

Notice Inviting Tender Reference

No: KJCPL/004

Tenders are invited from the eligible and qualified bidders for supply, installation, commissioning, trial run, and one year maintenance of Jhula Fabrication machinery, equipment and accessories for CFC at **“Jhula” fabrication Cluster at Nalanda, Bihar**. Detailed RFP and other details can be obtained from website www.industries.bih.nic.in/ www.udyog.bihar.gov.in/ www.kanhaiyaganjhulacluster.com; Last date of submission of bids is **13/2/2024 January 2024; 05.00 PM** to the GM, DIC, Biharshrif (Nalanda).

**REQUEST FOR PROPOSAL
FOR
SUPPLY, INSTALLATION, COMMISSIONING, TRIAL RUN, AND MAINTENANCE OF
Jhula Fabrication MACHINERY, EQUIPMENTS AND ACCESSORIES AT Kanhaiya Ganj,
NALANDA**

RFP Reference No: KJCPL/004

**" Kanhaiya Gganj Jhula Cluster Private Limited, Kanhaiyaganj, NALANDA (with support from
Department of Industries, Government of Bihar)**

24th January, 2024

Tender Notification

24th January, 2024

Request for Proposal for:

Supply, installation, commissioning, trial run, and maintenance of Jhula fabrication machinery, equipment and accessories at Kanhaiyaganj, Nalanda for " Kanhaiyaganj Jhula Cluster Private Limited, Nalanda, Bihar. (Client)"

Tender Reference No: KJCPL/004

Deadline for Submission of Bids:

On or before 13th February, 2024 (05.00 PM)

1. The Kanhaiyaganj Jhula Cluster Private Limited, Kanhaiyaganj, Nalanda (Client) has received grant from Department of Industries, Government of Bihar towards the cost of establishment of a "Common Facility Centre (CFC)" at Jhula" fabrication Cluster at Nalanda, Bihar and intends to apply a part of the grant for eligible payments under this contract for which this RFP is issued for invitation of Bids.
2. The Client intends to establish a "Common Facility Centre (CFC)" at Jhula" fabrication Cluster at Nalanda, Bihar with an objective to make it self- sustainable and competitive in domestic and global market. Department of Industries, Government of Bihar is providing necessary facilitation support in publishing the RFP, invitation of Bids etc.
3. The client invites sealed bids from eligible and qualified bidders for supply, installation, commissioning, trial run, and one year maintenance Jhula Fabrication machinery, equipment and accessories for CFC at Jhula" fabrication Cluster at Nalanda, Bihar. The list of machinery and accessories required including specification, quantity etc. are given in Schedule of Requirements contained in the bidding documents.
4. The bidder can be a single legal entity or be a consortium of firms for all purposes during the entire duration of the project. In case of consortium, the Joint Venture agreement or Association letter to be provided stating "all parties in the association/ JV are jointly and severally bound to the client for the fulfilment of the provisions of the contract" and shall designate one of such parties to act as a lead member with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the client.
5. Execution period for the requested tender is **120 days** and the firm/supplier selected through this bid shall provide free maintenance services for a period of one year.
6. A complete set of bidding documents can be downloaded by the bidders from the website: www.kanhaiyaganjjhulacluster.com. www.industries.bih.nic.in. www.udyog.bihar.gov.in.
7. The bidders should strictly follow the bidding terms and conditions specified in the tender document to submit their bids.
8. The bidders must submit the Earnest Money Deposit (EMD) the amount mentioned in section- VA for each group of machines for which they are bidding in the form of demand draft issued by a Nationalized Bank/ Scheduled Commercial Bank drawn in favour of " **Kanhaiya Ganj Jhula Cluster Private Limited, Kanhaiyaganj, Nalanda** payable at State Bank of India, Ekangarsari branch, Nalanda or through bank guarantee favouring the client along with bid, the EMD should be valid for **30 days** beyond the bid validity period.

9. The Bidding will be conducted in Single Stage-Three Envelope Process detailed in Section III of this RFP. .
10. Prospective bidders may send their pre-bid queries to email id. gmdicnalanda@gmail.com; info@kanhaiyaganjcluster.com on or before the deadline **13th February, 2024, 05.00 pm** through e-mail.
11. Prospective bidders may attend the pre-bid conference which shall be held at the address mentioned below on **7th February, 2024 (02.00 PM)**
12. Bidders are required to deliver their bids to the address given below on or before the deadline of **05:00 PM** on **13th February, 2024**.
13. The opening of pre-qualification and technical proposals shall be on **15th February, 2024. (02.00 PM)** and the opening of financial proposals shall be intimated in due course.
14. The client will not be responsible for any costs or any expenses incurred by the bidders in connection with the entire bidding process.
15. This bid is invited by the Kanhaiya Ganj Jhula Cluster Private Limited, Kanhaiyaganj and being a facilitator the Govt. of Bihar cannot be made liable in any respect.

Venue of pre-bid Meeting

**The General Manager,
DIC, Biharsarif, Nalanda.
Mobile No. 9835592154, 9939395969, 7320923248.**

RFP Structure	
<p>“Kanhaiya Ganj Jhula Cluster Private Limited, Kanhaiyaganj, Nalanda” through this Request for Proposal (RFP), seeks to select Firm(s)/Supplier(s) with relevant experience and capabilities to Supply Jhula” fabrication Cluster Machinery, equipment’s and Accessories as described in this RFP, to “Kanhaiyaganj Jhula Cluster Private Limited, Kanhaiyaganj. The content of this RFP has been documented as a set of five Sections explained below:</p>	
Section I	Project Background
Section I of this RFP provides details on background of the project.	
Section II	Scope of work
Section II of this RFP provides details on scope of work under the project.	
Section III	Terms & Conditions
Section III of this RFP specifies terms & conditions	
Section IV	General Instructions For Bidding
Section IV of this RFP specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on opening, evaluation of bids and on award of contract.	
Section V	Prescribed Formats
Section V of this RFP includes the prescribed formats for pre-qualification, technical proposal, financial bid and performance bank guarantee.	

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Section – I

Background

Jhula” fabrication Cluster at Kanhaiya Ganj in District Nalanda is one of the oldest clusters- more than 40 years old- in Bihar. At present, technology adopted by the cluster artisans for “Jhula” fabrication is traditional and indigenous. Jhula production activity in the cluster is poorly mechanized and hence requires involvement of more advanced tool room machinery. This adversely affects the quality and quantity of production and lowers the strength to compete in the market and sustain.

In order to make it self- sustainable and competitive in domestic and global market, " Kanhaiya Ganj Jhula Cluster Private Limited, Kanhaiya Ganj, Nalanda” intends to get established a “Common Facility Centre (CFC)” for “Jhula” fabrication Cluster. Government of Bihar has sanctioned fund to the “Special Purpose Vehicle (SPV)” namely Kanhaiya Ganj Jhula Cluster Private Limited, Kanhaiya Ganj”- a body registered under - for procurement of requisite machinery, equipment’s & accessories for CFC. SPV shall procure the machinery, equipment’s & accessories for the CFC and operate the CFC in the best interest of the footwear manufacturers of the cluster.

Section – II

Scope of work

- 1.1. Supply of machinery, equipment and accessories, as per the list attached at Annexure I (Form no. 5 under Section V of the RFP.
- 1.2. Services for installation, commissioning along with maintenance of machinery for a period of one year with parts & components.
- 1.3. Selected supplier(s)/agency(s) will have to give trial run of the machinery supplied & installed. Required raw materials for this purpose shall be provided by the Client.
- 1.4. Selected agency(s)/supplier(s) will have to provide initial training for operation of the machines to the Client.
- 1.5. Selected agency(s)/supplier(s) will have to provide training to the Client in machine maintenance.
- 1.6. Tenderers will have to undertake the responsibility of free maintenance of machinery with parts for a period of one year as part of the contract.

Section – III

Terms and Conditions

1. Tender should be submitted by reputed original manufacturers or their authorized dealers/agents only having offices in India.
2. Bid should be typed and free from over-writing. Erases, correction or additions must be attested.
3. Tender should be sent duly sealed and super scribed **RFP Reference No. KJCPL/004 “Selection of Eligible bidder/ supplier for Supply of “Jhula” fabrication Machinery, equipment’s & accessories”** to the following address:

The General Manager,
District Industries Center, Nalanda, Bihar sarif (Bihar)
Contact No. 9939394603, 9835592154, 9939395969, 7320923248.

4. Tender should reach to the above mentioned address by **05.00 PM. on or before 13th Feburary, 2024..** Technical Bid will be opened on the **15th Feburary at 02.00 PM.** in the **office of the General Manager, DIC. Nalanda at Biharsharif.** The tenderer or their authorized representative may be present at the time of opening of tenders. The date of opening of Financial Bid shall be intimated to the technically successful bidder subsequently.
5. The Client reserves the right to accept any tender in full or part.
6. Rate should be quoted in form 2 at annexure II under section V of the RFP both in INR both in words & figures. Rate should be kept valid for a period of 180 days from the date of opening of the tender.
7. Central Sales Tax, if any, prevailing at the time of supply is to be charged against C form. If tenderer finds that any other Tax is to be paid, it should clearly be mentioned in the tender.
8. Supplier’s Sales Tax Registration Number / GST No. /PAN No. should be mentioned in the tender positively.
9. The concerned supplier will arrange transportation & transit insurance the supplies up to CFC Kanhaiyaganj.
10. No enhancement of rate under any circumstances will be allowed once the tender is accepted. Withdrawal of the tender or failure to make the supply within the scheduled period will entail cancellation of the order in addition to forfeiture of EarnestMoney Deposit.
11. In case, more than one brand / make/ model is quoted by the tenderer at the same rate, the Client shall have the right to accept the brand (s) / make (s)/ model(S) which is/are most suitable for the purpose.
12. Payment in advance or on Performa invoice will not be made. Payment will be made as per payment terms mentioned in 14.1 of the Payment schedule under section IV of this bid document.
13. Company/Suppliers submitting tenders are required to deposit **Earnest Money Deposit (EMD) the amount mentioned in section- V for each group of machines for which they are bidding** in form of Demand Draft or Bank Guarantee having validity of 30 days beyond the bid validity period (bid validity period as mentioned in clause 6 above).
14. The selected bidder shall furnish a performance guarantee @ 5% of the order value in form of Bank guarantee valid for a period of one year at the time of award of contract.
15. Firms that have ever been blacklisted by any government or private body are not eligible to participate in tendering. Tenderers are required to submit a self-declaration in this regard along with the technical proposal.
16. The Client reserves the right to reject any or all tender (s) without assigning any reason.
17. **Bidders who produces latest NSIC reign. Will be exempted from EMD and they need not to pay cost of tender also.**
18. The bidder can be a single legal entity or be a consortium of firms for all purposes during the entire duration of the project. In case of consortium, the Joint Venture agreement or Association letter to be provided stating “all parties in the association/ JV are jointly and

severally bound to the client for the fulfilment of the provisions of the contract” and shall designate one of such parties to act as a lead member with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the client.

Section – IV

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on opening evaluation of bids and on award of contract.

A. Instructions to the Bidders

1. General

1.1. Request for Proposal (RFP)

The Client invites sealed bids from eligible and qualified bidders for supply, installation, commissioning, trial run, along with one year free maintenance of “Jhula” fabrication machinery and equipment for CFC at Kanhaiyaganj “Jhula” fabrication Cluster, Nalanda. The list of machinery, equipment and accessories required including specification, quantity, make etc. are given in Schedule of Requirements contained in the bidding document. Execution period for the requested tender is three months and the firm/supplier selected through this bid shall provide free maintenance services for a period of one year.

Interested bidders should fill in the prescribed forms available under section V of the RFP, quoting rates at which they offer to supply some or all of the machines mentioned therein, and submit it along with all supportive documents/enclosures listed under Form 1 at Annexure I of this RFP.

All bids should reach to the Client on or before the stipulated date and time as mentioned in the bid document.

1.2. Availability of the RFP Documents

A complete set of bidding documents can be downloaded by the bidders from the website: www.kanhaiyaganjjhulacluster.com. www.industries.bih.nic.in/www.udyog.bihar.gov.in.

1.3. Request for Proposal Timeline

All proposals in response to this RFP are to be submitted not later than **05.00 PM.by 13th February 2024..**

Opening of pre-qualification and technical proposals will be conducted at **02.00 PM.On 14th February 2024.** Date of opening of financial proposal will be intimated to successful bidders over phone or by e-mail. If additional information or discussions are needed with any of the bidders during this period, the bidder(s) will be notified. The selection decision for the winning bidder will be made on the day of financial bid opening.

1.4. Contents of RFP

This RFP comprises the annexures for checklist of documents, pre-qualification, technical and financial proposals.

1.5. Number of Proposals

No bidder shall be entitled to submit more than one proposal.

1.6. Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the selection process shall be in English language only and strictly on the forms provided in this RFP.

1.7. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Client or , as the case may be to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Client or as the case may be, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.8. Submission of Proposal

The Proposal will be sealed in an outer envelope which will bear the address of the Client, RFP Notice number, supers cribbed ‘Selection of Eligible Firms/Suppliers for Supply of Jhula Fabrication Machinery, Equipment & Accessories’ along with the name and address of the bidder. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person”

The aforesaid outer envelope will contain three separate sealed envelopes; one clearly marked “Pre-Qualification Proposal”, second ‘Technical Proposal’, and third marked “Financial Proposal”.

Bidders shall submit the pre-qualification proposal in the forms 1, 2, 3 & 4 available at section III (the “Pre-Qualification Proposal”) of the RFP. Envelope marked “Pre-Qualification Proposal” shall contain duly filled forms along with all supportive documents/enclosures listed under Form 1 at Section III of this RFP.

Bidders shall submit the Technical proposal in the forms 1, 2, 3, 4 & 5 available at annexure I under section V of the RFP. Envelope marked “Technical Proposal” shall contain duly filled informs along with all supportive documents/enclosures listed under Form 1 at annexure I under Section V of this RFP.

Bidders shall submit the financial proposal in the forms 1, 2 &3 available at annexure II under section V. Envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format.

1.9. Authentication of Bids

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

1.10. Acknowledgement by Bidder

By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures hereto, and has full informed himself as to all the conditions and limitations.

Also, by submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that bidder is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

1.11. Late Bids

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. The Client shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. The Client reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities.

1.12. Validity of the Proposal

The Proposal shall remain valid for acceptance by “Kanhaiyaganj Jhula Cluster Private Limited, Kanhaiyaganj, Nalanda” for a period of **180 days** from the last date of submission of proposals. If needed, Client may request the bidders to extend the period of validity of their proposals on the same terms and conditions.

1.13. Modification and Withdrawal of Proposals

No proposal shall be withdrawn after submission. The client would forfeit the EMD, if a bidder withdraws their bid during the validity period.

Once the proposal is submitted, the bidder may not submit a revised proposal before the expiry of the last date and time for the submission of the proposal. In such case the submitted proposal will not be considered for the evaluation.

Modifications of any nature to the proposal will not be allowed after proposal submission.

1.14. Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of addendum/amendment and posting it in leading newspapers/website (s) Mentioned in the RFP. The amendments / revised RFP containing the amendments posted in leading newspapers/ website will be binding on all applicants.

1.15. Right to Reject Any or All Proposals

Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2. Specification

Minimum standard & specification of the machinery & equipment required has been indicated against each machine placed at Annexure II under Section V of the RFP.

2.1. Specification of the machines quoted should be listed in the tender document and printed catalogues should be supplied separately. The make & model of the machine and their Catalogue Number should be spelt out clearly. Proposals without standard printed catalogue of machines shall not be considered. Specifications as mentioned in the standard machine catalogue shall be considered for comparison & the same should be written in the specified column(s) of the relevant forms. The list of customers with detailed addresses and contact details to whom the particular machine was supplied during last three years should

be submitted along with offer. In case of overseas Suppliers / Manufacturers, they should have after sales & service network in India & have experience to supply such machines in India. Such Suppliers / Manufacturers should provide their complete contact details and list of clients along with the technical proposal.

- 2.2. Specification and rate of standard accessories required for specific machines should be mentioned separately, if not offered free of charges along with the machine.
- 2.3. Additional accessories, recommended by the suppliers can be quoted separately.
- 2.4. A deviation statement clearly mentioning compliance against each specification should be invariably provided.
- 2.5. The content of the tender should be clear, specific & self-explanatory. Comments like 'OK' are not acceptable, instead exclusive or inclusive should be written. In all case decision of Client shall be final.

3. Earnest Money Deposit

Earnest Money Deposit (EMD) the amount mentioned in section- V(A) for each group of machines for which they are bidding - in shape of Bank Guarantee in favor of " **Kanhaiyaganj Jhula Cluster Private Limited, Kanhaiyaganj, Nalanda** payable at State Bank of India, Ekangarsari branch, Nalanda. The EMD should be valid for 30 days beyond the bid validity period.

The EMD shall be refunded to the unsuccessful bidder(s) without interest within 30 days of issuance of contract.

The format of bank guarantee is attached as Form 5 at Annexure –I under section V of the RFP.

Tender(s) without EMD shall be treated as unresponsive and shall be liable for rejection.

4. Compliant Tenders / Completeness of Response

- 4.1. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 4.2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Enclose all supporting documents specified in this RFP.

5. Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated:

- i. Financial proposal, pre-qualification and Technical proposal are not submitted in the prescribed formats and with all necessary enclosures as mentioned in the RFP.
- ii. If a bidder submits more than one bid.
- iii. In a tender, either the Indian agent on behalf of the Manufacturer/Manufacturer itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- iv. The Bid documents are not signed as per guidelines of the RFP.
- v. The required Tender fee and EMD as applicable has not been submitted as specified or otherwise stated in the RFP.
- vi. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally,

unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any.

- vii. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within **10 days** of the date of issue of letter of intent or within such extended period, as may be specified by the client.
- viii. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defined for the purposes of this provision, the terms set forth in classification of Fraudulent and corrupt practice

6. Fraudulent and Corrupt Practice

- i. “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of any procurement committee members in the procurement process or in agreement execution.
- ii. “Fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition.
- iii. “Unfair trade” practices means supply of machinery different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser.

7. Consequences of Disqualification

- i. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with the client will be entertained.
- ii. If the disqualification is for the reasons of fraudulent or corrupt practice, the client has the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules.

8. Pre-Bid Meeting & Clarifications

8.1. Bidders Queries

- i. The Client shall hold a pre-bid meeting with the prospective bidders at **14.00hrs on 7th February, 2024** in the Conference Hall of the District Industries Center, Nalanda (Biharsarif).
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by e-mail : info@kanhaiyaganjjhulacluster.com, gmdicnalanda@gmail.com; on or before **7th February, 2024 (14.00 hrs.)**
- iii. The queries should necessarily be submitted in the following format:

Sr. No	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP Requiring Clarification(s)	Points of Clarification

- iv. The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

8.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Nodal Officer notified by the Client will endeavor to provide timely response to all queries. However, the Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Client undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted in lead newspaper/websites mentioned in the RFP or emailed to all participants of the pre-bid conference.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Client may, at its discretion, extend the last date for the receipt of Proposals.

B. Evaluation Methodology and Award of Contract Criteria

9. Evaluation Process

- i. The Client will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- ii. The Proposal Evaluation Committee constituted by the Client shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

10. Evaluation of Proposal

10.1. Evaluation of Proposals

Proposal will be evaluated in accordance with fulfilling terms & conditions laid down in the Tender notice. Proposal Evaluation Committee shall open the proposals on **15th February 2024. at 02.00 PM** in the presence of bidders or their representative who choose to be present in bid opening process. Envelopes marked as 'Pre-qualification' and "Technical Proposal" shall be opened first to scrutinize the eligible proposals. Envelopes marked "Financial Proposal" shall be kept sealed for opening on a later date. "Financial Proposal" of only technically qualified bidders will get opened. The date & time of opening of Financial bid shall be intimated separately only to the technically qualified bidders.

No request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of any proposal.

After technical evaluation, the Proposal Evaluation Committee shall prepare a list of qualified bidders for opening of their financial proposals. A date, time and venue will be notified to all technically qualifying bidders for opening of Financial Proposals. The EMD of the non-qualifying bidders will be returned. The opening of Financial Proposals shall be done in presence of respective representatives of bidders who choose to be present. The Client will not entertain any query or clarification from bidders who fail to qualify at any stage of the selection process. The financial evaluation and final ranking of the proposals shall be carried out in terms of RFP.

Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

Shortlisted firms may be requested to make a presentation, if required.

1.1. Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred Bidder/ Successful Bidder shall not be disclosed to any person who is officially not concerned with the Bidding Process or is not a professional advisor advising the Client in relation to, or matters arising out of, or concerning the Bidding Process. The Client shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. The Client shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

1.2. Clarifications

To facilitate evaluation of proposals, the Client may, at its sole discretion, seek clarifications from any bidder regarding its proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a bidder does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Client may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Client.

1.3. Eligibility Criteria for Technical Proposal Evaluation

Technical proposal of all such bidders who have not submitted requisite documents as per the checklist will be treated as non-responsive and shall be liable to be rejected.

1.4. Evaluation of Technical Proposals

- i). All bidders fulfilling technical requirements of the client mentioned in form 5A i.e. Technical proposal details, would be technically qualified and would only move into the next stage of financial evaluation.
- ii). Bidders should submit audited balance sheet for at least one year.
- iii). Bidders should produce GST registration No. and latest challan.
- iv). Bidders should submit copy of 3-years IT return
- v). Bidders (supplier) should have Authorization certificate
- vi) Bidders should submit Udyog adhar regn./ certificate for shop & establishment.
- Vi). Preference will be given to bidders who have ISO certificate of repute.
- Vii). Affidavit of non-blacklisting by notary (Original Copy)

1.5. Short-listing of Applicants

All Bidders fulfilling technical requirements of the client and other criteria mentioned in above para 1.4 would be qualifying for financial evaluation.

1.6. Evaluation of Financial Proposal

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. Financial Proposal of only those bidders will be opened who have fulfilled the criteria mentioned in above para 1.4 i.e. Evaluation of technical proposals.

The bid with highest weightage will be declared successful; however, the client reserves the right to accept the offer in full or in part.

2. Award of contract

The Client will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

11.1 Performance Guarantee

The Client will require the selected bidder to provide a Performance Bank Guarantee of any nationalized bank / scheduled commercial bank, within 15 days from the notification of award, for an amount equal to 5% of the order value with a validity period of **one year** from the acceptance date of contract.

The supplier shall furnish guarantee and sign an agreement in respect of performance and against any manufacturing defect for a period of minimum 12 months from the date of commissioning and for defect free operation of machine supplied.

- i. The supplier shall also provide free after-sales-service and free replacement of defective parts during the guarantee period.
- ii. The Performance Guarantee shall be kept valid till completion of the project and guarantee period.
- iii. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Client at its discretion may award the contract to the next best value bidder. The Client shall forfeit the EMD amount in case the selected vendor fails to discharge their contractual obligations.

11.1. Signing of Contract

The Contract agreement will be sent to the successful bidder only after submission of the Performance Guarantee as mentioned in point 15 of Section III, Terms and Conditions of this tender document.

11.2. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Contract and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value bidder or call for new proposals from the interested bidders.

11.3. Communications

All communications including the submission of Proposal should be addressed to:
The General Manager, DIC, Nalanda Phone – +91 7320923248.

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No **KJCPL/004** and” ‘Selection of Eligible Firms/Suppliers for Supply of “Jhula” fabrication Machinery, Equipment& Accessories’”.

C. Terms & Conditions: Post Award of Contract

3. Inspection

- 3.1.** The Client reserves the option of inspecting the goods at supplier’s works prior to packing and dispatch. Supplier shall provide all facilities for carrying out the inspection.
- 3.2.** Inspection formats / Test Reports/ certificates of the standard (CE/ISI/BBS/DIN) adopted should be supplied along with the Technical proposal.

4. Deliverables and Timelines

- 4.1.** Delivery of the goods will have to be made to the consignee at the place mentioned below:

The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Kanhaiya Ganj, Nalanda, (Bihar) Pin - 801301

Supplies shall be securely protected and the goods against loss damage etc. marking and consignee details shall be as per the Purchase Order.

- 4.2.** Delivery, installation & trail run period of machine / items should not exceed 30 days from the date of placement of Purchase Order. The technical bid must contain the delivery schedule.
- 4.3.** A panel charge @1/2% of the order value for delay of every 15 calendar days beyond the agreed delivery period to the extent of maximum 5% will be levied.
- 4.4.** The Society reserves the right to cancel the order or a part thereof in case of delay beyond the agreed delivery period, forfeiting the earnest money / security deposit.
- 4.5.** The goods to be dispatched only through reputed transporter having All India permit on Door Delivery basis including unloading. The supplied items, if damaged in transit/ unloading will be at the supplier’s risk.
- 4.6.** Installation, commissioning, trail run and training of SPV members in machine operation &

maintenance as per the scope of work shall be completed within 30 working days from the date of delivery of the machines.

D. Payment Procedure and Term

5. Paying Authority

The payments as per the Payment Schedule covered herein below shall be paid by the Society on satisfactory delivery/installation/commissioning, trial run and training of SPV members. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

5.1. Payment Schedules

Sr. No.	Milestone	Billable Fee (as % of Contract Value)
1.	First	12 % of the bill amount in the form of LoC shall be paid with confirmation of supply order of the machinery.
2.	Second	63 % of the bill amount shall be paid on installation, commissioning and trial run of the machinery.
3.	Third	Balance 25 % shall be paid after completion of training of SPV members in machine operation & maintenance.

6. Arbitration

In the event of any dispute arising under the terms and conditions of contract, the same shall be referred to the Secretary, Kanhaiyaganj Jhula Cluster Private Limited, Kanhaiyaganj, the arbitrator. The award of the arbitrator shall be final and binding on the parties of this contract. The venue of the arbitration in all cases shall be Kanhaiyaganj, Nalanda.

Section-V

Annexure – I: Forms for Pre-Qualification Proposal & Technical Proposal

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting the Pre-Qualification Proposal / Technical Evaluation Proposal.

Pre –Qualification proposal & Technical proposal shall comprise of following forms:

Forms to be used for Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification proposal,

Form 2: Particulars of the Bidders

Form 3: Manufacturer's/Firm's Authorization Form

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal ;

Form 5: Technical Proposal details.

Form 6: Letter of Proposal

Form 1: Compliance Sheet for Pre qualification:

Sr. No	Basic Requirement	Documents Required		Provided/ Reference & Page Number Bidder A	Provided/ Reference & Page Number Bidder B	Provided/ Reference & Page Number Bidder C
i.	Balance sheet	For one yr.	Yes / No			
ii.	GST Registration	Regn. No.	Yes/ No			
iii.	Income Tax return	For last 3yrs.	Yes / No			
iv.	Authorization certificate/	(Authorization form)	Yes / No			
v.	uduog adhar certificate/ store & establishment certificate	/ udyog adhar/ store & establishment certificate	Yes / No			
Vi	Quality certification	ISO certificate (Optional)	Yes / No			
Vii	Black listing	Self certified certificate	Yes /no			

Form 2: Particulars of the Bidders:

Sr. No.	Information Sought	A	B	C
I.	Name of the bidding Company			
II.	Name, Address, email, Phone nos. and Mobile Number of Contact Person			
III.	Incorporation status of the firm (public limited / private limited, Regd. Partnership, LLP etc.)			
IV.	Details of company registration (Attach certificate of incorporation/registration)			
V.	Cost of Tender (Demand Draft from nationalized commercial Bank)/NSIC regn.			
VI	Earnest Money Deposit (Demand Draft / Bank Guarantee (Form 5)			
VII	List of Clint organizations			
VIII	Local Service Centers (In- India) (Self Certified letter by an authorized signatory)			

Form 3: Manufacturer's/Firm's Authorization Form

No.

Date:

To,
The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Nalanda, (Bihar)

Ref: Your RFP Ref: KJCPL/004

Subject: OEM

Authorization Letter

Dear Sir,

We are established and reputed manufacturers of..... having manufacturing units at (*address of factory*) do hereby authorize M/s(*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the products offered by the above firm against this Bid Invitation.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be duly signed by the competent authority having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Nalanda, (Bihar)

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid withdraws his participation from the bid during the period of validity of bid document; or

Fails or refuses to participate for failure to respond in the subsequent tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

This Bank Guarantee shall be valid upto<<insert date>>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 5: Technical Proposal/ EMD Details:

A. Details of Machines (Part –I; i.e. S.No. 1); EMD – Rs. 40000/-

A. Details of Machines

Name Of Machine	Specification	Quantity
Electrical Transformer	1)900KVA/440V/3 Phase 2)Coper Winding	1
	3) Off Load Tape Changer System. 4)Colling –ONAN Type 5)Out Door Fitting	

Form 6: Letter of Proposal

<Location, Date>

To,
The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Nalanda, (Bihar)

Subject: Submission of the Technical bid for “<Machinery supply & related services>”.

Dear Sir/Madam,

We, the undersigned, offer to provide < Machinery supply & related services > to the client as per your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in the RFP

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours
sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address: Location: Date:

Annexure – II: Forms for Financial Proposal

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Performance Bank Guarantee

Form 1: Covering Letter

<Location, Date>

To,
The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Nalanda, (Bihar)

Subject: Submission of the financial bid for <Machinery supply & related services >
Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related services >> in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures].

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive. Yours
sincerely,
Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

A. List of Machines

S.#.	Name of the Machine	Make and model No.	Quantity Required	Price Per Unit (In INR)	Cost of freight, transit insurance, installation, trail run, training in operation & maintenance (In INR)	Taxes (In INR)	Total Cost
1	Electrical Transformer		1				

Form 3: Template for Performance Bara

To,
The Managing Director,
Kanhaiya Ganj Jhula Cluster Pvt. Ltd.,
Nalanda, (Bihar)

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide implementation services for <<name of the assignment>> to <<Nodal Agency>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs

.<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs <<insert value>> (rupees <<insert value in words>> only).
- ii. This bank guarantee shall be valid upto <<insert expiry date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically ceased.

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:
Address:
Location:
Date:
Contract