

**H.P. Khadi & Village Industries Board,
Cleave Land, Shimla-171004.**

Email: khadi-hp@nic.in

TEL No. 0177-2802724

Website: <https://hipashimla.nic.in>

0177-2663229

EXPRESION OF INTEREST

FOR

(SUPPLY OF PRODUCTS/ITEMS/SERVICES ETC)

ON PARALLEL RATE CONTRACT

(THROUGH SALE SHOPS/CENTRES/DISTRICT OFFICES

OF

THE H.P KHADI AND VILLAGE INDUSTRIES BOARD.

LAST DATE OF SUBMISSION OF EoI: 08-11-2023 upto 11.00 AM

DATE OF OPENING OF EoI: 08-11-2023 at 12.30 PM

WEBSITE: <https://hipashimla.nic.in>

EMAILID: khadi-hp@nic.in

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EXPRESSION OF INTEREST (EoI)

The Chief Executive officer, H.P. Khadi & village Industries Board (HPKVIB), Cleave Land, Shimla-171004 invites EoI under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound companies/Firms/Individuals/Agencies for supply of goods/products/items at the addresses mentioned below for two years from the date of finalization of rates of items/products for parallel rate contract.

Sr. No.	Nature of work	EMD	Period of parallel rate contract	Period of sale of tender document	Last date for submission of Tender	Date of opening of tender
1	Supply of products/items/service etc.	Rs. 50000/-	02 years	13/10/2023 to 07/11/2023 upto 1.00 PM	08/11/2023 upto 11.00 AM	Technical Bid 08/11/2023 at 12.30 PM Financial Bid: will be announced later date

The tender documents can be purchased from the office of CEO H.P. Khadi & V.I. Board Shimla-4 on a payment of Rs. 5000/- (Non-refundable) through cash / DD drawn in favour of Chief Executive Officer, HPKVIB Shimla-4. The tender documents can also be seen/downloaded by visiting website: <https://hipashimla.nic.in>. The DD of Rs. 5000/-(non-refundable) in favour of CEO HPKVIB, as tender fee for downloading the tender documents, will have to be enclosed with the bid.

If the date of opening of EOI is declared a holiday, the tender shall be opened on the next working date at the same time as fixed for the original date for this purpose.

Chief Executive Officer.

1. BACKGROUND:

The Khadi & Village Industries Commission (KVIC) and Govt. of India persuaded the State Govt. to set up Khadi & Village Industries Board, in order to receive grants and loans from the KVIC only for the development of Khadi & Village Industries especially in the rural areas in the State whereas administrative expenditure will be provided by the State Govt.

Therefore, Himachal Pradesh Khadi and Village Industries Board was *constituted under the H.P. Khadi and Village Industries Board Act, 1966 and is a statutory body* which came into existence on 8th January, 1968 with the main objective to plan, organize and implement programmes for the development of Khadi & Village Industries in the rural areas of the State. Since its inception the Board is magnanimously putting all possible efforts to achieve the following objectives/mandate set before it:-

1. ***The “social objective” of providing employment***
2. ***The “economic objective” of producing saleable articles, and***
3. ***The “wider objective” of creating self reliance amongst the people and building up a strong rural community spirit.***

2. ELIGIBILITY CRITERIA:

(TECHNICAL)

- 2.1. **In case of Original manufacturers, the following documents must be submitted:-**The Original manufacturers (including Units assisted by KVIC/ KVIB/ DIC under any schemes of KVIC) is required to submit the manufacturing certificate i.e.(PMT/EM-II)/UAM (Udyog Aadhaar memorandum)/ Udyam registration for requisite/quoted item(s) or registered with concerned GM, DIC/Member Secretary SWCA in H.P.
- 2.2. **In case of authorized Dealers, following documents must be submitted:** In case of authorized dealers participate in the tender, tenderer(s) are required to submit proper authority letter(s)/ authorization(s) from their Principal manufacturing firm(s) in origin on their letter pad(s) for quoted item(s) in which the participating firm has been authorized to participate, quote the rates and supply the material on behalf of the Principal manufacturing firm(s) in Himachal Pradesh along with validity period of dealership.
- 2.3. The Bidder should submit valid ISO 9001:2015 certificate.

