



बिहार ग्रामीण जीविकोपार्जन प्रोत्साहन समिति राज्य ग्रामीण आजीविका मिशन, बिहार



तृतीय तल, विद्युत भवन – 2, बेली रोड, पटना – 800 021, दूरभाषः +91–612–250 4980, फैक्सः +91–612–250 4960, वेबसाइटः www.brlps.in

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

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

Notice Inviting Tender (Request for Bid - RFB)

For

SUPPLY AND CUTTING OF FABRICS FOR SCHOOL UNIFORM

OPEN TENDERING (TWO ENVELOPE)

e-Procurement Mode Only

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

Date: 15-08-2025

ACRONYMS

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

NOTICE INVITING TENDERS (NIT)-Two Envelope

- 1. The Bihar Rural Livelihoods Promotion Society (BRLPS), Patna on behalf of the Producer Company intends to select supplier via e-tendering for supply of fabrics for School Uniform. The successful bidder has to cut the fabrics as per required size at the place of delivery. The agreement will be signed by the Producer Company for a period of ONE YEAR which may be extended for further two (02) years on mutual consent of the parties (purchaser and supplier).
- 2. BRLPS on behalf of Producer Company invite bids from interested suppliers for supply of fabrics with cutting for school uniform.
- 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 572 6571" or may contact on Email Id: eproc2support@bihar.gov.in

4. Schedule of Events

S.No	Event Description	28/03
4.1	Start Date & time of downloading the BIDDING DOCUMENT	15/08/2025 through e-Procurement Portal https://eproc2.bihar.gov.in
4.2	Last date & time for submission (upload) of online bid document	09/09/2025 till 03:00 PM, on the e- Procurement Portal https://eproc2.bihar.gov.in
4.3	Time, Date of opening of Technical Bid	09/09/2025 at 03:30 PM on the e- Procurement Portal https://eproc2.bihar.gov.in
4.4	Time, Date of opening of Financial Bid	To be announced later at e-Procurement Portal https://eproc2.bihar.gov.in as well as www.brlps.in/Procurement/Tender.
4.5	Pre-bid meeting (Offline)	26/08/2025 at 03:00 PM
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 10,000 /- (Non-refundable) to be deposited online through payment gateway available on https://eproc2.bihar.gov.in.
4.8	Earnest Money Deposit	INR 9.0 lakh to be deposited online through payment gateway available on https://eproc2.bihar.gov.in.

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 the tender documents (except price schedule) from BRLPS website www.brlps.in/procurement/Tender for reference purpose.
- The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9.0 lakh (Nine Lakh Rupees only) to be deposited online through payment gateway available on https://eproc2.bihar.gov.in. Bidders may also submit EMD in the form of Bank Guarantee as per details mentioned below.

- 7. Bidder claiming exemption from submitting EMD under MSME, should upload the entire valid updated MSME certificate with National Industry Classification Code Group 131. They have also to upload a notarized affidavit that if they withdraw their bid during the evaluation of bid and does not accept award, suitable legal action may be taken on them.
- 8. 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.
- 9. 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
- 10. 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."
- 11. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document.
- 12. 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.
- 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 **09/09/2025** 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 as above) 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 bid/s 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.brlps.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 due to Evaluation process.

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
 - 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 on 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 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 not for entire items will not be accepted. (The tenders /bids should be for all items mentioned in the bidding document).
 - 1.2.6. **Bid Validity** The bid should be valid for a period of 180 days from the date of submission of bid.
 - 1.2.7. The prices quoted shall be inclusive of all the factors mentioned in this document; all applicable taxes and duties, transportation but 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.
 - 1.2.8. 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, attending pre bid meeting 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 tender, 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:

Date & Time	26/08/2025 at 03:00 PM	
Venue	Conference Hall, Bihar Rural Livelihoods Promotion Society, Patna	
Contact persons	Dr. Santosh, Procurement Specialist, Mobile - 9771478314	
Email address for submitting queries		

5.2 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 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. 9.0 lakh (Rupees Nine Lakh only) to be deposited online payment gateway available on eProcurement Portal https://eproc2.bihar.gov.in.

However, bidder may also submit EMD in the form of Bank Guarantee issued by any Nationalized Bank/Scheduled Indian Bank. The Bank Guarantee should be valid for a period of 180 days from the last date of submission of Bid. The Bank Guarantee should be issued in favor of Bihar Rural Livelihoods Promotion Society, Patna. Bidder submitting EMD in the form Bank Guarantee will have to upload scanned copy of Bank Guarantee with their Technical Bid and hard copy of same should reach BRLPS Office on or before the date and time of opening of Technical Bid.

- 7.2. It may be noted that no bidder is exempted to deposit EMD (except MSME as above). Tenders submitted without EMD shall be summarily rejected.
- 7.3. The EMD will be returned to bidders without any interest, after conclusion of the resultant agreement with the Producer Company.
- 7.4. Earnest money is required to protect the BRLPS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 7.5. 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 as specified in this document or extended by the BRLPS from time to time;
 - c) In the case of Selected Bidder/s, if it fails within the specified time limit:
 - i. to furnish the Performance Security (PS) before signing the agreement within the period prescribed in the Letter of Intent (LoI)
 - ii. to sign the agreement.

