



GOVERNMENT OF HIMACHAL PRADESH

COMPREHENSIVE TENDER DOCUMENT FOR

ENHANCEMENT OF COMPETITIVENESS OF ENGINEERING AND  
MEDICAL ASPIRANTS THROUGH THE TEST SERIES IN ELIGIBLE  
GOVERNMENT SENIOR SECONDARY SCHOOLS OF HIMACHAL  
PRADESH

APRIL 2009 TO 31<sup>ST</sup> MARCH 2012

(TENDER NO.01/2009/ TEST SERIES

THROUGH

DIRECTORATE OF HIGHER EDUCATION  
LAL PANI, SHIMLA-171001

(Email: [dir.edu@rediffmail.com](mailto:dir.edu@rediffmail.com))

(Website: [www.educationhp.org](http://www.educationhp.org) )

([www.himachal.gov.in](http://www.himachal.gov.in).)

**COMPREHENSIVE TENDER DOCUMENT FOR ENHANCEMENT OF COMPETITIVENESS OF ENGINEERING AND MEDICAL ASPIRANTS THROUGH THE TEST SERIES IN ELIGIBLE GOVERNMENT SENIOR SECONDARY SCHOOLS OF HIMACHAL PRADESH**

Tender No : 01/2009/TEST SERIES

Serial No. : \_\_\_\_\_

Issued to : \_\_\_\_\_

Request No.: \_\_\_\_\_ Dated \_\_\_\_\_

Cost of Tender Document: Rs.1000/- (Rupees one hundred only) received vide Demand draft No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on (Bank)

\_\_\_\_\_ Tender

document issued on (Date) : \_\_\_\_\_

Through

Directorate of Higher Education  
Lal Pani, Shimla - 171001  
(Email: [dir.edu@rediffmail.com](mailto:dir.edu@rediffmail.com))  
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([www.himachal.gov.in](http://www.himachal.gov.in))

Authorized Signatory

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

## TENDER SUMMARY

1. Tender No. : **01/2009/ TEST SERIES**
2. Description : **Test Series for Science students to prepare them for entrance examination like CPMT, AIEEE, HPPMT and CET etc. at all India/State level.**
3. EMD : **Rs. 10,000/-**
4. Tender Document Cost : **1000/-**
5. Last Date of Submission : **02-06-2009 upto 5:00 P.M.**
6. Date and time of opening of Pre-Qualification Bid and Technical Bid of the eligible parties. : **03-06-2009 at 11:00 AM**
7. Date and time of opening of Commercial Bid of the eligible parties. : **04-06-2009 at 11:00 AM**

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

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## SECTION - I

### INVITATION FOR BIDS

This invitation of bids is for carrying out task of providing Test Series for Engineering and Medical aspirants in selected Government Senior Secondary Schools of Himachal Pradesh:-

- 1.1 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 1.2 Sealed offers prepared in accordance with the procedures enumerated in Clause -3.1 of Section -III should be submitted to the Director, Directorate of Higher Education, Lal Pani, Shimla - 171001 not later than the last date of submission.
- 1.3 All bids must be accompanied by Earnest Money of Rs. 10,000/- (Rupees Ten thousand only) in the form of Bank Draft in favour of Director of Higher Education, Himachal Pradesh, Shimla-I payable at Shimla.
- 1.4 This Tender document is not transferable.
- 1.5 Schedules for Invitation to Tender:-
  - a) Last date and time for receipt of Tender : **02-06-2009 upto 5:00 PM.**
  - b) Place, Time & date of opening of Pre-qualification bid and Technical bid of eligible parties: Office of the Director of Higher Education, Lal Pani, Shimla-171001, (H.P) on **03-06-2009 at 11:00 AM** or next working day, if it happens to be a holiday.
  - c) Place, Time & date of opening of Commercial bid of eligible parties: Office of the Director of Higher Education, Lal Pani, Shimla-171001, (H.P) on **04-06-2009 at 11:00 A.M.**
  - d) Validity of the Tender: - 60 days from the date of opening of bids.
- 1.6 Execution of the contract period:- Within 15 days of issuing "Letter of Intent".

***Note: The Department shall not be responsible in any manner for any delay including postal about non-receipt/ non-delivery of the documents.***

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

## SECTION - II

### SCOPE OF WORK AND TERMS & CONDITIONS

- 2.1 After having an overwhelming response from the students, parents in particular and Public in general, the Government of Himachal Pradesh has decided to introduce TEST SERIES for Engineering and Medical aspirants in the eligible Govt. Senior Secondary Schools of Himachal Pradesh, for the Science students (Medical and Non-Medical) of 11th and 12th classes with effect from Academic Year 2009-2010 for three years upto 31<sup>st</sup> March 2012 on self financing basis. The scope of this rate contract is:-
- 2.1.1. The department will divide the syllabus in 8 units. There will be 8 Tests and one test of complete syllabus in one academic year for class +1 and +2 (Science stream). The test series will be separate for Summer and Winter Closing Schools. The successful bidder shall have to start the Test Series in a school where at least 40 students in total of both classes (+1 & +2 science stream) are opting for this programme. The test will be conducted in the eligible school premises only. At the end of the each month, test of the prescribed syllabus will be conducted, evaluated and result alongwith answers key will be provided to the school concerned. The result/ranking will be declared district-wise & school-wise after every test. The contract shall be upto 31<sup>st</sup> March, 2012.
- 2.1.2. To provide Test Series and O.M.R. sheets to the concerned head of institution for further distribution to each student who have enrolled for Test Series one week before the date of test on the pattern of entrance examination of National/State level. After conducting the tests, OMR sheets so collected would be sent to successful bidder without any delay.
- 2.1.3. The result shall be declared within two weeks after conducting the tests and the result will be sent either by post or through e-mail wherever possible.

- 2.1.4 The successful bidder shall provide stationery to the concerned school Principal for collection of test series fee and maintenance of record thereof.
- 2.1.5 The successful bidder will conduct the 8 Test Series out of the prescribed syllabus divided in 08 parts for Test Series per class per school per year before start of academic session. The 9<sup>th</sup> test would be out of the whole prescribed syllabus in the end.
- 2.1.6 The successful bidders shall also provide the information to the concerned school for counseling of the students to be done by Principal/Science Lecturers about the forthcoming entrance examination viz. CPMT, AIEEE, HPPMT, CET etc. at all India/State level, eligibility criteria, number of seats, reservation policy and syllabus etc.

## **2.2 TERMS AND CONDITIONS:-**

- 2.2.1 Accommodation to conduct the tests will be provided by the concerned school at free of cost.
- 2.2.2 The postal charges, commission on Bank Draft and contingency charges (not exceeding Rs. 50/- per test) shall be borne by the successful bidder.
- 2.2.3 The successful bidder shall not charge the Test Series fee directly from the students. The school Principal shall collect this fee separately from the students who are willing to opt for test series before the start of 1<sup>st</sup>, 4<sup>th</sup> & 7<sup>th</sup> test in months of April, Aug & November in Summer Closing schools and April, July & October in Winter Closing schools in three installments. The student joining before the start of 4<sup>th</sup> and 7<sup>th</sup> test will be required to pay only 60% and 30% of the fee respectively. The Principal shall release the fee through Bank Draft so collected to the successful bidder as per the award of the contract after deducting all recurring and non-recurring expenses e.g. contingency charges etc. The schedule of collecting fee can be altered by Directorate of Higher Education in the first year of implementation.
- 2.2.4 The successful bidder shall give his quote for minimum fee to be charged per student for 9 Tests to be conducted in an academic session for three years i.e. 2009-10 to 2011-12, uniform for the classes XI and XII Science Stream students and the quote shall be uniform for all the schools covered under the Tender.

- 2.2.5 The provided study material i.e. question papers and answer keys would become the property of concerned student.
- 2.2.6 The performance Bank Guarantee (PBG) will be Rs.10.00 lacs from a Nationalized Bank with a branch at Shimla is to be submitted by the successful bidder and it shall be invoked at Shimla Branch. The successful tenderer shall deposit the PBG with the Director of Higher Education. The performance bank guarantee will be invoked if the successful tenderer doesn't start the series in school where at least 40 students have deposited the fee with the Principal. The amount so invoked out of PBG will be 3 times the fee deposited by the students. The successful bidder shall have to submit fresh PBG of the amount equal to the invoked money within a week, so that the PBG will remain Rs.10.00 lacs in total at any time. If the successful bidder does not deposit the invoked amount, it will count towards default. If the successful tenderer defaults in 15% or more than 15% of the schools at any given time the whole PBG will be forfeited and the contract/tender will come to an end. Non performance means non starting of the test series in a eligible school and also non-conveyance of results in time. Invoking of PBG can be more than one time for any school. The successful bidder has to start the series in the same school again. The concerned Principal will convey the non-performance to the Director of Higher Education and the Director will invoke the bank guarantee. Forfeiture of complete PBG will nullify the contract/tender.
- 2.2.7 In case the company already doing such job in the H.P. State under earlier tender, is found to be lowest bidder, the contract shall be awarded to such company subject to the following conditions:-
- i. That it has fulfilled all the terms and conditions of the earlier tender and no clause remained to be implemented.
  - ii. That no court case/ dispute between the company and the department or between the company and its master franchisees, regarding faulty implementation of the earlier contract pending in any court of law.
  - iii. That the terms and conditions of the previous tenders and MOU/any decision taken there under in relation to that document will not be applicable to the present Tender Document in any form. It will submit the good performance certificate from the concerned department of Himachal Pradesh Government.

**2.2.8 TEST SERIES SCHEDULE FOR WINTER/SUMMER CLOSING SCHOOLS:** - The successful tenderer will prepare separate schedule for winter/summer schools keeping in view the vacation schedule for these schools. In the first year of implementation re-scheduling of test series can be done by the Director of Higher Education. The schedule will be as under :-

For Summer Closing Schools		For Winter Closing Schools	
Test No.	Month (Last working day of month)	Test No.	Month (Last working day of month)
Test No.1	May	Test No.1	May
Test No.2	June	Test No.2	June
Test No.3	Aug	Test No.3	July
Test No.4	September	Test No.4	August
Test No.5	October	Test No.5	September
Test No.6	November	Test No.6	October
Test No.7	December	Test No.7	November
Test No.8	January	Test No.8	December
Test No.9	February	Test No.9	February

## SECTION-III

### INSTRUCTIONS TO BIDDERS

- 3.1. **PROCEDURE FOR SUBMISSION OF BIDS** : It is proposed to submit the Bid in a single sealed cover addressed to Director of Higher Education Himachal Pradesh, comprises Three Cover System for this tender as mentioned below:
- a) Pre-Qualification Bid in one cover.
  - b) Technical Bid in one cover.
  - c) Commercial Bid in another separate cover.
- 3.1.1 a) The pre-qualification bid should be filled in original and should be sealed in separate cover. The Pre-Qualification Bid should be super-scribed as; **PRE-QUALIFICATION BID - ENVELOPE-A** and put in a cover along with **EMD**. The bidder should sign all pages of the **PRE-QUALIFICATION BID**.
- b) The technical bid should be filled in original and should be sealed in separate cover. The technical bid should be super-scribed as; **TECHNICAL BID - ENVELOPE-B** and put in a cover. The bidder should sign all pages of the **TECHNICAL BID**.
- c) The Commercial Bid as prescribed should be filled in original for Test Series Fee rates should be per student for 9 tests in one academic year, applicable from 2009-10 to 2011-12 in a separate cover. The Commercial **BID** should be super-scribed as; **COMMERCIAL BID- ENVELOPE-C**. The bidder should sign all pages of the **COMMERCIAL BID**.
- 3.1.2 The Bidders have to qualify the **CRITERIA** as given in **SECTION-IV**, Terms and conditions of the tender and evaluation of only eligible bidders shall be undertaken.
- 3.1.3 Pre-Qualification bids will be opened on the prescribed date and time and checked for submission of **EMD** and other applicable documents specified in Section-III "Clause-3.7 Documents Comprising the Bids".

3.1.4. Technical bids of only the bidders who have short-listed from the Pre-qualification bids will be opened. Similarly, commercial bids of only the bidders short listed from the Technical bids having 60 or above marks will be opened. The bids will be opened on the scheduled date and time even in case of absence of the tenderers. In case the qualified bidders are less than three, the Director of Higher Education have the power to relax the condition to made the bidder upto three as per merit in Technical Evaluation.

3.1.4 The final cover thus prepared should indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late".

3.1.5 The bids received late and declared late by the Tender Evaluation Committee, after the last date and time for receipt of bids prescribed in the tender document shall be rejected and/or returned unopened to the bidder.

## 3.2 TENDER EVALUATION

The bids will be opened and checked for eligibility criteria under "Tenderer's qualification Section-IV" Clause- 4.1. Bids of only those bidders who qualify the eligibility criteria will be processed further.

3.2.1 The Tender Evaluation Committee as constituted by the Govt. shall evaluate the Pre-qualification bid, technical bid and Commercial bids and the decision of the committee shall be final.

3.2.2. In case of a tie in the rate quoted in the commercial bid, the tender will be awarded to the bidder who scores highest marks in technical evaluation. Further if there is tie in the scores of Technical evaluation the tender will be awarded to the bidder with highest turnover.

3.2.3. The successful bidder shall be issued a Letter of Intent (LOI) by the Director Higher Education, Himachal Pradesh. Pursuant to this, the successful bidder shall sign the MOU with the Director of Higher Education, Himachal Pradesh, within SEVEN DAYS of the issue of Letter of Intent alongwith required Performance Bank Guarantee, failing which his EMD shall stand forfeited.

### **3.3. COST OF TENDER DOCUMENT**

- 3.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Government and the Government will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 3.3.2 The tenderer is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.
- 3.3.3 The successful bidder shall bear all costs involved in preparation of the agreement etc.

### **3.4. CLARIFICATION REGARDING TENDER DOCUMENT:-**

The bidder may seek any clarification about the tender document during pre bid meeting which will held on 29-05-2009 at 11:00 A.M. in the chamber of Director of Higher Education, H.P. Shimla & the decision of the Director of Higher Education shall be final.

### **3.5. AMENDMENT OF TENDER DOCUMENT:-**

- 3.5.1 At any time the Government, may for any reason, whether at its own initiative modify the Tender Document by an amendment.
- 3.5.2 The amendment will be notified in writing will be available on departmental website [www.educationhp.org](http://www.educationhp.org) or [www.himachal.gov.in](http://www.himachal.gov.in) to the prospective Tenderers who have received the Tender Documents and amendments will be binding on them.
- 3.5.3 In order to afford prospective Tenderers reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Government may, at its discretion, extend the last date for the receipt of Bids.

### 3.6. LANGUAGE OF BIDS :-

The Bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Government, shall be written in the English language.

### 3.7 DOCUMENTS COMPRISING THE BIDS:-

3.7.1 The Bids prepared by the Bidders shall comprise of following components:

#### **(a) Pre-Qualification Bid - consisting of the following:**

- i) Bid Proposal sheet duly filled in, signed and complete in all respects. (Proforma -I).
- ii) Declaration, typed on Societies/Trusts Letter Head, and signed by Authorized signatory.
- iii) Proforma II to V duly filled in and signed by the Authorized signatory of the Bidder.
- iv) Certified Copy of Certificate of Incorporation and Memorandum and Articles of Association/Registration Certificate alongwith memorandum of association and bye laws of the society/trust.
- v) Copy of latest income tax Clearance Certificate or copy of latest Income Tax Return with PAN/TAN No and EPF No.
- vi) General Power of Attorney executed in favour of person (s) authorized to sign the tender bid and contract and all correspondence/documents thereof.
- vii) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder. Audited Annual Reports of the company can be submitted in lieu of Audited Statements certified by Chartered Accountant.

- viii) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder clearly indicating the turnover in education related activities. Detail of expenditure carried out by the Society/Trust for exclusive educational related activities for last three years.
- ix) Documentary Evidence (signed by the Authorized Signatory) proving that Bidder fulfills the Eligibility Criteria as stated in Section IV, Article 4.1. Documentary Evidence should be provided as per Proforma III.
- x) Documentary Evidence (signed by the Authorized Signatory) proving that Bidder has provided all the applicable data and documents required for carrying out the evaluation of their Bid as per the parameters given in Section-IV, Clause 4.1 Documentary Evidence should be provided as per Proforma III.
- xi) The list of centers in Himachal Pradesh if any with complete address where such services are being provided may be enclosed. Bidder may have to show additional proof for these centers subsequently if requested by the Director Higher Education. This condition is not mandatory for eligibility.
- xii) Proof of payment of Tender Fee of Rs.1000/-or Demand Draft of Rs. 1000/- (to be enclosed with the Pre-qualification Bid) in case of the tender document downloaded from website.
- xiii) Earnest Money of Rs.10,000/-(Rs. Ten thousand only) in the form of Bank Draft in favour of the Director of Higher Education Himachal Pradesh, Shimla-1 payable at Shimla. The Earnest Money of the Successful Bidder (s) will be refunded after the submission of requisite Performance Bank Guarantee (PBG) in the shape of irrevocable Bank Guarantee. No interest will be payable on the EMD.

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

**(b) Technical Bid - consisting of the following:**

- i) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder. Audited Annual Reports of the company can be submitted in lieu of Audited Statements certified by Chartered Accountant.
- ii) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder clearly indicating the turnover in education related activities. Detail of expenditure carried out by the Society/Trust for exclusive educational related activities for last three years. (Attach proof).
- iii) Number of states/U.T.s where the Society/Trust is already running educational related activities. (Attach address proof of the registered office of the Society/Trust).
- iv) Number of states/U.T.s where the Society/Trust is already running Test Series/Crash Course Programme. (Attach address proof of the registered office of the Society/Trust).
- v) Years of experience in educational related activities.
- vi) Years of experience in test series/crash course programme.

**TECHNICAL EVALUATION:-**

Sr. No.	Criteria	Maximum Marks
1	Financial Capability: - Total turn over in the last three years of the bidders. 25 lacs to 50 lacs=10 More than 50 lacs to 75 lacs=15 More than 75 lacs=20	20
2.	Total turnover in education related activities. 10 lacs to 30 lacs=10 More than 50 lacs to 75 lacs=15 More than 50 lacs=20	20

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

3.	Number of states/U.T.s where the Society/Trust is already running educational related activities:- 1-3= 03 4-6=06 More than 6 =10	10
4.	Number of state for where bidder is implementing test series/crash course programme: - (in case of Zero state then ZERO marks will be given). Franchises won't be considered. 1-3= 10 4-6=15 More than 6 =20	20
5.	Years of experience in educational related activities :- 5-7 yrs=03 8-10=06 More than 10 yrs =10	10
6.	Years of experience in test series/crash course programme:- 1-3 yrs=10 4-6=15 More than 6 yrs =20	20
	Total	100

**(c) Commercial Bid - consisting of the following: -**

- i) The bidder shall quote for minimum fee to be charged per student for 9 Tests to be conducted in an academic session for three years i.e. 2009-10 to 2011-12, uniform for the Science students of XI and XII classes and the quote shall be uniform for all the schools covered under the Tender. Further the quoted fee rate shall cover the entire period of the contact i.e. from the actual date of delivery-of Test Series in respective schools to the end of the academic year 2011-2012 i.e. upto 31<sup>st</sup> March 2012. The Bidder shall quote the fee rate for implementing the assigned jobs as per the detailed terms and conditions contained in the Tender Document on Proforma -V.

## SECTION -IV

### TERMS AND CONDITIONS OF THE TENDER

#### **4.1. (a) TENDERER'S QUALIFICATION:**

- 4.1(a).1 The Tenderer should have been a registered society/trust (atleast five year old) under relevant Acts/laws and engaged in Education related services/academic activities for the last five years. No franchise would be considered for the purpose whatsoever.
- 4.1(a).2 The Tenderer must have a minimum turn over of Rs.25,00,000/- (Rs. twenty five lacs) in the last three years. (Attach Proof).

#### **4.1. (b) OTHER INSTRUCTIONS :**

- 4.1(b).1 The Tenderer should have valid Income Tax Certificate/Return.
- 4.1(b).2 The Tenderer shall give a complete list of their own centers and institutions where such job assignments are being performed/handled by it, if any.
- 4.1(b).3 In no case the successful bidder shall be allowed to sublet its functions in respect of this project either wholly or in parts, to any subcontractor/sub-franchisee at any stage. That means, third party involvement/participation is not allowed. If found, the contract shall be terminated with immediate effect and bank guarantee shall be invoked.
- 4.1(b).4 The contract period shall be from date of signing of MOU/agreement upto 31/03/2012.
- 4.1(b).5 The normal Test timings will be during school hours (tentative three hours of duration) on last working day of the prescribed month.
- 4.1(b).6 The individual signing the tender or other document, in connection with the tender, must certify whether he or she has signed as:-  
 An authorized signatory of the Society/Trust or attorney of such sole proprietor.  
 Constituted attorney of the firm, if it is a company.
- 4.1(b).7 Tenders with incomplete information OR not in accordance with instructions or without EMD are liable to be rejected.
- 4.1(b).8 The Govt. reserves the right to inspect the centers of the Tenderers already in operation for verification purposes.
- 4.1(b).9 The Government reserves the right to negotiate further for reduction of rates as quoted in the tender.
- 4.1(b).10 The implementation schedule specified in the Contract should be strictly adhered to.

- 4.1(b).11 The successful bidder will have to establish an office in the Directorate of Higher Education, H.P. Shimla and engage required staff for implementation of the tender.
- 4.1(b).12 The Company shall be liable to provide 9 Tests in a year.
- 4.1(b).13 In case of false information/documents supplied by any bidder the EMD shall be forfeited.
- 4.1(b).14 The Director of Higher Education, H.P. Shimla on behalf of Govt. reserves the right to accept or reject any or all tenders/MOU/Contract at any time without assigning any reason whatsoever in public interest. The Govt. has the right to cancel the contract at any stage and the bidder will not be entitled for any compensation.
- 4.1(b).15 If the EMD of the successful bidder is forfeited as a measure of penalty imposed due to non-implementation of test series the Govt. shall have the right to award the tender to the next bidder on merit in technical evaluation.

#### **4.2 MONITORING OF THE SCHEME :-**

The scheme will be monitored monthly at the following levels:-

**(i) Institutional Level:**

At the Institutional level, the Principal of the concerned school shall monitor the scheme on monthly basis. He will deposit the fee of each installment to the successful bidder's Headquarter Office within seven days of its collection. Fee to the concerned Society/Trust will be paid by the Head of Institution in three installments after deducting the postal charges, commission on bank draft and contingency charges etc. before the start of 1<sup>st</sup>, 4<sup>th</sup>, 7<sup>th</sup> tests in the months of April, August and November in summer Closing and in April, July and October in Winter Closing school respectively. Non performance by the successful bidder will be reported to the Director of Higher Education within two weeks after the date of conduct of a test. The schedule of collecting fee can be altered by Directorate of Higher Education in the first year of implementation.

(ii) **Distt. Level:**

At distt. Level the Deputy Director of Higher Education of concerned distt. will monitor the scheme by making regular as well as surprise visits by getting feedback from the school Principals. He will be having series of meetings with Heads of Sr. Sec. Schools and science lecturers for making this project more fruitful by encouraging and providing useful tips regarding entrance examinations. The concerned Principal/Science Lecturers will counsel the students regarding forthcoming entrance examinations, eligibility criteria, number of seats, reservation policy, syllabus etc. and this will be provided by the successful bidder.

(iii) **State Level :-**

Any Officer from Directorate of Higher Education can be deputed for monitoring the scheme from time to time.

**PAYMENT OF FEES :-**

Fee to the concerned Society/Trust will be collected and paid by the Head of Institution to the concerned Society/Trust in three installments after deducting the postal charges, commission on bank draft and contingency charges etc. before the start of 1<sup>st</sup>, 4<sup>th</sup> & 7<sup>th</sup> test in the months of April, August & November in Summer Closing schools and April, July and October in Winter Closing school respectively every year. He will deposit the same through the bank draft to the Society/Trust headquarter. Grounds/reasons for withholding TEST SERIES-Fee must be clearly spelt out by the Principal of the concerned school. In case of excess deductions being made from TEST SERIES-Fee collected, the reasons for this action must be intimated to the Society/Trusts Office as well as to Directorate of Hr. Education in writing. In case the TEST SERIES-Fee is withheld without any valid reason/extraneous arguments, the concerned Principal will be held responsible for the consequences that may arise as a result of this action on his part.

#### **4.2.1 SYLLABUS :-**

The Syllabus for XI and X11 Science Stream (Medical and non Medical) will be according to the syllabus prescribed by HP Board of School Education Dharamshala. The syllabus will be divided into 8 units each for one test. The test series will be separate for Summer and Winter Closing schools. The ninth test will be from whole syllabus. The unit wise syllabus will be provided by bidder to the schools for test series.

#### **4.3 EXECUTION OF THE CONTRACT AWARDED:**

The completion period of the said tasks should be adhered to as will be mentioned in the Award of Contract. The Society/Trust will START the process of TEST SERIES in the schools, within a period specified period as mentioned in Tender document/agreement/MOU.

#### **4.4 STANDARD OF PERFORMANCE**

4.4.1 The Tenderer shall always act in respect of any matter relating to this contract, as faithful advisors to the Government and shall, at all times, support and safeguard the Governments legitimate interests in any dealings with the third party.

4.4.2. The performance of the awardee and standard of Test Series shall be monitored and judged by devising an appropriate mechanism by the Govt. and the Government reserves the right to do so by any measure and reserve the right to cancel the contract at any time if the performance is not up to the mark, after affording adequate opportunity to the party in this regard.

#### **4.5 USE OF CONTRACT DOCUMENTS AND INFORMATION:**

4.5.1 The qualified Tenderer shall not, without the Government's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Government in connection therewith to any person other than a person employed by the consultant 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.

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

- 4.5.2 The qualified Tenderer shall not without the Government's prior written consent, makes use of any document or information.
- 4.5.3 Any document other than the contract itself shall remain the property of the Government and shall be returned (in all copies) to the Government on completion of the qualified Tenderer performance under the contract, if so required by the Government.

#### **4.6 EARNEST MONEY, SECURITY AND PENALTY:**

- 4.6.1 The Tenderer must deposit Earnest Money, along with tender document, Rs. 10,000 in the form of Bank Draft in favour of Director of Higher Education, Himachal Pradesh, Shimla payable at Shimla.
- 4.6.2 The performance bank guarantee will be invoked if the successful tenderer doesn't start the series in a school where at least 40 students have deposited the fee with the Principal. The amount so invoked out of PBG will be 3 times the fee deposited by the students. The successful bidder shall have to submit fresh PBG of the amount equal to the invoked money within a week, so that the PBG will remain Rs.10.00 lacs in total at any time. If the successful bidder does not deposit the invoked amount, it will count towards default. If the successful tenderer defaults in 15% or more than 15% of the schools at any given time the whole PBG will be forfeited and the contract/tender will come to an end. Non performance means non starting of the test series in a eligible school and also non-conveyance of results in time. Invoking of PBG can be more than one time for any school. The successful bidder has to start the series in the same school again. The concerned Principal will convey the non-performance to the Director of Higher Education and the Director will invoke the bank guarantee. Forfeiture of complete PBG will nullify the contract/tender.

#### **4.6.3 LIABILITY:-**

Any liability including payment/levy of any tax/taxes arising during or after the execution of the contract will be the liability of successful bidder.

#### **4.7 TERMINATION FOR DEFAULT:**

4.7.1 The Government may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part if:

- The qualified Tenderer fails to deliver any or all of the obligations within the time period (s) specified in the contract, or any extension thereof granted by the Government.
- The qualified Tenderer fails to perform any other obligation(s) under the contract including the mechanism including devised under clauses 4.4.2 & 4.6.
- The qualified Tenderer becomes, bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Government.

#### **4.8 CONFIDENTIALITY:**

4.8.1 The contractor and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Government's business or operations without the prior written consent of the Government.

#### **4.9 FORCE MAJEURE:**

4.9.1 Notwithstanding the provisions of the tender, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

4.9.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

4.10.3 If a Force Majeure situation arises, the qualified tenderer shall promptly notify the Government in writing of such conditions and the cause thereof. Unless otherwise directed by the Government in writing, the contractor 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. The Government may terminate this contract, by giving a written notice of minimum 30 days to the contractor, if as a result of Force Majeure, the contractor being unable to perform a material portion of the services for a period of more than 60 days.

**4.10 GOVERNING LANGUAGE:**

4.10.1 The contract shall be written in the language of the bid, as specified by the Government, in the Instructions to Tenderers. Subject to clause-3.6 of Section-III, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

**4.11 OTHER CONDITIONS:**

4.11.1 All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the Sole arbitrator i.e. Principal Secretary/ Secretary (Education) to the Govt. of H.P. The award of sole arbitrator shall be final and binding on both the parties under the provision of Indian Arbitration and conciliation Act 1996 or by statutory modification reenactment thereof from the time being in force. Such arbitration shall be held at Shimla.

4.11.2 In all matters and disputes arising there under, the appropriate Courts at Shimla alone shall have jurisdiction to entertain and try them.

**SECTION- V**

**BID PROPOSAL PROFORMAE**

To

The Director of Higher Education  
Lal Pani, Himachal Pradesh,  
Shimla-171001.

Subject : Enhancement of competitiveness of Engineering and Medical aspirant students through the Test Series in eligible Government Senior Secondary Schools in Himachal Pradesh.

Dear Sir,

1 We, the undersigned Tenderers, having read and examined in detail the specifications and all bidding documents in respect of providing TEST SERIES Services as specified in the bidding document.

2 **PRICE AND VALIDITY**

2.1 All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the last date of submission of bids.

2.2 We do hereby confirm that our bid prices include all taxes including Income Tax & Professional Tax.

2.3 We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3 **EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs.10,000/- (Rupees Ten thousand only).

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

4 **BID PRICING**

We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the bidding document.

5 **QUALIFYING DATA**

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Thanking you,

Yours faithfully,

(Signature)

Date : Name :

Place : Designation :

Business Address : Seal :

**PROFORMA-I**

**BID PROPOSAL SHEET**

**GENERAL INFORMATION**

a) Profile of the Bidder:

The Bidder should furnish the following details

1. Name of the Society/Trust : \_\_\_\_\_
2. Registered with :- \_\_\_\_\_
3. Registration number of the Society/Trust & date of registration (attach Registration Certificate, Memorandum of the Society/Trust ):  
\_\_\_\_\_
4. Correspondence/Registered Office address :-  
\_\_\_\_\_  
\_\_\_\_\_
5. Phone number and FAX No. \_\_\_\_\_
6. Number of years in operation in education related activities : \_\_\_\_\_  
(attach proof).
7. Detail of providing service related to educational activities in Himachal Pradesh  
(attach proof)

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible  
Government Senior Secondary Schools of Himachal Pradesh.

8. Any other details in support of offer :

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

(Signature of tenderer alongwith seal)

Witnesses (2 Nos.):

1. Signature \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Signature \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROFORMA-II

### SPECIAL INFORMATION

1. Name of the Society/trust:
2. Address:
3. Annual turnover for last 3 years:

Year	Annual Turnover in India (Rs.)
2005-2006	
2006-2007	
2007-2008	

Note: Copy of audited financial statement of the bidder should be submitted as proof. Only turnover of bidding Bidder will be taken into account, and not of associated or sister companies.

4. Annual turnover for last 3 years in education related activities :

Year	Annual Turnover in India (Rs.)
2005-2006	
2006-2007	
2007-2008	

Note: Copy of audited financial statement of the bidder should be submitted as proof. Only turnover of bidding Bidder will be taken into account, and not of associated or sister companies.

5. Statement of experience in academic related activities:-

(Order copy/agreement copy to be enclosed)

S.No.	Number of State/UTs where education related activities are carried out.	Name of the State/UT

6. Statement of experience in Test Series/Crash Course Programme:-

(Order copy/agreement copy to be enclosed).

S.No.	Number of State/UT with whom Test Series/Crash Course programme undertaken	Name of the State/UT

7. Years of experience in educational related activities:-

8. Years of experience in test series/crash course programme:-

Signature of the bidder with seal

## PROFORMA-III

### CHECK LIST FOR FULFILMENT OF ELIGIBILITY/EVALUATION CRITERIA

**(a) Pre-Qualification Bid - consisting of the following:**

- i) Bid Proposal sheet duly filled in, signed and complete in all respects. (Proforma -I).
- ii) Declaration, typed on Societies/Trusts Letter Head, and signed by Authorised signatory.
- iii) Proforma II to V duly filled in and signed by the Authorized signatory of the Bidder.
- iv) Certified Copy of Certificate of Incorporation and Memorandum and Articles of Association/Registration Certificate alongwith memorandum of association and bye laws of the society/trust.
- v) Copy of latest income tax Clearance Certificate or copy of latest Income Tax Return, PAN/TAN No and EPF No.
- vi) General Power of Attorney executed in favour of person (s) authorized to sign the tender bid and contract and all correspondence/documents thereof.
- vii) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder. Audited Annual Reports of the company can be submitted in lieu of Audited Statements certified by Chartered Accountant.
- viii) Documentary Evidence (signed by the Authorized Signatory) proving that Bidder fulfills the Eligibility Criteria as stated in Section IV, Article 4.1. Documentary Evidence should be provided as per Proforma III.
- ix) Documentary Evidence (signed by the Authorized Signatory) proving that Bidder has provided all the applicable data and documents required for carrying out the evaluation of their Bid as per the parameters given in Section-IV, Clause 4.1 Documentary Evidence should be provided as per Proforma III.

- x) The list of centers in Himachal Pradesh if any with complete address where such services are being provided, as per Proforma II. Bidder may have to show additional proof for these centers subsequently if requested by the Director Higher Education. This condition is not mandatory for eligibility.
- xi) Proof of payment of Tender Fee of Rs.1000/-or Demand Draft of Rs. 1000/- (to be enclosed with the Pre-qualification Bid) in case of the tender document downloaded from website.
- xii) Earnest Money of Rs.10,000/-(Rs. Ten thousand only) in the form of Bank Draft in favour of the Director of Higher Education Himachal Pradesh, Shimla-1 payable at Shimla. The Earnest Money of the Successful Bidder (s) will be refunded after the submission of requisite Performance Bank Guarantee (PBG) in the shape of irrevocable Bank Guarantee. No interest will be payable on the EMD.

**(b) Technical Bid - consisting of the following:**

- i) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder. Audited Annual Reports of the company can be submitted in lieu of Audited Statements certified by Chartered Accountant.
- ii) Audited Balance Sheet and Income Statement for the last 3 years duly signed by the Statutory Auditors and authorized signatories of the Bidder clearly indicating the turnover in education related activities. Detail of expenditure carried out by the Society/Trust for exclusive educational related activities for last three years. (Attach proof).
- iii) Number of states/U.T.s where the Society/Trust is already running educational related activities. (Attach address proof of the registered office of the Society/Trust).
- iv) Number of states/U.T.s where the Society/Trust is already running Test Series/Crash Course Programme. (Attach address proof of the registered office of the Society/Trust).
- v) Years of experience in educational related activities.
- vi) Years of experience in test series/crash course programme.

Signature of the bidder with seal

## PROFORMA-IV

### IMPLEMENTATION SCHEDULE

Signing of Contract	: Day 1
Distribution of syllabus for test series (9 test series)	: 15 days from issue of LOI.
Registration of students	: 2 <sup>nd</sup> week of June 2009.
Preparation/dispatch of material (Question Paper for Test Series)	: 25 <sup>th</sup> of every test month.
Schedule of conduct of Monthly Test Series	: As mentioned below.

For Summer Closing Schools		For Winter Closing Schools	
Test No.	Month (Last working day of month)	Test No.	Month (Last working day of month)
Test No.1	May	Test No.1	May
Test No.2	June	Test No.2	June
Test No.3	Aug	Test No.3	July
Test No.4	September	Test No.4	August
Test No.5	October	Test No.5	September
Test No.6	November	Test No.6	October
Test No.7	December	Test No.7	November
Test No.8	January	Test No.8	December
Test No.9	February	Test No.9	February

The above schedule of implementation is acceptable to us.

Signature of the bidder with seal

Note: the actual contract period will start from the days of signing of Contract.

Tender document for enhancement of competitiveness of Engineering and Medical aspirants through the Test Series in eligible Government Senior Secondary Schools of Himachal Pradesh.

**PROFORMA-V**

**COMMERCIAL BID**

The fee to be charged per student uniformly, for class XI and XII science students of eligible Govt. Sr. Sec. Schools covered in the tender for 9 test series an academic year shall be in figure as well as in words. The quoted fee rates should be inclusive of all taxes and levies. The rate quoted will be the same for subsequent years also. If there is any difference in the fee quoted in words and in figures then the amount in words will be taken as final.

Rs. ....  
( In figures)

Rs. ....  
( In words )

(Signature)/Seal