Bid Reference: SSA/PRAGNA/SLAT/01

Gujarat Council of Elementary Education
Sarva Shiksha Abhiyan Mission

Bidding Document

| Name of Work                  | Supply of Slate for Teachers and Students of Pragna Primary School at 228 BRC (TALUKA) / 4 URC / 1 SPO in all Districts and 4 Corporation of Gujarat State. |

Name of Client: State Project Director
State Project office
Sarva Shiksha Abhiyan
Sector-17, Gandhinagar
SECTION-I
INVITATION FOR BIDS (IFB)
Bid No.: SSA/PRAGNA/SLT/01

1.1. State Project Director, Sarva Siksha Abhiyan, Gujarat invites Technical & Commercial Bids for Supply of Slate for Teachers and Students of Pragna Primary School at 228 BRC (TALUKA) / 4 URC (CORPORATION) / 1 SPO Level in all districts and Four Corporation (AMC, VMC, RMC AND SMC) of Gujarat State.

1.2. A complete set of Bid Document can be downloaded by any interested eligible bidder from web site on the date & time shown in schedule of e-tendering.

1.3. Interested eligible Bidders may obtain further information from office of the State Project Director, during the office hours only.

1.4. Interested and eligible Bidders are required to submit bids online in two parts viz. Technical and Commercial. The first part i.e Technical bid should include the qualification criteria of the bidder. It should not contain any cost information what so ever. The second part i.e Commercial bid should contain the detailed price offer for supply of Slate for Teachers and Students of Pragna Primary School in the price schedule. This part i.e Commercial bid should be submitted online only. The Technical Bid should be accompanied by document fee & bid security as specified in schedule of e-tendering. The document fee & Bid Security should be in the form of Demand draft issued by any Nationalized bank or Schedule Bank in favour of State Project Director, SSA Mission, Gandhinagar & payable at Gandhinagar.

1.5. The Technical Bid will be opened on the specified date & time & specimen sample demonstration in the presence of Bidders or their authorised representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for submission and opening of bids will be the following working day at the appointed time.
1.6. The summary of various activities with regard to this invitation of bids are listed in the table below:

<table>
<thead>
<tr>
<th></th>
<th>BID REFERENCE</th>
<th>SSA/PRGNASLT/01</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>SSA/PRGNASLT/01</td>
</tr>
<tr>
<td>2</td>
<td>Online submission bid</td>
<td>03/03/2014 to 26/03/2014 upto 18:00 Hrs.</td>
</tr>
<tr>
<td>3</td>
<td>Document download ended Date</td>
<td>26/03/2014 upto 18:00 Hrs.</td>
</tr>
<tr>
<td>4</td>
<td>Document fee</td>
<td>Rs. 5000/- in the form of DD in favour State Project Director, SSA Mission, Gandhinagar.</td>
</tr>
<tr>
<td>5</td>
<td>Bid Security</td>
<td>Rs. 2,10,000/- in the form of DD in favour State Project Director, SSA Mission, Gandhinagar.</td>
</tr>
<tr>
<td>6</td>
<td>Submission of Technical bid, Document fee, Bid security &amp; supporting document in physical form &amp; display of specimen sample</td>
<td>On or before 27/03/2014 upto 15:00 Hrs.</td>
</tr>
<tr>
<td>7</td>
<td>Pre Bid Meeting</td>
<td>18/03/2014 at 14:00 Hrs.</td>
</tr>
<tr>
<td>8</td>
<td>Online opening of Technical bid</td>
<td>28/03/2014 at 17:45 Hrs.</td>
</tr>
<tr>
<td>9</td>
<td>Date &amp; time of opening commercial bid</td>
<td>will be intimated to the technically qualified bidders by the client either through fax, E-mail or through letter.</td>
</tr>
<tr>
<td>10</td>
<td>Place of Pre-bid meeting, submission of document in physical form, display of specimen sample (two set of Teacher slate and two set of Students Slate) opening of technical &amp; commercial bids</td>
<td>Office of the State Project Director, State Project office SSA Mission – Sector – 17, Gandhinagar.</td>
</tr>
</tbody>
</table>
SECTION-II
INSTRUCTIONS TO BIDDERS

1. Introduction
The State Project Director Gujarat Council of Elementary Education Gandhinagar invite bids for supply of Slate for Teachers and Students of Pragna Primary School at 228 BRC (TALUKA) / 4 URC (CORPORATION) / 1 SPO Level in all districts and Four Corporation (AMC, VMC, RMC AND SMC) of Gujarat State. The no. of BRC (TALUKA) / URC / SPO to be covered to supply 20200 Slate for Teachers and 202000 Slate for Students of Pragna Primary School are approximately 229 locations and that may vary.

Basic pre-qualification criteria for the Agency to participate in the bid process are as under:
a) The bidding company should be in existence from at least last 4 years (i.e. 2009-10, 2010-11, 2011-12 and 2012-13)
b) Should have a minimum total turnover of Rs 150 lacs during last four year & Rs. 50 lacs in any one year during last four financial years.
   - Following enhancement factor will be used for enhancement of turnover.
     - 2009 -10 - 1.46
     - 2010-11 - 1.33
     - 2011-12 - 1.21
     - 2012-13 - 1.1

c) Should have experience in supply of Slat and should produce evidence for supply of Slate having value not less than Rs. 35 lac in Single work order during last 4 years. The bidder must bid for whole quantity. Partial bidding will disqualify the bidder & Produce evidence for supply of Slat having value not less than Rs. 15 lacs in Single work order during last 4 years.
d) e) The bidder has to furnish Bank solvency certificate of the current year (calendar year 2014) for an amount of minimum Rs. 40 lacs.
f) Joint venture between any other companies is not allowed.

1.1 All bids must be accompanied by document fee, Bid security as specified & specimen sample submitted on or before the prescribed date and time shown in schedule of e-tendering. Bids submitted without document fee, Bid security & specimen sample will be summarily rejected.

1.2 Interested and eligible Bidders may obtain further information or clarification from the State Project Office. Phone :079-23235069, 23235371, Fax :079-23232436; e-mail: ssagujact@gmail.com

2. Cost of bidding

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Gujarat Council of Elementary Education, herein after referred to as “the Purchaser” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Content of bidding documents
The set of Bidding documents comprises the documents listed below:
(a) Invitation for Bids (Section I)
(b) Instructions to Bidders (Section II)
(c) Scope of contract, specifications & drawing (Section III)
(d) General Conditions of Contract (Section IV)
(e) Qualification Criteria (Section V)
(f) District wise List of BRC / URC (Section VI)
(g) Bid Form (Table-I)
(h) Statement of Turnover (Table-II)
(i) Undertaking (Table-III)
(j) Details of Organisation (Table-IV)
(k) Statement of Past Performance (supply of Slate) (Table-V)
(l) Price Schedule (Table-VI)
(m) Sample format of certificate (Table – VII)
(n) Contract Form (Table-VIII)

4. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its Bid.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.

5.2 The amendment will be notified putting on web site & will be binding to all the bidders.

5.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in submission of their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

6. Language of Bid

6.1 All documents relating to the bid shall be in the English / Gujarati language only.

7. Documents Comprising the Bid

The Bid prepared by the Bidder shall be online submitted in ‘Two parts’ comprising the following components:

7.1 First part shall contain Technical Bid Comprising of:

7.1.1 Bid form as per Table I.

7.1.2 Technical Proposal,

The Technical Bid shall include the attested copies of the following documents to demonstrate that the bidder has the Financial & Technical capability necessary to perform the contract and meet the criteria outlined in the qualification requirements:

i. Attested copies showing the legal status, place of registration and principal place of business of the firm.

ii. Attested copies of documents showing that the firm had minimum total turnover of Rs 150 lacs during past four financial years & Rs. 50 lacs in any one year during last four financial years.

• Following enhancement factor will be used for enhancement of turnover.

  ➢ 2009-10 - 1.46
  ➢ 2010-11 - 1.33
  ➢ 2011-12 - 1.21
  ➢ 2012-13 - 1.1
iii. Attested copies of Audited financial Statements for the last four years i.e. 2009-2010, 2010-11, 2011-2012 and 2012-13.

iv. Documents showing that the Bidder has experience in supply of Slate having minimum value of Rs. 35 lacs in a single work order during last four years.

v. Statement of Turnover as per Table II.

vi. Statement of past performance of Bidder (Supply of Slate) as per Table V.

vii. Bank solvency certificate of the current year (calendar year 2014) for an amount of minimum Rs. 40 lacs.

7.1.3 The Bidders should display the specimen for slate for Teacher and Slate for Students to be supplied in two sets each for Teachers slate and Students Slate as per drawing & specifications given in the bidding document so that evaluating team can ascertain its quality. The specimen of Teachers Slate and Students Slate shall be sent to the State Project office simultaneously with the submission of Technical Bids. The sticker showing the name of firm shall be pasted on specimen to identify the firm whose specimen is displayed.

7.1.4 The first part i.e Technical Bid should not contain any cost information what so ever.

7.1.5 Document fee in the form of DD drawn on Nationalized Bank or Schedule bank in favour of State Project Director, SSA Mission, Gandhinagar payable at Gandhinagar shall be furnished in physical form along with technical bid.

7.1.6 **Bid Security** in the form of D.D drawn on Nationalized Bank or Schedule Bank in favour of State Project Director, SSA Mission, Gujarat, payable at Gandhinagar as per the instruction furnished under clause-11 shall also be furnished in physical form along with technical bid.

7.2 The **Second part** shall contain the Commercial Bid and should contain the detailed price offer for Slate to be supplied; Rates should be specified as per the Price schedule provided in Table-VI. This part shall be submitted online only.

8. **Price Quote in Commercial Bid**

8.1. Prices shall be indicated separately in the schedule as per the format.

8.2. Prices quoted by the Bidder shall be inclusive of all the taxes & shall be fixed during the bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. The Bidder must submit all the documents listed under Clause 7 and all the sub-clauses thereof, along with the Bid form as per Table I in physical form along with draft of document fee and Bid Security as per date & time shown in schedule of e-tendering. The specimen sample of Slate for Teacher and Slate for Students shall also be submitted along with technical bid in order to qualify for consideration in the opening of the Second part containing the PRICE SCHEDULE as per Table VI.

10. The assessment by the technical panel constituted by the purchaser as to the capability of the bidder is final. Further, the purchaser reserves the right to inspect the premises of the bidder for evaluation of their capability with reference to physical infrastructure available and other technical capabilities etc. if found necessary.
11. **Bid Security**

11.1 The Bidder shall furnish, as part of its Bid, Bid security of Rs. 2,10,000/- (Rupees Two Lacs Ten thousands only).

11.2 The Bid security is required to protect the purchaser against risk of Bidder’s conduct, which would warrant the forfeiture of security.

11.3 The Bid security shall be in Indian Rupees and shall be in the following form.

    A D.D issued by a Nationalised Bank or Schedule bank in favour of State Project Director SSA mission Gujarat payable at Gandhinagar.

11.4 Any Bid not secured in accordance with Clause 11.1, 11.2 and 11.3 above will be rejected by the Purchaser as non-responsive.

11.5 Unsuccessful Bidder’s bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the purchaser.

11.6 The successful Bidder’s Bid security may be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement.

11.7 The Bid security may be forfeited:

    (a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

    (b) In case of a successful Bidder, if the Bidder fails

        (i) To sign the contract agreement; and

        (ii) To furnish performance security.

12. **Period of Validity of Bids**

12.1 Bids shall remain valid for 150 days after the date of opening of commercial bid. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The bid security provided under Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13. **Submission of Bids**

13.1 The first part i.e Technical bid shall be submitted in physical form to the purchaser at the following address as below:

    The State Project Director,
    SSA Mission, Gujarat Council of Elementary Education,
    Sector-17, Gandhinagar
    Phone: 079-23235069, 23235063; Fax: 079-23232436;

13.2 The physical document of Technical bid shall indicate the name and address of the Bidder to enable the purchaser to return the same unopened to the bidders in case it is declared late.
13.3 The Bids and specimen sample must be delivered to the address as indicated in clause 13.1 at the above. Bids sent by Telex or Fax or E-mail will be rejected.

13.4 The specimen sample of the Slate for Teacher and Slate for Students shall also be sent to the State Project office at the time of submission of Bids. The Bids without the specimen sample will be kept unopened and will be returned to the bidder.

14. **Deadline for Submission of Bids**

14.1 Bids must be online submitted as per schedule of e-tendering specified in the Invitation for Bids (Section I).

14.2 The document in physical form should reach the purchaser on or before the date & time shown in schedule of e-tendering.

14.3 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

15. **Late Bids**

15.1 Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to clause 14, will be rejected and/or returned unopened to the Bidder. The purchaser will not be held responsible for the postal delay if any.

16. **Withdrawal of Bids**

16.1 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to ITB Clause 11.7

17. **Opening of Bids by the purchaser.**

17.1 The Purchaser will open the **FIRST part i.e Technical bid** and verify the specimen sample in the presence of Bidder or their authorised representatives who choose to attend, on the date & time shown in schedule of e-tendering at the address as shown below.

   State Project Office,
   SSA Mission, GCPE,
   Sector-17, Gandhinagar

The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time, date and location on the next working day.

17.2 The date on which **SECOND PART i.e Commercial Bid** would be opened will be intimated to the qualified bidders by the Purchaser either through fax or through letter.

17.3 The Bidders Names, Bid Withdrawals and the presence or absence of the requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening of Technical bid. **No Bid shall be rejected at bid opening, except late bids and bid without document fee & bid security & specimen sample of Teachers Slate and Students Slate which shall be returned unopened to the bidder pursuant to Clause 13 & 15.**
17.4 The Second part containing the Commercial Bid will be opened only for the Technically Qualified Bidder pursuant to clause 20.4. **The Second part i.e commercial bid of Bidders, who have not qualified in the technical evaluation will not be opened under any circumstances.**

17.5 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

17.6 The Purchaser will prepare minutes of the Bid opening.

18. Clarification of Bids

18.1 During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response thereof shall be in writing.

19. Preliminary Examination

19.1 The Purchaser will examine the Bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. **The purchaser’s determination of the responsiveness of a Bid will be based on the contents of the bid itself without recourse to extrinsic evidence.**

19.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity or through clarifications. Clause 18.1 will not be applicable in case of a non-responsive bid.

20. Evaluation and Comparison of Bids

20.1 The Purchaser will evaluate and compare the Bids, previously determined to be substantially responsive, pursuant to clause 19.2 above.

20.2 The Technical Evaluation Committee constituted by the Purchaser will evaluate the substantially responsive Technical Bids in pursuant of the Qualification Criteria listed under Section V. The Committee, on their discretion, may inspect the premises of the bidder for evaluation their capability with reference to physical infrastructure available and other technical capabilities etc. if found necessary.

20.3 The Technical Evaluation Committee will also evaluate the quality of specimen sample of Slate for Students and Slate for Teachers & its material demonstrated by the Bidder. Failure to demonstrate the specimen sample will entail disqualification of the bidder.

20.4 The Technical Evaluation Committee, in pursuant to clause 20.2 & 20.3 will evaluate the technical competency of the prospective Bidders and prepare a panel of Bidders, technically qualified to supply Slate for Teachers and Slate for Students. **The assessment by the Technical Evaluation Committee constituted by the purchaser as to the Technical Competency of the bidder will be final and binding to all substantially responsive Bidders.**
20.5 The Commercial Evaluation Committee, constituted by the Purchaser will compare and evaluate the Commercial Bids of the technically qualified Bidder to decide on the lowest evaluated Bid by application of the weighted evaluation method detailed later.

20.6 The Commercial Bids of technically qualified bidders alone will be opened and evaluated. The decision of Purchaser will be final in this regard. The final selection of the successful bidder from the technically qualified bidders will be done by considering both the price quoted and the technical capability using the following criteria and weightage:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Maximum Marks (Weightages)</th>
<th>Method of allotting marks for combined score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weighted Score for Commercial Bid</td>
<td>25</td>
<td>The Bidder with Lowest quote will be awarded 25 marks and other bidders will be awarded proportionately less marks (e.g. if the lowest quote is Rs. 1.00 lakh, the bidder quoting this price will get 25 marks. A Bidder quoting Rs. 1.20 lakh will get ((1.0/1.2) \times 25 = 20.83) marks)</td>
</tr>
<tr>
<td>2</td>
<td>Technical Score</td>
<td>75</td>
<td>The bidder with the maximum technical score will be awarded 75 marks and other bidders will be awarded proportionately less marks (e.g. if the highest technical score is 100, Bidder having this will get 75 marks. Bidder having technical score of 80 will get ((80/100) \times 75 = 60.00) marks)</td>
</tr>
</tbody>
</table>

Total Marks 100

All marks will be given rounded up to 2 decimals places. The bidder getting the maximum combined score out of 100 above a specific cut-off score (75 marks) will be short listed for further consideration.

20.7 The purchaser will negotiate the rates quoted by the bidder who secure maximum combined score as specified in 20.6 above. If the negotiation with this bidder is successful the award will be made to him and all other bidders notified. If negotiation fails and if it is concluded that a contract with reasonable terms cannot be concluded with the bidder having maximum score, the bidder obtaining the second highest score will be invited for negotiation. This process will be repeated till an agrid contract is concluded.

21. Acceptance or Rejection of Bids

21.1 The State Project Director, SSA Mission, GCEE, Gujarat reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

21.2 Any Bid with incomplete information is liable for rejection.

21.3 For each category of pre qualification criteria, the documentary evidence is to be produced duly attested by the Bidder, serially numbered and enclosed with the Bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection. The information of turnover shall be certified by the charted accountant & information about the experience to supply similar item i.e Slate for Teachers and Slate for Students shall be duly certified by the competent authority who has ordered to purchase the sale.
21.4 If any information given by the bidder is found to be false / fictitious, the bidders will be debarred for 3 years from participating in any other tenders of GCEE.

22. Award of Contract
22.1 Subject to ITB clause 21, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, has been evaluated to be technically competent by the Technical Evaluation Committee, and has been determined to have the highest evaluated score as per clause 20.6 above, by the Commercial Evaluation Committee; provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22.2 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 30 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions and / or to award the contract to more than one party.

23. Notification of Award
23.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by fax that its bid has been accepted. The notification of award will constitute the formation of the Contract.

23.2 Upon the successful Bidder’s signing of contract and furnishing of performance security, pursuant to ITB clause 24 & 25, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to clause 11.5

24. Signing of Contract
24.1. At the time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form, incorporating all agreement between the parties.

24.2. Within 10 (Ten) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as “Contractor”.

25. Performance Security
25.1. The Contractor will be required to furnish Performance Security amounting to 5% of the contract value in accordance with the Conditions of Contract in the form of D.D. or FDR of nationalized bank or Schedule bank or Bank Guarantee approved by finance Department GR no. EMD/10/2013/107/DMO, Dtd. 06/04/2013 drawn in favour of the State Project Director, SSA Mission, Gujarat payable at Gandhinagar. If Performance Security is in form of FDR or Bank Guarantee it must be for the period of 9 months and released or refunded after 3 months from the completion of work, date of final payment and within 10 (Ten) days of receipt of the notification of award of contract. The Performance Security is to be furnished along with the contract agreement duly signed by the Contractor.

