRECTORATE WOMEN & CHILD DEVELOPMENT. I declare that all the provisions of this Tender Document contained in Section-1 to Section-6 are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Name:	
Designation: _	
Company:	
Address:	

PERFORMA- E

DECLARATION REGARDING PAST PERFOMANCE

To,

Sir/Madam,

The Director,
Women & Child Development Himachal Pradesh
Cedar Home Brent Wood Estate Near Himland Hotesl Shimla- 171001

I have carefully gone through the Terms & Conditions contained in the Tender Document [No 14-22/85-ICDS (2) 2018. DIRECTORATE WOMEN & CHILD DEVELOPMENT] regarding procurement of goods by DIRECTORATE WOMEN & CHILD DEVELOPMENT. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Name:	
Designation:	
Company:	
Address:	



SCHEDULE - I

Fact Sheet

Sr. No	Particulars	Yes/No
1	The responding firm/agency c. Should have made a payment of Rs. 5000/- for the RFP document. d. Should have submitted an EMD of Rs. 5,00,000/- (Rupees five Lakh only) for item	
2	 c. OEM/Authorised Dealer/Distributor should be registered with the authorised Tax Authorities d. Should have been operating in India for the last Three Years . 	
3	A Bidder should be manufacturer or Authorized Principal Distributor/ Dealer/ duly authorized by the OEM.	
4	 c. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices. d. And should not be blacklisted by any State Govt./Central Govt./ PSU in similar services for any reason at the time of Bidding. 	
5	If the Bidder is not the O.E.M. and/or the Authorized Service Provider (ASP) is different from the O.E.M., he will be required to enclose an undertaking from the O.E.M. as per its internal regulations should sign this undertaking.	
6	The annual turnover of the OEM/ Authorized Principal Distributor/ Dealer/ whose product are sought to be supplied should be average Rs. 3.00 Crore (Rupees Three Crores Only) on an average for the last 3 years from Indian Operations. Or The OEM/ Authorized Principal Distributor/ Dealer/ whose product are sought to be supplied should have supplied same or similar items in Govt Sector/Semi govt sector/Public sector undertakings and Limited companies.	
7	Authorized Signatory of the responding Bidder	
8	Declaration that all conditions contained in the Tender Document is acceptable to the Bidder.	
9	The Bidder/OEM should have experience for working with the Govt. departments and government undertakings during last three FY	
10	Documentary proof for establishing the capability of the Bidder (or OEM) to execute this order by showing satisfactory/ timely supply and after sales support installation for these supplied goods/works.	
11	The Bidder (or OEM) should be ISI Or ISO certificate holder, ISO 9001(preferably ISO 14001)	
12	Product catalogues revised up to date. If some product up gradation has taken place since the printing of the brochures, latest authenticated releases/ bulletins must be enclosed	
13	Benchmarking Report of the product done by a technically reputed organization regarding overall performance of the product.	
14	Competitive advantages in terms of features	
15	A statement regarding support base in the region.	
16	The product should be on the restriction of use of Hazardous substances.	
17	The Bidder required to produce quoted Samples for physical inspection	

Annexure-1

Specifications of the Blue Molded Playing Articles to be supplied in the AWCs of the State.

Sr. No.	Item(s) Description	Specification
1.	Electronics Music Audio MP Player/PA system for addressing approximate 50 people. with	 USB/ SD Card Bluetooth, FM Function, 2 Mike System,(1 cordless) Music Volume Control & Remote Control, Power Supply Ac 110v-240v, External PC Power supply, Built in rechargeable battery with Unbreakable solid body to avoid breakage Recording facility Provided with bag for better handling and to protect against dust. Provision to connect an external speaker 8 GB Pen Drive
2.	Pen drive	

Note: The Quantity of the goods will be decided on the basis of rates quoted by the bidders and the availability of funds. However the bid validity can be extended as per the performance of the bidder for maximum of one year.

