

Tender Document

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.

TENDER DOCUMENT FOR PROCUREMENT OF LCD TVs/MONITORS



(Tender No: HPSEDC/CC/LCD-2K10)

**H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD,
RATTAN KUNJ, KHALINI,
Shimla – 171002**

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INVITATION FOR BIDS

This invitation of bids is for procuring LCD TVs/Monitors for Schools under Sarva Shiksha Abhiyan and other Government Departments/ PSUs in Himachal Pradesh. The likely quantity will be approximately 350 numbers (+/- 20%) in the first instance. There are orders in the pipeline to the tune of 900 more units. Such additional requirements of the State Government and its autonomous bodies (Boards, Corporations etc) in the year 2010-11 may also be met on the basis of this Tender.

The Bids will be submitted in two cover system as under:

1. Prequalification cum Technical Bid
2. Commercial Bid

Note: The bidders must place their prequalification cum Technical bid and commercial bids in duplicate in two separate envelopes super scribed with separate bid titles. Both copies should be separately marked as original copy and first copy respectively. Thereafter both the copies should be placed in single sealed cover super scribing the wording "Prequalification cum Technical bid and "Commercial Bid" not to be opened before **18.5.2010**

Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The cost of the bid document is Rs.1000/- which can be paid in the office of HPSEDC (CASH or DD), Khalini, Shimla on any working day between 10AM to 5 PM from 03.5.2010 to 17.5.2010 or The cost can be enclosed in the shape of DD favouring MD, HPSEDC, Shimla. The bids not accompanied by tender bid cost shall be out rightly rejected.

This Tender document is not transferable.

Schedules for Invitation to Tender:

- a) Last date of issue of tender document: **17.05.2010**
- b) Time and date for receipt of Tender: Up-to **1.30 P.M. on 18.5.2010**
- c) Place, Time & Date of opening of Pre-qualification cum technical bids: **18.05.2010 at 3.00** P.M. in the Office of Managing Director, **HPSEDC**, Rattan Kunj, Khalini, Shimla-171002.
- d) Validity of the Tender: 120 days from the date of opening of bids.

Note: HPSEDC shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

1. PRE-QUALIFICATION CUM TECHNICAL BID

SCOPE OF WORK

- 1) To supply 32"/40" LCD TV/Monitors in 320 Schools and 13 DIETS/SIEMAT under SSA and other Government Departments/ PSUs in Himachal Pradesh. The LCD TV/Monitors will be supplied FOR destination in each of the designated locations directly and the successful bidder will have to integrate the LCD TV/Monitor with the existing Computer Hardware without any additional charges.
- 2) Supplied with comprehensive onsite warranty of three years from OEM.

A. ELIGIBILITY CRITERIA FOR PREQUALIFICATION AND TECHNICAL PARAMETERS FOR BIDDERS

PRE-QUALIFICATION CRITERIA

- I. Bidder should be manufacturer or authorized distributor/dealer or large scale system integrator of the required LCD TV/Monitor. he will be required to enclose an undertaking **Proforma 'A'** from the O.E.M. An Authorized Signatory of the O.E.M. as

- per its internal regulations should sign this Undertaking. An OEM can give Single Authorization to only ONE company.
- II. The Manufacturer/Bidder should have office in Shimla/ Chandigarh for last five years and the brand should be available in the market for atleast last five years.
- III. The Bidder/OEM for LCD TV/Monitors must have supplied minimum 500 Nos. of TV's/Monitors in a Single order to any Govt./ Semi Govt./PSU/BFSI organization only and supply orders from Private/Corporate Customers shall not be considered. Details of the Installation Base Govt./ Semi Govt./PSU/BFSI organizations be given in **Proforma-C**. A copy of Supply Order must be enclosed as proof to establish his capability to execute this order by showing satisfactory/ timely delivery and installation TV's/Monitors.
- IV. The annual turnover (average figure in terms of sales of quoted Product range) of the OEM whose LCD TV/Monitors are sought to be supplied, should be minimum Rs. 700 Crores in India for each of the last three years. In case of dealers, the turnover should be Rs. 10 Crores in each of the last three years. Financial data of the last three years in the format given in **Proforma 'B'**, Audited Balance Sheets, Profit & Loss Accounts and proof of submission of Income tax return upto 31/03/2009 also need to be enclosed.
- V. In case bidder is a dealer, both the turn over clause (meant for manufacturer and dealer) will be applicable.
- VI. In case the product is registered with any State Govt, Central Govt or DGS & D then the bidder should submit documentary proof of the same with the prequalification cum Technical bid.
- VII. The Bidder should already have minimum Five Service Centers in the State of Himachal Pradesh. The bidder should give detailed address along with name address and phone numbers of the service centres as per **Proforma-B**. The Purchaser's discretion regarding reasonableness of support base shall be final.
- VIII. **Earnest Money Deposit: EMD of Rs. 5.00 (five) Lacs** in favour of MD, HPSEDC, Shimla by Demand Draft from any Nationalized/Scheduled Bank. The EMD of successful bidder(s) will be refunded after execution of complete order and submission of Performance Bank Guarantee after signing of formal agreement with HPSEDC. The EMD of others bidders will be refunded within one month from the date of finalization of Supply Order.
- IX. Declaration in **Proforma 'D'** by an authorized signatory to the effect that all conditions contained in the Tender Document are acceptable to the Bidder. Such an authorization may be seen during scrutiny of bids.
- X. Declaration in **Proforma 'E'** that the Bidder has not been debarred/blacklisted by any reputed Government/ Semi-Government organization for quality of services/product and that there is no major complaint against the quality of service/ products by any organization mentioned in this clause.
- XI. The Bidder can choose to have a separate Authorized Service Provider (ASP). There is no turnover criterion for the ASP but it should provide the first level of OEM's support which is fully backed up by the O.E.M. by means of a written understanding regarding maintenance. However, the Purchaser shall have the final discretion in this regard and can even ask for a trilateral agreement with the Bidder and the OEM in such cases to ensure timely delivery and maintenance.

XII. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

B. TECHNICAL PARAMETERS

- (i) Technical Compliance for the quoted model as per specifications given at **Proforma-G**
- (ii) Product catalogues/Technical Brochures 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.
- (iii) Latest certifications like Energy Star 3.0/Energy Star 5.0, CE and ROHS compliance must be enclosed for the quoted model.
- (iv) Valid ISO 9001, ISO 14001, Certifications must also be enclosed for the OEM.
- (v) Competitive advantages in terms of features of the quoted Product.
- (vi) A statement regarding support base in the region.

2. COMMERCIAL BID:

The Commercial Bid shall consist of:

- 1. Price Bid in **Proforma-H** with three years Comprehensive ONSITE warranty (Including labour and Spares) inclusive of all Taxes, Govt. levies, Delivery Charges, Freight, Insurance and Installation Charges for Delivery FOR Destination any where in the state of Himachal Pradesh.
- 2. Under taking of rates as per **Proforma F** indicating that it has not supplied the quoted model of the product at a lesser price in any Govt. organization in India.

3. OTHER TERMS AND CONDITIONS (FORMING INTEGRAL PART OF THE TENDER DOCUMENT).

- 1. Technically qualified bidder will only be eligible for the opening of commercial bid.
- 2. The successful bidder(s) will make the supply of LCD TV/Monitors FOR destination/ each of the Schools/DIETs directly.
- 3. **Delivery Period:**
 - 1) Four to six weeks from the date of placement of supply order for all the locations except Kinnaur, Lahaul & Spiti, Pangi & Bharmour in Chamba Distt .
 - 2) For Kinnaur, Lahaul & Spiti, Pangi & Bharmour in Chamba Distt, the delivery period shall be six to eight weeks from the date of placement of supply order.
- 4. **Delay in the Supplier's Performance:**
 - 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 or in the supply order.
 - 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) imposition of liquidated damages @ 1% per week of the unfulfilled order, (ii) termination of the contract and risk purchase at Supplier's risk, (iii) initiation of any other legal proceedings.
 - 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.

