



**SHRESTHA WOMEN JEEVIKA PRODUCER COMPANY LIMITED SAMASTIPUR**

CIN: U01100BR2018PTC039285 GST: 10ABACS8305C1Z1

Promoted By - Bihar Rural Livelihood Promotion Society, Jeevika (Bihar)



**Ref No. SWJPCL/FPC/SMTPR/09/2023-24**

**Date: 02-May-2023**

**Notice (Advertising) Inviting Tender**

**Inviting tender for Supply, installation, commissioning of plant and machinery for establishment of Turnkey Project on Spice Processing Unit (100 Kg / Hour) by Shrestha Women Jeevika Producer Company Limited at 3rd Floor Hariom Complex, Adarsh Nagar, Mohanpur Road, Samastipur - 848101 (Bihar).**



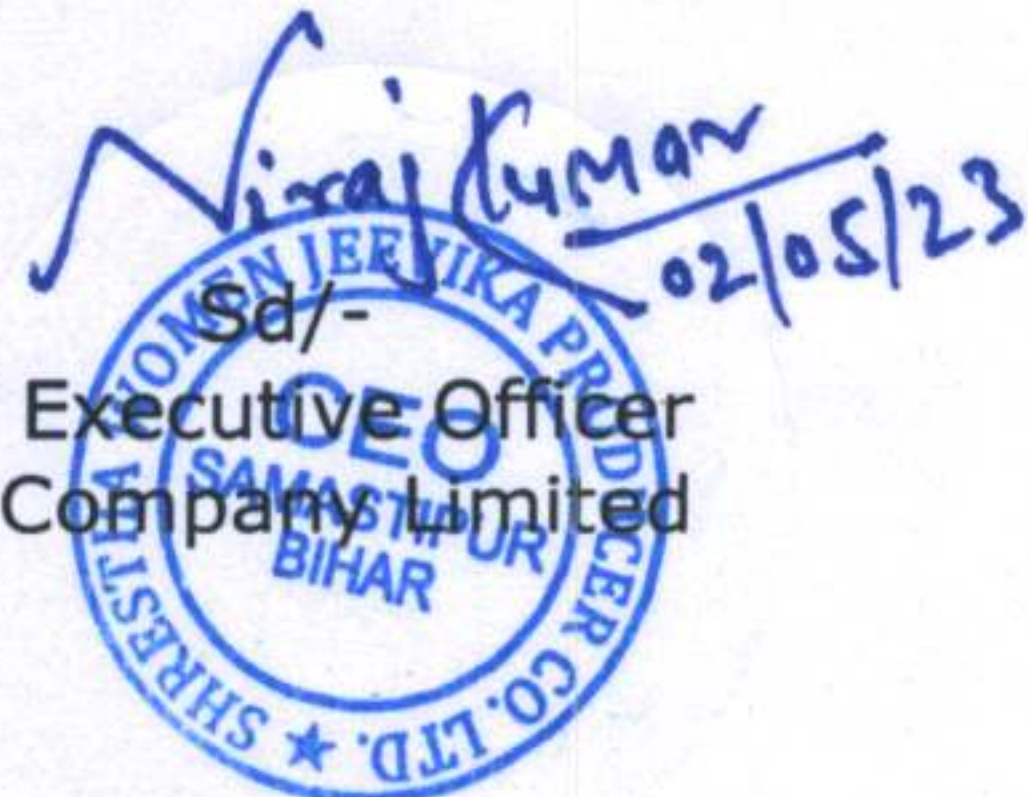


## 1. Invitation for Tender and Tender Calendar

Shrestha Women Jeevika Producer Company Limited invites sealed offers (Eligibility and Price) for Supply, installation, commissioning of plant and machinery for establishment of spice processing unit. The summary of tender and tender calendar:

Sr. No	Item Details	Particulars
1.	Tender No.	Ref No. <b>SWJPCL/FPC/SMPR/09/2023-24</b>
2.	BID Security (EMD)	<b>Rs. 50,000</b> (Fifty Thousand Only) to be paid in the form of Bank Guarantee issued by any scheduled bank favoring Shrestha Women Jeevika Producer Co. Ltd.  Bidder has to submit the Bank Guarantee in the envelope of technical bid, otherwise, the bid will be <b>treated as non-Responsive.</b>
3.	Contact person/Nodal Officer for queries	Niraj Kumar, CEO, +91 8102504136 Email: <a href="mailto:ceo.swjpcl@gmail.com">ceo.swjpcl@gmail.com</a>
4.	Date of Commencement of issuance of bid	02/05/2023
5.	Pre-Bid Meeting	Pre bid meeting will be held on 01.00 pm on 16.05.2023 at Shrestha Women Jeevika Producer Company Limited, 3rd Floor Hariom Complex, Adarsh Nagar, Mohanpur Road, Samastipur - 848101 (Bihar). Queries and Clarifications, if any, will be informed through e-mail, Requests for clarification should be received through e-mail ( <a href="mailto:swjpcl.jeevika@gmail.com">swjpcl.jeevika@gmail.com</a> ) before 16/05/2023.
6.	Last Date and Time of Receipt of Technical and Financial bid Document	29/05/2023 till 01:30 pm.
7.	Date/ Time for opening Of Bid (Technical)	29/05/2023 till 02:00 pm at Shrestha Women Jeevika Producer Company Limited, 3rd Floor Hariom Complex, Adarsh Nagar, Mohanpur Road, Samastipur - 848101 (Bihar)
8.	Date / Time for opening of Tender Document (Financial)	Will be communicated to the technically qualified bidder through email or published at website- <a href="http://www.brps.in/tender">www.brps.in/tender</a>

Sd/-  
Chief Executive Officer  
Shrestha Women Jeevika Producer Company Limited





## 1.1 Definition:

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- I. **"The Bidder"** means company/firm participating in this bidding process.
- II. **"Eligible Bidder"** means bidder satisfying qualifying criteria
- III. **"The Purchaser"** means Chief Executive Officer, Shrestha Women Jeevika Producer Company Limited.
- IV. **"The Successful Bidder/Supplier"** means the successful bidder and on whom Shrestha Women Jeevika Producer Company Limited have placed a Letter of Intent/Contract Agreement for Supply of goods and commissioning as per the IFT and with whom the Purchaser enters into contract against this tender.
- V. **"The Contract"** means an agreement entered, by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- VI. **"The Contract Price"** means the price payable to the Successful Bidder under the contract for the full and proper performance of its contractual obligations.
- VII. **"Goods"** means the plant and machinery to be provided as per the requirement mentioned in the bid document
- VIII. **"Non-compliance"** means failure/refusal to comply the term conditions of the tender.
- IX. **"Non-responsive"** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of bid security (EMD).
- X. **"PBG"** means Performance Bank Guarantee.
- XI. **"Letter of Intent (LoI)"** means a letter issued by the Tendering Agency (Shrestha Women Jeevika Producer Company Limited) indicating his intention to place Purchase Order/Contract on the successful bidder.





## 2. Instructions to the Bidders

### 2.1 Bid submission

Bidder will submit technical and financial proposal through speed post/ registered post/ courier/ by hand at the address of the company.

### 2.2 Joint Venture/Consortium

Joint Venture/Consortium are not allowed.

### 2.3 Submission of Tender Offers

Tenders will be received on before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday, the offers will be received up to the appointed time on the immediate next working day.

Purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum/addendum which will be communicated to the bidders through email who had requested for issuance of bid.

### 2.4 Method of Submission of Tender Form

Two bid system shall be followed as Eligibility Bid and Price Bid. Both, the Technical and Financial bids should be kept in a separate sealed enveloped marked as "Technical Bid" and "Financial Bid". Both the envelopes should be kept in a single enveloped marked as "**Bid for Supply, installation, commissioning of plant and machinery for establishment of spice processing unit**" comprising Technical Bid and Financial Bids. The bid must be submitted through speed post/ registered post/ courier/ by hand at Shrestha Women Jeevika Producer Company Limited, 3rd Floor Hariom Complex, Adarsh Nagar, Mohanpur Road, Samastipur - 848101 (Bihar).

### Clarification of Bids

A prospective bidder requiring any clarification of the bidding documents may notify Shrestha Women Jeevika Producer Company Limited in writing through E-mail. Shrestha Women Jeevika Producer Company Limited will respond in writing to any request for clarification of the bidding documents through corrigendum by e-mail/ website. Requests for clarification on telephone will not be entertained. The bidder has to submit query before pre bid meeting due date mentioned in the tender document. Clarifications given in the pre bid shall form part of the bidding document.

### Format and Signing of Bids

Each page of the bid shall be signed and stamped by authorized person.





## 2.5 Late Tender Offers/ Late bid

Bidder has to ensure that bid is received by the purchaser within due date mentioned above. Late bids will not be accepted. Postal delays or any other delays shall not be considered.

## 2.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process. The bid has no sell price.

## 2.7 Bid Security Deposit

Bid security (**EMD**) of **Rs. 50,000** (Fifty Thousand only) to be paid in the form of demand draft/Bank Guarantee issued by any scheduled bank favoring Shrestha Women Jeevika Producer Company Limited, Samastipur (Bihar). Original EMD has to be submitted along with the technical bid in the technical envelope itself. Hence, bid received without bid security as above will be treated as non-responsive.

The Bid Security may be forfeited in case, if a successful bidder fails:

- i. To submit **Performance Bank Guarantee** (PBG) as specified in the terms and condition and execute the contract.
- ii. No interest shall be payable by Shrestha Women Jeevika Producer Company Limited to the Bidder (s) on Bid Security Deposit for the Period of its Currency.
- iii. In case of withdrawal of bid after opening.

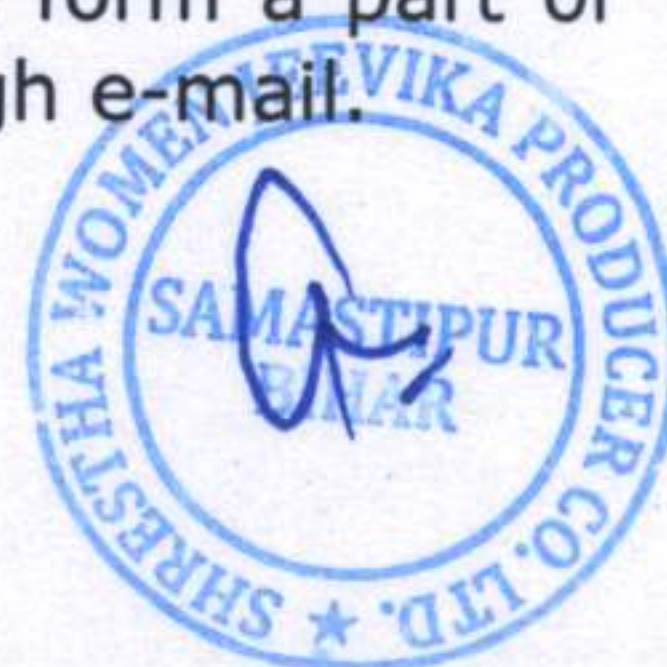
Bid Security will be returned to the successful bidders only if bidder submits performance security (Bank Guarantee) as specified in tender document. For the unsuccessful bidders, it will be returned within 30 days of finalization of bids.

## 2.8 Offer Validity period

The tender offer must be valid for minimum **90 days** from the date of opening of tender. However, the Purchaser may extend this period at its sole discretion or request from bidders, information of which will be communicated to the participating bidder through official website/ email.

## 2.9 Pre-bid conference

A Pre-Bid conference/ meeting of all the interested bidders will be held at the scheduled date and time. The bidders may also submit their queries through email to the address specified in the Section of Invitation for tender. It should be noted that queries should be related to this bid only. Any changes decided in the pre-bid shall be communicated to bidders through email/ website. The corrigendum and pre-bid clarifications will also form a part of this bid document and the same will be communicated through e-mail.





## **2.10 Erasure, Alternation & Signing of Tender**

Tender documents should contain no interlineations, erasures or overwriting.

## **2.11 Costs & Currency**

The price offer must be given in Indian Rupees (INR) only. The quote price will be remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed, except changes in taxation part by the appropriate government. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

## **2.12 Offer Price**

The agency/bidder shall quote the amount of all items item wise including price, all relatable expenses, incidental cost and all applicable taxes, duties and levies but **excluding Goods & Services Tax (GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. GST, will be paid by the authorities decided by Shrestha Women Jeevika Producer, as per the prevailing rates/rules. If an agency/bidder quotes, "NIL" charges in consideration, the bid shall be treated as unresponsive and shall not be considered.

## **2.13 Bid format**

Authorized signatory must sign and affix the seal in all the pages of the response document. Relevant/Original documents must be submitted as proof wherever necessary.

## **2.14 Right to Alter Items**

The purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications Through corrigendum to be published in pre-bid meeting.

## **2.15 Modification and Withdrawal of Offers**

The bidders will not be allowed to modify their bids after final submission. Withdrawal of original offer will not be allowed after opening of bid. No offer can be modified by the Bidder, once bid is finally submitted. However the bidder can submit letter in hard copy to the office for withdrawal of their bid from the bidding process before opening of bids.

## **2.16 Preliminary Scrutiny**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations and submission of bid security as mentioned above. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

## **2.17 Tender Evaluation**

The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which

- a. Are properly signed; and





- b. Conform to the terms and conditions, technical specifications and qualification criteria.

All pages of bid document along with photocopy of GST certificate, PAN Card and other documents as mentioned in "Qualification Criteria of the bid document" are duly signed and stamped by the bidder.

**Short-listing of bidders:**

The bidders who will qualify in the technical evaluation will **only be considered** for opening of their financial proposal (Price Bid).

**Evaluation of Financial Proposal (Price bid)**

Financial bid shall be evaluated based on least cost selection method. The bidder who has quoted the lowest and is technically successful shall be awarded the contract to supply the items. Evaluation of financial bid shall be based on the total prices quoted by the bidder except GST. GST shall not be the part of the evaluation.

**2.18 Clarification of Offers**

To assist in the scrutiny, evaluation, and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification on their offers at any of the stages mentioned therein and the same may be sent through email ([swjpcl.jeevika@gmail.com](mailto:swjpcl.jeevika@gmail.com)). However, in such cases, reply of clarifications shall be sent through return email.

**2.19 Amendment of bidding Document**

- a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- b. In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.

**2.20 Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language (except Hindi) provided they are accompanied by an appropriate translation in English / Hindi language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

**2.21 Confidentiality**

- a. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- b. At all times during the performance of the supply and installation, the bidder shall abide by all applicable compliances, security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its





employees or assignees is given access to the confidential information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

- c. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment.
- d. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.
- e. The bidder will abide by all applicable rules and laws of land.

### **2.22 Performance Bank Guarantee (PBG):**

- a) Successful Bidder shall submit a Bank Guarantee for an amount of 5% of the total value of contract in the prescribed format as attached.
- b) Performance Bank Guarantee will be issued from a Scheduled Commercial Bank only promising payment of the guaranteed sum or part thereof to the Shrestha Women Jeevika Producer Company Limited, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Shrestha Women Jeevika Producer Company Limited shall be treated as conclusive proof for payment. Bank Guarantee format is enclosed as Annexure - 1.
- c) Performance Bank Guarantee (PBG) shall be valid for a period of 60 days beyond the date of warranty obligations. In case of extension of contract, the Supplier will have to extend validity of the performance PBG.

### **3. SCOPE OF WORK**

Scope of work shall include the following:

- A. The plant and machinery would be delivered, Installed and commissioned at to Plot No. 105 & 114, Industrial Estate, Samastipur, Harpur Alloth, Samastipur-848101, Bihar.
- B. The Bidders are required to comply with the following instruction for submission of technical specifications:
  - a. The Brand/ Make of items should be clearly indicated. The Maker's name in full (not in abbreviated form) must be clearly stated. The technical data and product brochures should be provided for each equipment and tools quoted.
  - b. Bidders should quote only single brand/ make for an individual item.
  - c. The terms "best India Make, "Similar make", Equivalent make", "Equivalent to", "Standard make/Marketed by" etc. or any other similar term are not acceptable and such item(s) will be rejected.
  - d. The plant and Machinery should not be made in China in order to promote Indian supplier.





- e. All the items are to be quoted by the bidders and no modification of bid form would be allowed and in such cases the bid will be summarily rejected.

#### C. Delivery

- a. The bidder completes the delivery of items within one hundred twenty (120) calendar days from the date of issue of purchase/ contract agreement. However, the bidders have an option to submit the best delivery time before 120 days. Under any circumstances, delivery should not be made without receipt of delivery instructions from Shrestha Women Jeevika Producer Company Limited.
- b. At first, the material (Plant & Machinery) shall be inspected at the place of manufacturing by the committee, formed by Shrestha Women Jeevika Producer Company Limited. A written information shall be given for the completion of the production of the machine by the awarded bidder to Shrestha Women Jeevika Producer Company Limited for the inspection. At second stage, the inspection shall be done at the delivered & installed site. The bidder shall be responsible for any damage during the transit of machine/ equipment to place of delivery as given in delivery instructions.
- c. The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser.
- d. In case of break-down during the warranty period, bidder will be informed through email and the call should be attended by supplier within 24 hours of the receipt of email.

#### D. Training on running of Machine:

The selected bidder will provide at least one manpower at site for the training to the 2 employees of Shrestha Women Jeevika Producer Company Limited **for minimum period of one month**. (No additional cost for training and maintenance).

#### E. Warranty / After Sales Services

- a. The equipment shall be warranted for any manufacturing defect minimum **for a period of 12 months** from the date of successful completion of installation and commissioning at site.
- b. Should any part or parts fail or proved defective within the period specified above, owing to defect in design, material or workmanship, the supplier will have to replace them at the place of installation free of all charges.





- c. During the warranty period, expert/ residential engineer (s) shall be deputed at site by the awarded unit whenever found essential and which cannot be undertaken locally or by the Local experts including rectifying any defect / malfunctioning of plant & machinery. The cost of deputation of expert/ residential engineer (s) and any other associated expenditure shall be borne by the awarded unit.
- F. Manuals and Technical Documents:
- a. The awarded bidder/s shall provide technical documents like installation manual, operation and maintenance manual, spare part price list etc. in English language for each item of equipment.
- G. Liquidated damage for delay in supply:  
The applicable rate is 2% per completed week and the maximum deduction is 10% of the contract price. On further delays purchase order/ contract may be cancelled.
- H. Payment Terms:
- a. 10% of the contract value may be given as advance payment against Bank Guarantee issued by any scheduled bank favouring Shrestha Women Jeevika Producer Co. Ltd. along with a request letter. The Bank Guarantee should be valid for 06 months.
- b. 70% of the contract value will be paid upon satisfactory delivery of the equipment, verification delivered equipment and submission of Consignee Receipt Certificate (CRC) from Shrestha Women Jeevika Producer Company Limited.
- c. The remaining 20% will be paid after successful installation and commissioning, completion of training of employee of Shrestha Women Jeevika Producer Company Limited and submission of Installation Certificate and Final Acceptance Certificate (FAC) and the advance amount will be adjusted on or before the final payment.

**4. ELIGIBILITY CRITERIA** (The bidder must submit all relevant documents/ Copies as proof for Qualifying in technical bid)-

Sl. N.	Eligibility Criteria	Documents/ Copies to be submitted
4.1	The Bidder should have been established on or before 2017. The Bidder should have valid PAN and GST registration.	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation/ registration under Shops and establishment/ MSME Registration</li> <li>▪ Registration for GST</li> <li>▪ PAN</li> </ul>
4.2	The bidder should have experience of supplying and installation of at least 5 similar nature equipment/tool in Government Organizations/ Externally aided projects, Scheme/NGOs/ private sector.	<ul style="list-style-type: none"> <li>▪ Details of similar work to be provided in prescribed format in Annexure- 4.</li> </ul>



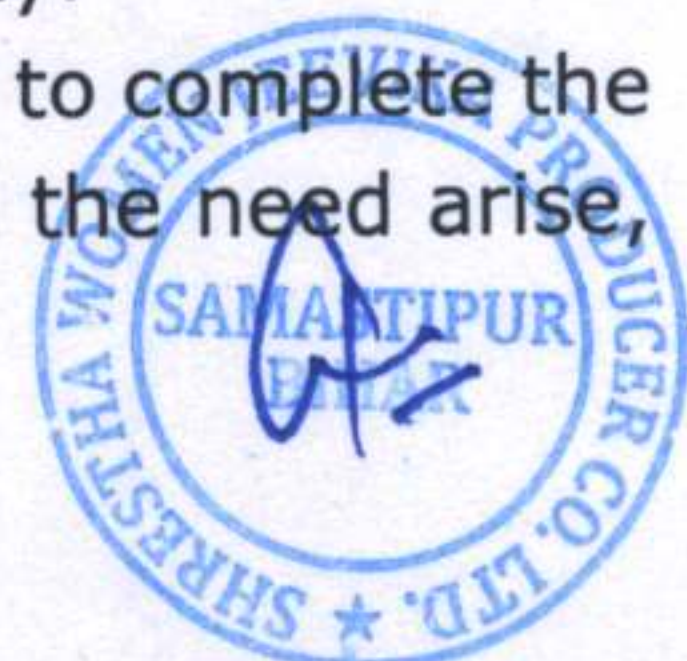


4.3	The bidder as a single entity must have an Average Annual Turnover (AAT) of 50 Lakhs in the last three financial years. (2019-20, 2020-21 and 2021-22)	Certified Balance Sheet and Profit & Loss Account by the Chartered Accountants. or Turnover certificate issued by the Chartered Accountants.
4.4	The bidder must provide minimum one year warranty or more as per standard warranty from OEM on all equipment supplied.	Declaration on letter head should be submitted for warranty period of each equipment to be supplied under each schedule with services/coverage during warranty.
4.5	<ul style="list-style-type: none"> <li>▪ Bidder should have never been involved in any illegal activity or financial frauds.</li> <li>▪ The bidder and its affiliates should not have been blacklisted by any Government Agency/Public Sector Undertaking/ Autonomous Bodies of Government/ Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement.</li> </ul>	Undertaking on letter head/ self- declaration.
4.6	Mandatory requirements: All the requirements mentioned in Terms of Reference (ToR)/ Scope of Work (SoW) must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified.	Undertaking duly notarized.

**Note: Relevant certificates/documents in support of the fulfilment of each of the eligibility criteria must be submitted, otherwise bids will be treated as non- responsive.**

## 5. Preparation of Proposals

- a. Only One Proposal: The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- b. Proposal Validity: Bidder's Proposal must remain valid up to 90 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability.
- c. Extension of Validity Period: The Client will make its best effort to complete the process within the proposal's validity period. However, should the need arise, the Proposals' validity may be extended to 45 days more.

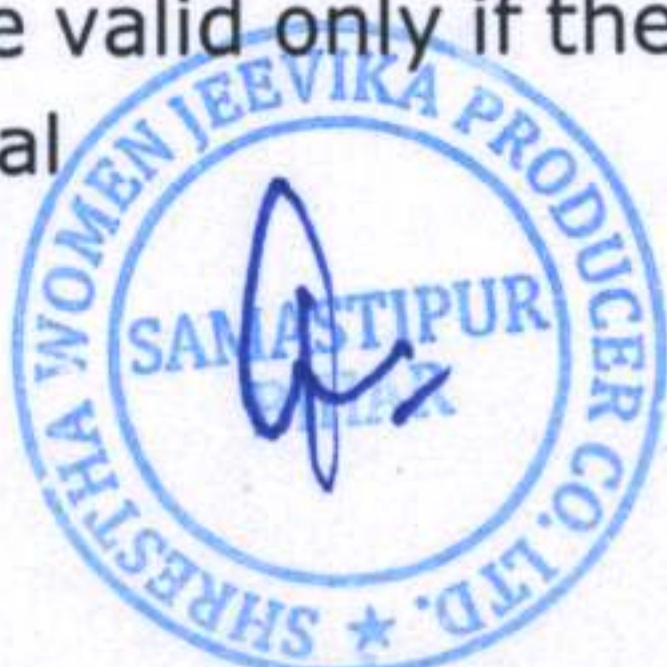




- d. Sub-Contracting: The successful bidder will not be allowed to do subcontracting of this assignment.
- e. Clarification and Amendment of bid: The Bidder may request a clarification of any part of the bid up to pre bid meeting. Any request for clarification must be sent in writing, by email to the Client's email address: [swjpcj.jeevika@gmail.com](mailto:swjpcj.jeevika@gmail.com). The Client may respond in writing, by email (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the bid because of a clarification, it shall do so following the procedure described below.
- f. At any time on or before the pre bid meeting, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.
- g. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the bidders reasonable time to take an amendment into account in their Proposals.
- h. The Bidder may submit a modified Proposal at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.
- i. The Technical Proposal shall be prepared based on eligibility criteria as per Bid in in Annexure-3 (Form Tech- 1).
- j. The Financial Proposal shall be prepared using the format provided in Annexure-5 (Form Fin- 1) of the bidding document. It shall list all costs associated with the assignment.
- k. The Technical Proposals and Financial Proposals shall be filled up and shared as separate proposals.
- l. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
- m. The Bidder shall express the price for goods and services in INR only.

## **6. Submission of Proposals:**

- a. The Bidder shall submit a signed and complete proposal comprising the documents and forms in accordance with Annexure 3 and 5. The Bidder shall submit Technical and Financial Proposals only at Shrestha Women Jeevika Producer Company Limited, 3rd Floor Hariom Complex, Adarsh Nagar, Mohanpur Road, Samastipur - 848101 (Bihar).
- b. An authorized representative of the Bidder shall sign the original submission letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- c. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal





## **7. Confidentiality:**

From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the purchaser on any matter related to its Technical Proposal.

- a. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned.
- b. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the purchaser in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- c. Notwithstanding the above provisions, from the time of the bid's opening to the time of selection, if a Bidder wishes to contact the purchaser on any matter related to the selection process, it should do so only in writing.

## **8. Opening of Technical Proposals:**

The purchaser evaluation committee shall conduct the opening of the Technical Proposals.

## **9. Opening of Financial Proposals and evaluation:**

- I. After the technical evaluation is completed and approved by the Committee, the purchaser shall notify those bidders whose proposals are non-responsive to the bid or did not qualify technical evaluation their proposal cannot be considered further and their Financial Proposals will remain unopened.
- II. The Financial Proposals shall be opened only for those bidders whose proposals have been technically qualified. The technically qualified bidder will be informed through e-mail for the date of financial opening.
- III. Method of selection: L-1 subject to submitting the financial proposal in the format provided with this bidding document.

## **10. Negotiations and Award:**

- I. The bidder eligible for award will be issued a purchase order/contract will be signed and Letter of Intent, post acceptance of LoI, contract agreement will be executed between both the parties.





- II. In case bidder does not agree or ask to modify the given terms of contract, next ranked bidder will be given an opportunity on L1 rate.
- III. The discussions are concluded with a review of the Contract, which then shall be initialled by the purchaser and the Bidder's authorized representative.
- IV. Abnormally low or high bids can be checked for accuracy and understanding with respective bidder/s.
- V. The decision of Shrestha Women Jeevika Producer Company Limited will be final and binding upon all the Bidders.
- VI. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the bidding process at any time prior to the award of contract.

## **11. SIGNING OF CONTRACT**

Submission of Performance Bank Guarantee (PBG) shall be done by the bidder within 3 (three) working days after notification of the award (LoI). Contract will be signed with the successful bidder within 7 days after submission of Performance Bank Guarantee. The Performance Bank Guarantee (PBG) may be verified from the issuing Bank by the purchaser.

## **12. CONTRACT AMENDMENTS**

Subject to condition of contract no variation in or modification of the terms of the contract shall be made except by amendment signed by both the parties.

## **13. FORCE MAJEURE**

- I. For purpose of this clause, Force majeure means an event beyond the control of the supplier not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- II. If a Force majeure situation arises, the supplier shall promptly notify the in writing of such conditions and the cause thereof. Unless otherwise directed by the in writing, the supplier/Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.





#### **14. TERMINATION FOR INSOLVENCY**

It may be terminated at any time the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the.

#### **15. RESOLUTION OF DISPUTES AND ARBITRATION**

- I. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- II. If, after ninety (90) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For any such arbitration, a single arbitrator may be appointed with mutual consent of both the parties. The decision of sole arbitrator shall be acceptable to both the parties.
- III. If any of the party is unsatisfied with the decision of sole arbitrator, they may give notice to the other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall take place in Samastipur/ Patna, Bihar and English/Hindi shall be the language for Arbitration Proceedings.
- IV. For any legal matter, courts in Samastipur/ Patna shall have the sole jurisdiction.





**Annexure - 1**

**Format of Performance Bank Guarantee (PBG)**

In consideration of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (herein after called the Principal), on the first part and M/s. \_\_\_\_\_ of \_\_\_\_\_ (herein after referred to as Bidder) on the second part, having agreed to accept a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Performance Bank Guarantee towards Agreement for the request for proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of The Bank), hereinafter referred to as the Bank), do hereby undertake to pay to the purchaser/Principal on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount \_\_\_\_\_ not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The Performance Bank Guarantee shall be extended from time to time as required by the Principal.

We undertake not to revoke this guarantee during this period expect with the previous consent of the Principal in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

No interest shall be payable by the Principal to the Bidder(s) on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For the bank of \_\_\_\_\_  
(Manager)

For Bidder's firm

(Authorized Signatory with name and stamp)





**Anexure - 2  
Contract Agreement**

This CONTRACT named "....." (hereinafter called the "Contract") is made on the ..... day of the month of....., 2023 between, on the one hand, Shrestha Women Jeevika Producer Company Limited (hereinafter called the "Purchaser") and, on the other hand, ...(herein-after called the "Supplier).

**WHEREAS**

- (a) The Purchaser has requested the Supplier to provide "....."(herein called the Supplier;
- (b) the Suppliers having represented to the Purchaser that it has the required infrastructure has agreed to supply and install the goods the terms and conditions set forth in this contract at a contract price of Rs.....;
- (d) from Purchaser side Mr./Ms. ...., has been assigned to administer the assignment and to provide the Supplier with all relevant information needed to carry out the assignment;
- (e) from Supplier's side Mr./Ms..... has been assigned to administer the assignment and to provide all relevant information regarding the assignment to the Purchaser.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Letter of Intent
  - (b) **Ref No. SWJPCL/FPC/SMTPR/09/2023-24** dated 2<sup>nd</sup> May 2023 and corrigendum/ addendum issued from time to time
  - (c) Financial Bid submitted by Supplier
  - (d) Queries and Clarifications
2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
  - (a) the Supplier shall carry out the supply the goods and installing accordance with the provisions of the Contract; and





- (b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the bidding documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the ..... day of .....month of 2023 first above written.

For and on behalf of  
Supplier

For and on behalf of  
Shrestha Women Jeevika Producer Company Limited

Name:  
Designation:

Name:  
Designation:





(Documents Comprising  
Technical Proposal) Form

TECH-1

{Location,  
Date}

Technical Proposal Submission  
Form

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the valuation services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal. We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 90 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) We confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure 2.
- (e) We, along with any of our sub-Bidders, subcontractors, suppliers, or Suppliers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a Central Government/Ministry and or any State/s/UT of India.
- (f) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter/email of Intent is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and  
initials}:

Name and Title of Signatory:

Name of Bidder:

Address:

Contact information (phone and e-mail):





### I. General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder	
2.	Registered Address	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	

II. Information as per eligibility criteria, clause 4 (Please use MS excel to provide details of this table below)

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	GST Details-	
3.	PAN	
3.	Annual Turnover FY 21-22 FY 20-21 FY 19-20	





### Annexure- 4- Bidder's Experience

III. Information as per eligibility criteria (clause 4)

(Please use MS excel to provide details of this table below)

Sl No	Year	Name of Purchaser	Address	Stipulated Project Duration	Actual Project Duration	Project completion Value (In INR)	Brief of Services Provided	Email id and contact detail of client's representatives to provide feedback
1.								
2.								
3.								
4.								
5.								

(Add more rows if required )





**Annexure- 5 Form Fin-1: Financial Proposal Submission Form**  
**The Bidder is required to submit their financial proposal in the table mentioned below:**

**Turnkey Project on Spice Processing Unit ( 100 kg/ hour) At Samstipur**

1) TURNKEY PROJECT TURMERIC PROCUREMENT AND PRIMARY PROCESSING						
List of Equipment						
Sl No.	Name of the Equipment	Qty.	Specification	Brand and Model	Unit Price incl. all cost	Total Unit Price
1.	MOBILE TURMERIC WASHER (For Turmeric)	1	CAPACITY 1000KG PER BATCH MOBILE TROLLY MOVEMENT TURMERIC WASHING MACHINE WITH 3 HP REPUTED BRAND ELECTRIC MOTOR AND PULLY			
2.	MOBILE TURMERIC BOILING MACHINE (For Turmeric) FUEL: - WOOD	1	CAPACITY 1000 KG PER BATCH MOBILE TROLLY MOVEMENT TURMERIC BOILING MACHINE MILD STEEL, BOILING TANK 1.25*0.8 METER 02 NOS WITH STEAM BOILER AND SAFETY VALVE, MAIN STEAM VALVE, NRV VOLVE, DRAIN VOLVE, WATER LEVEL GAUGE, PRESURE GAUGE AND VENT VALVE AND CHIMNEY 8 FEET			
<b>Sub-Total [A]</b>						
2) TURNKEY PROJECT TURMERIC PROCUREMENT AND PRIMARY PROCESSING						
2.1 SHORTING AND DRYING PROCESS						
1.	DRYER (Suitable for all spices)	1	CAPACITY 100 KG PER HOUR ALL SPICE DRYER MILD STEEL WITH AIR BLOWER WITH REPUTED BRAND ELECTRIC MOTOR 5 HP			
2.	POLISHER (For Turmeric)	1	CAPACITY 100 KG PER HOUR TURMERIC POLISH MACHINE MILD STEEL WITH REPUTED BRAND ELECTRIC MOTOR 3 HP, GEAR BOX 3 HP & AND PULLY			
3.	D-STONER (Suitable for all Spices)	1	CAPACITY:- MIN 100 KG, D-STONE CLEANER, 3.5 FEET HEIGHT, 2 HP REPUTED BRAND ELECTRIC MOTOR, VALVE FOR SUCTION ADJUSTMENT			





4.	SEPRATOR (Suitable for all Spices)	1	CAPACITY: - MIN 100 KG, PRESURE TYPE SEPRATOR, 7.5 HP REPUTED BRAND ELECTRIC MOTOR			
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**Sub-Total [B]**

**2.2 ROASTING PROCESS (ALL SPICES)**

1.	ROASTER (Suitable for all Spices)	2	CAPACITY: - 100 KG, SS BODY (304) 30 DIAMETER, COVER WITH INDUSTRIAL GLASS WOOL, FULLY DIGITAL, TIMER, TEMPRATURE CONTROL, DELTA VFD FOR VARIABLE SPEED, MAX TEMPRATURE: - UPTO 200 DEGREE, WITH SPEED CONTROLLING DEVICE, ANTI VIBRATION FOOT PAD			
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**Sub-Total [C]**

**2.3 GRINDING AND SCREENING PROCESS (ALL SPICES)**

1.	AUTO FEEDER	1	CAPICITY: - MIN 100 KG, SS BODY (304) 1000*1000*900 MM, VIBRO FEDER, 220 V, 2A, WITH SPEED CONTROLLING DEVICE, ANTI VIBRATION FOOT PAD			
2.	BELT CONVERYOR (8 FT)	2	SS BODY (304), BELT SIZE 2500MM*450MM*3MM, FOOD GRADE, CENTER AND SIDE CLIT, 2HP MOTOR (CROMPTOM) AND GEARBOX, DELTA VFD FOR VARIABLE SPEED, LIFT UPTO 100-200KG PER HOURS, (VHSCC-01) or equivalent Brand			
3.	HAMMER TYPE PULVERIZER (100-150kg /per hour)	1	CAPACITY-100-150KG PER HOUR SS BODY (304) 15HP MOTOR (Crompton/Havells) 3-PHASE, CHAMBER SIZE-16*10, CYCLONE: - SS BODY (304) 1.5MM, BODY: - 10MM PLATE, PIPE-4 INCH*3MM, OTHERS PARTS: -3MM, 5MM, LINER: - 10MM, COTTON BOLLON, OTHERS PARTS MS, 3 PHASE, NOISE LEVEL 100-110DB AT 1MTR,			





4.	AIR LOCK VALVE AND BLOWER	1	C.I BODY, SIZE: -6 INCH, 1 HP REPUTED BRANDED MOTOR AND 1 HP GEAR BOX (CROMPTON), CAPICITY 100-200KG PER HOURS, SQUARE BASE, SIGHT GLASS, SIGHT SEAL, IMPORT FLANGE, 3 HP BLOWER			
5.	SCREW CONVEROY	1	SS BODY (304), 10FEET LENGTH, PIPE 142 MM*3MM, 2 HP REPUTED BRANDED MOTOR AND 2 HP GEAR BOX (CROMPTON), LIFT UPTO 100-200KG PER			
6.	HAMMER TYPE PULVERIZER (100-150kg /per hour)	1	CAPACITY-100-150KG PER HOUR, SS BODY (304) 15HP MOTOR (Crompton/Havells) 3-PHASE, CHAMBER SIZE-16*10, CYCLONE: - SS BODY (304) 1.5MM, BODY: - 10MM PLATE, PIPE-4 INCH*3MM, OTHERS PARTS: -3MM, 5MM, LINER: - 10MM, COTTON BOLLON, OTHERS PARTS MS, 3 PHASE, NOISE LEVEL 100-110DB AT 1MTR,			
7.	AIR LOCK VALVE AND BLOWER	1	S.S BODY, SIZE: -6 INCH, 1 HP REPUTED BRANDED MOTOR AND 1 HP GEAR BOX (Crompton/Havells), CAPACITY 100-200KG PER HOURS, SQUARE BASE,			
8.	SCREEN SHIFTER (30 INCH)	2	SS BODY (304), SIZE-30 INCH (DIAMETER) SINGLE LAYER, 2 HP REPUTED BRANDED MOTOR, WITH Z SECTION HEAVY DUTY SCREEN, SHEET SIZE-1.5 MM, 1 SCREENS (SIZE-40)			
9.	DUST COLLECTOR	1	MS BODY, 5 HP MOTOR (Crompton/Havells), CENTRIFUGAL BLOWER, 9-AIR BAG, HIGHT: -10-12 FT, DIMETER:-5 FT, 2 MM SHEET, INCLUDING PRESSURE WATCH,			
10.	ELETRICITY PANEL		MS BODY, COMPLETE PANEL OF REPUTED BRAND, INCULING ALL MACHINE, WITHOUT OUTER WIRING OF MACHINE, VOLTMETER, AMPERMETER, OVER LOAD REALY			
<b>Sub-Total [D]</b>						





2.4 BLENDING PROCESS

1.	RIBBON BLENDER MIXTURE (100Kg)	1	CAPACITY:-100KG PER BATCH, SS BODY (304) 2HP MOTOR (Crompton/Havells)3-PHASE, AND 2 HP GEAR BOX OF REPUTED BRAND, U TYPE, SHEET:- 1.5MM SIZE:-36*28*23 INCH,			
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**Sub-Total [E]**

3. TURNKEY PROJECT SPICE PACKING LINE

1.	PACKING MACHINE COLLOR AUGER FILLER (Capacity up to 1000 gm)	1	Accuracy +- 0.1%, Filling Range :- 10 gm to 1000 gm, Speed :- 30 to 45 pouch/ minute			
	BATCH CODING MACHINE	1	To be included along with packing machine			
	SCREW CONVEROY	1	To be included to support packing machine			
	COMPRESSOR	1	To be included to support the packing machine			

**Sub-Total [F]**

Grand Total Amount including all the cost (Transportation, Insurance, Installation, commissioning and others except GST,- (Rs. In Words) - **A+B+C+D+E+F**

We agree to supply, install and demonstrate the performance of the above items of equipment in accordance with the technical specifications for a contract price quoted against each item within the period specified in the Invitation for Quotations.

Signature of Bidder.....

Name- .....

Business Address: .....

Place: ..... Date.....

