

H.P. STATE CIVIL SUPPLIES CORPORATION LIMITED.
BLOCK 16 &17, SDA COMMERCIAL COMPLEX, KASUMPTI SHIMLA-9
(HIMACHAL PRADESH) (INDIA)

Phone No. 0177-2621583
0177-2620539

Email: himapurimd@gmail.com
medicinebranch13@gmail.com

**EXPRESSION OF INTEREST FOR SUPPLY OF TURPAULINS, GI, CGI,
COLOR COATED SHEETS & PVC SHEETS**

Himachal Pradesh State Civil Supplies Corporation Limited, Shimla invites Expression of Interest from Original Manufacturers (OMs) for supply of tarpaulins, GI, CGI, Color Coated sheets, PVC sheets for a period of two years i.e. 2022-23 & 2023-24. The detailed notice, list of items, documents and other instructions can be downloaded or viewed online from the portal <https://himapurti.in>. The last date of submission of offline Expression of Interest, Earnest Money Deposit, document fee and processing fee shall be till 04.04.2022 by 04:00 PM. The Expression of Interest (EoI) shall be opened 05.04.2022 at 11:00 AM.

Managing Director



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1. CALENDER OF EVENTS

The following table enlists important timelines for completion of bidding activities;

Sr. No	Timeline	Date & Time
1.	Date and Time of Online Publication	15.03.2022
2.	Downloading of EoI Documents	15.03.2022 to 04.04.2022
3.	Date of Submission of EoI	Till 04.04.2022 upto 5:00 PM
4.	Submission of Earnest Money, Cost of EoI documents & processing fees.	Till 04.04.2022 upto 5:00 PM
5.	Date of opening of EoI	05.04.2022 at 11 A.M.

2. SCOPE OF WORK

The Scope of work shall include:

Sr. No.	Name of Item
1	Tarpaulins
2	GI Sheets
3	CGI Sheets
4	Color Coated Sheets
5	PVC Sheets

BIDDING TERMS AND CONDITIONS

General:

1	The bidder shall have to submit the certified copies of all requisite documents, detail of EoI document, proof of cost of deposit of EoI documents and earnest money deposit with the Technical Bid. All the pages of the EoI documents must be signed. The EoI documents as well as other requisite documents, duly signed shall have to be submitted on web portal https://hptenders.gov.in
2	The technical bids submitted by the bidders will be opened on 05.04.2022 at 11:00 a.m.
3	No conditional EoI will be accepted.
4	The bidder shall mention price of the quoted items in the format specified .

5	<p>(1) The Bidder shall have to submit the list/brochure/catalogue of items alongwith their item code/model number and the specifications of the particular product.</p> <p>(2) In case, HPSCSC receives requisition/demand from any user department/organization in respect of any product which is not mentioned in price list of the bidders, in that case HPSCSC shall obtain the price rate list in respect of the same from other empanelled bidders.</p>
6	<p>Rates offered by the empanelled bidders shall be fixed for two years so that these products can be offered to the user department on competitive pricing. Only original manufacturers will submit the EoI however they can authorize their channel partners to supply on their behalf. The agreement shall be entered into only with original manufacturers.</p>
7	<p>The procurement of all items will be subject to its quality, warranty and strictly as per demand /selection/acceptance of the user department from the Empanelled Suppliers.</p>
8	<p>The Corporation may empanel more than one supplier for supply of a product keeping in view the rate, quality and demand of such item.</p>
9	<p>(1) The Empanelled Supplier shall have a Turnover for the last three financial years (minimum average turnover should not be less than Rs. Fifty Lakh in case Tarpaulins and Rs. 5 Crore in case of GI, CGI, Color coated & PVC sheets for last three financial years) duly certified by the practicing Chartered Accountant for the financial years i.e. 2018-19, 2019-20 and 2020-21.</p> <p>(2) The Empanelled Supplier will provide catalogue with specification, model no. etc. to the Corporation and same will be provided to the concerned indenting officers/offices/userdepartments.</p> <p>(3) The user department can select the items as per their requirement.</p> <p>(4) The Corporation will place the supply order with the approved Empanelled Supplier on the receipt of confirmed demand from the indenting officers/offices/user Departments. The approved Empanelled Supplier shall arrange required items directly to the indenting Officers/offices/User Agency as per terms & conditions of the supply order. The payment to the approved Empanelled Supplier will be made after supply, installation, complete in all respect to the User Department on receipt of actual bill/bills by the indenting officers/offices/User Agency.</p> <p>(5) The freight and unloading up to the indenting officer would be included in the rates offered. The Corporation will release the payment to approved Empanelled Supplier as per the provision of GST Act, and TDS provisions under income tax act as applicable, after deducting Corporation's margin/commission.</p>

	<p>(6) The rates of all the items must be quoted on FOR basis with installation at the premises of user department.</p> <p>(7) The EMD of the bidders will be converted into performance security. The bidders will deposit 5% performance security with HPSCSC in case the supply order exceeds 20 lacs. The performance security will be refunded after completion of rate contract and successful execution of supply orders.</p> <p>(8) No quantity is guaranteed and will depend upon demand of the user department.</p>
10	The bidder shall have no right to withdraw his offer, once submitted.
11	The bidder must not be blacklisted by any Central, Union Territory or State Government Organization or any Government Procurement Agency as well as convicted by any Court of Law and the period of blacklisting should not be in force as on the last day of the EoI. An affidavit as per Annexure-II , duly notarized, in respect of information desired under this condition must be submitted.
12	The Empanelled Supplier shall ensure that supplies of items are made under the overall provisions of GST Act and rules made there under.
13	The Empanelled Supplier shall abide by all the payment terms and conditions settled by the Corporation.
14	The Empanelled Supplier shall not sell any items in the open market below the rate offered to the Corporation and Government departments.
15	Any penalty, fee, levies or the levies if any, levied by any authority due to non-compliance of any law shall solely be to the account of the Empanelled Supplier.
16	The Managing Director, HP State Civil Supplies Corporation Ltd., reserves the right to cancel/terminate EoI without assigning any reason at any time.
17	The earnest money of Empanelled Supplier shall be converted into Performance Security Deposit. The performance security shall remain valid for a period of two years.
18	In case, if the Empanelled Supplier fails to supply the products to the indenting department, the Corporation shall be at liberty to impose penalty which may include forfeiture of security amount.
19	Loading from the station of dispatch and unloading of items at the location of indenting offices shall be the sole responsibility of the Empanelled Supplier.
20	(1) The successful Empanelled Supplier shall have to supply items as per the specifications, selection of user Department and supply order placed by the HPSCSC to the Empanelled Supplier within 21 days, failing which liquidated damage (LD) for delayed supply will be imposed

	<p>as per Clause no: 21 (2).</p> <p>(2) In case of non-supply/delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be computed @ 0.3% for 1stweek, @ 0.5% for 2ndweek, @ 1% for 3rd week of the quantity of delayed supply from the approved Empanelled Supplier.</p>
21	The Successful/Empanelled Supplier/Suppliers shall have to execute an Agreement with the Corporation within 10 days from the date of intimation.
22	Price Variation Clause: -During the validity of the empanelment including the extended period, if the Supplier sells any empanelled item to any other department/organization at a price lower than the price fixed for indenting agency, the Supplier must voluntarily pass on the price difference to indenting officers/offices/user Agency under intimation to H.P.State Civil Supplies Corporation Ltd.
23	Manufacturing Standards and Quality Assurances: - The Supplier shall deliver products in accordance with Indenting offices/officers/User Agency requirements and Industry Standards as applicable.
24	<p>Force Majeure: -If at any time during the continuance of this agreement the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, terrorist activities, disturbed law and order situation, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, natural calamities, strikes, lock outs, or acts of GOD (herein after referred to as “event”) provided notice on happening of any event is given by reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance and deliveries under the agreement.</p> <p>The agreement shall be resumed as soon as practicable after event has come to an end or ceased to exist, provided further that if performance in whole or part of any such event for a period exceeding 180 days either party may at its option terminate the agreement.</p> <p>During the continuance of any such event each party shall make reasonable efforts to avoid or remove the causes of such non-performance or delayed performance.</p>
25	<p>(1) In case of inter-state supplies of items mentioned in tender, the IGST provisions under GST Act & Provisions thereunder shall be applicable and billing shall be made accordingly by mentioning the GSTIN number of Corporation (GSTIN No: 02AABCH4054K1ZV), so that Input Tax Credit (ITC) can be availed.</p> <p>(2) In case of Supply of products within the State of Himachal Pradesh, the billing shall be made under the provisions of GST Act & provisions thereunder and shall have to mention the GSTIN number of Supplier, so that Input Tax Credit can be availed. The supplies are to be made</p>

	<p>under overall provisions of GST Act and rules made there under. In case of any mismatch, leading to non-availability of Input Tax Credit (ITC) to HPSCSC, the HPSCSC shall have the right to deduct the amount on account of loss of tax credit from the due payments of Supplier.</p>
26	<p>Every Bidder shall have to submit the following documents with technical bid along with other documents as per the conditions of the EoI: -</p> <ol style="list-style-type: none"> 1) Signed EoI document alongwith technical bid and declaration acceptance of terms & conditions. 2) Documentary proof in token of having deposited the EMD, Processing Fee & Cost of EoI Document. 3) Copy of PAN card of the bidder. 4) Copy of Certificate of registration under GST Act. (if applicable). 5) Copy of acknowledgement of Income Tax Return for the Assessment Year 2020-21 (FY. 2019-20). 6) Signed financial undertaking as per Annexure- "I". 7) In case bidder is not manufacturer of the product for which he is participating in the EoI, in that case the bidder shall have to submit a certificate from the manufacturer to the effect that he is an authorized dealer. 8) Copy of certificate of incorporation/registration certificate/partnership deed. 9) Turnover for the last three financial years (duly certified by the practicing Chartered Accountant for the financial years i.e. ,2018-19, 2019-20 and 2020-21 10)An Affidavit duly notarized regarding non-conviction and blacklisting as per Annexure – "II". 11)Authorization letter by way of resolution of Board of Directors/ Partners/Proprietor authorizing a person to sign the BID document. 12)Price list as per general condition no. 1(4) in the prescribed format to be submitted by the bidder. 13)List/brochure/catalogue of the items provided by the Agency.

27.Jurisdiction:

1	<p>The agreement shall be deemed to have been concluded in and all obligations hereunder shall be deemed to be located at and the courts within the Shimla Himachal Pradesh jurisdiction will have jurisdiction to the exclusion of all other courts.</p>
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28. Indemnity:

1	The Corporation as well as the State of Himachal Pradesh shall remain at all times indemnified and the Empanelled Supplier shall keep every concerned Department duly indemnified against any loss during the contractual period of the EoI.
2	The Empanelled Supplier shall indemnify the HPSCSC Ltd. against all claims that may arise due to supply of inferior and low quality.



DECLARATION

I/we have read all the terms and conditions carefully and the same are acceptable to me/us. Further, I/we undertake to abide by the terms and conditions of the tender/supply order in the event of acceptance of my/our tender.

Signature of the Principal Officer/
Authorized Person of the Company
With Seal & Stamp.

Name: _____

Designation _____

Dated: _____



HIMACHAL PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED,
SHIMLA-9
(A STATE GOVERNMENT UNDERTAKING)

TECHNICAL BID

1.	Name of the bidder	
2.	Permanent Address	
3.	Address of the Head Office of the tenderer (in India)	
4.	Phone No./Fax/e-mail ID	
5.	Whether proprietary firm or partnership firm or limited company or Co-operative Society? In case of partnership firm, the partnership deed along with permanent and present address, in case of firm or a company, the name & address of the proprietor/partner/Managing Director.	
6.	Turnover for the last three financial years (minimum average turnover should not be less than Rs. Fifty Lakh in last three financial year) duly certified by the practicing Chartered Accountant for the financial years i.e. 2018-19, 2019-20 and 2020-21.	
7.	<u>Amount Deposited</u>	<u>Amount in Rupees</u>
	1. Cost of BID document	2,000/-
	2. BID Processing Fee	3,000/-
	3. Earnest Money (through RTGS)	Rs.1,00,000/- only
8.	Copy of PAN given by the IT Department	
9.	Copy of GST Registration Certificate.(if applicable)	
10.	Copy of the certificate of incorporation/ registration Certificate/ partnership deed.	
11.	Copy of the income tax returns for the last financial year i.e. 2019-20.	
12.	An affidavit duly notarized as per Annexure-II.	
13.	Signed EoI document with declaration/acceptance of terms & conditions.	
14.	Authorization certificate by the way of resolution of Board of Directors/Partners authorizing a person to sign the EoI documents.	
15.	Price list as per general condition no. 1(4) in the prescribed format to be submitted by the bidder.	

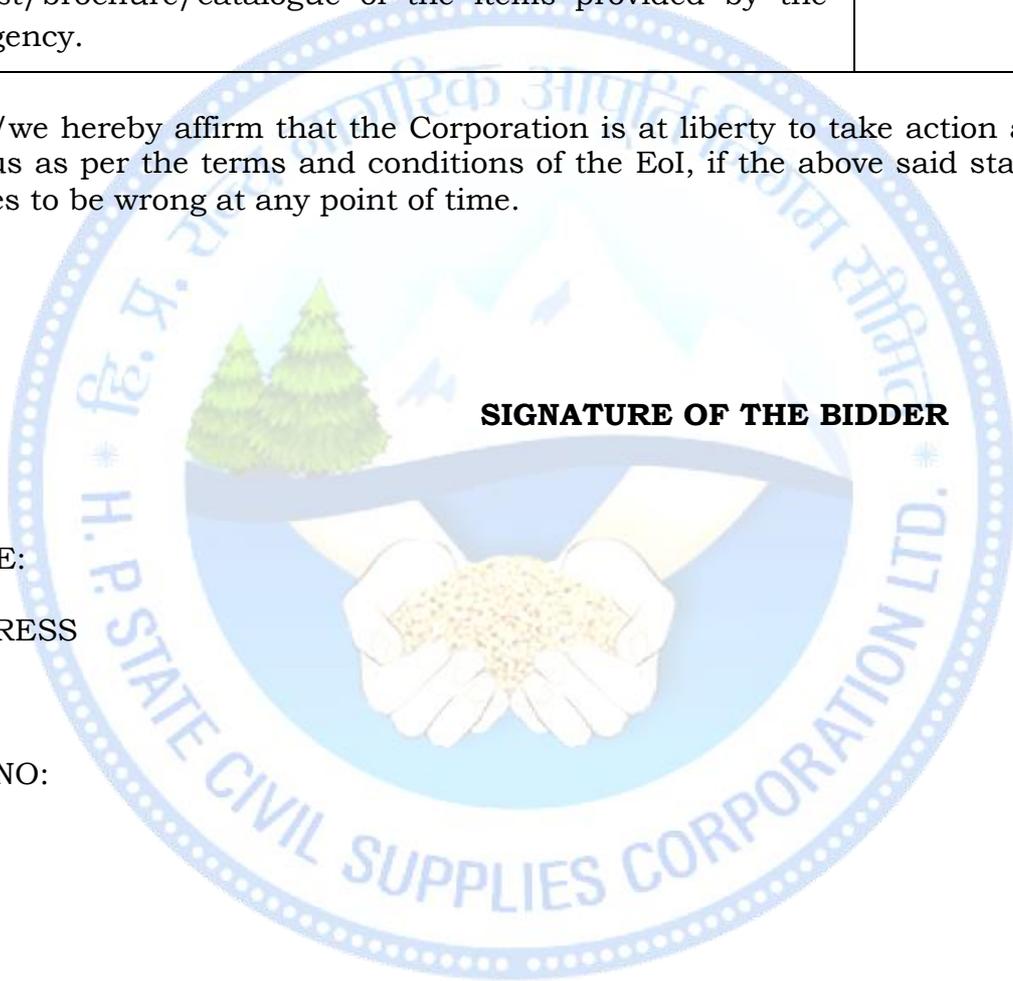
16	In case bidder is not manufacturer of the product for which he is participating in the TENDER, in that case the bidders shall have to submit a certificate from the manufacturer to the effect that he is authorized distributor/dealer.	
17	Signed financial undertaking as per Annexure- "I"	
18	List/brochure/catalogue of the items provided by the Agency.	

I/we hereby affirm that the Corporation is at liberty to take action against me/us as per the terms and conditions of the EoI, if the above said statement proves to be wrong at any point of time.

NAME:

ADDRESS

TEL.NO:



ANNEXURE-“I”

HIMACHAL PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED,
SHIMLA-9
(A STATE GOVERNMENT UNDERTAKING)

FINANCIAL UNDERTAKING

I/we have clearly understood all the terms and conditions of the EoI and agreement etc. and agree to undertake the supply of items on the rates quoted by me/us as specified by the Corporation.

I/we assure that I/we shall strictly abide by the terms and conditions of the EoI, Agreement and the instructions issued by the Managing Director, HP State Civil Supplies Corporation Limited or his representative from time to time.

I/we are well aware of the forfeiture clause in the terms and conditions of the EoI and that my/our EMD shall stand forfeited if I/we fail to enter into agreement within seven (10) days of acceptance of my/our EoI offer and I/we shall strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our Earnest Money Deposit or any amount available with the Corporation is liable to be forfeited and award of supply contract shall stand cancelled.

SIGNATURE OF THE BIDDER
(WITH STAMP)

NAME:

ADDRESS

TEL.NO.:

FORM OF AFFIDAVIT
(Duly Notarized)

AFFIDAVIT

I, _____ S/O Sh. _____ resident of _____ do hereby solemnly affirm and declare as under:-

That M/s _____ or any of the partners or representatives were never blacklisted or convicted by Court of Law. In case, M/s _____ is convicted during the contractual period, the Managing Director, HP State Civil Supplies Corporation Limited, Shimla-9, reserves the right to take action as per the terms & conditions of the EoI.

DEPONENT

(Signature & Stamp)
M/s _____

I, _____ the above-named deponent further declare that the facts stated above are true and correct to the best of my knowledge and belief.

DEPONENT

(Signature & Stamp)

Format for filling rates

HIMACHAL PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED,
SHIMLA-9
(A STATE GOVERNMENT UNDERTAKING)

Sr. No.	Name of Item	Size and thickness	Rate per piece
1	Tarpaulins		



SIGNATURE OF THE BIDDER
(WITH STAMP)

NAME:
ADDRESS
TEL.NO.: