

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)



**e-Tender
for
Request for Proposal for Implementation of Learning Enhancement
Program for Classes 11th to 12th (Science Stream) for Solan district.**

E-Tender No: SEDC/ELE-EDU/2K25-6000

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,
1st FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.
Tel. Nos.: 0177-2623259, 2623043, 2623513 (Telefax): 0177-2626320.
Email: procurement@hpsedc.in

Website: www.hpsedc.in, tender document can also be downloaded from <https://hptenders.gov.in>

05-08-2025

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DISCLAIMER:

- The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the HPSEDC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by HPSEDC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. HPSEDC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. HPSEDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the HPSEDC but only an invitation to bid in the selection process initiated by the HPSEDC. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the HPSEDC and the Bidder.

SECTION – I

INVITATION FOR E-BIDS

E-TENDER NO: SEDC/ELE-EDU/2K25-6000

Note: The Press e-Tender Notice published on 05/08/2025 in following daily Newspapers for inviting Request for Proposal for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district. In case there is any decrease/ increase in prices, HPSEDC may asked the bidders to submit revised quotes in sealed envelopes. The rates finalised in this tender will be considered for General Rate Contract and will be valid for one year. The tender notice will be published in the following new papers.

1. Amar Ujala (Chandigarh/ Delhi Edition)
2. Times of India (Chandigarh/ Delhi Edition)

The detailed e-Tender document contained in following sections has been prepared to elaborate all techno-commercial conditions of this tender. In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any quarter and pre-bid meeting) in this tender document, please see its updated version/corrigendum on www.hpsedc.in and <https://hptenders.gov.in>.

A) e-Tenders are invited by the undersigned from eligible bidders, as per requirements asked through this bid document and necessary mentioned services.

GIST OF IMPORTANT GENERAL CONDITIONS

- 1) The tender has been floated for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district as per requirements mentioned in this bid document. The rate will be finalised where the bidder has quoted lowest (L1) rate, i.e., L1 bidder shall be determined based on the lowest rates. **Only L1 rates** will be conveyed and accordingly order would be placed for only L1 bidder's rates. However, since the services is to be procured and provided so bidders must ensure that the **rates quoted for this tender are better** (or at least equal) than the rates in other rate contracts/ government supplies or open market anywhere else in the country.
- 2) The rates, as discovered through this RFP, shall be considered for Rate Contract, valid for one year. The terms and conditions of the Rate Contract shall be same as per this tender document.
- 3) After finalizing the L1 rates, the work order will be placed to L1 bidder for the quantity mentioned in this RFP, therefore bidders are advised to quote their best rates.
- 4) The committee reserves the right to negotiate the rates with L1 bidder to bring them to a reasonable level based on the best prices offered by other bidders and current market rates.
- 5) If the bidder quotes/ reduces, its price to render similar services at a price lower than any tender/ rate contract price to anyone in the Country at any time during the currency of this tender, the price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of services under this tender shall be amended, accordingly. The tender holder shall

furnish the certificate to the HPSEDC that the provisions of this clause have been complied with in respect of services made or billed for upto the date of this certificate. On the conclusion of the tender the successful bidder shall furnish a certificate that the provision of this clause has been complied with during the period of tender/ rate contract.

- 6) Any prospective bidder can procure the Tender Document from the “H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., FIRST FLOOR, I.T. BHAWAN, MEHLI, SHIMLA-171013, (H.P)”. Tender can also be downloaded from website <http://www.hpsedc.in> and <https://hptender.gov.in>.

The tender document will be available on all working days upto last date of bids submission on payment of Rs.5000/- (Rupees Five Thousand only) non-refundable, by demand draft/ RTGS in favour of “HP State Electronics Development Corporation Ltd., Shimla” payable at Shimla. If the tender document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft. E-tenders will be uploaded on HP Government e-Procurement portal <https://hptenders.gov.in> as well on HPSEDC website www.hpsedc.in. Interested bidder can participate by procuring tender.

7) SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: SEDC/ELE-EDU/2K25-6000 Date: 05/08/2025
2.	Price of Tender Document	Rs 5,000/-
3.	Earnest Money Deposit	Rs 50,000/-
4.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
5.	Last date of receiving queries from bidders	Pre-Bid queries will only be accepted upto 12/08/2025 at 5PM through email and no query will be entertained after 12/08/2025 through e-mail (procurement@hpsedc.in)
6.	Pre-Bid Meeting	Pre-Bid meeting will also be held on 13/08/2025 at 11:30AM through video conference. Video Conferencing link is as under: https://meet.google.com/mkx-fwmw-xkz Note: It needs to be ensured that pre bid queries have to be submitted till 12/08/2025 till 5:00PM. No queries will be entertained after the mentioned dated, whatsoever nature of the queries are.
7.	Bid submission start date	21/08/2025 (11:00 AM)
8.	Bid submission End date	01/09/2025 (02:30 PM)
9.	Opening of e-Tenders Bids	02/09/2025 (02:30 PM)
10.	Tender Download Site	www.hpsedc.in & https://hptenders.gov.in
11.	Venue	H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

Note: In case Price of Tender document and EMD will be deposited through RTGS, kindly select DD & fill RTGS No. in available columns on e-Procurement Portal and upload the copy of RTGS receipt.

- (i) Eligibility-cum-Technical Bids shall be opened initially, and eligibility documents will be evaluated.
- (ii) Thereafter Technical Bids of Eligible Bidders shall be evaluated.
- (iii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.
- ** Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in or <https://hptenders.gov.in> only.**

8) Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

9) PRE-BID Meeting & Clarifications

- All interested bidders can participate in pre-bid meeting to seek clarification on the bid, if any.
- The bidders designated representatives may attend the Pre-Bid meeting online through video conferencing.
- The Bidders are requested to send their consolidated queries to email id or at address mentioned below: -

Managing Director,

Himachal Pradesh State Electronics Development Corporation Ltd.

1st Floor, IT Bhawan, Mehli,

Shimla (H.P.)-171013

Email ID: hpsedc@hpsedc.in

Annexure-1

The queries must be sent in an excel sheet as per the format specified below:

S. No.	Page No.	Section	Sub-section	Details	Clarification required

- The queries not adhering the above-mentioned format will not be entertained.
- HPSEDC shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the HPSEDC.
- Non-attending the pre-bid meeting will not be a cause for disqualification of a bidder.

10) HPSEDC will endeavor to provide timely response to all queries. However, HPSEDC makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does HPSEDC undertake to answer all the queries that have been posed by the bidders.

11) HPSEDC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website and the bidders may be asked to amend their proposal due to such amendments. No separate emails or any communication shall be sent to any prospective bidders. Bidders are advised to keep on visiting the official website for any changes.

INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

1. Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are

issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

- 2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.
Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 2.7 Pre-requisites for online bidding:

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

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

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

4. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpsedc.gov.in.

5. Key Dates:

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

6. Bid Preparation (Qualification & Financial)

6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.

6.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical documents/presentation, schedule of deliveries, and all other terms and conditions except the rates (price bid).

6.3 The bidders shall quote the prices in price bid format only.

6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.

6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.

6.6 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>, and click on the available link 'How to ...?' to download the file.

6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website www.hpsedc.in and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.

SECTION-II

INTRODUCTION

Summary

The District Education Office is requesting proposals from experienced firms to shortlist bidders for “Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district” for grades 11th to 12th (Science Stream) within the selected government schools of Solan district.

Firms showcasing proven operational expertise and a clear capacity for scalability will be chosen to deliver learning solutions to students in Grades 9 to 12.

Interested agencies must submit information demonstrating their qualifications and technical capabilities to deliver these services. The eligibility criteria include:

1. The agency must be a legally registered entity with proof of registration under the applicable act.
2. The agency must have a minimum of two years of experience in the education sector with demonstrated technical expertise.
3. Preference will be given to agencies offering technology-driven, personalized, one-on-one interactive platforms with both audio and video support.

OBJECTIVE

The program is designed to address critical learning gaps among students in grades 9 to 12, particularly in core subjects such as Mathematics, Science, Physics, Chemistry, Biology, and English, which form the foundation for higher education and competitive exams. According to the National Achievement Survey (NAS) 2021, only 47% of students (Grade 10) in Himachal Pradesh demonstrated proficiency in Mathematics, and 46% in science, highlighting a significant need for targeted academic support.

Many studies indicate that foundational gaps in learning tend to widen in higher grades if not addressed promptly, especially in underserved regions. The initiative leverages personalized, technology-enabled interventions to enhance course completion, improve comprehension, and provide real-time support. This approach aligns with global best practices, such as tier-three Response to Intervention (RTI) models, which have been shown to significantly boost academic outcomes through tailored, personal teaching.

By providing accessible, scalable, and focused academic support, this program seeks to empower students to overcome academic challenges, improve overall learning outcomes, and reduce dropout rates in the district.

Shortlisted firms that demonstrate strong operational milestones and readiness to scale will be finally selected to provide learning support to **students from Grade 9 to Grade 12.**

SCOPE OF WORK

The bidder is required to develop and operate an online interactive teaching platform capable of meeting the project's objectives. The platform must be supported by experienced educators and robust technical systems to conduct live classes for at least 2,000 students simultaneously.

The bidder is expected to cover the complete academic syllabus for the year and provide a 24/7 live doubt-resolution system through an instant teaching service. The platform should facilitate real-time, one-on-one live teaching sessions via audio or video calls, ensuring uninterrupted support for students.

Additionally, bidders must demonstrate that they are already operational with the necessary infrastructure, including advanced technology, data security measures, software, and adequate staffing to deliver the required services efficiently.

The successful bidder would be required to carry out the following activities:

- Assess the level of skills and understanding of a student and **identify the learning gaps** in each concept through continuous formative assessments.
- Online teaching of Physics, Chemistry, Biology, Mathematics & English for 11th to 12th (Science Stream) targeting school/ board exams identified by the district administration.
- **Provide** AI/ML technology driven accelerated and personalized learning support for students according to their competency deficiency through **one-to-one live interaction sessions** with teachers anytime, anywhere (24x7 availability & TAT of 60 seconds).
- Use a voice and video streaming interfaces for interactions between the student and the teacher.
- Coverage of subjects should include Mathematics, Physics, Chemistry, Biology & English with appropriate curriculum alignment.
- Move beyond the conventional curriculum and **construct customized learning plans** catered to each student's needs.
- **Forge a learning pathway in real-time** based on a student's requirements while providing them an opportunity to succeed and reach their goals.
- Accessible on multiple platforms including mobile phones (iOS and Android), tablets, laptops and desktops.
- Provide in classroom 2-way interactive digital classes.
- Online counselling sessions for career selection and peer-to-peer learning
- Guidance and special online teaching regarding all the top competitive exams & Board examinations (Himachal Pradesh Board of School Education)
- Provide access to online mock test series, question bank for practice and assessment, learning resources and class notes.
- Deliver data insights on students' learning & progress.
- Conduct periodic assessments as per the progress in syllabus and share the report.
- Bidder will also provide platform training to students & teachers at the schools.
- Bidder will be provided with the existing infrastructure of identified schools for online classroom.
- The bidder needs to provide faculty with below-mentioned credentials: -
 - Educational Qualification: Graduate in the relevant field
 - Well-versed in Hindi and English
 - Experience: 3 years or more

The bidder will not be responsible for hardware support or working internet connection or filling examination forms of students.

ROLES AND RESPONSIBILITIES

Roles and Responsibilities for Implementing Partners are specified below:

Roles and responsibilities specific to the technology platform:

- AI/ML technology driven accelerated and personalized learning support for students from Grade 9 to Grade 12 for subjects including English language, Mathematics, Physics, Chemistry, and Biology. Please note other subjects may be chosen for implementation at later stages according to the demand and needs of the student.
- Assessments and content available in conversational English/Hindi,

- Provide interactive software to facilitate live interaction between students and teachers.
- The platform has necessary learning tools such as a whiteboard with drawing and math tools, sharing websites, file sharing, editing, PDF files, with audio and video capabilities.
- The platform must be able to show recordings of any live interaction between students and teachers.
- Share periodic progress reports on process and student learning to all the stakeholders.
- Update software features and learning modules as and when necessary.
- Facilitate onboarding and support students for the use of Platform.
- Provide access to online mock test series, question bank for practice and assessment, learning resource and class notes.

SECTION-III

INSTRUCTIONS TO BIDDERS

- HPSEDC shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise.
- HPSEDC shall carry out detailed evaluation of the substantially responded bids.
- HPSEDC shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- HPSEDC may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material/service deviation.
- HPSEDC shall evaluate in detail and compare the bids which are substantially responsive
- Total cost of Software and Services inclusive of taxes will be considered for the evaluation of the bid
- Technically qualified Bidders will have to give a PowerPoint presentation along with a live demo (mandatory) before the tender committee.
- Separate weightage shall be given to technical exposure/Presentation (75%) and financial plan/Aspect (25%)

ELIGIBILITY CRITERIA

Before opening and evaluation of their technical proposals, bidders are expected to meet the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

S.No	Pre- Qualification Criteria	Required details to be accompanying the bid document
1.	The bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietor's firm/ Partnership Firms (LLP) registered under LLP Act 2008 or subsequent amendments.	Memorandum of Association (MoA), Articles of Association (AoA) of bidder and detailed profile of the Company/ Firm/ Government License and COI, GSTN, PAN for proprietors/ bidder
2.	(i) Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13. (ii) Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	(i) Demand Draft (DD)/ RTGS of Rs. 5000/- (Rupees Five Thousand only) (ii) Earnest Money (Rs. 50,000) Deposit (EMD) as mentioned in clause 4.7 DD / EMD may be submitted through RTGS in HPSEDC A/c : A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.) Receipt/Copy of the demand draft/RTGS should be uploaded.
3.	The Bidder should have a valid GST Number, PAN Number	Relevant Registration Certificates (copies to be enclosed)
4.	The Bidder should have an average annual turnover of at least Rs. 40 Lakhs during last three financial years from similar activities, i.e., should have supplied similar services to those listed in this RFP, from India Operations i.e., for year 2021-22, 2022-23 and 2023-24.	CA certificate for turnover as mentioned in the criteria.

		Audited Balance sheets from company Statutory Auditor/ CA from bidder & financial data of the last three years
5.	The bidder should either have positive Net worth in last three years or should be a profit-making Company/ firm in any two years during the immediately preceding last 3 financial years as per audited balance sheets.	CA certificate for turnover as mentioned in the criteria. Audited Balance sheets from company Statutory Auditor/ CA from bidder & financial data of the last three years
6.	The Bidder should not have been declared ineligible at the time of bid submission and at the time of placing of work order due to corrupt and fraudulent practices with any of the departments of the Central, State Governments Deptt. and PSUs of Central/ State Govt.	Certificate from the authorized signatory prescribed in Form-B.
7.	The bidder should have submitted the declaration of acceptance of terms and conditions of this RFP as per FORM A	Declaration from Authorized Signatory as per FORM A

Note: -

Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -

The following purchase preference ratio shall be applicable to the Local Micro and Small-Scale Units of State and Local Micro and Small-Scale categories under H.P. State Startup Scheme: -

1. Local Micro and Small-Scale Units of State of H.P. =15%
2. Local Micro and Small-Scale categories under H.P. State, Startup Scheme=15%

Total Purchase Preference =30%)

Provided that if Startup Enterprises will not be available, then 30% purchase preference shall automatically be given to Local Micro & Small-Scale Unit and vice versa as the case may be.

Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.

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

If the bidder offers or reduces their price to supply similar works, or services at a rate lower than the HPSEDC rate contract price (i.e. Basic price + HPSEDC technical charges) to any party in the state during the validity of this rate contract, their rate contract will be terminated without prior notice.

TECHNICAL BID

S. No	Evaluation Criteria	Description	Marks
1.	Technological Capabilities	Demonstrated 24x7 live 1:1 instant teaching service for students. 1. Demonstrate capability for multiple 1:1 instant-teaching sessions done simultaneously 2. Demonstrate capability to take questions via text or images of textbooks/questions. 3. Simultaneous two-way interaction should be demonstrated in these sessions. 4. Agencies should demonstrate usage of their own in-house platforms for live interactions. No third-party video conferencing tools should be used. Bidders will be judged on the quality of instant teaching sessions and ease of use for students on a daily basis.	20 Marks
2.	Patents	Two or more approved patents to showcase technological capabilities in providing learning acceleration or instant learning experience	10 Marks (At least 2 Patent certificates to be submitted) 5 marks for 1 patent certificate
3.	Certifications	ISO 27001 certification for information security, cybersecurity, and privacy protection.	5 marks (Certificate to be submitted)
4.	Technical Presentation	Technical proposal and presentation: 1. Live interactive classes as per prescribed syllabus. 2. Competitive exam-focused batch. 3. 24x7 instant one-to-one teaching facility through live teacher over audio/video call with waiting time less than 1 minute. 4. Test series and knowledge resource to train students for competitive exams. 5. Question bank marked up to concept level. 6. Service should work on multiple platforms like mobile (Android/iOS), laptop/computer or tablets. 7. Platform should support teaching in multiple languages. 8. Prior experience and plan of implementation including effective approach and methodologies. Training and resource planning for efficient execution	15 Marks
5.	Credibility & Recognition	Received state or national awards from state government or Government of India for projects run in association with other government bodies in the same field or similar type of project	5 marks for 2 awards

			2 marks for 1 award
6.	Credibility & Experience	The entity having the highest footprint in terms of students impacted through teaching intervention in other similar (grade 9 to 12 students) government projects will be given the highest marks. (To be showcased through any Govt. document).	10 marks for the highest student footprint 3 marks for 2 nd highest student footprint (Govt. documentary proof to be included with the envelope)
7.	Experience of similar cohort of students	Bidder having copies of five or more work orders/MOU in last 36 months from districts or state governments in the field of education.	More than 5 work orders/MoU = 10 marks Between 4-5 orders/MoU = 5 marks Between 1-3 orders/MoU = 2 marks
		TOTAL	75 Marks

Note: The bidder will be required to make a presentation on its proposal covering experience, technical proposal including live demo implementation methodology, team composition, work schedule and activity schedule. District Education Office, Solan will evaluate the proposal and allot marks on the above-mentioned criteria.

FINANCIAL BID

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score in accordance to the marks obtained during the technical evaluation stage.

- Financial bids of technically qualified bidders shall be opened.
- The bidders must provide a lump sum cost per student per year including GST as per format given in form 3 for the requirements of Solan District Administration which will be considered as the financial bid.
- 25 Points will be awarded to the bidder with the Lowest Total Financial Bid Quotation (LTFBQ) and the rest of the bidders will be awarded points inversely proportional to the LTFBQ.

Formula: $-(LTFBQ/TFBQ) * 25$

LTFBQ: Lowest Total Financial Bid Quotation

TFBQ: Total Financial Bid Quotation of the bidder

- QCBS - 75:25 Criteria - Technical: Financial
- The Technical evaluation score that will be the score decided by the committee for technical bid.
- Technical Scores will be assigned and will have a weightage of 75%.
- The Financial Proposals will be allotted a weightage of 25%.
- The total score shall be obtained by weighing the technical and financial scores and adding them up. Based on combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained.
- The proposal obtaining the highest total combined technical and financial score will be ranked as L-1 followed by the proposals securing lesser marks as L2, L3, etc. The bidder securing the highest combined marks will be considered for award of the contract.

DISQUALIFICATIONS

HPSEDC may at its sole discretion and at any time during the evaluation of Proposals, disqualify any Bidder, if the Bidder has:

- a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- d. Failed to provide clarifications related thereto, when sought.
- e. Submitted more than one Proposal (directly/in-directly).

- f. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provision.
- h. Not submitted in as specified in the RFP documents.
- i. Not submitted the Letter of Authorization (Power of Attorney).
- j. Suppressed any details related to bid.
- k. Submitted incomplete information, subjective, conditional offers, and partial offers.
- l. Not submitted documents as requested in the checklists/RFP.
- m. Submitted bid with lesser validity period.
- n. Any non-adherence/non-compliance to applicable RFP content.

SECTION-IV

TENDER DOCUMENT

4.1 Contents of Tender Document:

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

Section-1: Invitation for e-Bids

Section-2: Introduction and Scope of Work

Section-3: Instructions to Bidders

Section-4: Tender Document

Section-5: General Terms and Conditions & Annexures.

4.1.2 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.

4.2 Clarification regarding Tender Document:

The clarifications/ changes in tender document/ corrigendum can be uploaded up to 3 days before the bid-submission date.

4.3 Amendment of Bids:

4.3.1. 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.

4.3.2. In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

PREPARATION OF BIDS

4.4 Language of Bid & Correspondence:

4.4.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

4.5 Documents comprising of Bid:

The Bidder will prepare the bid in two parts.

I. FEE-ELIGIBILITY CLAIM-CUM-TECHNICAL BID:

In support of his eligibility cum technical bid, a Bidder must submit/upload the relevant documents strictly in accordance with Proforma B marked with page numbers on e-portal <https://hptenders.gov.in>. Packet-I (Fee/other Eligibility Documents/Technical) (to be uploaded in Packet-1 on e-procurement portal)

II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website (www.hpsedc.in and <https://hptender.gov.in>). Those

technically qualified bidders which have also deposited the tender cost and Bid Security shall be termed as Substantially Responsive (i.e., eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder has to submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

(i) Sample BOQ / Price Bid will be as per Schedule I.

4.6. Bid Currencies:

4.6.1 Prices shall be quoted in Indian Rupees.

4.6.2 The contract price shall be paid in Indian Rupees.

4.7. Bid Security:

4.7.1 The Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

Sr. No.	Description	Bid security amount in Rupees
1.	Request for Proposal for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district	Rs 50,000/- (Rupees Fifty thousand only).

4.7.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant to Para 4.7.8.

4.7.3 The Bid Security shall be in the shape of BG/ Demand Draft/ through RTGS in favour of "M.D., H.P State Electronics Development Corporation Ltd., Shimla" Payable at Shimla.

4.7.4 Any bid not secured in accordance with Para 4.7.1 and 4.7.3 will be rejected by the Purchaser.

4.7.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.

4.7.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 5.5.1.

4.7.7 No interest will be payable by the Purchaser on the above-mentioned Bid Security.

4.7.8 The Bid Security may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the bidder and required by the Purchaser.
2. During the tendering process, if a Bidder indulges in any such activity as would jeopardise or unnecessarily delay the tender process. The decision of the Purchaser

regarding forfeiture of the Bid Security/EMD shall be final & shall not be called upon question under any circumstances.

3. In the case of a successful Bidder, if the Bidder fails,
 - (i) to sign the contract by raising issues contrary to the provisions of the RFP or the Bid or undertakings given during evaluation of bids, or
 - (ii) to furnish Performance Security, or
 - (iii) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

4.8. Period of validity of Bids:

4.8.1 For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change.

4.8.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

SUBMISSION OF BIDS

4.9 Submission of Bids:

4.9.1 Bidder(s) shall submit their bids only on online e-procurement portal www.hptenders.gov.in. All the instructions regarding e-bids submission are also available on www.hptenders.gov.in.

4.9.2 The original DD or RTGS documents related to tender cost and bid security should be deposited in HPSEDC on or before the last date and time for bids opening.

4.9.3 Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows:

The Managing Director,
H.P. State Electronics Development Corporation Ltd., First Floor,
IT Bhawan, Mehli, Shimla-171013.

4.10 Deadline for Submission of Bids:

4.10.1 Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.

4.10.2 The Purchaser may, at its discretion, extend this deadline as per Para 4.3.2. The Purchaser may also extend this deadline for any other administrative reason.

4.11 Bids not submitted online:

4.11.1 Any bid not submitted/uploaded through e-portal will not be received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 4.10.1 or 4.10.2, will be rejected.

4.12. Modification and withdrawal of Bids:

4.12.1 E-bids can be modified upto last date & time has not been closed by e-procurement system.

4.12.2 E-Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 4.7.8.

BID OPENING AND EVALUATION

4.13 Opening of bids by Purchaser:

4.13.1 The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed as per Para 4.3.2 or other enabling provisions in this behalf, in H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.

4.13.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.

4.13.3 Eligibility-cum-technical bid documents uploaded on the e-portal will be opened and evaluated for eligibility of each Bidder will be ascertained. The bid document will be evaluated as per the requirements specified in the RFP/ Tender Document.

The Tender Committee may undertake oral and or written clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The financial bids of only eligible and technically qualified bidders will be opened for further processing. In order to assist in the examination, evaluation and comparison of Bids, the Tender Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The Technical e-Bids of only the Eligible Bidders will be opened and the contents will be announced in the presence of all Bidders or their representatives. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required. The Financial Bids of only those eligible and technically qualified bidders will be opened who also fulfil minimum technical requirements mentioned in this document. However, the Tender Committee reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the Tender Document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance/Deviation, if any, in Schedule III, extra features offered by them. Similarly, the Tender Committee can give any

other such minor relaxation, which does not change substance of the bid or does not prejudice the bid process from the point of view of equity and fair play. The decision of the Tender Committee about giving minor relaxation shall be final and shall not be called upon question under any circumstances. *The commercial Bids of only those bidders will be opened who fulfils the minimum technical requirements of the purchaser and are found substantially responsive as per Para 4.5 (II) read in conjunction with other relevant clauses/Forms.* However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon question under any circumstances. The evaluation committee, if so, desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.

4.13.6. Opening of Bid Security:

The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.

4.13.7. Opening of Commercial Bids of substantially Responsive Bidders:

The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of para 4.5 (II and III) read with para 4.13.6 above. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

4.13.8 A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/modification.

4.14. Evaluation and Comparison of Commercial Bids:

4.14.1 The comparison of Commercial Bids shall be done as follows:

4.14.2 Bid Comparison:

The Bidders are required to complete their Commercial Bid/ BOQ in Schedule -I. The evaluation of commercial bids shall be done in QCBS Method.

Note 1: *The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.*

4.14.3 Among all qualified bids, the lowest bid will be termed as L1. The contract for full quantity will be awarded to L1.

4.15. RANKING OF BIDDERS:

4.15.1. Bidders will be ranked in the inverse order of quoted Rate.

4.15.2 Reduction in Statutory Duties and Levies:

If any reduction in taxes takes place after opening the commercial bids, the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalisation of tender, revised sealed commercial bids shall be taken.

4.16. NEGOTIATIONS:

4.16.1 The Purchaser may finalise the Tender & award the Contract without any negotiations if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the bidders are advised to quote lowest possible rates in the first instance only.

4.16.2 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e., Technical/ Commercial) will not be allowed to be changed to the detriment of the Purchaser & terms/ conditions are concerned. Therefore, Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

4.16.3 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size on GEM portal/Other State Government tender/rate contract etc. will be kept in mind. The scope of negotiations may also include precise *modus-operandi* of after-sales service, mode of delivery, system integration and price of add-ons & consumables etc.

4.16.4 During the negotiations, the Purchaser may even go in for marginally higher or lower configurations as per its absolute discretion.

4.16.5 After this final ranking is done based on negotiated prices, award of tender/rate contract will be made to the lowest Bidder, subject to post qualification in Para 4.17 below.

AWARD OF CONTRACT

4.17 Post Qualification:

4.17.1 HPSEDC will devise a performance criterion in consultation with successful bidders which will include online after sales feedback from the Government departments. The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

4.18 Purchaser's right to vary Quantities:

4.18.1 The Purchaser reserves the right to place the supply received from various Government departments/ Govt. Institutions/ Autonomous bodies on the approved vendors during the currency of the tender/rate contract.

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

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

4.20 Notification of Award:

4.20.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

4.20.2 The liability of the service provider(s) to perform the services will commence from the “date of Notification of Award”. The service Period shall be counted from the date of 'Placing the Work Order'.

4.20.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

4.21 Signing of Contract:

4.21.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

4.21.2 The Purchaser's liability of taking the services from the selected service provider(s) shall commence only from date of signing the date of the Contract.

4.21.3 The initial term of the contract will be from date of signing of MOU till end of academic session 2025-26 and extendable up to three (3) or more years.

SECTION-V

GENERAL CONDITIONS OF THE TENDER & CONTRACT

5.1 Definitions:

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

- (a) "The Contract" means an agreement regarding supply of the goods/ provision of services entered into between the HPSEDC and the Service provider, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the equipment and/or other material, which the Service provider is required to supply to the Purchaser under the Contract.
- (d) "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Service provider covered under the Contract.
- (e) "The Purchaser" means the H.P. State Electronics Dev. Corporation Ltd” or “HPSEDC” in short.
- (f) "The Service provider", means short listed Bidder supplying the goods and services under this Contract.
- (g) “End User” means various Government Departments, Boards, and Corporation etc. in the State of Himachal Pradesh.

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

5.2. Application:

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

5.3 Standards:

5.3.1 The service provider shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The service provider shall always act in respect of any matter relating to this contract as faithful advisor to the District Education Office, Solan. The service provider shall always support and safeguard the legitimate interests of the District Education Office, Solan, in any dealings with the third party. The service provider shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The service

provider shall conform to the standards laid down in the RFP in totality.

5.4 Patent Rights of the Services:

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

5.5 Performance Security:

5.5.1 Performance Security for delivery/ installation and maintenance during warranty period.

5.5.2 Within 10 days of 'Notification of Award', the successful bidder/ Service provider shall initially furnish a 3% Performance Bank Guarantee of total order value valid until 3 months after the completion of contract/agreement to safeguard the purchaser against timely delivery/installation and maintenance of ordered services during the currency of the contract.

(1) In case work order increases the above-mentioned quantity then 3% amount of each work order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order.

(3) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.

5.5.3 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

5.5.4 The Performance Bank Guarantee shall be given in one of the following forms:

An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

5.5.5 The Performance Bank Guarantee may be discharged / returned by the client upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

5.5.6 In the event of the bidder being unable to service the contract for whatever reason, the Client would invoke the PBG. The Client shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This will be in addition to other penal actions that can be initiated by HPSEDC as detailed in this RFP.

5.5.7 The HPSEDC shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

5.6 Payment:

- Payment for the project will be completed in 4 tranches.

S. No.	Date	Milestone	% Payment
1	Installment 1	30% payment will be made to the selected service provider against the commencement of the program and mobilization of students and teachers within the selected schools within fifteen days from the work order.	30%
2	Installment 2	30% payment will be made to the service provider against the completion of 40% of the prescribed syllabus.	30%
3	installment 3	30% payment will be made to the service provider against the completion of 60% of the prescribed syllabus.	30%
4	Installment 4	10% payment will be made to the service provider against the completion of 100% of the prescribed syllabus.	10%

- Payment will be released within 7 days from the day of invoice submission.
- **The per student amount set** forth in the firm's bid proposal shall be the total charge. This amount should include all staffing requested through the ToR (including live learning support, technical assistance, and reporting, etc.). The organization must submit invoices in all respects, including:
 - Invoice
 - MIS Reports
- For facilitating electronic transfer of funds, the selected organization will be required to indicate the name of the bank, branch, account number, IFSC code and forward a cheque leaf duly cancelled in order to verify furnished details.
- The rates provided in the proposal shall remain the same for the entire duration of the contract (end of academic session 2025-26 from date of approval). Up to 20% increment in price per year in case of multiple year contract extension.
- The component of Goods and Services Tax shall be paid as applicable and as per actuals. Also, TDS will be deducted as per the provisions of the Income Tax Act as applicable.

5.7 Prices:

- 5.7.1 Subject to the provision to Rule 4.8.1, the prices charged by the Service provider for services performed under the Contract shall not vary from the prices quoted by the Service provider in his Bid. But in case of global or national fall in prices of a product in IT/ Electronics industry due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.
- 5.7.2 There shall be no effect of the exchange rate variation etc., on the rates to be quoted by the

Vendor during one-year period.

5.13 Modification in the Order:

5.13.1 The Purchaser may at any time, by written order given to the Service provider make changes within the general scope of the Contract in anyone or more of the following:

- (a) The service to be provided by the Service provider
- (b) Quantity
- (c) Any other change that the purchaser may deem fit

5.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Service provider's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be put forth within 30 days from the date of the Service provider's receipt of the Purchaser's change order.

5.14 Subcontract:

5.14.1 The Service provider shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

5.14.2 The Service provider 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 Service provider of any liability or obligations under the Contract.

5.14.3 Subcontracts must comply with the provisions of the clause 4.1.

5.15 Delays in the Service provider's Performance:

5.15.1 Delivery and performance of the services shall be made by the Service provider in accordance with the time schedule specified by the Purchaser in the Contract.

5.15.2 Any unjustifiable delay by the Service provider in the performance of his delivery obligation may render the Service provider liable to any or all the following:

- (i) Forfeiture of its performance security,
- (ii) Imposition of liquidated damages @Rs 50/- per day of the unfulfilled order. The maximum penalty will not exceed 10% of the order value.
- (iii) Termination of the contract and risk purchase at Service provider's risk
- (iv) Initiation of any other legal proceedings.

5.15.3 The Service provider will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

5.16 Termination for Default:

5.16.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the service provider, terminate the Contract in whole or in part after sending a notice to the Service provider in this

regard.

(a) if the Service provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 4.8.2, or

(b) If the Service provider fails to perform any other obligation under the Contract.

5.16.2 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, services similar to those undelivered, and the Service provider shall be liable to pay excess cost of such similar services to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 5.15.2.

5.17 Force Majeure:

5.17.1 Notwithstanding the provisions of the clauses 5.15 and 5.16, the Service provider 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.

5.17.2 For purpose of this clause, Force Majeure means an event beyond the control of the Service provider and not involving the Service provider'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.

5.17.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Purchaser in writing or such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service provider 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.

5.18 Taxes and Duties:

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

5.19 Limitation of Liability:

The liability of the service provider in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

5.20 Arbitration:

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

EXIT MANAGEMENT

PURPOSE

- This clause sets out the provisions that will apply on expiry or termination of the contract.
- In the case of termination of contract due to illegality, HPSEDC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- The bidder will allow HPSEDC or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the HPSEDC or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. HPSEDC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the HPSEDC or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly on the commencement of the exit management period supply to the HPSEDC or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and

- Documentation relating to Intellectual Property Rights; and
- HPSEDC data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of the HPSEDC or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable HPSEDC or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the HPSEDC or its nominated agencies, or its Replacement Operator (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the HPSEDC or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, HPSEDC or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of HPSEDC or its nominated agencies or its users.

EMPLOYEES

- Promptly on reasonable request at any time during the exit management period, firm shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to HPSEDC or its nominated agencies a list of all employees (with job titles) of firm dedicated to providing the services at the commencement of the exit management period.
- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from firm to the HPSEDC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of firm, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of firm, the HPSEDC or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of firm and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

TRANSFER OF CERTAIN AGREEMENTS

On request by HPSEDC or its nominated agencies, firm shall affect such assignments, transfers, innovations, licenses and sub-licenses as HPSEDC may require in Favor of HPSEDC or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between firm and third party lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

RIGHT OF ACCESS TO PREMISES

- At any time during the exit management period, where Assets are located at firm's premises in relations to this project, firm will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) HPSEDC or its nominated agencies, and/or any Replacement Vendor.
- Firm shall also give HPSEDC or its nominated agencies, or any Replacement Vendor right of reasonable access to firm's premises and shall procure the HPSEDC or its nominated agencies and any Replacement Vendor rights of access to relevant third-party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to HPSEDC or its nominated agencies, or a Replacement Vendor.

GENERAL OBLIGATIONS OF FIRM

- Firm shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to HPSEDC or its nominated agencies or its replacement Vendor and which firm has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of firm.
- Firm shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- Application Source Code along with complete database would be the property of HPSEDC and the development Company should hand over all admin, user Id password, hosting, database server details etc. to HPSEDC, along with all software details, deliverables etc. at the time of deployment of application for future use by HPSEDC. The successful vendor will relinquish all ownership of the application developed to HPSEDC.

EXIT MANAGEMENT PLAN

- Firm shall provide to HPSEDC or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.
 - o A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

- o Plans for communication with such of firm's staff, service providers, customers and any related third party as are necessary to avoid any material detrimental impact on AR operations as a result of undertaking the transfer; and
- o If applicable, proposed arrangements for the segregation of Firm's networks from the networks employed by HPSEDC or its nominated agencies and identification of specific security tasks necessary at termination; and
- o Plans for provision of contingent support to the HPSEDC or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- Firm shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by firm to and approved by HPSEDC or its nominated agencies.
- In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- During the exit management period, the firm shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- This Exit Management plan shall be furnished in writing to the HPSEDC or its nominated agencies within 90 days from the Effective Date of the contract.

CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties
- These restrictions will not apply to any information which:
 - o is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
 - o is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
 - o is or has been independently developed by this recipient or was known to it prior to the receipt.
- Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that

this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

- Without prejudice to the foregoing provision of this Clause above the firm may cite the performance of the services to clients and projective clients as an indication of its experience.
- The firm shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the FIRM in the performance of the work order.
- The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA

- The firm shall not, without prior written consent from HPSEDC, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the HPSEDC in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- The firm shall not, without prior written consent of HPSEDC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by HPSEDC, other than the Contract itself, shall remain the property of the HPSEDC and shall be returned (in all copies) to HPSEDC on completion of the firm's performance under the Contract if so required by the HPSEDC.

CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

RESOLUTION OF DISPUTES

- All disputes and /or difference arising out of this agreement shall on the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved disputes shall be settled through arbitration as provided herein.
- Any dispute or difference whatsoever arising between the parties to the agreement, out of relating to the consideration, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled in accordance with the provisions of the Arbitration and Conciliation Act,1996.
- During the arbitration there shall be no suspension of the Agreement.
- The cost of arbitration shall be shared equally by both the parties.
- The agreement shall be governed by Indian laws and the competent courts shall have Jurisdiction.

- Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this contract to ensure continuity of operations.

INSURANCE REQUIREMENT

Firm shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to HPSEDC prior to the start of operations. Firm shall take and keep effective all the insurances during the period of the Contract.

NOTICES

- Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- Immediately on signing of Agreement, firm will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of firm and will be responsible for deliverables, communication with HPSEDC. The firm will confirm in writing the name of nodal person to HPSEDC along with his/ her official email address. Similarly, HPSEDC will appoint nodal officer and inform firm.

INTERPRETATION OF CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in the bid document, HPSEDC interpretation of the clauses shall be final and binding on all parties.

THIRD PARTY CLAIMS

- The firm (the "Indemnifying Party") undertakes to indemnify the HPSEDC (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.
- The firm shall indemnify HPSEDC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

TIME SCHEDULE

Price quoted shall remain valid till end of academic session 2025-26 from the date of signing of contract/MOU (after the scheduled date of RFP submission). The initial term of the contract will be from date of signing of

MOU till end of academic session 2025-26 and extendable upto three (3) or more years. If HPSEDC/End User decide the firm to carry on with the activities beyond the stated period, based upon the satisfactory performance of the firm, the same may be extended by additional period as required at the same commercial terms based on concurrence of the firm. The communication for extension of the contract shall be done by the client 3 months before the expiry of the contract.

FORM-A

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

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.: **SEDC/ELE-EDU/2K25-6000**] regarding Request for Proposal for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district by HPSEDC. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. 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: _____

Contact No:

Email-id:

FORM-B

DECLARATION REGARDING PAST PERFORMANCE

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. **SEDC/ELE-EDU/2K25-6000**] regarding Request for Proposal for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district by HPSEDC. I hereby declare that my company has not been debarred/blacklisted 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 truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

SCHEDULE -I

SAMPLE OF PRICE SCHEDULE/BOQ

[Para 4.5 (III)(i)]

(to be completed by bidder as per the format available on e-procurement portal
<https://hptenders.gov.in>)

Sl. No.	Description	Qty	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in percentage (%)	GST amount t in Rupee s Rs. P	Unit Price with GST Rs. P	TOTAL AMOUNT with Taxes Rs. P	TOTAL AMOUNT In Words
1.	Per student per year cost for Implementation of Learning Enhancement Program for Classes 11th to 12th (Science Stream) for Solan district.	1 Nos.					0.00	INR Zero Only

ANNEXURE-I

Form 1: Particulars of the Bidder

Sr. No	Description	Details (to be filled by the responder to the Bid)
1	Name of the Bidder	
2	Official address	
3	Phone No.	
4	Corporate Headquarters Address	
5	Phone No.	
6	Web Site Address	
7	Registration details of the bidder (Please enclose copy of the registration certificate / document confirming its legal status of the bidder)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	GST registration No.	
11	Permanent Account Number (PAN)	
12	Company's Average Revenue for last 3 financial years	
13	Bank Details (Name, Account no., Branch, IFSC, MICR)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

ANNEXURE-II
PERFORMANCE BANK GUARANTEE

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called “CONTRACTOR”) has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, __ (Bank Name) _____ having its Head Office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.
5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh

performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2024. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2024 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

ANNEXURE-III
Bank Guarantee (BG) Format for EMD

Date _____

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd., First Floor, IT Bhawan,
Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s. _____ (hereinafter called “Bidder”) has quoted against the Tender No: **SEDC/ELE-EDU/2K25-6000**
2. Invited by M/s H.P. State Electronics Development Corporation Ltd. (HPSEDC) towards supply of _____ is supposed to furnish Bank Guarantee the same valid for a period of 120 days.
3. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, __ (Bank Name)_____ having its Head Office at _____(hereinafter called “the Bank”) are bound up to the Client in the sum of Rs._____/ - (Rs._____ only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
4. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/ HPSEDC having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 120 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid not withstanding anything else contained to the contrary in this document.
5. Our responsibility under this guarantee is restricted to Rs._____/ - (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.
6. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or

extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/ HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

7. Sealed with the Common Seal of the said Bank this _____ day of _____, 2024. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2024 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Latest instructions for bidders:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

Declaration 1 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Declaration 2 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Declaration 3 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"]

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirements will be in accordance with this memorandum.