

# DEVELOPMENT RESEARCH COMMUNICATION AND SERVICES CENTRE

**Contact Address :** 58A Dharmotola Road, Bosepukur, Kasba, Kolkata - 700 042

**Phone :** 91-33-2442 7311, 2441 1646, Fax : 91-33-24427563

**Registered Office :** 18B, Gariahat Road (South), Dhakuria, Kolkata - 700 031

**E-mail :** drcsc.ind@gmail.com, drcsc@vsnl.com, **Visit us at** [www.drcsc.org](http://www.drcsc.org)

**Donations to DRCSC are exempted u/s 80G of Income Tax Act, 1961**



Procurement of Plant & Machinery for the Common Facility Centre of Central Bankura Integrated Palmgur Cluster project supported by Ministry of MSME under SFURTI scheme of KVIC

## Tender Notice

**NIT:** DRCSC/CBIPGC-M2/2023-24

**Dt:** 26.05.2023

DRCSC invites sealed tender from reputed Machinery supplier/Manufacturers/Dealers/Agents for the detail specification Machinery, Equipment & Tools of Common Facility Centre for Central Bankura Palmgur Cluster at Siuligora Mouza, Post+PS: Chatna in Bankura dist. under the scheme SFURTI of Ministry of MSME, Govt. of India with support from KVIC. The tender document is available at the following address DRCSC, 58A, Dharmotola Road, Bosepukur, Kasba, Kolkata-700042, [www.drcsc.org](http://www.drcsc.org) (working days only) or from KVIC's website [www.kvic.gov.in](http://www.kvic.gov.in).

**Sale of Tender form: 26.05.2023 (3 PM) – 10.06.2023 (6 PM)**

**Last Date of Submission: 11.06.2023 at 6 PM**

**Tender opening date: 16.06.2023 at 2:30 PM**

The details of machinery and terms-conditions are available in the tender documents.

With thanks & regards,



Chief Functionaries (Secretary)

Development Research Communication and Services Centre,  
58A Dharmatola Road, Bosepukur, Kasba,  
Kolkata - 700042

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NIT No. DRCSC/CBIPC-M2/2023-24

Date: 26/05/2023.

## NOTICE INVITING TENDER

Development Research Communication & Services Centre, 58A Dharmatala Road, Bosepukur, Kasba, Kolkata-700042 is inviting sealed tenders from the interested and eligible manufacturers or suppliers for the supply, installation, testing, and commissioning of the following plant and machinery for the Central Bankura Integrated Palmgur Cluster's Common Facility Center, sanctioned under the scheme of SFURTI, Ministry of MSME, Govt. of India as per terms & conditions mentioned in **Annexure-A**.

1. Crystallizer Machine (Cylinder Type),
2. Moisture Meter, Automatic Sealing Machine,
3. Bottling Machine(Cylinder Type),
4. Wood lathe machine(carpentry lathe for woodwork)
5. Fibre extractor machines,
6. Installation of small Chilling unit and cooling chain system for Neera Preservation CFC,
7. Manually operated sealing Machine,
8. Steel container 50lt.capacity fitted with tap and cover,
9. Wrapping & Weighing Machine,
10. Installation of Fuel Efficient Oven and processing
11. Packaging/Bottling/Labelling,

The detailed tender notice along with Tender Documents and other forms may be downloaded from the website of [www.kvic.org.in](http://www.kvic.org.in). The bidders will have to submit their bid in two folder system containing **Technical Bid** in one sealed envelope and **Financial Bid** in another sealed envelope at the prescribed Tender Box of Development Research Communication & Services Centre at 58A, Dharmatala Road, Kasba, Bosepukur, Kolkata- 700042. The envelope containing Technical Bid must be superscripted with ***"Technical Bid for Plant and Machinery of Central Bankura Integrated Palmgur Cluster"*** and other envelope containing Financial Bid must be superscripted with ***"Financial Bid for Plant and Machinery of Central Bankura Integrated Palmgur Cluster"***. The name of bidder must be written clearly on the both the envelopes. Detailed Tender schedule is given below.

**Data Sheet**

SL No	Name of the Bid	Machinery, Tools and Equipment
1.	Time-period of contract	18 Months
2.	Method of selection	Least Cost System(LCS)
3.	Cost of RFP document	Nil
4.	Bid Processing Fee	Nil
5.	Ernest Money Deposit(EMD)	2 % of the Project Cost
6.	Financial Bid to be submitted Together with Technical Bid	Yes
7.	Name of the Authority's official for addressing queries and clarifications	Sourav Ghosh, Unit Leader, DRCSC
8.	Proposal Validity Period	180 days from Proposal Due Date
9.	Proposal Language	English
10.	Proposal Currency	INR
11.	Schedule of Bidding Process	
12.	<b>Task</b>	<b>Date</b>
	Bid upload date/time	26-05-2023
	Starting date of Bid submission	27-05-2023
	Last date and time for submission or	21 days from the date of bid uploading – 11-06-2023 by 6 PM
	Time and Date for opening Technical Bid	16.06.2023 (2:30 PM)
	Time and Date for opening Technical Bid	16.06.2023 (3:30 PM)
13.	Consortium to be allowed	No
14.	Sub-contracting is allowed	No
15.	Account details	<b>ZO/SO/DO</b> _____ <b>A/C No.- *****</b> <b>IFSC Code:*****</b>

**Technical Bids must have the following documents as for format furnished in Annexure-B**

- Certificate of incorporation/partnership deed/any document certifying the firm as a proprietary firm.
- GST registration certificate.
- Copy of latest GST return
- IT return for last three years
- Professional Tax registration certificate (if possess)
- Copy of Udyam Registration / Udyog Adhar Memorandum / EM Part-II in case of manufacturer.
- Copy of work order for P& M supply job during last three years
- Copy of completion certificate for the above supply jobs
- Quality Certificate (If any)
- Certificate of non-inclusion in the black list as per given format attached in Annexure - A2 need to be provided on Rs. 100/- stamp paper duly notarized.
- Market standing of minimum 3 Years.

**Financial Bids** must have with exact Sr. No., Name of the Item, specifications, rate including GST, supply, installation, commissioning, training and trial run at the Development Research Communication & Services Centre at 58A, Dharmatala Road, Kasba, Bosepukur, Kolkata- 700042 mentioned in the **Annexure-C**

**Scope of work under installation and commissioning includes the following points:**

- All civil and structural work related to installation, i.e. foundation of the machines by providing foundation bolts & nuts, required if any, are to be done by the supplier. Also cost of man power and construction materials for civil work related to installation are to be borne by the supplier.
- All electrical and mechanical work related to installation and commissioning are to be done by the supplier.
- All equipment are to be handed over to the purchaser after complete installation and commissioning in all respects and trial run.
- For first filling oil, grease, lubricant, fluid or gases, chemicals etc. if required for any kind of equipment, are to be provided by the supplier.
- Suppliers are to supply all the ordered plant & machinery as per our specifications only.
- Suppliers are to provide guarantee, warranty certificates along with the operation and maintenance manuals, trouble-shooting guidance if any to the purchaser during the supply the equipment's.
- If required, training is to be provided to the representatives of Implementing Agency / SPV by the supplier for the equipment supplier.

The bidders are requested to go through detailed terms and conditions with items mentioned in Annexure-A and submit Technical Bid as per format furnished in Annexure-B and also Financial bid offer for the items as per format furnished in Annexure – C, subject to our NIT and conditions attached, so as to reach us on or before the due date by 6-00 P.M.by hand or by registered post/ speed post/ courier to the office addressed to

**The Secretary,**

Development Research Communication & Services Centre  
58A, Dharmatala Road, Kasba, Bosepukur,  
Kolkata- 700042

In case of any further clarification the bidders may contact the undersigned (**Mob: +919432013248**)



**Secretary**



**Development Research Communication and Services Centre (DRCSC)**

**Copy forwarded for information to: -**

- i) The Director, Directorate of SFURTI, Khadi & Village Industries Commission
- ii) The State Director, Khadi & Village Industries Commission, Kolkata, **Member**
- iii) The General Manager, District Industries Centre, Bankura, **Member**
- iv) The Branch Manager, State Bank of India, Kharbona Dumdumi Branch, **Member**
- v) Ms. Padmaboti Mandi, **Member**
- vi) Mr. Binay Mandi, **Member**
- vii) Mr. Tarapada Murmu, **Member**
- viii) The Cluster Development Executive, **Invitee**
- ix) VIBSRAN, S 24 Parganas (TA), **Invitee**



**Secretary**



**Development Research Communication & Services Centre (DRCSC)**

**Enclosure**

**TERMS & CONDITIONS**

1. The tender documents will have to be downloaded from website of KVIC <http://www.kvic.org.in>
2. The bidders will have to submit their tender documents in two folder system containing **Technical Bid** in one sealed envelope and **Financial Bid** in another sealed envelope at the prescribed Tender Box of Development Research Communication & Services Centre at 58A, Dharmatala Road, Kasba, Bosepukur, Kolkata- 700042. The envelope containing Technical Bid must be superscripted with ***“Technical Bid for Plant and Machinery of Central Bankura Integrated Palmgur Cluster”*** and other envelope containing Financial Bid must be superscripted with ***“Financial Bid for Plant and Machinery of Central Bankura Integrated Palmgur Cluster”***. The name of bidder must be written clearly on the both the envelopes against NITNo. DRCS/CBIPC-M2/2023-24 Dt. 26/05/2023.
3. The tender documents should to be dropped to the Tender Box Development Research Communication & Services Centre at 58A, Dharmatala Road, Kasba, Bosepukur, Kolkata- 700042, West Bengal addressing to

**The Secretary**  
**Development Research Communication & Services Centre**  
**58A, Dharmatala Road, Kasba, Bosepukur,**  
**Kolkata- 700042**

4. The tenders received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay **Development Research Communication and Services Centre (DRCS)** not be responsible. The following tender scheduled will be strictly followed.

1	Downloading Tender Document starts from	26-05-2023	3:00 PM
2	Bid submission start	27-05-2023	12:00 PM
3	Bid submission end	11-06-2023	6:00 PM
4	Time and Date for opening Technical Bid	16.06.2023	2:30 PM
5	Time and Date of opening Financial Bids	16.06.2023	3:30 PM

5. Unsealed quotation will be rejected.
6. **Tenders must be in the enclosed prescribed Performa and forwarding letter on the letter head of the firm** duly signed by the Proprietor/ Partner/ Director or their authorized representative, in case of signing of tender by the authorized representative letter of authorization must be attached with the quotation.
7. The **rate quoted** in the price bid shall be **inclusive of all taxes, expenditure on the requisite approvals/quality assurance tests/ certification/ packing & forwarding charges, freight & insurance and installation & commissioning of the plant & machinery**. The rates must be quoted in figures as well as in words.
8. No overwriting or cutting or alteration is permitted in the rate. If found, the quotation shall be summarily rejected.
9. The rates quoted must be valid for a minimum valid period of 90 days from the date of opening of the tender and silence of any tenderer on this issue shall be treated as agreed with this condition.
10. Rate of tenders should be given in Indian Rupees only.
11. Becoming L-1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified and prevailing marked rates. The Purchaser is not bound to accept any tender, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a tender, regardless of the conduct or outcome of the selection process.
12. We will not consider the L1 on the basis of low cost in the individual machinery & equipment items. The L1 will be selected the basis of the lowest cost in the total cumulative figure.
13. In case holiday is declared on the date of opening of tender it will be opened on the next working day at the same time.
14. RTGS/NEFT details need to be furnished by the supplier with the tender on the letter head of supplier/firm/agency.

15. The Supplier/firm/agency has to attach self-attested copy of the following documents along with their Technical Bid as format furnished in **Annexure-B**.

- i) Certificate of incorporation/partnership deed/any document certifying the firm as a proprietary firm.
- ii) GST registration certificate.
- iii) Copy of latest GST return
- iv) IT return for last three years
- v) Professional Tax registration certificate (if possess)
- vi) Copy of Udyam Registration / Udyog Adhar Memorandum / EM Part-II in case of manufacturer
- vii) Copy of work order for similar P & M supply job during last three years
- viii) Copy of completion certificate for the above supply jobs
- ix) Quality Certificate (If any)
- x) Certificate of non-inclusion in the black list as per given format attached in Annexure - A2 need to be provided on Rs. 100/- stamp paper duly notarized.
- xi) Market standing of minimum 3 Years' experience.

## 1. Terms of Reference

### 1.1. Background

The Authority is seeking for the procurement of CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) Machinery, Machinery, Tools and Equipment of under KGVY.

### 1.2. Scope of Work and Services

#### 1. The Scope of Supply

- a. This contract is for the supply of the Procurement of **Machinery, Tools and Equipment under Central Bankura Integrated Palmgur Cluster (CBIPGC)** of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
- b. Incidental Works/ Services: The contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods and Tools / Machinery & Plant) as an integral part of the Procurement of **Machinery, Tools and Equipment under Central Bankura Integrated Palmgur Cluster (CBIPGC)** in the contract.

#### 2. Technical Specifications and Standards

The Procurement of **Machinery, Tools and Equipment under Central Bankura Integrated Palmgur Cluster (CBIPGC)** & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification and Quality Assurance' under technical specification section of the Tender Document or as stipulated in the contract. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) supplied shall be.

- a. Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Development Research Communication and Services Centre (DRCSC) in the contract.
- b. conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Procurement of **Machinery, Tools and Equipment under CENTRAL**

**BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)** of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

**3. Quantity Tolerance**

No quantity tolerance will be allowed

**4. Eligible Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) - Country of Origin and Minimum Local Content.**

The country of origin of 'Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the Goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in ATC-clause 7.4.11

**5. Option Quantity Clause:**

The Development Research Communication and Services Centre (DRCSC) shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

**6. Warranty/ Guarantee**

The following warranty/ Guarantee clause shall apply:

- a. The contractor hereby covenants that it is a condition of the contract that all Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) supplied to the Development Research Communication and Services Centre (DRCSC) under this contract shall be free of all defects and faults arising from design, materials or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) under the conditions prevailing in India.
- b. The contractor also guarantees that the said Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) would continue to conform to the description and quality as aforesaid, for 24 months after their delivery or 12 months from the date of placement in service (e.g., installation and commissioning), whichever shall be later.
- c. Obligations of the contractor under the warranty clause shall survive even though:
  - (a) The Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) may have been inspected, accepted, installed/ commissioned and paid for by the Development Research Communication and Services Centre (DRCSC).
  - (b) The contract is terminated for any reason whatsoever.
- d. The Development Research Communication and Services Centre (DRCSC) shall promptly notify in writing to the contractor, If during the period above, the said Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA



INTEGRATED PALMGUR CLUSTER (CBIPGC) / stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Development Research Communication and Services Centre (DRCSC) in that behalf being final and conclusive).

- e. Upon receipt of such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) after providing their replacements, and no claim shall lie on the Development Research Communication and Services Centre (DRCSC) for such replaced parts/ Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) after that.
- f. A penalty of 2% (two per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per ATC-clause 7.4.1.12. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Development Research Communication and Services Centre (DRCSC) shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to ATC-clause 7.4.2.5.5.1(g) for inordinate delays would also be taken.
- g. In case of any rectification of a defect or replacement of any defective Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) during the warranty period, the warranty for the rectified/ replaced Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) shall remain till the original warranty period.
- h. If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days, it shall amount to breach of Contract for default under ATC-clause 7.4.2.5.5.1(a), and the Development Research Communication and Services Centre (DRCSC) shall avail any or all remedial action(s) there under.

## **7. Expectations from the agency**

- a. Timely, flawless and successful conduct of the delivery
- b. Comprehensive End to end execution

### **1.3. Payment schedule, deliverables and timelines**

- 1. The total duration of the rate contract shall be 18 months from the signing of contract, extendable by 6 months as mutually agreed upon.
- 2. The successful bidder is required to supply machines, Machinery, Tools and Equipment etc. within 45 days of receipt of the work order of requisite quantity to the Central Bankura Integrated Palmgur Cluster, Seuligeria, Chhatna, Bankura mentioned at clause 4 (delivery locations). Under unavoidable circumstances, the time period of delivery shall be extendable for another 15 days.
- 3. No advance shall be payable. Payment schedule would be 100% after of installation and commissioning of machines, Machinery, Tools and Equipment etc. by the successful bidder and completion certificate provided by the DRCSC. The payment is subjected to quantity verification of items delivered or installed.
- 4. Invoices should be submitted within 15 days of completion certificate at the DRCSC Kolkata office.



5. All invoices must contain details of any scheduled commercial bank account of India to which payments are to be made.
6. The cost of mobilization of materials & equipment, cost of labour, taxes, transport and logistics shall be borne by the successful bidder as per Freight on Road FOR to the concern State (any district/village in the concern state).
7. The authority shall not be liable to reimburse the bidder on anything additional other than the rates quoted in the RFP.
8. Keeping in view of the Covid-19 protocols, if any uneven situation arises which is bound to close/ reduce the trade fare time limit, the payments will be restricted to the work completed assessed by the competent authority.

### Technical Specification:

Sl. No.	Name of the Plant /Machinery & Tools	Specification	Qty.
1	Crystallizer Machine(Cylinder Type)	<ul style="list-style-type: none"><li>Steam jacketed concentrator and Crystallizers, Capacity 225 Liters - 2 Nos. (suitable for Crystallization of palm juice after concentration)</li><li>Batch Crystallizer SS pans. 50 Nos</li><li>Steam Boiler. 200Kgs capacity with piping and fittings.- 1 UNIT</li></ul>	1
2	Moisture Meter ,Automatic Sealing Machine	Infrared moisture meter, form fill and seal machine for aseptic packaging suitable for palm juice and its concentrate	1 unit each item
3	Bottling Machine(Cylinder Type) machine,	Automatic bottle filling (at least three nozzle system), capping machine	1
4	Wood lathe machine (carpentry lathe for wood work)		1
5	Palmira Palm FiberextractorMachine		10
6	Installation of small Chilling unit and cooling chain system for Neera Preservation CFC,	Bulk cooler (compatible for palm juice and juice concentrate) of 500 ltr capacity 2 nos, Blue Satr 300 Ltr/Voltas 320 Ltr Deep Freezer – 2 no, 300-350 Ltr Refrigerator (Samsung/LG) – 1 no; 10 ton capacity cold store, Sound proof Generator – 1no, neera pre-processing unit for preservation.	1 unit
7	Manually operated sealing Mc.,		10
8	Steel container 50lt. capacity fitted with tap and cover,	Stainless Steel	10
9	Wrapping &Weighing Machine,	Metlar weighing balance with four digit, two digital weighing balance and wrapping system	1
10	Installation of Fuel Efficient Oven and processing Equipment,		1 unit
11	Packaging/bottling/levelling	Palm juice bottling system with pasteurization and mixing option, label and packaging unit	1 unit

## 5. Terms of reference

### 5.1. Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

- The Average turnover of the bidder of the last three years must be 2X project cost
- The Minimum year of Experience should be three Year of similar project
- Be a natural person, private entity, or public entity (State-owned enterprise or institution) that is registered in the GeM portal as seller.
- Be an Original Equipment Manufacturers (OEMs) or Manufacturers or OEMs approved Suppliers or Suppliers of the Machineries, Machinery, Tools and Equipment etc. of the product offered or be dealer authorized by the Principal/ OEM.

- (e) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- (f) Not stand declared ineligible/ blacklisted/ banned/ debarred by the State/Divisional/Zonal Office of KVIC. Or its Ministry/ Department from participation in its Tender Processes;
- (g) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
  - i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
  - ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
  - iii. Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- (h) Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
- (i) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
  - i. of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
  - ii. of the near relations of executives of Development Research Communication and Services Centre (DRCSC) involved in this Tender Process
- (j) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- (k) Fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
- (l) Must provide such evidence of their continued eligibility to the Development Research Communication and Services Centre (DRCSC) if so requested.
- (m) Registered Firm/ Company, PMEGP units, REGP units, Rural Engineering units of KVIC, and Rural Engineering assembling unit of KVIC manufacturing machines shall be eligible to apply.
- (n) The bidder should have a minimum 3 years of experience as on 31st March 2023 in manufacturing or supplying of machines to Central or State Governments including

Public Sector Undertakings (PSUs), Statutory Bodies, Autonomous Institutions etc. with average annual turnover of not less than 50 Lakhs only.

Only Eligible Bidders will be taken up for Technical and Financial Evaluation.

## **6. Consortium & Subcontracting**

No Joint Venture/Consortium shall be allowed.

### **6.1. Evaluation**

The Authority will adopt a **Least Cost Method Based Evaluation System (LCS)**(Item wise consignee wise evaluation)(double packet)process for evaluating the proposals.

The technical proposals shall be opened of all eligible bidders and the qualified bid will be eligible for the Financial Evaluation.

## **7. Instructions to Bidders**

### **7.1. General instructions**

#### **7.1.1. Number of Proposals and respondents**

7.1.2. No Bidder shall submit more than one (1) Proposal, in response to this RFP. In case more than 1 proposal is received from the same bidder, both the proposals will be summarily rejected.

7.1.3. The RFP is non-transferable and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

7.1.4. A Bidder applying individually shall not be entitled to submit another Proposal.

### **7.2. Proposal preparation cost**

7.2.1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

7.2.2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

7.2.3. All paper submitted with the Proposal are neither returnable nor claimable.

### **7.3. Right to accept and reject any or all the Proposals**

7.3.1. Not with standing anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

7.3.2. Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidders/do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

### **7.4. Clarifications**

7.4.1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and

attending the pre-bid meeting.

- 7.4.2. Bidders requiring any clarification on the RFP may send their queries to the Authority through GeM / CPP in the Data Sheet with subject clearly written and detailing the query.
- 7.4.3. The Authority will post there ply to all such queries on the GeM / CPP
- 7.4.4. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 7.4.6 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **7.5. Amendment of the RFP**

- 7.5.1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be published on GeM and same will be uploaded on the KVIC website <http://www.kvic.org.in> through a corrigendum and this shall form an integral part of the bid/Proposal document. The relevant clauses of the Bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the abovementioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments
- 7.5.2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

## **7.6. Data identification and collection**

- 7.6.1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 7.6.2. It would be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination and accepted the RFP in totality;
  - ii. Received all relevant information requested from Authority and made a complete and careful examination of the various aspects of the Scope of Work. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **7.7. Preparation and submission of Proposals**

### **7.8. Language and currency**

- 7.8.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

- 7.8.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

## **7.9. Proposal validity period and extension**

- 7.9.1. Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 7.9.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

## **7.10. Format and signing of Proposals**

- 7.10.1. The Bidders shall prepare copies of the technical and financial e-bid/Proposals separately.
- 7.10.2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 7.10.3. In case the Bidders intend to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

## **7.11. Submission of Bid/Proposal is only through GEM/ CPP**

## **7.12. Deadline for submission as per RFP**

The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

## **7.13. Proposal opening**

- 7.13.1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 7.4.5.4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
- 7.13.2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
- 7.13.3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

## **8. Annexure A: General Term Contract**

### **8.1. Generic**

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for 3 years as on 31st March, 2023. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
5. **Installation, Commissioning, Testing, Configuration, Training** (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.
6. **Manufacturer Authorization:** Wherever Authorized Distributors/service providers are submitting the bid, Authorization Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### **8.2. Forms of EMD and e PBG**

1. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
2. Bidders can also submit the EMD with Payment online through Demand Draft in Beneficiary name Development Research Communication and Services Centre. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
3. However, the submission of EMD or Bid Security is exempted for firms registered with MSME, KVIC, NSIC etc. The exemption is applicable for Start Ups as per the guidelines of DPIIT, Govt. of India. However, in case, availing such relaxation, the Declaration Form of the bidder should be obtained. The bid security exemption/declaration format needs to be incorporated as Form 10 (copy enclosed).

### **8.3. Scope of Supply**

1. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

### **8.4. Buyer Added Bid Specific ATC**

#### **8.4.1. General Provision**

#### **8.4.2. Definitions**

Unless the context otherwise requires, the following terms whenever used in this



Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning an employee or a representative or an associate of a Bidder,
- iii. "Bidder" means any private or public entity that will provide the Services to the "Authority" under the Contract.
- iv. "Authority" means the Khadi and Village Industries Commission with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set for thin Clause7.4.5.4
- vii. "Eligibility" shall have the meaning set for thin Clause5.1
- viii. "EMD" Earnest Money Deposit
- ix. "Government" means the Government of India
- x. "Key Dates" shall mean the dates mentioned in Clause1 and the Data Sheet
- xi. "LOA" Letter of Award
- xii. "Party" means the "Authority or the Bidder" as the case maybe, and "Parties" means both of them
- xiii. "Personnel" means professionals and support staff provided by the Bidder assigned toper form the Services or any part thereof
- xiv. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xv. "Proposal Validity Period" shall have the meaning set for thin Clause6.2.2
- xvi. "RFP" means Request for Proposal i.e. it is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xvii. "Scheduled Bank" means Banks specified in the RBI Act,1932
- xviii. "Services" means the work to be performed by the Bidder pursuant to the Contract.

#### **8.4.3. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **8.4.4. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **8.4.5. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice here under by giving the other Party a notice in writing of such change to the address.

#### **8.4.6. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Bidder maybe

taken or executed by the officials specified in the Contract.

#### **8.4.7. Taxes and Duties**

GST shall be included by the bidders whilst submitting their respective quotes in the financial bid format published along with this RFP

#### **8.4.8. Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. “corrupt practice” means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection processor in contract execution;
- ii. “fraudulent practice” means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Authority, designed to establish prices at artificial, non-competitive levels;
- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

#### **8.4.9. Measures to be taken**

The Authority will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Authority will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### **8.4.10. Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

#### **8.4.11. Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. Loss of or damage to the Works and Materials
- ii. Loss of or damage to Equipment, property in connection with the Contract;  
and
- iii. Personal injury or death of the employees

#### **8.4.12. Liquidated Damages Performance Guarantee**

- I. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 3% of the project cost (the "Performance Security"); which can be provided in the form of a bank guarantee. **The validity of Performance Bank Guarantee should be refunded up to 6 Month of completion of project.**
- II. In case any services are not found as per the prescribed Specification as given in clause 3.1, the Authority may impose penalties on the Bidder. In case of poor performance **The Performance Bank Guarantee will be forfeited and will not be refunded.** The poor performance will be decided by Competent Authority based on regular delayed supplies, poor quantity etc. The decision of competent authority will be final.

#### **8.4.13. Liquidated Damages**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement/contract Value per week can be levied. This will be limited to a maximum of 10%. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time shall be granted.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damage specified in this Clause 7.4.1.11

#### **8.4.14. Commencement, Completion, Modification and Termination of Contract**

#### **8.5. Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties.

#### **8.6. Commencement of Services**

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### **8.7. Expiration of Contract**

Unless terminated earlier pursuant to ATC Clause 7.4.2.5.5 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

#### **8.8. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

#### **8.9. Force Majeure**

**Definition:-**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

**8.10. Force Majeure shall not include**

- 8.10.1. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, or
- 8.10.2. Any event which a diligent Party could reasonably have been expected to both
- 8.10.3. Take in to account at the time of the conclusion of this Agreement, and
- 8.10.4. Avoid or overcome in the carrying out of its obligations here under Force Majeure shall not include insufficiency of funds or failure to make any payment required here under

**8.11. No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**8.12. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**8.13. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**8.14. Termination**

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as

per applicable laws or professional obligations.

#### **8.15. By the Authority**

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this ATC Clause. In such an occurrence the Authority shall give a not less than seven (7) days' write notice of termination to the Bidder.

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within seven (7) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to ATC Clause 7.4.10.2 hereof.
- g) In case of delay and deficiencies of service and in case of violation of Terms and Conditions of Contract, the Authority reserves the right to terminate the Contract.

#### **8.16. By the bidder**

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this ATC Clause 7.4.2.5.5.1

- 8.16.1. If the Authority fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to ATC Clause 7.4.8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- 8.16.2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 8.16.3. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to ATC Clause 7.4.10.2 hereof.

##### **8.16.4. Payment upon Termination**

Upon termination of this Contract pursuant to ATC Clauses 7.4.2.5.5.1 or 7.4.2.5.5.2, the Authority shall make the following payments to the Consultant:

- 8.16.5. Payment pursuant to ATC clause 7.4.7 for products installation and commissioning to the effective date of termination.
- 8.16.6. Except in the case of termination pursuant to paragraph (a) through (c) and (f) of ATC Clause 7.4.2.5.5.1

#### **8.17. Delivery Terms:-**

8.17.1. The rate of the products should be as per Freight on Road FOR to the concern State (any district/village in the concern state).

##### **8.17.2. Packing instructions**

As mentioned in the 'Technical Specification and Quality Assurance' under **clause 3**, the contractor shall make separate packages for each machines and tools and mark each package on three sides with the following with indelible paint of proper quality:

- 1) Name of the Development Research Communication and Services Centre (DRCSC); contract number and date
- 2) Brief description of Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) including quantity.
- 3) The gross weight of the package.
- 4) Serial number of this package and the total number of packages in the consignment.
- 5) Packing list reference number.
- 6) Country of origin of Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)
- 7) Development Research Communication and Services Centre (DRCSC)'s State/Divisional Office's name and full address and
- 8) Contractor's name and address

#### **8.18. Inspection**

8.18.1. The capacity assessment including technical competence of the successful bidder will be carried out by the appropriate authority as nominated by the competent authority of KVIC before award of contract. The expenditure of the same will be borne by the buyer.

8.18.2. The cost of testing of machines, Machinery, Tools and Equipment etc. will be borne by the successful bidder.

#### **8.19. Obligations of the Bidder**

#### **8.20. Standard of Performance**

The Bidder shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third Parties.

### **8.21. Integrity Pact**

The bidder must submit Integrity Pact as per the format provided by the Buyer if applicable.

### **8.22. Responsibility of the Bidder**

- 8.22.1. The Bidder shall be fully responsible for site review of the services conforming to relevant Indian or International standards in accordance with the Authority.
- 8.22.2. The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Authority, and complete them by the intended completion date.
- 8.22.3. The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.
- 8.22.4. Not with standing anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Authority from time to time.

### **8.23. Confidentiality**

Except with the prior written consent of the Authority, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created in dependently,(d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 12 months from the date of termination of the Contract.

### **8.24. Documents prepared by the Bidder to be the property of the Authority**

- 8.24.1. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Authority, together with a detailed inventory thereof.
- 8.24.2. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought



reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

#### **8.25. Accounting**

The Bidder shall keep accurate and systematic accounts and records in respect of the Services here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

#### **8.26. Obligations of the Authority**

- 8.26.1. Assistance and Exemptions - The Authority shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- 8.26.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

#### **8.27. Payments to the Bidder**

#### **8.28. Professional fee and Payments**

The total payment due to the Bidder shall be governed by separate work orders issued for the event organized by authority in the contract period and unit price of the line items will be valid for the complete contract period (as determined by the financial quote in the RFP stage).

#### **8.29. Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 2.3. The Contract fee shall be inclusive of taxes or similar charges, unless otherwise set forth in the Contract, payment is due within 21 days following receipt of each invoice.

If applicable under relevant tax laws and rules, the Development Research Communication and Services Centre (DRCSC) shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

#### **8.30. Penalty**

- 8.30.1. In case any service is found to not be as per the prescribed norms or is not

carried out in time, i.e. if fails to provide the services in time, the Authority may impose penalty in addition to the liquidated damage.

- 8.30.2. In case the services provided by the bidder are found to be unsatisfactory or if any incidence of misbehaviour by the staff of the bidder is reported or service is not provided in time, then the Authority may impose a penalty of INR 25000 per such case.
- 8.30.3. In the event of failure of the bidder to recoup the quality in the mutually agreed time frame, the Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.
- 8.30.4. Bid Security submitted by the bidder shall be forfeited, if the bidder:
- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.

### **8.31. Good Faith and Indemnity**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### **8.32. Settlement of Disputes**

This Contract shall be governed by, and construed in accordance with, the laws of India.

### **8.33. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

#### **8.34. Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held at respective Zonal Headquarters. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder. The cost of the Arbitration proceedings shall be borne by the parties equally.

#### **8.35. Jurisdiction**

The language of arbitration proceedings shall be English. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Headquarter of Zonal Office.

## **FORM 1: Technical Proposal**

Submission Form [Location, Date]

To:

[Name and address of Authority]

Dear Sir:

We, the undersigned, offer to provide the services for procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) "accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes a Technical Proposal, and a Financial Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

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:

## FORM 2: Financial capacity of the Bidder

SL. No	Financial year	Annual Turnover(in INR)
1		
2		
3		

*Note: Attach audited financial statements as proof of the above figures Viz Balance Sheet, Profit and loss statement, Trading Account and annual average Turnover certificate duly signed by Chartered Accountant for last three Financial Year.*

### FORM 3: Bidder's organization and experience

The Bidder should provide details of only those assignments that have been undertaken by it under its own name. Bidder need to provide all the supporting documents like PO/Completion certificate for each set of credentials.

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity for supplying the similar items to the ones requested under this assignment]*

Company/Firm Legal Entity Name	
Registered Office Address and Branch Details:	Date of Incorporation/Registration:
No of Employees	Annual Turnover
Name of Client:	Event Name: Scope of Services:
Client Address	Client Contact Details:
Narrative description of Projects Events Executed with Event Pictures	
Total no of Events executed in last 5years:	

### FORM 4: Eligible assignments of the Bidder

The Bidder should provide details of only those assignments that have been undertaken by it under its own name of minimum contract value of INR \_\_\_\_\_. Bidder need to provide all the supporting documents like PO/ Completion certificate for each set of credentials

Assignment name/Client Name:	
Country:	Total no of event & setup days:
Location of Event:	
Scope of Work:	Work
Address:	Contract Value(INR)
Narrative description of Project with pictures:	
Description of actual deliverables by your firm/company within the assignment:	

## FORM 5: Declaration Letter 1

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a Public Sector undertaking or any Government authority.

Declaration Letter for “procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship<Please delete whichever is not applicable> intends to submit a proposal in response to “Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) ”RFP, we also declare that our Company/LLP/Partnership/Society/Proprietorship <Please delete whichever is not applicable>has not been blacklisted by any Central /State Government Department/Public Sector Undertaking or any Government Authority.

Sincerely,

---

(Signature of the Authorized Person)

(Board Resolution for the Nomination of Authorized Signatory to be submitted along with this form)Name:

Designation:



## FORM 6: Declaration Letter 2

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder

Declaration Letter for “Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)” RFP

(To be printed on  
letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to “Procurement of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)”, we also declare that our Company/LLP/Partnership/Society/Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement or have had any agreement terminated for breach by us.

Sincerely,

---

(Signature of the Authorized  
Person) Name:  
Designation:

## **FORM 7-Financial Undertaking**

[Date]

To:[Name and address of Client]

Subject: Financial Undertaking

Reference: (Insert name of the Company /LLP /Partnership /Society /Proprietorship)

Dear Sir/Ma'am,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We here by submit our quotes for the Authority of the services specified in the RFP.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document.

Provisions for GST and reimburse able expenses shall be as per the terms stated in the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

---

Signature and Name of the Authorized Person

---

NAME OF THE BIDDER AND SEAL

## FORM 8: Integrity Pact

### Integrity Pact for Tender Document No. - DRCSC/CBIPC-M2/2023-24

**Tender Title: MACHINERY, TOOLS AND EQUIPMENT UNDER CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202\_\_ at \_\_\_\_\_, India.

BETWEEN

Chief Functionary or Secretary of DRCSC \_\_\_\_\_, for and on behalf of Central Bankura Integrated Palmgur Cluster (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. \_\_\_\_\_ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of the ‘The Principal’

- 1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (a) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (b) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard,

the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the 'Bidder/ Contractor'**

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
  - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
  - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 1) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or

credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### **Section 4 - Compensation for Damages**

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all eligible bidders/ Contractors/ Subcontractors**

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all eligible bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all eligible bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information

and documents of the Bidders/ Contractors as confidential. He/ she reports to the Secretary, DRCSC, Kolkata

- 3) The Bidder(s)/ Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Secretary, DRCSC, Kolkata and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Secretary, DRCSC, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Secretary, DRCSC, Kolkata, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Secretary, DRCSC, Kolkata has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Secretary, DRCSC, Kolkata

## Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mumbai.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## FORM-9 Financial Bids

**Financial Bid Format for Machinery, Tools and Equipment under  
CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC) to  
Zonal Office, KVIC**

**(Strictly must not be submitted in Technical Bid. Submission of Financial Bid along  
with Technical bid will be liable for the rejection of the bid submitted.)**

Financial Bid for Supply of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)					
Name of the manufacturing Firm :					
Address					
Email:-		Qty. (No.)	Rate quoted	Taxes	Total rate including all Taxes
1.	Set of Machinery, Tools and Equipment under CENTRAL BANKURA INTEGRATED PALMGUR CLUSTER (CBIPGC)				

Place:

Signature of authorized person:

Date:

Name:

Designation:

Seal

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement. Since this is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport and cost of items.