25.2. If the rate quoted by the bidder found seriously unbalanced the employer shall ask for payment of additional performance security to protect the employers against financial loss.

25.3. If the Contractor fails to furnish the Performance Security in the format specified above within 10 (Ten) days and sign the contract agreement, as specified in clause 11.7, the Bid security furnished by such bidder will be forfeited.
25.4. The performance security furnished by the successful Bidder in respect of his/her bid will be returned to him/her at the end of 3 months from completion of work or date of final payment subject to the satisfactory performance of the contractual obligations.

25.5. If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, the Performance Security furnished by the Contractor will be forfeited.

26. Failure of the successful bidder to comply with the requirement of Clause 24.2 and 25.1 shall constitute grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

27. The Contractor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

28. Penalty and Termination for non-fulfilment of Contract

28.1. If the contracted assignment is not completed in full within the period as stipulated in the Contract Agreement, a penalty at the rate of 0.5% of the total contract value per week or part thereof will be levied from the date of expiry of the stipulated period. The total amount of penalty shall not exceed 10% of the contract value. The Contract may be terminated at the discretion of the Purchaser and at the risk and cost of the Contractor.

28.2. In the eventuality of termination for non-fulfilment of the contractual obligations, the Performance Security furnished by the Contractor will stand forfeited.
GCEE is keen to provide education to all children. The scheme to provide education facility is launched for the Welfare of children.

**Scope of Work:** The Bidder is required to provide approximately 202000 Slate for Students and 20200 Slate for Teachers at the designated 228 BRC, 4 URC AND 1 SPO. The BRC / URC/ SPO wise no. of slate for Teacher and no. of Slate for Students is enclosed with this Bid. The delivery of slate for Teacher and Slate for Students shall be accepted at BRC / URC/ SPO level by the concerned BRC/URC/SPO or representative authorised by him as per specification and conditions of contract.

**Technical Specification of Slate for Teacher and Slate for Students:**

1. **Slate for Teachers:**

<table>
<thead>
<tr>
<th>Items</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slate (For Student)</td>
<td>Slat should be with Tinpatti Frame in four side and both side. Slat Size : 12 x 12 inch (out to out). <strong>Tolerance : 0.3 inch</strong></td>
</tr>
<tr>
<td></td>
<td>Tinpatti (Tinfree) minimum 0.20 mm thick of Size : 0.5 x 0.5 inch in front size and backside</td>
</tr>
<tr>
<td></td>
<td>Frame should be fixed with four plastic <strong>corner</strong> with smooth finish and Aluminium Rivet</td>
</tr>
<tr>
<td></td>
<td>Thickness of Slat : 3 mm Material : Pine wood base MDF (Medium Density Fibre) Colour : <strong>Lead free Black Color</strong></td>
</tr>
<tr>
<td></td>
<td>▪ 24 inch Nylon String (Pack Separately)</td>
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<tr>
<td></td>
<td>▪ Surface should be writeable with Slate Pen and Chalk</td>
</tr>
<tr>
<td></td>
<td>▪ Hole :- Black Finish two holes on the top with 4 inch distance to hang the Slate</td>
</tr>
<tr>
<td></td>
<td>Line Printing :- One side : Plane Second Side : Line printing as per drawing given in Annexure-2 of tender</td>
</tr>
<tr>
<td></td>
<td>Packing : Each Slate in Plastic Bag and 20 Slates in one Corrugated Box of suitable size</td>
</tr>
</tbody>
</table>

2. **Slate (For Teacher)**

<table>
<thead>
<tr>
<th>Items</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size : 24 x 24 Inch <strong>Tolerance : 0.3 inch</strong></td>
<td></td>
</tr>
<tr>
<td>Thickness : 5.5 mm</td>
<td></td>
</tr>
<tr>
<td>Material : Pine wood base MDF (Medium Density Fibre) <strong>Color : Lead free Black Color</strong></td>
<td></td>
</tr>
<tr>
<td>▪ 4 Plastic corners with smooth finish and should be fixed with Aluminium Rivet</td>
<td></td>
</tr>
<tr>
<td>▪ Both Side : Plane</td>
<td></td>
</tr>
<tr>
<td>▪ Without frame</td>
<td></td>
</tr>
<tr>
<td>▪ 32 inch Nylon string : Pack Separately</td>
<td></td>
</tr>
<tr>
<td>▪ Surface should be writeable with slate pen and chalk</td>
<td></td>
</tr>
<tr>
<td>▪ Hole :- Black Finish Two Hole one on the top with 8 inch distance to hang the Slate</td>
<td></td>
</tr>
<tr>
<td>Packing: Each Slate in plastic bag and 10 slates in one Corrugated Box of suitable size</td>
<td></td>
</tr>
<tr>
<td>0.316”</td>
<td>0.90”</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
</tr>
<tr>
<td>0.269” Inner Gape</td>
<td>0.80”</td>
</tr>
<tr>
<td>0.609”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>0.451”</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.15”</td>
<td></td>
</tr>
<tr>
<td>0.43” Inner Gape</td>
<td></td>
</tr>
</tbody>
</table>
A. IMPLEMENTATION SCHEDULE:
The bidders must give their acceptance of the proposed implementation schedule in the Technical Bid. The duration for supply will be 65 days only.

B. PAYMENT:
Payment shall be made on production of receipt of slate for Teacher and Slate for Students either by BRC / URC / SPO of the concerned office or any representative authorised by Concerned BRC/URC/SPO. The sample format of certificate is as per Table.VII.

C. ASSIGNING OF THE CONTRACT IN WHOLE OR IN PART

The contractor shall not assign the contract in whole or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any part thereof is permitted.

D. PERFORMANCE SECURITY

The successful bidder will be required to submit a performance security equivalent to 5% of the total accepted tender value along with the contract agreement duly signed by contractor in the form of D.D. / FDR /Bank guarantee in favour of State Project Director payable at Gandhinagar.(Please Claus NO. refer 25.1)

E. CONDITIONS OF CONTRACT

- The contract shall be for the full quantity as described in BOQ.
- The rates quoted by Bidder shall be inclusive of all the taxes & shall be fixed for the duration of the contract and shall not subject to adjustment on any account.
- Slate for Teacher and Slate for Students to be supplied at 228 BRC / 4 URC 1 SPO as per list furnished. The same should be supplied to the satisfaction of the office of GCEE.
- The period to supply Slate for Teacher and Slate for Students shall be 75 days and shall not be extended.
- Bids with incomplete information or not in accordance with instructions or without Bid security are liable to the rejected.
- No equipment shall be removed from the office premises by the contractor without the concurrence of BRC / URC / SPO including for the purpose of placing Slate for Teacher and Slate for Students.
• The persons authorised by GCEE will have the right to inspect the Slate for Teacher and Slate for Students supplied by the Bidder for accessing its quality.

• The client shall appoint 3rd party consultant who shall inspect the Slate for Teacher and Slate for Students supplied by the supplier. Any defects pointed out by 3rd party consultant shall be corrected in consultation with QE Cell of this office.

• If required the person authorized by client and/or 3rd party consultant shall make visit of manufacturing process of the goods to be supplied and the defects if any noticed shall be corrected.

• One sample out of 2550 Slate for Students and One sample out of 10000 Slate for Teachers shall be tested by the 3rd party consultant. If such testing report is found satisfactory than 50% of testing charge will be borne by this office and remaining 50% by the supplier. The defects if any found in testing the materials shall be viewed seriously. Under these circumstances 100% testing charges shall be recovered from the supplier. Bidder is required to supply the Goods only after receiving the satisfactory testing report invariably. Goods supplied shall not be accepted and the agency has to remove the lot at his risk and cost. Moreover penalty as deemed fit shall also be imposed.
1. The **Technical Evaluation Committee (TEC)** constituted by the Purchaser will evaluate the Bids to determine the technical qualification and competence of the substantially responsive Bidders to prepare a panel technically qualified Bidder. The Commercial Evaluation Committee will evaluate the Commercial Bids of only this panel of Bidders and the Commercial Bids of the Bidders, not included in this panel will not be opened under any circumstances.

2. The Technical Evaluation Committee will use the following set of Qualification Criteria (QC), to determine the technical qualification and competence of the Bidder:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Qualification Criteria</th>
<th>Maximum Allowable Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>ISO Certified Company</td>
<td>05</td>
</tr>
<tr>
<td>ii)</td>
<td>Performance of Past experience for supply of Slate</td>
<td>05</td>
</tr>
<tr>
<td>iii)</td>
<td>Quality of specimen of Slate for Teacher and Slate for Students demonstrated</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

3. The Bidder shall have to obtain minimum 75 marks for technical qualification, failing which his commercial bid shall not be opened.
**SECTION VI**

**District wise no. of BRC / CRC / SPO**

<table>
<thead>
<tr>
<th>District</th>
<th>No. of BRC / URC / SPO</th>
<th>No. of Slate for Students to supplied</th>
<th>No. of Slate for Teacher to supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 AHMEDABAD</td>
<td>11</td>
<td>9750</td>
<td>975</td>
</tr>
<tr>
<td>2 AMRELI</td>
<td>11</td>
<td>9750</td>
<td>975</td>
</tr>
<tr>
<td>3 ANAND</td>
<td>8</td>
<td>7090</td>
<td>709</td>
</tr>
<tr>
<td>4 BANASKANTHA</td>
<td>12</td>
<td>10640</td>
<td>1064</td>
</tr>
<tr>
<td>5 BHARUCH</td>
<td>8</td>
<td>7090</td>
<td>709</td>
</tr>
<tr>
<td>6 BHAVNAGAR</td>
<td>11</td>
<td>9750</td>
<td>975</td>
</tr>
<tr>
<td>7 DAHOD</td>
<td>7</td>
<td>6200</td>
<td>620</td>
</tr>
<tr>
<td>8 DANG</td>
<td>1</td>
<td>890</td>
<td>89</td>
</tr>
<tr>
<td>9 GANDHINAGAR</td>
<td>4</td>
<td>3540</td>
<td>354</td>
</tr>
<tr>
<td>10 JAMNAGAR</td>
<td>10</td>
<td>8860</td>
<td>886</td>
</tr>
<tr>
<td>11 JUNAGADH</td>
<td>14</td>
<td>12410</td>
<td>1241</td>
</tr>
<tr>
<td>12 KHEDA</td>
<td>10</td>
<td>8860</td>
<td>886</td>
</tr>
<tr>
<td>13 KACHCHH</td>
<td>10</td>
<td>8860</td>
<td>886</td>
</tr>
<tr>
<td>14 MEHSANA</td>
<td>9</td>
<td>7980</td>
<td>798</td>
</tr>
<tr>
<td>15 NARMADA</td>
<td>4</td>
<td>3540</td>
<td>354</td>
</tr>
<tr>
<td>16 NAVSARI</td>
<td>5</td>
<td>4430</td>
<td>443</td>
</tr>
<tr>
<td>17 PANCHMAHAL</td>
<td>11</td>
<td>9750</td>
<td>975</td>
</tr>
<tr>
<td>18 PATAN</td>
<td>7</td>
<td>6200</td>
<td>620</td>
</tr>
<tr>
<td>19 PORBANDAR</td>
<td>3</td>
<td>2660</td>
<td>266</td>
</tr>
<tr>
<td>20 RAJKOT</td>
<td>14</td>
<td>12410</td>
<td>1241</td>
</tr>
<tr>
<td>21 SABARKANTHA</td>
<td>13</td>
<td>11520</td>
<td>1152</td>
</tr>
<tr>
<td>22 SURAT</td>
<td>9</td>
<td>7980</td>
<td>798</td>
</tr>
<tr>
<td>23 SURENDRANAGAR</td>
<td>10</td>
<td>8860</td>
<td>886</td>
</tr>
<tr>
<td>24 TAPI</td>
<td>5</td>
<td>4430</td>
<td>443</td>
</tr>
<tr>
<td>25 VADODARA</td>
<td>12</td>
<td>10640</td>
<td>1064</td>
</tr>
<tr>
<td>26 VALSAD</td>
<td>5</td>
<td>4430</td>
<td>443</td>
</tr>
<tr>
<td>27 Ahmedabad Corporation</td>
<td>1</td>
<td>890</td>
<td>89</td>
</tr>
<tr>
<td>28 Rajkot Corporation</td>
<td>1</td>
<td>830</td>
<td>83</td>
</tr>
<tr>
<td>29 Surat Corporation</td>
<td>1</td>
<td>890</td>
<td>89</td>
</tr>
<tr>
<td>30 Vadodara Corporation</td>
<td>1</td>
<td>870</td>
<td>87</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>202000</strong></td>
<td><strong>20200</strong></td>
</tr>
</tbody>
</table>
Table-I

BID FORM

To
The State Project Director
SSA Mission, GCEE,
Sector-17, Gandhinagar

Sir/Madam,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged we, the undersigned, offer to provide Slate for Teacher and Slate for Students as per specification at BRC /URC /SPO level in all districts of Gujarat in conformity with the Bidding document as per the price schedule in Table VI.

We undertake, if our bid is accepted, to provide Slate for Teacher and Slate for Students in accordance with the terms and conditions in the bidding document.

If our bid is accepted we will furnish Performance Security Deposit as per Tender Clause No.25 and its sub clauses for a sum equivalent to 5% of the Contract value.

We agree to abide by this bid for a period of 150 days after the date fixed for opening of Commercial bid under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _________ day of____________2014.

Signature :______________________________
(in the Capacity of) :______________________
Duly authorized to sign bid for and on behalf of

_______________________________________
TABLE-II
STATEMENT OF PAST PERFORMANCE
(Performa for performance statement for a period of last four years i.e. 2009-2010, 2010-11, 2011-12 and 2012-13)

<table>
<thead>
<tr>
<th>Sr. NO.</th>
<th>Financial Year</th>
<th>Turnover (Rs. In Lacks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2009/10</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2010/11</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2011/12</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2012/13</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder____________________________

Note : Please attach year wise audited report by way of documentary proof.
To
The --------------- Director
-------------------------------------------------
-------------------------------------------------
Sir/Madam,

We M/s………………………………………. (Name of the bidder) hereinafter called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to provide Slate for Teacher and Slate for Students at BRC /URC / SPO Level in all districts of Gujarat State.

Yours faithfully

Signature & Seal of the Bidder

Place :
Date :
### TABLE-IV

DETAILS OF THE SUPPLYING COMPANY

| a) Name of the Company: |
| b) Registered Address: |
| c) Year of Establishment: |
| d) Details of Registration / Incorporation |
| e) List of equipments and machinery: |

PLACE:

DATE: SIGNATURE OF AUTHORISED PERSON WITH SEAL
### TABLE-V

**STATEMENT OF PAST PERFORMANCE – Supply of Slate**

(Performance statement for a period of last four years i.e. 2009-2010, 2010-11, 2011-12 and 2011-12)

<table>
<thead>
<tr>
<th>Organisation or Govt. Dept for which the supply of Slat was provided</th>
<th>Year of Supply of Slate</th>
<th>Contract No. &amp; date</th>
<th>Description of the contract</th>
<th>Value of Contract</th>
<th>Period of performance of Contract</th>
<th>Whether contract is completed satisfactorily yes/no</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder_____________________________________

Note: Please attach certificate from the employer by way of documentary proof
TABLE VI
PRICE SCHEDULE – SSA/PRGNA/SLAT/01

To
The State Project Director
State Project Office
SSA Mission
Sector – 17, Gandhinagar

Sir/Madam,

We the undersigned, offer to quote the rates supplying Slate for Teacher and Slate for Students as per attached design, drawing & specifications at relevant schools.

<table>
<thead>
<tr>
<th>SR</th>
<th>Description of Item</th>
<th>Qty (Nos.)</th>
<th>Rate Per Unit (In Rs.)</th>
<th>Total Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supplying Slate as per attached design, drawing &amp; specifications at relevant BRC /URC/SPO. For Students</td>
<td>202000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For Teachers</td>
<td>20200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amount in Rs. (In Words) …………………………………………………………………………………………………………………

CONDITIONS:

i. We undertake, to supply Slate for Teacher and Slate for Students, if our Tender is accepted for supplying Slate for Teacher and Slate for Students at BRC /URC /SPO Level in all districts of Gujarat in accordance with the terms and conditions in Tender document.

ii. If our Tender is accepted we will furnish Performance Security Deposit as per Tender Clause No.25 and its sub clauses for a sum equivalent to 5% of the Contract value.

iii. We agree to abide by this Tender for a period of 150 days after the date fixed for opening of Commercial bid and shall remain binding upon us and may be accepted at any time before the expiry of that period.

iv. Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

vi. We understand that you are not bound to accept a lowest offer that you may receive.

vii. Rates quoted shall be inclusive of supply, transportation & all other taxes.

Dated this________day of__________2014

Signature

(Name and address of the Bidder with Seal)
(In the capacity of___________ Duly authorized to sign the Tender for and on behalf of)

Note: The price bid as per table VI above shall be submitted online only
TABLE-VII

Sample Format of Certificate

Certified that ___________ Nos. of Slate for Teachers and ______Nos. of Slate for Students at ____________ BRC / URC / SPO, Taluka __________________________, District __________________________ have been received in good conditions. The goods received are as per approved design, drawing & specification.

Signature of BRC/ CRC/ SPO

OR His / Her Authorised Representative

Date :

Place :
THIS AGREEMENT made the ................ day of ............ 20....... . Between
................................................ (Name of Purchaser) of ................................................ (Country Purchaser)
(hereinafter “the Purchaser”) of the one part and ................................................ (Name of Supplier) of ......................... (City and Country of Supplier) (hereinafter called “the Supplier”) of the
other part :

WHEREAS the Purchaser is desirous that certain Goods viz. ................................................ (Brief description of Goods) and has accepted a bid
by the Supplier for the supply of those goods in the sum of ................................................ (Contract Price in Words and Figure)
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS :

1. In this agreement words and expression shall have the same meanings as are respectively assigned to
them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement,
viz :
   (a) the Bid Form and the Price Schedule submitted by the Bidders;
   (b) the schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.

3. In considerations of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned,
the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein
in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the
remedy of defects therein, the contract price or such other sum as may become payable under the
provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which will be supplied/provided by the Supplier are as under:

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>BRIEF DESCRIPTION OF GOODS</th>
<th>QUANTITY TO BE SUPPLIED</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>DELIVERY TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Slate for Students as per approved Specification and Design</td>
<td>202000</td>
<td></td>
<td></td>
<td>At BRC / URC /SPO level in all Districts of Gujarat within 65 days from the date of work order</td>
</tr>
<tr>
<td>02</td>
<td>Slate for Teachers as per approved Specification and Design</td>
<td>20200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Value :

Delivery Schedule : 75 days from the date of Work order

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their
respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said.........................................................(For the Purchaser)

In the preference of
Signed, Sealed and Delivered by the
Said.........................................................(For the Supplier)