- 5 The bidder will integrate the LCD TV/Monitor with the existing Computer Hardware without any additional cost.
6. **Billing Procedure:**
- 1) The supplier should preferably have a Billing location in the State of Himachal Pradesh. In such case the Billing is to be done in favour of MD, HPSEDC, Shimla inclusive of local VAT.
 - 2) In other case the Billing will be done in favour of MD, HPSEDC against C-form. The CST will be included in the price for comparison.
7. **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.
8. **Payment:** Payment shall be made in two installments.
- 1) First Installment: The Bidders should quote their rates in Schedules. First Installment of 85% will be paid after delivery of the Goods at the prescribed destinations and submission of receipt of duly acknowledged delivery challans & invoice, as required by the Purchaser.
 - 2) Second Installment: Remaining amount of 15% of the order value shall be paid after submission of satisfactory installation report of LCD TV/Monitors and submission of Performance Guarantee for proper maintenance during warranty period. If the installation is delayed beyond 45 days on account of site not being ready (or any other reasons entirely attributable to the Purchaser) or any other reason attributable to the Purchaser, 2/3rd of the remaining payment (i.e. 10% of the order value) shall be released to the Supplier. In such an unlikely event of the site not being ready, the remaining amount of 5% also can be released if an unconditional Bank Guarantee (valid for 6 months) of equal amount is given.
- 9 **Performance Security:**
- 1) Performance Security @ 10% of the order value for delivery/installation and maintenance during warranty period against the supply orders placed by the purchaser shall be submitted before the claim of 15% payment is submitted after installation or site not ready certificates.
 - 2) 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 or forfeit the submitted BG in addition to initiating any other legal proceedings.
 - a) The Performance Security shall be given in one of the following forms:
 - b) An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.
 - c) The Performance Security, regarding delivery & installation and maintenance during warranty period 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.

10. **WARRANTY**
Three years comprehensive onsite warranty (including labour and spares). The manufacture will give an undertaking that the warranty commitment is from the OEM. However OEM can provide service from their authorized service provider.
11. HPSEDC will sign Agreement with successful bidder(s) for supply and after sales support.
12. The Technical Committee will take demonstration of LCD TV's/Monitors monitors of brands offered by the various bidders before opening of the commercial bids to evaluate the product in terms of specifications and acceptability of the brand.
13. The product to be offered should withstand the climatic conditions like Relative Humidity, Temperature etc. of the State of Himachal Pradesh.
14. The Technical specifications may be fine tuned on the basis of discussions with various Bidders during the Technical Bid evaluation process or otherwise. The revised commercial bids, if required, would then be called on the basis of fine tuned specifications.
13. Conditional bids shall not be entertained.
14. The Bidder shall bear all costs associated with the preparation and submission of its bid and H.P. S E D C will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.
15. Bids once submitted cannot be amended. However, in some circumstances (such as 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 Commercial Bids.
16. 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.
17. 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.
18. **Subcontract:**
 - 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.
 - 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 or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.
19. **Termination for Default:**
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.
 - a. 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 or
 - b. if the Supplier fails to perform any other obligation under the

Contract.

- c. In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate.

20. **Force Majeure:**

- a) Notwithstanding the provisions of this tender document, 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.
- b) 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.
- c) 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.

21. **Standards:**

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

14. MD, HPSEDC reserves the right to accept/reject any or all of the Bids without assigning any reason thereof.
15. All the disputes shall be subject to Shimla Jurisdiction only.

PROFORMA — A

(Declaration by the O.E.M.)

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
Rattan Kunj, Khalini, Shimla-2.

Subject : Authorisation to a distributor/dealer/SI for Enquiry No. _____

Dear Sir,

Please refer to your Enquiry for procurement of LCD TV/Monitors, M/S _____ (Bidder), who is our reliable distributor for the last _____ years, is hereby authorized to quote on our behalf for this prestigious tender. M/S _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of LCD TV's/Monitor.

1. The machines/ equipment supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/S _____ (Bidder) shall not be allowed to do any hardware integration on our machines.

2. It will be ensured that in the event of being awarded the contract the machines will be delivered by M/s _____ (Bidder) & maintained by M/S _____ (ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ necessary technical support including technical updates, & spares to the ASP. If M/S _____ fails to maintain the machines for any reason whatsoever, we shall make alternative arrangements for proper maintenance of these machines during the warranty/ AMC period. During the period of 3 years' warranty, we shall provide full support back up to the Bidder/ ASP. It is, however, clarified that the spare parts (as such or by way of full machines) for AMC during 4th to 6th year (i.e. AMC period) will be provided to the Bidder/ASP on rates and terms and conditions that are agreed upon mutually with the Bidder/ ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of equipment do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during AMC period.

3. If due to any reason whatsoever, the tie up between our Company & M/S _____ (Bidder) or M/s _____ (Distributor/Dealer/SI) breaks down subsequently, we shall make necessary alternatives arrangements for honouring the terms of the contract.

Yours truly,

Name : _____

Designation : _____

Company : _____

Date :

PROFORMA - B

I. Financial Parameters

1. Net worth as on 31-03 -08 and 31-03-09
2. (PBT) Profit before taxes for the last three years.
3. (PAT) Profit after taxes for the last three years.
4. Income Tax clearance Certificate.
5. Turn-over during the last 3 financial years.

II. Growth Profile

- (i) Percentage increase in t/o from 2005-06 to 2006-07
- (ii) Percentage increase in t/o from 2006-07 to 2007-08
- (iii) Percentage increase in t/o from 2007--08 to 2008-09

III. Installation Base and Regional Spread

IV. Customer Support and Service

Details of the Service Centres in H.P.

Sr.No	NAME & COMPLETE ADDRESS OF THE SERVICE CENTRE	CONTACT DETAILS	NUMBER OF YEARS INEXISTENCE	REMARKS
1.	Diploma Holders			
2.	Others			

(i) Number of engineers and their qualification

Sr.No	Qualification	PHONE Numbers	Experience	Break Up	Special Attributes
1.	Diploma Holders				
2.	Others				

(ii) Inventory of critical components maintained at _____

- \$ Indicate number of Engineers in Shimla / Chandigarh

PROFORMA - B

DETAILS OF INSTALLATION BASE

S.No.	Organization(\$)	Number of TV/Monitor	Value	Date of Order	Current Status
1.					
2.					
3.					
4.					

* Give latest position regarding installation and arrangement for after sales support.

\$ Give telephone/ fax No/ E- mail address and address of the Service Engineers.

PROFORMA - D

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

To,

**The Managing Director,
H.P. State Electronics Development Corporation Ltd.,,
Rattan Kunj, Khalini, Shimla- 171002.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Enquiry No _____ regarding procurement of LCD TV/Monitors for the government of Himachal Pradesh. I declare that all the provisions/Terms and Conditions of this Tender Document are acceptable to my Company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA - E

DECLARATION REGARDING PAST PERFORMANCE

To,

**The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
Rattan Kunj, Khalini, Shimla-2.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Enquiry No. _____ regarding procurement of LCD TV/Monitor for the government of Himachal Pradesh. 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.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA - E
UNDERTAKING OF RATES

To,

**The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
Rattan Kunj, Khalini, Shimla-2.**

Sir,

We do hereby confirm that the rates quoted by us are the lowest possible and we have not quoted less rates to any other Government Organization/PSU under similar terms and conditions any where in India. In case it is found at a later stage that the rates quoted to HPSEDC than the double amount of the difference shall be payable to HPSEDC and all the future orders shall be placed on the reduced rates by HPSEDC.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA — G

Specifications for 32" LCD TV/Monitor	
Description	Minimum Specifications required
Size	32" LCD Display or better
Resolution	1366 X 768 DPI or better
Brightness	450cd/m ² or better
Dynamic Contrast Ratio	40,000:1 or better
Response Time	8 ms or better
Connectivity	VGA ,Composite ,HDMI
Viewing Angle	Minimum 176 degree (H) & 176 degree (V)
Speakers	5 watts X 2 or better
Warranty	3 Years Comprehensive Onsite
Accessories	The Display should be supplied with Power Cord ,IR Remote control(With Battery),VGA Cable and MANDATORY Wall Mount.
Certification	Energy Star 3.0/ 5.0 Certificate for the quoted model.
Input	The display should be capable of showing TV and PC Input.

Specifications for 40" LCD TV/Monitor	
Description	Minimum Specifications required
Size	40" LCD Display or better
Resolution	1920 X 1080 dpi or better
Brightness	450cd/m ² or better
Dynamic Contrast Ratio	40,000:1 or better
Response Time	8 ms or better
Connectivity	VGA ,Composite ,HDMI
Viewing Angle	Minimum 176 degree (H) & 176 degree (V)
Speakers	10watt X 2 or better
Warranty	3 Years Comprehensive Onsite
Accessories	The Display should be supplied with Power Cord ,IR Remote control(With Battery),VGA Cable and MANDATORY Wall Mount.
Certification	Energy Star 3.0/5.0 certificate for the quoted model.
Input	The display should be capable of showing TV and PC Input.

PROFORMA -H

PRICE SCHEDULE

(To be completed by Manufacturers or their Distributors)

S. No.	BRIEF DESCRIPTION OF THE ITEM	UNIT PRICE	QUANTITY	TOTAL FOR PRICE (INCLUDING ALL TAXES, LEVIES, DUTIES, FRIEGHT, INSURANCE, INSTALLATION ETC.) *

Date :

Signature :

Place :

Name :

Designation :

Seal :