- 2.4. The Bidder shall provide minimum of one year or as indicated by the original manufacturer/authorised supplier/Distributor/dealer, whichever is higher, onsite warranty for the item/product/equipment etc. to be supplied under this tender/EOI/agreement. The undertaking to this effect be submitted as per annexure-E.
- 2.5. The bidder should be registered with the Service tax Deptt. and should have a valid regular GST No.(not under composition scheme) and also have a valid PAN from IT Depptt.
- 2.6. The Bidder must have local sales/service centre in H.P. and dealing with any H.P. Govt. body. Documentary proof/ evidence in support of the above must be submitted (E&T registration, Registration/License under Office & Establishment Act etc). In case of any complaint about the product/services same should be attended within 24-48 hours by the bidder. The bidder must furnish documentary proof to this effect.
- 2.7. The Bidder must have experience certificate of similar nature of work/work order of aggregate amount of Rs.20.00 lakh from any Govt./Semi-Govt./PSU/ corporate sector in the last 3 years (i.e. 2020-21, 2022-22, 2022-23) duly supported by proof thereof.
- 2.8. Bidder must submit average Turnover certificate for the last 3 years (i.e. 2020-21, 2022-22, 2022-23) and duly certified by CA, in case of Original Equipment Manufacturer it must have minimum Rs. 25.00 lakh turnover and in case of authorise dealer/supplier it must be Rs. 15.00 lakh.
- 2.9. Bidder must submit IT returns for the last 3 years (ie. 2020-21, 2021-22, 2022-23). For new unit (i.e. started business after 2021-21) bidder must submit the IT returns only for the those years for which they have filled their IT returns.

3. **FINANCIAL** (Tender fee, EMD, Performance security)

- 3.1. **Tender Fee Form:** The bidder should submit receipt of tender form fee of Rs. 5000/-(non-refundable), in case of cash payment or DD drawn in favour of CEO, H.P. Khadi & V.I. Board Shimla-4 payable at Shimla, in case of online/downloaded from website.
- 3.2. **Earnest Money:** The technical bid should be accompanied with earnest money of Rs. 50000/- in the shape of DD in favour of Chief Executive Officer, H.P. Khadi & V.I. Board Shimla-4 payable at

Shimla. Failing which the tender shall be rejected out rightly. The EMD in respect of unsuccessful bidder(s) shall be returned to them without any interest after completion of tender process.

3.3. Performance Security: The successful bidder will have to deposit performance security of Rs. 75000/- (Rupees seventy five thousand only) in the shape of D.D. in favour of CEO, H.P. Khadi & Village Industries Board, Shimla-171004. However, The Earnest Money of successful bidder shall be converted into Performance Security deposited with the Board on the successful empanelment of the party. The performance security will remain valid till the party remains empanelled as parallel rate contract with the H.P. Khadi & Village Industries Board hereinafter called Khadi Board. No interest will be paid on the security money. This performance Security Deposit will be refunded to the party after 60 days of the closer of the contract with the party.

4. Pre-Bid Meeting: The intending bidder, if requires, may submit the queries, if any, in writing to email at khadi-hp@nic.in (Subject: queries for EoI) to seek clarification latest by 25-10-2023. The queries would be taken up in the pre-bid meeting on 26-10-2023 at 11.00 AM in the office of Chief Executive Officer, H.P. Khadi & V.I. Board, Shimla-171004.

5. Bidding process: There shall be two envelop system followed in this EoI. The bids must be submitted in the following manner:

5.1 Envelop-I

5.1.1. Technical Bid: The technical bid asper annexure-A along with all relevant document such as tender form fee, EMD, GST. No., PAN, offer details, guidelines, terms & conditions, code of conducts, undertaking as & where required, etc. in the tender document and the envelop be super scribed as “Technical Bid”.

5.2. Envelop-II

5.2.1 Financial Bid: The financial bid contains Format I to XV having the details of items/ products and the rates of the items/products should be quoted and written carefully and legibly and the same should be readable. The envelop should be super scribed as “Financial Bid”.

5.2.2. The rates should be in INR and there should be no cuttings and overwriting. If any cuttings and overwriting is found against any item/product the same will not be considered.

5.2.3. All rates must be quoted for delivery F.O. R. destination in H.P.

5.2.4. The rates should be quoted as per the unit specified in the BOQ(Bill of Quantity)/ price schedule only. The item(s) in which tenderers/bidders don't want to quote the rate should keep that column(s) **Blank. In case of any overwriting/tempering in the rates of the item(s) in the intended column(s) same will be rejected or not considered for financial evolution.**

5.2.5. **Taxes: The rates should be inclusive of all other levies & taxes. However, GST as & if applicable will be charged extra.**

Envelop I & II:

5.2.6. Both the sealed envelopes should then be enclosed in a single envelop which should bear the name of the Bidder and should be super scribed as **“Bid for Parallel Rate Contract for items/products to be sold through Sale outlet of Khadi Board”**.

5.2.7. The main envelop thus prepared should also indicate clearly the Name, Address and Tel. No. of the Bidder, in order to return the bid unopened to the Bidder, for any reason whatsoever.

6. **Last date:** The bid complete in all respect must be submitted on or before last date & time i.e. upto 11.00 AM on 08-11-2023. No extension shall be allowed for any reason(s) what so ever. Late tenders, tenders received without tender fee and earnest money will be rejected summarily.

7. **Opening of Bids:**

7.1. **Technical Bid:**

The technical bids will be opened on 08-11-2023 at 12.30 PM by the committee constituted for purpose in the presence of the tenderers or/and their authorised representatives, who may wish to be present, at the office of the Chief Executive Officer, H.P. Khadi & Village Industries Board, Cleave Land, Shimla-4.

7.2. The financial bid will be opened in respect of only those found who will be declared technically qualified. The date of opening of financial bids will be communicated to the bidders later on.

8. The validity of Bids: the bids should be valid for 120 days from the date of opening of tenders/bids.

9. Payment Clause:

9.1. No advance payment towards certificate of production will be made to the supplier.

9.2. Payment towards the supply of goods will be made only after receipt of payment from the consignee department/office subject to production of certificate of products/items received by the consignee department/office in good condition & quantity and also as per the specification of the supply order.

9.3. The payment will be made through RTGS/NEFT for which the supplier shall furnish the relevant Bank details viz. Name of the Account Holder, A/c No., Bank Name & Branch, IFSC Code etc.

10. Handling Charges of the Board:

10.1. The Khadi Board shall charge 10% administrative charges on net sales. The consigners must obtain a certificate/ receipt from indenters that goods received are in good condition and according to the supply orders specifications and produce the same to the concerned sale shop/outlets DO/ADO/Incharges for release of payment. After submission of this certificate i.e. (Supply Order Specification Certificate) by the consigners, the due sale proceeds shall be released through NEFT/RTGS/Cheque to the Consignors.

10.2. The Khadi Board shall share the handling charges earned on the actual sales/supply order (excluding GST) executed by a vender/supplier with the concerned vender/supplier, only on the amount exceeding the threshold limit of Rs. 2.00 crore or as may be decided/fixed from time to time by the competent authority of the Board on supply orders exceeding the threshold limit, executed in a particular financial year. The Board shall share handling charges with the concerned

vender(s)/supplier(s) in case of threshold limit being exceeded by the vender/supplier during a financial year as under:

1. Above Rs.2.00 crore and upto Rs. 3.00 crore:- 1.5% of handling charges
2. Above Rs. 3.00 crore :- 3.0% of handling charges

The claim on this account shall be preferred by the claimant i.e. concerned vender/supplier through the district office/Sale Shop and the same shall also be duly verified by the concerned district officer or Sale shop Incharge of the Board as per record & actual sales executed by the vender/supplier in the district. Further the claim(s), if any, will be settled by the Board at H.O. level after the end of that financial year.”

11.: Award of Contract

Initially the rates of the items/products will be approved on the basis of lowest one(L1) and all other successful bidders shall be given an offer to match their rates with the L1 so as to make the parallel rate contract applicable. All the parallel rate contract firms will be issued letter of award after executing the agreement with the H.P. Khadi & Vill. Industries Board and depositing of performance security of Rs. 75000/- through D.D. in favour of Chief Executive officer, H.p. Khadi & village Industries Board, Shimla-171004.

12. Right to accept or Reject the tenders:

The Chief Executive Officer, H.P. Khadi and Village Industries Board reserve the right to reject/approve all or any of the tender(s) without assigning any reason thereto.

13. Arbitration:

In case of any dispute arising between the H.P. Khadi & Village Industries Board and the empanelled vendors/suppliers, the both the parties will make every effort to resolve the dispute amicably, by direct negotiations. Failing which any disagreement or dispute shall be subject to jurisdiction of court at Shimla.

Signature & Seal of the Bidder

Technical Bid:**Annexure-“A”****(This is to be given on the letter head of the applicant/ bidder)**

Sub:- Inviting Expression of Interest from Bidder for quoting supply rates of the products along with full product specification on the prescribed format

Bidders Profile:-

Name of the tendering company/firm/agency/society/ Individual		
Nature of the bidder (Please tick):	Individual	Firm/Company/Society
	Original Manufacturer	Authorised Dealer/ Distributer
Name of the Proprietor		
Full address of Registered office.		
Telephone No.		
Mobile No.		
Email		
Full address of Branch/Local office in H.P.		
Telephone No.		
Mobile No.		
Email		
Tender Fee Receipt No. and date or DD No. and date		
Earnest Money Deposited details (D.D. No and dated)		
Udyog Aadhar/EM-II Registration (Attach copy)		
Aadhar No. (Pl. attach Copy)		

PAN NO. (Pl attach copy)	
GSTIN No. (Attach Copy)	
Financial Turnover of the tendering company/Firm/Agency/Society/ Individual for the last 3 years (i.e. 2020-21, 2021-22, 2022-23) duly certified by CA. (Attach Copy)	
Copy of IT return for the last 3 years (i.e. 2020-21, 2021-22, 2022-23) For New units they will submit the IT returns only for those years for which they have filled IT returns. (Attach Copy)	
Experience- give details of the similar nature work executed by the bidder during the last 3 years on the prescribed performa attached as annexure-“F”	
Whether the Firm/bidder quoting rates for all items or selected one as per Annexure “I-XV” of Product Specification Form (Pl. Specify against the intending column)	

Signature of authorised person

Name:

Seal:

Date:

Place:

DECLARATION:

.....s/o, D/o, w/o
Shri.....

Signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/we an/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Name:

Seal:

Date:

Place:

Annexure-“B”

H.P. KHADI AND VILLAGE INDUSTRIES BOARD, CLEAVE LAND, SHIMLA-171004.

GUIDELINES

1. Offers acceptable only in SEALED COVER and on prescribed bid form.
2. Confirmation of deposit of processing /tender fee. (Original copy of receipt attached with tender) is mandatory.
3. The envelopes containing rates/offers must be properly sealed and super subscribed as OFFER FOR INVITING RATES FOR VARIOUS ITEMS TO BE SUPPLIED ON PARALLEL RATE CONTRACT THROUGH THE SALE SHOPS/ OUTLETS OF THE H.P. KHADI & VILLAGE INDUSTRIES BOARD. If the envelopes are not sealed and marked as required above, the Board will assume no responsibility for the bids misplaced or pre mature opening.
4. The detailed “**Technical Bid**”, Contains Bidder’s Profile, Guidelines, “Terms & Conditions of business”, “Code of Conduct” & Undertaking, are enclosed as Annexure-“A”, “B”, “C”, “D”,“E” & “F” respectively along with Application Form and “**Financial Bid**” contains “Product Specification Performa” “I to XV” respectively. **In case where the product specification are not mentioned in the format, the Bidder will have to mention the specification of each item for which they are quoting the rates failing which the same will not be considered.**
5. Earnest money(EMD) of **Rs. 50000/- (Rupees Fifty thousand only)** in the shape of DD drawn at Shimla in favour of the Chief Executive Officer, H.P. Khadi & Village Board Shimla-171004 must accompany the application form. Any application without the earnest money shall out rightly be rejected.
6. The earnest money of the successful bidder shall be taken or converted into as security by the Board till the rates are valid for two year from the date of circulation of approved/new rates whichever is later. No. interest will be paid on the security amount.
7. The Successful/Approved Bidder will have to execute an agreement with the Board for supply of products/services.
8. The bidder should satisfy himself/herself of the terms of business stipulated in the Tender Form prior to submitting the rates.
9. Please attach undertaking/declaration of Annexure-“E (enclosed) on affidavit duly attested by the Public Notary/Oath Commissioner.
10. The H.P. Khadi & Village Industries Board may finalize the rates of each items/products who shall offer lowest rates and items shall be as per required quality and specifications. The approved/lowest rates may be

considered on Parallel rate contract by the Committee constituted for the purpose.

