



**जीविका**

ग्रामीण विकास विभाग, बिहार सरकार

**बिहार ग्रामीण जीविकोपार्जन प्रोत्साहन समिति  
राज्य ग्रामीण आजीविका मिशन, बिहार**



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BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS)  
GOVERNMENT OF BIHAR  
DEPARTMENT OF RURAL DEVELOPMENT

**e-tender(NIT) Reference No.- BRLPS/Proj-NF/2140/23/01**

## **Notice Inviting Tender**

**For**

**SUPPLY OF FABRICS FOR SCHOOL UNIFORM  
UNDER OPEN TENDERING (TWO ENVELOPE)**

e-Procurement Mode Only

(<https://eproc2.bihar.gov.in>)

**Date: 23-08-2024**

## ACRONYMS

<b>AY</b>	Assessment Year
<b>BG</b>	Bank Guarantee
<b>CEO</b>	Chief Executive Officer
<b>EMD</b>	Earnest Money Deposit
<b>FY</b>	Financial Year
<b>GST</b>	Goods and Services Tax
<b>ITB</b>	Instructions to Bidders
<b>LoI</b>	Letter of Intent
<b>NIT</b>	Notice Inviting Tenders
<b>PAN</b>	Permanent Account Number
<b>PoA</b>	Power of Attorney
<b>RoC</b>	Registrar of Companies
<b>TDS</b>	Tax Deducted at Source
<b>TIA</b>	Tender Inviting Authority
<b>PC</b>	Producer Company

## **NOTICE INVITING TENDERS (NIT)-Two Envelope**

1. The Bihar Rural Livelihoods Promotion Society (BRLPS), Patna intends to select a supplier via e-tendering for supply of fabrics for School Uniform. **The Quoted Unit rate will be valid for a period of ONE YEAR.**
2. BRLPS invites bids from interested suppliers for providing fabrics for school uniform to our Producer Company.
3. To participate in the e-tendering process, the bidder is required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>. For support related to e-tendering process, bidders may contact at following address during working hours: 10.00 AM to 6 PM. (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: m-junction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 5726571" or may contact on Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)

### **4. Schedule of Events**

S.No	Event Description	28/03
4.1	Start Date & time of downloading the BIDDING DOCUMENT	<b>23/08/2024</b> through e-Procurement Portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
4.2	Last date & time for submission (upload) of online bid document	<b>23/09/2024</b> till 03:00 PM, on the e-Procurement Portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
4.3	Time, Date of opening of Technical Bid	<b>23/09/2024</b> at 03:30 PM on the e-Procurement Portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
4.4	Time, Date of opening of Financial Bid	To be announced later on at e-Procurement Portal <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> as well as <a href="http://www.brlps.in/Procurement/Tender">www.brlps.in/Procurement/Tender</a> .
4.5	Pre-bid meeting (Date & time)	<b>05/09/2024</b> at 11:00 AM
4.6	Pre- bid meeting venue	Conference Hall, Bihar Rural Livelihoods Promotion Society, Annexe-II, Vidyut Bhawan, Bailey Road, Patna-800021
4.7	Tender Document Cost	INR 5,000 /- (Non-refundable) to be deposited online through payment gateway available on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> .
4.8	Earnest Money Deposit	INR 6,00,000/- (Rupees Six Lakhs only) to be deposited online through payment gateway available on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> .

*Note – i) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of the Bihar Rural Livelihoods Promotion Society (BRLPS).*

*ii) <https://eproc2.bihar.gov.in> does not accept tender after closing date and time in any circumstances.*

5. Bidders may also see tender documents (except price schedule) from BRLPS website [www.brlps.in/procurement/Tender](http://www.brlps.in/procurement/Tender) for reference purpose.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Six Lakhs Rupees only) to be deposited online through payment gateway available on <https://eproc2.bihar.gov.in>.
  - 1.1. Bidder registered under MSME claiming exemption from submitting EMD, should upload the entire MSME certificate. They have also to upload a notarized affidavit that if they withdraw their bid during the evaluation of bid and does not accept award of contract, suitable action may be taken on them.

7. Tender Processing Fee (TPF) amount for the sum of Rs. 590/- (Five hundred Ninety Rupees) to be paid by the bidder through e-Payment mode through payment gateway available on <https://eproc2.bihar.gov.in>.
8. The technical and financial bids must be submitted through e-Procurement Portal at <https://eproc2.bihar.gov.in> on or before the date and time specified above
9. BRLPS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
10. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document.
11. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., as required in support of their eligibility criteria/ technical bids and other certificate /documents through e-procurement portal <https://eproc2.bihar.gov.in>.
12. Bidder must submit sample of each type of fabric in 4 inches x 4 inches size with name of firm within 07 days from the last date of submission of online bid, otherwise bid will not be considered for technical evaluation. Postal delay will be the responsibility of the bidder and BRLPS may not accept the same received after deadline.
13. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	To be submitted through online mode as state above.
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

14. The technical bids will be opened through e-procurement portal <https://eproc2.bihar.gov.in> on the date **23/09/2024** at 03:30 AM. In the event of any of the above-mentioned day being declared a holiday/closed day for the BRLPS, the bids will be opened in the next working day at the scheduled time
15. The bids must be uploaded through (e-mode/online) at the e-Procurement Portal <https://eproc2.bihar.gov.in>.
16. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events above
17. All Tenders must be accompanied by EMD as mentioned above. No bidder (except MSME registered organization seeking exemption) is exempted from submission of EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected
18. BRLPS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
19. For further enquiry and information, please contact during office hours 10:00 AM to 6:00 PM – Dr. Santosh, Procurement Specialist - BRLPS – 9771478314; Shri Samir Kumar, State Project Manager (Non-Farm) – BRLPS - 9771478622.
20. All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal <https://eproc2.bihar.gov.in> as well on **BRLPS website at [www.brpls.in/procurement/tender](http://www.brpls.in/procurement/tender)**.
21. **Disclaimer:** Please note, in the "Estimated value box" on the e-Procurement Portal <https://eproc2.bihar.gov.in>, "Zero" has been mentioned, by the BRLPS. The actual value of the project depends on the financial rate decided by this tender and therefore due to this, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the specification & terms and conditions mentioned in the tender document.

**Chief Executive Officer cum Mission Director,  
Bihar Rural Livelihoods Promotion Society**

### INSTRUCTIONS TO BIDDER (ITB)

#### 1. General Instructions

- 1.1. The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.  
**Registration of Bidders:** To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>. For support related to e-tendering process, bidders may contact at following address during working hours: 10AM to 6PM (All days in week except Sunday and few selected state holidays on “eProc 2.0 Help Desk Address: m-junction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571” or may contact on Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)
- 1.2.1. **Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
- 1.2.2. The bidder can search & download NIT & Tender Documents electronically from computer once she/he logs on to the eProcurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- 1.2.3. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://eproc2.bihar.gov.in> at a time for following activities – uploading documents for submission of technical bid & Financial bid on or before the prescribed date & time as mentioned in Clause 4 in Notice Inviting Tender (NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
- 1.2.4. Before preparing the tender and uploading the same e-Procurement portal, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
- 1.2.5. The tenders which are for only a few items shall not be accepted. (The tenders /bids should be for all items mentioned in the bidding document).
- 1.2.6. **The unit prices quoted shall be valid for a period of ONE YEAR from the date of award of contract and inclusive of all the factors mentioned in this document, all applicable taxes and duties, excluding Goods & Services Tax (GST) in the provided price format available on eProcurement Portal <https://eproc2.bihar.gov.in>. This shall be quoted in the online mode only. GST if applicable, will be paid as per the prevailing rates/rules.**
- 1.2.7. The technical bid (technical and financial details of the bidder/agency) shall be uploaded (with a forwarding letter as per **Appendix ‘C’**) on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for

uploading the tender as mentioned in Clause 4, Notice Inviting Tender (NIT) shall not be considered, and would summarily be rejected.

## 2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and uploading of its tender and subsequently processing the same. Bihar Rural Livelihoods Promotion Society (BRLPS) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## 3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

## 4. Amendments to Tender Document

- 4.1. At any time prior to the deadline for submission of tenders, the BRLPS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 4.2. Such an amendment will be notified on eProcurement Portal <https://eproc2.bihar.gov.in> and the same shall be binding to all prospective Bidders.
- 4.3. Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://eproc2.bihar.gov.in> and the BRLPS will not issue separate communication to them. The BRLPS shall not be responsible in any manner if prospective Bidders miss any notifications placed on e-Procurement Portal <https://eproc2.bihar.gov.in>.

## 5. Pre-Bid Meeting

- 5.1 In order to provide response to any doubt regarding terms and conditions, Specification and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BRLPS as per details given hereunder:

<b>Date &amp; Time</b>	<b>05/09/2024 at 11:00 AM</b>
<b>Venue</b>	Conference Hall, Bihar Rural Livelihoods Promotion Society, Patna
<b>Contact persons</b>	Dr. Santosh, Procurement Specialist, Mobile - 9771478314

5.1. During the pre-bid meeting, the clarification sought by the prospective bidders with regard to this bid shall be responded appropriately. However, clarification shall be given and prospective bidder may be asked to submit their written request by close of office same day. Bihar Rural Livelihoods Promotion Society (BRLPS) shall upload written response on the eProcurement Portal <https://eproc2.bihar.gov.in> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 4, Section I above shall be issued, which shall be binding on all prospective bidders.

## **6. Clarifications to Tender Documents**

- 6.1. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may also submit written request for clarifications to Dr. Santosh, Procurement Specialist by email ID: [proc.sp@brlps.in](mailto:proc.sp@brlps.in) latest by **01 (one)** day prior to of pre- bid meeting.
- 6.2. In the event, of the above-mentioned day being declared as a holiday/closed day for Bihar Rural Livelihoods Promotion Society (BRLPS), the prospective bidders can submit written request for clarifications, by 12:00 PM. on the same day.
- 6.3. All the prospective bidders will be notified of response to clarifications only through eProcurement Portal <https://eproc2.bihar.gov.in>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BRLPS will not issue separate communication to them.
- 6.4. The BRLPS shall not be responsible in any manner if a prospective bidder fails to notice any notifications with regards to the present NIT placed on the eProcurement Portal <https://eproc2.bihar.gov.in> for any purposes.

## **7. Earnest Money Deposit (EMD)**

- 7.1. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Six Lakh Rupees only) to be deposited online payment gateway available on eProcurement Portal <https://eproc2.bihar.gov.in>
- 7.2. It may be noted that no bidder is exempted to deposit EMD. Tenders submitted without EMD shall be summarily rejected.
- 7.3. Bidder claiming exemption from EMD under MSME, should upload the entire MSME certificate. They have also to upload a notarized affidavit, that if they withdraw their bid during the evaluation of bid and does not accept award of contract, legal action may be taken on them.
- 7.4. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 7.5. Earnest money is required to protect the BRLPS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 7.6. The EMD/ Bid Security shall be forfeited by the BRLPS hereunder or otherwise, under the following conditions:
  - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice
  - b) If a Bidder withdraws its Bid during the period of bid validity i.e 120 days or extended by the BRLPS from time to time;
  - c) In the case of Selected Bidder, if it fails within the specified time limit:
    - i. to furnish the Performance Security (PS) before signing the contract agreement within the period prescribed in the Letter of Intent (LoI)
    - ii. to sign the contract and/or

## **8. Preparation of Tender**

- 8.1 The Bidding documents shall be submitted in the mode as mentioned below: -

1. Earnest Money Deposit (EMD)	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Six Lakh Rupees only) to be deposited online through payment gateway available on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> .
2. Technical Bid	Online (Technical Stage)
3. Financial Bid	Online (Cost Bid Stage)

- 8.2 Bidders are requested not to submit the hard copy of Technical & Financial Bid (except fabric samples). In case the hard copies are submitted, the tender shall be straight away rejected. Also, uploading of the financial bid in technical bid will also result in rejection of the tender.
- 8.3 The tender shall be duly signed, by the authorized person duly approved by the appropriate authority in terms of 'Power of Attorney' at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Appendix D**.
- 8.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BRLPS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 8.5 Prices are to be quoted in the financial Bid format (provided on e-Procurement Portal) in online mode only. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices, put the signature and name of bidding agency in the prescribed format before uploading it. The bidder shall quote prices in all necessary formats. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.
- 8.6 Required documents must be submitted through online mode on eProcurement Portal <https://eproc2.bihar.gov.in> to assess eligibility status (as per the criteria defined in Section III) and to evaluate the technical proposal.

## 1. Tender Submission

- 1.1. Bihar Rural Livelihoods Promotion Society (BRLPS) will open the tenders (online) at the date and time as indicated in Clause 4 of the Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the BRLPS, the tenders will be opened in online mode, on the next working day at designated time.
- 1.2. Technical evaluation of the Bid will be done based on technical qualification criteria and documents mentioned in Eligibility Criteria as mentioned in section-III failing which the bid will not be considered for technical evaluation.
- 1.3. The technical evaluation shall be done only based on documents/papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in> and sample of fabrics.
- 1.4. The financial bids of bidders whose technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders through e-procurement portal as above, who are technically qualified.



- 1.5. No bidder can place more than one bid in any form for this NIT.
- 1.6. The Bidder cannot bid for a part of the tender but must give a single bid taking into consideration all the responsibilities (mentioned in this document) as single unit, subject to all the conditions as laid down in this tender document.
- 1.7. If the date fixed for opening of financial bids is declared as holiday by the BRLPS, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in> as well as at [www.brlps.in/procurement/tender](http://www.brlps.in/procurement/tender).
- 1.8. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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### EVALUATION OF TENDERS

#### **Scrutiny of Tenders**

The tenders will be scrutinized by the procurement committee to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible as per criteria laid down in the Section III of this tender document. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the BRLPS as to whether the bidder is eligible or not and whether the bid is responsive or not shall be final and binding on the bidders. Only the bids found eligible as per the criteria defined in Section III will be considered for technical evaluation. Financial bids of only these bidders will qualify in technical evaluation will be considered for financial bid opening and further evaluation.

#### **1. Infirmary/non-conformity**

The BRLPS may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BRLPS as to whether the deviation is material or not, shall be final and binding on the bidders.

#### **2. Discrepancies in Prices**

- 2.1. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 2.2. If as per the judgment of the BRLPS, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by e-mail/speed post. If the bidder does not agree to the observation of the BRLPS, the tender is liable to be ignored.

#### **3. Bidder's capability to perform the contract**

The BRLPS, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as responsive bid, technically eligible and has quoted the lowest total evaluated price, is qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the BRLPS shall be final and binding on the bidders.

#### **4. Contacting the Bihar Rural Livelihoods Promotion Society (BRLPS)**

- 4.1. From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BRLPS for any reason relating to its tender, it should do so only in writing.
- 4.2. In case a bidder attempts to influence the BRLPS, on the BRLPS's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative action being taken against that bidder, as deemed fit by the BRLPS.

#### **5. Bid Clarification**

- 5.1. To facilitate evaluation of bids, the BRLPS may, at its sole discretion, seek clarifications in writing from any Bidder regarding their bid. Notwithstanding anything contained in the NIT, the BRLPS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

5.2. At any point in time during the bidding process, if required by the BRLPS, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BRLPS. If no response is received by due date, the BRLPS shall evaluate the offer as per available information. The procurement committee in the BRLPS can verify the facts and figures quoted in the bid. The BRLPS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

## 6. Fraud and Corrupt Practices

6.1 The Agency and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the BRLPS may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Selection Process.

6.2 Without prejudice to the rights of the BRLPS here-in-above, if a bidder is found by the BRLPS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process and failure to complete the assignment under the contract, such bidder shall not be eligible to participate in any tender or RFP issued by the BRLPS during a period of 3 (Three) years from the date such bidder is found by the BRLPS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

6.3.1 **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly, or indirectly, any official of the BRLPS who is or has been associated in any manner, directly or indirectly, with the Selection Process.

6.3.2 **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.

6.3.3 **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.

6.3.4 **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BRLPS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and

6.3.5 **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **7. Selection Process**

- a. Technical bids of all bidders which meet the basic requirements (i.e., tender fee, deposit of Earnest Money Deposit etc.) would be taken up for their eligibility evaluation as per the eligibility criteria defined in Section III.
- b. Bihar Financial Rule and other guidelines of Government of Bihar published time to time will be considered for evaluation of bid and award of contract by the BRLPS
- c. Technical proposals of only those bidders who are found eligible, as per the criteria defined in Section III, will only be considered for opening of their financial bid.
- d. The final selection will be based on the 'Least Cost Selection' (LCS) method based on total quoted amount.

### **8.1 Technical Bid**

- a. In this part, the bid shall be reviewed for determining the compliance of the general conditions of the Contract and Eligibility Criteria as mentioned in the bidding document. Any deviation for general conditions of the Contract and eligibility criteria shall lead to rejection of the bid.
- b. During evaluation of the technical bids, bidders are expected to meet all the conditions of the bidding document and the eligibility criteria as mentioned in Section-III. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.
- c. The bidder must possess the requisite experience, strength, and capabilities in supplying the material necessary to meet the requirements, as described in the bidding document. The bids must be complete in all respects and should cover the entire item with its specification as stipulated in this document.

### **8.2 Financial Bid**

Financial bids of all the eligible bidders (as per the criteria defined in Section III) will be evaluated.

- a) BRLPS will open 'Financial Bid' of only those Bidders, who are found eligible as per the criteria defined in Section III.
  - b) The Financial Bid should be furnished clearly indicating the bid amount in the format given on e-portal. In the event of any difference between figure and word, the amount indicating in words shall be considered.
  - c) The Financial Bid should be inclusive of all applicable taxes and duties, excluding GST presently in force.
  - d) The Bidder who has quoted the lowest evaluated total bid price will be considered as successful bidder and will be issued Letter of Intent (LoI).
- 8.3** The BRLPS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 8.4** The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 8.5** The quantity mentioned in the delivery schedule is tentative. The quantity may be increased or decreased without any change in unit price or other terms and conditions.

- 8.6** The BRLPS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of fabrics and corresponding prices accepted, subject to the contract agreement to be signed between the parties "*floated from this NIT*" having the terms and conditions etc., therein.
- 8.7** The successful bidder must furnish the required Performance Security (PS), before executing the contract/ signing of the contract document, positively, failing which the EMD will be forfeited and the award will be cancelled and bidder may be debarred reasonably. Relevant details about the performance security have been provided under Section IV Clause 8.
- 8.8** The contract agreement will be signed between the Producer Company (PC) and the successful bidder and will be required to be signed within 10 working days of the issue of the Letter of Intent (LoI) and submission of Performance Security. The stamp duty and registration charges, if any, payable on the Agreement will be borne by the successful bidder.
- 8.9** During the period of one-year, multiple supply orders may be issued by the Producer Company time to time on the quoted unit rate.
- 8.10** The successful bidder must supply the fabrics within 15 days or as mentioned in the issued purchase order by the Producer company (PC)

**SECTION – III**

**TECHNICAL EVALUATION CRITERIA**

**Bidder must meet the following technical evaluation criteria**

Sl. No.	Eligibility Requirement	Required supporting document
1.	Bidder Should be an original manufacturer (OEM)/ authorized representative of an OEM/Whole Sale Dealer engaged in supplying uniform fabrics in bulk.	Supporting document in support of firm/agency registration with an undertaking to supply fabrics in Bihar.
2.	Bidder should have authorization from manufacturer (in case of dealer or authorized representative against this tender valid throughout the period of the contract	Copy of valid authorization from OEM for this tender should be uploaded with the bid.
3.	Bidder should have minimum three years of experience of <b>supplying uniform fabrics</b> to Government agencies/ universities/government educational institutions/ autonomous bodies.	Bidder should submit purchase order/s.  Uploaded purchase order/s may be verified.
4.	Bidder Should have experience of supply of fabrics worth Rs. 1.0 crore (cumulative order value in case of supply to more than one organization) in last three financial years (i.e., 2023-24, 2022-23 & 2021-22) to any government department/government organization/government body in the state of Bihar.	Photocopy of purchase orders should be submitted.  Uploaded purchase order may be verified.
5.	Bidder should have minimum annual average turnover of Rs. 2.0 crore (Rs. Two Crore) during in the following consecutive three financial years (2020-21, 2021-22, 2022-23 & 2023-24).  In case Audited Financials are not available for the Financial Year 2023-2024, then the Bidder should submit the details for the financials years 2020-21, 2021-22 & 2022-23 and the same will be considered to	Audited Financial Statements (Balance Sheet and P&L Audited by a Certified Chartered Accountant) for the following 3 (three) financial years 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 & 2023-24 of the Bidder.  Certificate from a registered Chartered Accountant (CA) certifying the turnover of the bidder.

	fulfil this criteria.	
6.	Undertaking that the bidder has not been blacklisted by Central / State Government / PSUs and there has been no litigation history with any government department.	Notarized undertaking should be uploaded in prescribed format as Annexure-F
7.	Bidder should have a valid GST Number.	GST certificate should be uploaded.
8.	Sample of each type of fabrics with marking should be submitted.	4 inches x 4 inches of sample of each type of fabrics duly signed and stamped should be submitted in physical form within 07 days of last date for submission of online bid (technical bid).

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## **TERMS AND CONDITIONS**

### **1. Payments**

1.1. The prices quoted in the financial bid shall include all applicable taxes and duties, excluding Goods & Services Tax (GST). If applicable, GST will be paid as per the prevailing rates.

**It is mandatory for the bidder to quote unit rate in the price format.** This shall be quoted in the format available at e-procurement portal.

- a. No advance payment shall be made.
- b. Payment will be made against completion of 100% delivery against each purchase orders.
- c. The payment will be subject to statutory deductions as per applicable laws.

### **2. Performance Review and Penalty provisions**

BRLPS will be reviewing the performance of the supply to assess the quality of supplied fabrics. The Chief Executive Officer, BRLPS may designate a person to supervise the assignment and carry out necessary interaction and exchange of information about the status of the project between the agency and Producer company (PC). The Chief Executive Officer, BRLPS may also constitute a review committee to monitor the progress and access the supply.

### **3. Signing of the contract**

The contract will be signed with the successful bidder and the Producer Company (PC). The contract between Producer Company and the successful bidder should be executed within 10 days of the issue of the Letter of Intent and submission of performance security. The selected successful bidder will have to submit the Performance Security (PS), as applicable before signing of the contract agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential legal action.

### **4. Sub Contracts**

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the supplier sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action shall also be taken against the supplier.

### **5. Liquidated damage (for delays)**

An amount equivalent to 0.07% per day up to maximum 10 % of order value, will be deducted from the invoice of supplier for delay in supply of fabrics beyond the stipulated delivery period mentioned in the issued purchase order/s.

### **6. Quality Verification**

Quality verification of supplied fabrics may be done by an internal team or by a third-party agency as decided by the Producer Company. Successful bidder must submit Lab Test Report (based on the above specification) for the fabrics to be supplied before start of each supply. The Lab should be certified from Government of India.

### **7. Modification to Contract**

The contract when executed between the parties shall constitute the entire contract between the parties in connection with the supply which also includes increase in the scope of supply



and shall be binding upon the parties. However, modification, if any, to the contract shall be in writing and with the consent of the parties.

## **8. Performance Security**

- 8.1. The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favor of Bihar Rural Livelihoods Promotion Society (BRLPS) for an amount of Rs. 14.0 lakh. The Bank guarantee shall be as per proforma at "Appendix: E" and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement.
- 8.2. If the supplier violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the PC and the contract may also be cancelled.
- 8.3. The PC will release the Performance Security without any interest to the supplier on successful completion of contractual obligations.

## **9. Termination of Contract**

- 9.1. Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or contract agreement formalization, shall be liable for punitive action amounting to debarment of the bidder and forfeiture of EMD (Bid Security) or Performance Security (as applicable).
- 9.2. The Producer Company (PC), without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to perform the contract as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable legal action may also be taken against the supplier.
- 9.3. Unless otherwise instructed by the PC, the supplier shall continue to perform the contract to the extent not terminated.

## **10. Termination for Insolvency**

If the supplier becomes bankrupt or otherwise insolvent, it will inform to the PC within 30 days' written notice to terminate the contract. The PC reserves the right to terminate, without any compensation, whatsoever, to the supplier, and PC may forfeit the performance security.

## **11. Termination by Mutual Consent**

In the event, the PC and the supplier mutually agrees to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both party's agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

## **12. Force Majeure**

- 12.1. Notwithstanding the provisions contained in the bidding document, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 12.2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include and will not be limited to wars or revolutions, hostility, acts of public enemy, civil

commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 12.3. If a Force Majeure situation arises, the supplier shall promptly notify the PC in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the PC in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12.4. In case due to a Force Majeure event, the PC is unable to fulfil its contractual commitment and responsibility, the PC will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

### **13. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

### **14. Resolution of disputes**

- 14.1. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- 14.2. If the parties fails to resolve the issue with mutual understanding, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of Patna, Bihar Courts only.

### **15. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **16. Specification and quantity of items to be procured**

The specification of items/raw fabrics to be procured with tentative quantity is attached as **Appendix-A** of this bidding document.

### **17. Delivery Schedule**

The delivery schedule is attached as **Appendix-B** of this bid document.

- 17.1. The supplier shall maintain confidentiality of all the data collected during the process, and shall make adequate arrangements for security on their own cost.

**Chief Executive Officer cum Mission Director**  
Bihar Rural Livelihoods Promotion Society

**APPENDIX – A****Specification of Fabrics with Quantity**

<b>Raw Fabrics Requirement</b>					
<b>Sl.no</b>	<b>Product Name</b>	<b>Fabric Width (Araz)</b>	<b>Specifications</b>	<b>Unit</b>	<b>Quantity</b>
<b>1</b>	Shirt + Kurti + Pajama (Shirting)	36 inches	Poly Cotton (65/35) as mentioned in SOP: - point no (iv) of 2.1, Plain weave, GSM-100(-5% to +5% allowed), Warp and Weft/inch - 110 and 90 respectively (-2.5% and +5% allowed), Colour-light sky blue-201606m, and Navy Blue-46216m	Meter	247821
<b>2</b>	Pant + Skirt (Suiting)	58 inches	Poly Cotton (65/35) as mentioned in SOP: - point no (iv) of 2.1, Plain weave, GSM-190(-5% to +5% allowed), Warp and Weft/inch - 66 and 48 respectively (-2.5% and +5% allowed), Colour- Navy Blue	Meter	87885
<b>3</b>	Duppata	36 inches	Polyester, Plain weave, GSM-50 (-5% to +5% allowed), Warp and Weft/inch - 100 and 100 respectively (-2.5% and +5% allowed), Colour- Navy blue	Meter	21007

**APPENDIX – B****Delivery Schedule**

SI No	Place of delivery
1	Nodal training cum production centre for stitching –Industrial Area (old sugar mill premises), Village –Narayanpur , Goraul, Vaihali (Bihar)-844118
2	Jaanki Jeevika Mahila Stitching Producer Company Limited –Mental Hospital (BIMHAS) , Koilwar-Bhojpur, Bihar (802160)

**APPENDIX-C**

**FORWARDING LETTER FOR TECHNICAL BID**

*(To be submitted by all bidders in their letter head)*

To,  
The Chief Executive Officer cum Mission Director  
Bihar Rural Livelihoods Promotion Society,  
Patna Bihar.

Sub: Bid for supply of fabrics for School Uniform  
Sir,

We are submitting, herewith our bid for supply of fabrics for School Uniform as per the terms defined in the bid document.

We agree to accept all the terms and condition stipulated in your bid document.

Enclosures:

- 1.
- 2.
- 3.

Signature of the Bidder/agency.....

Seal of the Bidder/agency .....

**AUTHORIZATION LETTER FOR SIGNING OF BID**

(On Non – judicial stamp paper of Rs. 100/- attested by notary public)

**POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_ (*name and address of the registered office of the Single Entity*) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_R/o\_\_\_ (*name and address of residence*) who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, \_\_\_\_\_ for **“supplying fabrics for School Uniforms”** (the **“Project”**), including signing and submission of all documents and providing information / responses to the Bihar Rural Livelihoods Promotion Society (BRLPS), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the.....day of 2024.

For .....  
(Name, Designation and address)

Accepted  
..... (Signature)  
(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/ agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

**PROFORMA FOR BANK GUARANTEE FOR  
PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,  
The Chief Executive Officer cum Mission  
Director, Bihar Rural Livelihoods Promotion  
Society,  
Patna.

Dear Sir,

WHEREAS.....(Name and address of the Supplier)  
(Hereinafter called "the supplier" has undertaken, in pursuance of Lol vide Letter No .... date  
..... (Herein after "the contract") for supply of fabrics for school uniforms.

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the project/ performance of the contract "supply of fabrics for school uniforms", as per the contract. WHEREAS we ("the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the [*Name of Producer Company*] the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.....(as applicable), to [*Name of Producer Company*], under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/ implementation. Provided, however, that the maximum liability of the Bank towards BRLPS[*Name of Producer Company*], under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from [*Name of Producer Company*], stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to BRLPS all sums demanded by [*Name of Producer Company*] under the said demand notice, subject to the maximum limits specified in BG. A notice from [*Name of Producer Company*] to the Bank shall be sent by Registered Post at the following address: Attention Mr.....( Mention the official address of the bidder).
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period .....
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
  - a. Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/Agreements
  - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between the bidder and the bank.
5. The Bank also agrees that [*Name of Producer Company*] at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that [*Name of Producer Company*] may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the *[Name of Producer Company]* or any other indulgence shown by *[Name of Producer Company]* or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the ..... Day of .... 2024.

Witness 1:

Name:

(Signature)

Witness

2: Name:

(Signatur

e)



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**DECLARATION BY BIDDER**

**Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)**

**Affidavit**

I, M/s. .... , (the names and addresses of the registered office) hereby certify and confirm that

we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by any Government, entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on the date of submission of the bid documents.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of ....., 2024

Name of the Bidder/ Agency.....

Signature of the Authorized Person: .....

Name of the Authorized Person: .....

Designation of the Authorized Person: .....

**PARTICULARS OF THE BIDDER’S ORGANISATION**

(To be submitted by all bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Company Registration Details :
5. Address of the office of Services Provider in the State, if any :

Year	Client Name & Project Overview	Project Duration & activities	No. of supplies made	No. of contract successfully completed	Contact Point (Name and Contact number)	Page No

6. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal