



सत्यमेव जयते

**High Commission of India
Colombo**

**NOTICE INVITING TENDER FOR RATE CONTRACT FOR SUPPLY OF NOTEBOOKS
AND SCHOOL BAGS TO HIGH COMMISSION OF INDIA, COLOMBO, SRI LANKA.**

Tender No: COL /DC/228/01/2023-02	DATED: 01.10.2023
<u>Important Dates</u>	
Published Date	01.10.2023
Bid Document Download Start Date	01.10.2023
Clarification Start Date	01.10.2023
Clarification End Date	20.10.2023
Pre bid	16.10.2023 (1500hrs)
Bid Submission Start Date	01.10.2023
Bid Submission End Date	31.10.2023 (1230hrs)
Date of Technical Bid Opening	31.10.2023 (1430hrs)

The bids (technical and financial) shall be posted/handed over in separate covers to High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka on or before 1230 hrs on 31.10.2023.

NOTICE INVITING TENDER (NIT)

1. Bids are invited from authorized bidders/contractors for “Empanelment of Rate Contract for Supply of Notebooks and School Bags to High Commission of India, Colombo, Sri Lanka”.
2. The annual supply of Notebooks and School Bags for High Commission of India, Colombo is estimated to be 60,000 and 20,000 respectively. This is only an indicative estimate to enable the bidders to make an effective bid. Actual numbers may vary at the time of order as per requirement.

The two-bid system (Technical and Financial) shall be followed for this tender. The technical and financial bids (complete in all respects) shall reach, Counsellor (Development Cooperation), High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka by not later than 1230 hrs on 31.10.2023 in separate covers.

3. Eligibility Criteria for Bidders:

- i) Only Sri Lankan and Indian companies registered in Sri Lanka are eligible for bidding.
- ii) The bidder shall have minimum 3 years of experience of supplying items covered under this tender in bulk to schools or other educational institutes in Sri Lanka and/or abroad (Valid proof has to be attached).
- iii) The bidder shall have a minimum turnover of SLR 38,000,000/- during last three years ending 31st March of the previous financial year. (Attested copies of supported documents i.e. income tax returns etc. Of last 3 financial years must be submitted along with the technical bid)
- iv) The bidder shall not have been blacklisted by any of the Departments/Ministries/organisation of the Government of Sri Lanka. A duly signed undertaking to this effect must be submitted with the technical bid;
- v) The bidder should possess valid VAT/Tax registration. Attested copies of the same must be submitted with the technical bid;

4. Submission of bids:

- i) The bids (technical and financial) shall be posted/handed over to High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka not later than 1230 hrs on 31 October 2023 in separate covers.
- ii) The bids (complete in all respect) must be posted as explained below:

Cover 1 - (Technical Bid)		
Sl. No.	Document	
1.	Earnest Money Deposit (EMD) / Bid Security as specified below at (IV) (scanned copy) and bank details (certified copy)	
2.	Income Tax return and copy of balance sheet (including profit & loss account statement) for last three financial years	
3.	Tax Registration no. along with registration certificate	
4.	Proof of minimum 3 years of experience of supplying items covered under this tender in bulk to schools or other educational institutes in Sri Lanka	
5.	Undertaking that the bidder has not been blacklisted by	

	any Departments / Ministries / Organisations of the Govt of Sri Lanka.	
6.	Registration and incorporation certificate of firm / Company	
7.	Compliance statement that bidder agrees to all terms and conditions of this tender document	
8.	Certificate that the quality, material of Notebooks and School Bags supplied by the bidder are in compliance with the specifications mentioned at Annexure I.	
Cover-2(Financial Bid)		
Sl. No.	Document	
1.	Financial bid as per Annexure-II of this tender document (should be quoted in Sri Lankan (SLR))	

iii) Companies shall submit their quote in Sri Lankan Rupees (SLR).

iv) EMD/Bid Security: The amount of EMD/Bid Security shall be submitted as specified below. The EMD/Bid Security in the form of Bank Guarantee shall be submitted along with the Technical bids (in the same envelope). Bidders shall submit EMD/Bid Security drawn in favour of High Commission of India, Colombo payable at “State Bank of India, Colombo”. Sri Lankan bidder shall submit EMD/Bid Security in the form of Bank Guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka. The Bid Guarantee should be valid for a period of 45 days beyond the bid validity period. Bidders are requested to provide a letter of confirmation from the concerned Bank Guarantee issuing authority to the High Commission of India at **dc.colombo@mea.gov.in** along with the following details:

- (i) Date of issue
- (ii) Bond number
- (iii) Value
- (iv) To whom the bond is issued

The EMD/Bid Security payments may be made as below:

Sn. No	Items	EMD/Bid Security (in SLR)
1	Notebooks and School Bags	760,000

a. Tender received without EMD/Bid Security or EMD/Bid Security for lesser amount will be summarily rejected.

b. The EMD/Bid Security will be returned to the bidder(s) whose offer is not accepted by High Commission of India, Colombo within 30 days from the date of signing the agreement with the successful bidder. In case of unsuccessful bidders during first stage (i.e. technical evaluation) will be returned within 30 days of declaration of result of first stage. However, if the return of EMD/Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.

c. The EMD/Bid Security of the successful bidder(s) will be returned on receipt of Performance Guarantee after awarding the first supply order.

d. **EMD of a bidder will be forfeited, if the tenderer withdraws or amend its**

tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

5. **Financial Bid:** The bidder must submit their financial bid in the prescribed format specified at **Annexure II** of this tender document and no other format is acceptable. If the format is found to be modified, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later;

6. **Critical Dates:** Given in page no. 1 of the Tender document

7. **Extension of last date at the Discretion of the High Commission of India, Colombo:** The High Commission of India, Colombo may at its discretion can extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the High Commission of India, Colombo' website: <https://hccolombo.gov.in>

8. **Opening of Technical Bid & Financial Bid:**

i) The sealed quotations (technical bids) will be opened on 30.10.2023 at 1430 hrs at High Commission of India, Colombo. Bidders can attend the same virtually or physically. (Virtual link for participation shall be put up on the website: www.hccolombo.gov.in .) After scrutiny of technical bids by the TEC, financial bids will be opened.

ii) Financial bids of only those bidders, whose technical bids are declared eligible by the committee, will be evaluated;

iii) After scrutiny of technical bids, the High Commission of India, Colombo shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids. Eligible bidders could participate in the financial bid opening either virtually or physically. (Virtual link for participation shall be put up on the website: www.hccolombo.gov.in.)

iv) In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day.

9. **Validity of Bid:** The bids shall be valid for a period of 180 days from the last date of submission of bids. A bid for a shorter period of validity shall stand rejected.

10. **Non transferability:** This tender is non-transferable. Incomplete and conditional Tenders will be summarily rejected.

11. **Non-withdrawal of Bids:** No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

12. **Basis of awarding the contract:**

The contract shall be awarded on the basis of Technical Evaluation Committee's evaluation report. Bidders technically qualified and willing to match L1 rates will be empanelled at L1 rates for a period of one (1) year initially. This may be extended annually up to two (2) years at mutual consent of the concerned parties.

13. **Purchasers Rights:**

i) High Commission of India, Colombo reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever;

ii) High Commission of India, Colombo reserves the right to relax/withdraw any of the

terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract;

iii) High Commission of India, Colombo reserves the right to black list a bidder for a suitable period in case the firm fails to honour its bid without sufficient grounds;

iv) If a firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its performance guarantee shall be forfeited;

v) Terms and conditions specified at **Annexure-III** of the Tender Document shall be binding on the Supplier;

vi) It shall in no way be binding on the High Commission of India, Colombo to purchase the exact number of quantities as indicated in the Tender Document. The actual quantities that may be purchased by the High Commission of India, Colombo may vary.

14. **Performance Bank Guarantee (PBG):**

i) Successful Bidder(s) will be required to submit a performance bank guarantee at 5% of the value of supply order at the time of award of work along with the acceptance of award of work. The performance guarantee will be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

ii) Bidders shall submit Unconditional Performance Bank Guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka in favour of High Commission of India, Colombo.

iii) If successful bidder(s) fails to furnish the required bank guarantee within the specified period, EMD will be forfeited and the bidder will be barred from participating in future tenders of the High Commission of India, Colombo.

15. **Delivery**

The items duly inspected, against all the orders received by the bidder will be delivered to High Commission of India, 36-38, Galle Road, Colombo, Sri Lanka. These Notebooks and School Bags shall be delivered as early as possible whenever an order is placed.

Packing Instructions:

i) **Packing Instructions:**

a) Notebooks to be bundled in appropriate cover making sets. One set will comprise of 3 Note books.

b) Each School Bag needs to be packed appropriately.

ii) **Branding:**

The successful bidder may brand the items as below:

a) The logo given in **Annexure-IV** shall be printed on the School Bags at an appropriate noticeable place.

b) The Logo given in **Annexure-IV** shall be printed on the cover of each Notebook.

16. Genuineness of the supplies:

- i) In case of any manufacturing defect of any shape/kind, damage of any type the item shall have to be immediately replaced with a new one immediately.
- ii) The supply shall be completed within the stipulated time.

17. Payment:

- i) Payment against bill/invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of High Commission of India, Colombo. Payment will be done as per the approved rates.
- ii) Payment will be made by High Commission of India, Colombo through cheque or bank transfer. No request for other mode of payment will be entertained.

18. Amendment of Bidding Document:

- i) At any time prior to the deadline for submission of bids, the High Commission of India, Colombo may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document;
- ii) Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as “corrigendum” on the High Commission of India, Colombo’ website: <https://hcicolombo.gov.in>. Such amendments/ modifications shall be binding on all the prospective bidders;
- iii) High Commission of India, Colombo at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids;
- iv) High Commission of India, Colombo reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason;
- v) Further Addendum/Corrigendum if any will be uploaded onto the website of HCI only. The decision of High Commission of India, Colombo, in this regard, shall be final and binding on all.

19. Corrupt or Fraudulent Practices:

- i) It is expected that the bidders who wish to bid for this tender have highest standards of ethics;
- ii) High Commission of India, Colombo shall reject the bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this order;
- iii) High Commission of India, Colombo may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of order.

20. Settlement of Disputes and Arbitration:

If any dispute arises in successful supply and delivery of the items with successful bidder with regard to the interpretation, meaning and breach of the terms and conditions, the matter shall be resolved in accordance with ICADR Arbitration Rules, 1996. The seat of arbitration shall be New Delhi and the language shall be English.

21. Governing Laws and Disputes:

All disputes shall be construed and governed by the Laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts of Law of Delhi.

**(Eldos Mathew Punnoose)
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Annexure –I

Technical specification for Notebooks and School Bags:

S.No	Item	Specification	Remarks
1	Notebook	<ul style="list-style-type: none">• White Paper• 60gsm above• Durable Cover to prevent water soakage• Durable Binding• A5• 200 pages (single line)	
2	Waterproof School Bags (25 litres)	<ul style="list-style-type: none">• Outer Material: Nylon or Polyester (Water resistant)• Capacity: 25 litres• Minimum 2 to Maximum 3 compartment with side water bottle pocket• Unisex	
3	Waterproof School Bags (40 litres)	<ul style="list-style-type: none">• Outer Material: Nylon or Polyester (Water resistant)• Capacity: 40 litres• Minimum 2 to Maximum 3 compartment with side water bottle pocket• Unisex	

Annexure II

Financial Bid

Bidder Name			
PRICE SCHEDULE			
(Template must not be modified by the bidder and the same should be used for quoting price else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only)			
Sl.No	Item Description	Quantity	Per unit cost (excluding Taxes)
1	Notebooks	60000	
2	School Bags (25 liters)	10000	
3	School Bags (40 litres)	10000	
TOTAL in Figures			
Quoted rate in Words (excluding taxes)			

Annexure – III

**High Commission of India
Colombo

Terms & Conditions

1. Prices:

(i) The prices should be quoted on fixed and firm basis (inclusive of making, packaging and transportation). The supplier will be responsible for bearing all the charges (including transportation, insurance, charges at both origin and destination, but excluding taxes and duties levied by Government of Sri Lanka).

(ii) The rate quoted by the supplier /bidder shall be final and no change in the same shall be allowed under any circumstances during the currency of rate contract.

(iii) All statutory payments and arrangements like transportation, helper, loading/unloading or supply of good to the premises, compensation in case of accident or loss etc to the workers or machinery employed by the supplier shall be borne by the supplier only.

2. Specifications: As per description of the items mentioned in **Annexure-I**.

3. Supply: Vendor will ensure sufficient stock of the awarded items ready at all the time to deliver on urgent basis.

4. Sales Tax/Excise Duty/Custom Duty/GST: As applicable (detailed in the NIT).

5. The supplier will be responsible for replacement/ rectification of defected items within the stipulated period.

Annexure – IV

LOGO



GIFT FROM PEOPLE OF INDIA