11. Rates/Offer sent through telefax/telegram/packs/e-mail shall not be acceptable.
12. The bidder shall bear all costs associated with the preparation and submission of its offer, the H.P. Khadi & Village Industries Board will not be responsible or liable for these costs, whether the offer is finally accepted or not.
13. The bidder is expected to examine the document carefully. Failing to furnish information required as per the offer, the Tender document may result in the rejection. Incomplete form will out rightly be rejected.
14. The rates once submitted can not be amended.
15. The offer will be opened on 08-11-2023 at 12.30 PM in the presence of the representative of the agencies/firms quoting for the rates if they wish to be present. Only one representative of the agency/firm quoting the rates/offer would be permitted to participate in the tender opening process.
16. All the columns of the offer document and the check list must be properly, neatly & legibly filled in. There should be no overwriting & cuttings. Documents filled with lead pencil will not be considered/acceptable.
17. The detailed specification and brand name, ISI/ISO/BIS etc specifications wherever required be given by the party while offering rates as per annexure “I to XV” only. Each Page of the Product Specification Format (Financial Bid) should be duly signed & stamped by the bidder
18. Incomplete applications and rates without specification will out rightly be rejected.

Name of the Bidder:
Address of the Bidder:
Email:
Tel. NO./Mob. No.

Signature of the Bidder
with Seal

Annexure-“C”

H.P. KHADI AND VILLAGE INDUSTRIES BOARD, CLEAVE LAND, SHIMLA-171004.

TERMS AND CONDITIONS

1. The Tenderer(s) offering bid(s) should offer rates only for those items/products for which it is a manufacturing/Registered with DIC/Authorised Dealer having valid dealership/authorisation certificate or Registered with E&T department, failing which the offer shall not be considered.
2. The tender in a sealed cover shall comprise two separate envelops. Each envelop shall contain separate “BIDDER APPLICATION FORM, OFFER DETAIL & CHECK LIST, BIDDER’S PROFILE, GUIDELINES, TERMS & CONDITIONS, CODE OF CONDUCT”, “TECHNICAL BID” along with UNDERTAKING (ANNEXURE-“E”) in the first envelop and in second envelop containing “**FINANCIAL BID** (Product Specification Format for quoting rates, Annexure-I to XV)”.
3. The envelop shall be marked as TECHNICAL BID & FINANCIAL BID in bold and legible letters to avoid any confusion. Both the sealed envelops should then be enclosed in a third envelop which should bear the name of the Bidder and should be super scribed as “**Bidder for Parallel Rate Contract for items/products to be sold through Sale outlet of Khadi Board**”.
4. The main third envelop thus prepared should also indicate clearly the Name, Address and Tel. No. of the Bidder, in order for bid to be returned unopened to the Bidder, for any reason whatsoever
5. Initially, only the envelop marked: BIDDER APPLICATION FORM, TECHNICAL BID shall be opened. No. decision regarding disqualification or rejection of any bid shall be conveyed in bid opening session.
6. The envelop marked as FINANCIAL BID shall be retained in the custody without being opened.
7. During the technical evaluation no amendments in the technical bid/proposal shall be permitted.
8. The Financial Bid shall be opened publically at a time, date and place/venue announced and communicated to the technically qualified bidders in advance.
9. After the evaluation and approval of the technical proposal, the FINANCIAL BID shall be opened. The financial bid found technically non-responsive shall not be considered.

10. Procedure of finalization of supply rates:- The H.P. Khadi & Village Industries Board shall finalize the rate of items/products to be supplied through Sale Shop/outlets of the Board on competitiveness of rates. The responsibility of the quality shall be determined and assured both by the concerned district officer(DO/ADO/ I/c ADO Office) and the firm/party. After Sales service and replacement of products wherever required shall be done by the parties at their cost and risk. Failing to provide such service will tantamount to forfeiture of Performance security & blacklisting of the consignor party.
11. The rates quoted and accepted will be binding on the tenderer/bidder for full contract period and any increase in the price will not be entertained till the completion of contract period. However, the re-validity period upto further one year at same rate, terms & conditions etc with the consent of supplier may be allowed subject to the approval of the authority.
12. No minimum or maximum quantity is in the rate contract. The actual quantity may vary from nil to maximum required quantity during validity period of Rate Contract.
13. The Board reserves the right to conclude one or more than one Rate Contract for the same item.
14. The Board is entitle to place purchase order upto the last day of validity of RC and , though supplies against such purchase order will be effected beyond the validity period of the Rate Contract. All such supplied will be guided by the terms & conditions of the Rate Contract.
15. The H.P. Khadi & Village Industries Board shall charge 10% as handling/ administrative charges on the net sales as per the existing procurement/consignment /MSG policy of the Board. The Consigner must obtain a certificate/receipt from the intenders that goods received are in good condition and according to the supply order specifications and quantity and shall produce the same to the concerned outlets/DO/ADO/ Incharge for release of payment through NEFT/RTGS/Cheque to the consignors.
16. The Board shall share the handling charges earned on the actual sale/supply order(excluding GST) with the concerned vender/supplier, only on the amount exceeding the threshold limit of Rs. 2.00 crore or as may be decided/fixed from time to time by the competent authority of the Board on supply orders exceeding the threshold limit executed in a particular financial year.
17. All expenditure (including taxes) towards freight/transportation, and other incidentals incurred on supply of items including insurance shall be borne by the Consignor's. Goods to be supplied by the consignor's on F.O.R.
18. The staff of the party (if deployed) will work under the overall supervision and control of the concerned field officer i.e

DO./ADO/Incharge Sale Shop and the staff shall have to ensure good conduct failing which the Board will be at liberty, to terminate the arrangement.

19. In case of any complaint from the customers regarding the quality of the product, the party shall be solely responsible and the replacement of goods, if ever, shall be at the cost of party/firm. The decision of the concerned field DO/ADO/Incharge in the matter shall be final.
20. Any dispute in the business/deal shall be settled by mutual negotiation.
21. Employees of the Board or their relation cannot take part in the tender.
22. Sales tax/GST/Service tax No. must be obtained by the party (wherever applicable) in case of new unit only.
23. The tender opening committee reserves the right to accept or reject any or all offer without assigning any reason(s)
24. Parties or its/their associated firms/associates etc. who are/were in dispute or are/were having court cases against the H.P. Khadi & Village Industries Board are not eligible to participate in this tender.
25. The approved parties shall not be authorised to deal in similar business through other Boards/Corporations/Bodies etc. within the State of H.P.
26. Conditional offer/tender will be outrightly rejected.
27. The items listed to be sold be given with detailed specification and brand name of manufacturers as per **Annexure-“I to XV (Product Specification Format)”**.
28. Only registered parties will be eligible for effecting supplies (after the rates are finalized and circulated) who have participated.
29. Earnest money for inviting rates/ Expression of Interest shall be Rs. 50000/-
30. The parties will submit the rates on the prescribed products specification performa. The offer will not be accepted on any other format.
31. The parties shall indemnify the Khadi Board against any loss suffered by it on account of non-performance of its obligation relating to customer's service, maintenance of quality, delivery etc. and shall be solely responsible for the consequence thereof.
32. The parties shall also indemnify Khadi Board in connection with any liability incurred by it towards any third party in whatsoever manner arising from transactions made under this agreement.
33. Firms/parties should not be blacklisted by any Govt. department/Boards/Corporations there in the form and an undertaking to this effect should be submitted.
34. Firms/parties registered with other organisation i.e. GIC/HIMFED/HANDICRAFT & HANDLOOM/HPSIDC or any Govt./Semi Govt. organisation etc. are not eligible to participate.

35. Every page of EOI should be duly signed and stamped by the firms/parties.
36. This Expression of Interest is subject to the jurisdiction of the local court at Shimla only. All dispute arising out of the Expression of Interest shall have the jurisdiction of the local courts situated at Shimla only.
37. **Price Fall Clause:** The offer of rates by the Tenderer/bidder will be subject to price fall clause i.e. if any item is offered at a lower rate by the tenderer/bidder to any other State Party in Himachal Pradesh, he/she shall not charge higher rate for the item offered in the tender. In the event of that the differential amount shall be recovered from him/her and can be blacklisted for future supplies in Government Departments of the State. The quoted rates shall be applicable for two (2) year from the date of award of contract.
38. The supplier/bidder shall furnish Certificate of Quality Control (Analysis Report/Test or Laboratory Report) of the product(s) on its own cost as & when required by the ultimate customer/ purchaser from independent agency or any other agency approved/accredited by the State or Central Govt. that the product is uniform in price, size & colour, material used as per the specification(s). The supplier will provide free of cost facilities to the inspecting agency, in case it is desired by the purchaser, for taking samples.
39. The supplier shall invariably furnish the certificate to the effect that the product supplied under the contract are correct as to quantity, quality, rate and total value and the payment is due in accordance with the terms of contract/agreement.
40. The ultimate purchaser reserve the right, in its option & cost, to have material/product inspected before supply/shipment in regard to quality and specification. The supplier shall tender the material/product for inspection to the ultimate purchaser and supply shall be effected only after the material is inspected.
41. Sealed and Super Subscribed envelop 1 & 2 (**Technical & Financial Bids**) shall be enclosed in a bigger envelop and the same should be properly sealed & super subscribed in bold OFFER FOR INVITING RATES FOR VARIOUS ITEMS TO BE SUPPLIED ON CONSIGNMENT THROUGH THE OUTLETS OF THE H.P. KHADI & VILLAGE INDUSTRIES BOARD. The Same should reach in the office of Chief Executive Officer, H.P. Khadi & Village Industries Board, Cleave Land, Shimla-171004 on or before 08-11-2023 by 11.00 AM positively.
42. **Force Majeure:** If at any time during the continuation of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restriction, acts of God fire, flood explosion epidemic, strokes,

- embargoes, then the date of delivery of the product shall be extended for the period force majeure condition was operative.
43. The Bidder must submit Test Report(s) for the items, wherever required by the Consignee Department/office/Board for products conforming to IS specification of quoted items from the National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited Laboratories in India (not more than 2 years old at the time of demand). The test report should be in the name of participating/manufacturing firm/company for requisite items/codes. The bidder/firm will have to bear the cost of testing. The undertaking to this effect be submitted (Annexure-“E”).
44. **BIS Certificate:** The Bidder(s) quoting the rates for requisite item(s) as per specification must submit copy of valid BIS certificate for requisite item(s) along with complete details of items/Sizes/dias/ covered in BIS Licence. **(If available).** The bidder must submit requisite certificate/undertaking wherever asked for/required by the consignee Department/office/Board. Preference will be given to BIS marked products. The undertaking to this effect be submitted (Annexure-“E”).
45. The Bidder must submit samples to department/office/Board whenever asked for/required. Such samples must be submitted and delivered in person or through authorised representatives to the consignee department/office/ Board. Sample should bear a seal label, marked with the tenderers/bidders name and address and reference to the item No. in the List of items. The undertaking to this effect be submitted (Annexure-“E”).
46. In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other action like filing complaint with the Competition Commission of India and/or other appropriate forum or debarring of firm(s) in future bidding for a period of more than 3 to 5 years.
47. The empanelled vender/bidder/supplier shall have to book all sales/outward supplier made to H.P. Khadi & Village Industries Board in B2B in order to claim the ITC.

Signature of the bidder.

(with Seal)

Name of the bidder:

Address of the bidder:

Email: Tel. No./Mob. No.

Annexure-“D”

**H.P. KHADI AND VILLAGE INDUSTRIES BOARD,
CLEAVE LAND, SHIMLA-171004.
CODE OF CONDUCT**

1. The credibility of the parties/firms will be of paramount importance to the H.P. Khadi & Village Industries Board.
2. Quality of the products being sold through the H.P. Khadi & Vill. Industries Board should be maintained and should be in no way inferior to similar products in the market.
3. Confidentiality of the terms, handling charges and the agreement between the parties and the H.P. Khadi & Village Industries Board should be maintained. Further H.P. K&VI Board and the parties are expected to maintain confidentiality of business matters of the parties/ Board which is learned in business association.
4. Complete & Correct information of the products are to be conveyed to the customer. Misleading or exaggerated claims about the product to be avoided. The parties shall in no way pressurize or implore the customers.
5. Wherever applicable the selling price is to kept within the listed MRP and the same should be comparable with the prices of similar products in the market .
6. The H.P. Khadi & V.I. Board reserve the right to impose and control the selling price of the products of the parties to avoid high profit making.
7. The H.P. Khadi & Village Industries Board has a discount schedule and the parties will harmonize their discount accordingly .
8. Correct information of the products is to be conveyed to the customers. Misleading or exaggerated claims about the product to be avoided .
9. There should be complete harmony between the parties and the staff of the Sale Shop. No one is expected to put forth his/her problem directly to the HQ of the HPKVIB without bringing the matter to the concerned Incharge /District Officer. In case the parties is not satisfied with the action of these officials on the grievances the parties should send a representation in writing to the HQ with copy to the concerned District Officer.
10. The H.P.KVI Board may carry out the publicity campaign in Audio/Video and News paper media . The product of the parties will also receive due publicity . Parties are expected to share the costs on

proportionate basis in consultation with the District Officer & Incharge concerned.

Place.....

Date:.....

Signature with Seal
Of the Bidder/ Firm.

DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS CONTAINED IN THE TENDER DOCUMENT.

(Affidavit duly attested by Public Notary /Oath Commissioner)

FORMAT FOR PROVIDING UNDERTAKING

The

.....

..... (Designation & Address)

1. I/We, the undersigned certify that I/we have gone through all the “terms & conditions”, “guidelines”, “code of Conduct” etc. mentioned in the tender document and declare that all the terms/provisions of this tender document are acceptable to me/my company/firm & undertake to comply with them.
2. I/We certify that I am the authorized signatory of my company/firm and I am therefore competent to make this declaration.
3. The rates quoted by me/us are valid and binding upon me/us for the entire period of the contract.
4. I/We, the undersigned hereby bind myself to Khadi & Village Industries Board for providing products as per specification for the period of the contract.
5. The security money deposited by me/us shall remain in the custody of the C.E.O. H.P. Khadi & Vill. Industries Board, till expiry of the contract.
6. The condition herein contained shall form part of and shall be taken as included in the agreement itself.
7. I/We have neither been penalized/debarred nor blacklisted by any authority/ institution in the state of H.P for providing unsatisfactory work/products/services. Further there is no pending dispute regarding product quality/services etc. If the facts are to be proved concealed by the product/service provider/bidder, he/she will not only be debarred from participation in the tender and also action under criminal law will be taken against him/her.
8. I/we hereby undertake to provide minimum of one year or as indicated by the original manufacturer/authorised supplier/Distributor/dealer, whichever is higher, onsite warranty for the item/product/equipment etc. to be supplied under this tender/EOI/agreement.
9. I/we hereby undertake to submit requisite certificate/undertaking wherever asked for/required by the consignee Department/office/Board for quoting the rates for requisite item(s) of BIS specification and submit copy of valid BIS certificate for requisite item(s) along with complete details of items/Sizes/dias/ covered in BIS Licence as & when required.

- 10.I/we hereby undertake to submit the Test Report(s) for the items, wherever required by the Consignee Department/office/Board for products conforming to BIS/ISO specification of quoted items from the National Accreditation Board for Testing and Calibration Laboratories(NABL) accredited Laboratories in India (not more than 2 years old at the time of demand).
- 11.I/we hereby undertake to submit samples to department/office/Board whenever asked for/required. Such samples must be submitted and delivered in person or through authorised representatives to the consignee department/office/ Board.
- 12.That myself/my company/firm is not a registered supplier with any other state/govt. dept./PSU for their currently valid Rate Contract(s), for similar items as listed in this tender of HPK&VIB.

Yours faithfully

Name _____

Designation_____

Company/Firm_____

Address _____