8. Preparation of Tender

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

Earnest Money Deposit (EMD)	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9.0 lakh (Rupees Nine Lakh only).
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 BG). 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 bid 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 agreement and hold the signatory liable for all costand 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 the provided format. 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 Point 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 bidderone-Procurement Portal https://eproc2.bihar.gov.in.
- 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 bid opening. 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.
- 1.8. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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. Bihar Financial Rule and amendments published time to time will be followed in the bidding process.

1. Infirmity/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 supply with cutting

The BRLPS, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, who has quoted the L1 price is qualified and capable in all respects to supply and cut the fabrics satisfactorily as per the required size. 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 award, 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 work, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate legal 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 bid.
- 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 Evaluation 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 Evaluation Process and failure to complete the assignment under the agreement, such bidder shall not be eligible to participate in any tender or RFB issued by the BRLPS for a maximum 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 SelectionProcess.
 - 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 amendments published time to time will be considered in this bidding/award process.
- c. Technical bids 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 the total L1 price received (for all the items).
- e. BRLPS may give orders to L2 L3 bidders on L1 rate with the consent of L1 bidder.

However, BRLPS may visit manufacturing unit of the bidder to inspect the factory. In case, factory is found non-functional at the time of visit, no agreement will be made.

8.1 Technical Bid

- a. In this part, the bid shall be reviewed for determining the compliance of the general conditions of the Agreement and Eligibility Criteria as mentioned in the bidding document. Any deviation for general conditions of the Agreement 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 charges, applicable taxes and duties, excluding GST.
- **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, 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 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 agreement to be

- signed between the parties "floated from this NIT" having the terms and conditions etc., therein.
- **8.6** The successful bidder must furnish the required Performance Security (PS), before executing the agreement/ signing of the agreement document, 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.
- 8.7 The agreement will be signed between the Producer Company (PC) and the successful bidder 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.
- 8.8 During the period of agreement, multiple supply orders may be issued by the Producer Company time to time on the quoted unit rate with details of quantity and address of delivery.

TECHNICAL EVALUATION CRITERIA

Bidder must meet the following technical evaluation criteria

SN	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. Joint Venture/Consortium is not allowed.	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 Whole Sale Dealer or authorized representative against this tender valid throughout the period of the supply.	Copy of valid authorization from OEM for this tender should be uploaded with the bid along with valid factory license of the manufacturer.
3	The Bidder/Manufacturer must have a valid BIS License (Bureau of Indian Standard) or SIA Certificate or ISO 9001 & 14001. However, the SIA certificate should not have for less than 1.0 lakh meters processing capacity per day.	Signed and stamped Certificate copy should be submitted.
4	Bidder should have minimum three years of experience of supplying fabrics for uniform to Government agencies/universities/government educational institutions/ autonomous bodies.	Bidder should submit purchase order/s. Uploaded purchase order/s may be verified.
5	Bidder Should have experience of supply of fabrics worth Rs. 5.0 (Five) crore (cumulative order value in case of supply to more than one organization) in each of the last four financial years (i.e., 2023-24, 2022-23, 2021-22 & 2020-21) to any government department/government organization/ government body across India".	Photocopy of purchase orders should be submitted. Uploaded purchase order may be verified.
6	Bidder should have minimum annual average turnover of Rs. 1.5 crore (Rs. One Crore Fifty Lakh) during in the following consecutive three financial years (i.e.,2021-22, 2022-23 & 2023-24).	Certificate from a Chartered Accountant (CA) certifying the turnover of the bidder.
7	Undertaking that the bidder has not been blacklisted/debarred by Central / State Government / PSUs / Local Bodies and there has been no litigation history with any government department.	Notarized undertaking should be uploaded in prescribed format as Annexure-F
8	Bidder should have a valid GST Number. However, successful bidder will have to obtain GST registration in Bihar and same is to be submitted to Producer Company before start of supply.	GST certificate should be uploaded.

TERMS AND CONDITIONS

1. Payments

1.1. The prices quoted in the financial bid shall include all applicable taxes and duties, transportation charges etc. 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 for all the items in the available 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 by the Producer Company upon submission of invoice with E-Way Bill as per the following details-

1 st Installment	25% of value of each supply order	Upon successfully delivery of fabrics at the required delivery destination against each supply order.
2 nd Installment	50% of value of each supply order	Upon quality verification of fabrics delivered against each supply order.
3 rd Installment	25% of the value of each supply order	Upon completion of cutting and packaging

c. The payment will be subject to statutory deductions as per applicable laws.

2. Performance Review

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 and cutting.

3. Signing of the Agreement

The agreement will be signed with the successful bidder and the Producer Company (PC) for a period of one (01) year which may be extended for next two (02) years on mutual consent of the parties. The agreement 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 bidder will have to submit the Performance Security (PS), as applicable before signing of the 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 work would not be allowed under any circumstances and agreement 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)

a. An amount equivalent to 0.07% per day will be deducted from the invoice of supplier for delay in supply of fabrics beyond the delivery period as mentioned in the issued supply order/s.

b. In case short supply is received within the delivery period as mentioned in the issued supply order, an intimation will be sent to the supplier by the PC and supplier has to supply the short quantity within 07 days of intimation, for which no penalty will be imposed by the PC, otherwise, penalty 0.07% per day will be imposed from the date of intimation to the supplier and same will be deducted from the invoice.

6. Quality Verification

Quality verification of supplied fabrics may be done by a third-party agency as decided by the BRLPS. For quality verification, random collection of samples will be made from at least 10% of the delivery sites. Successful bidder must submit Lab Test Report (based on the specification) for the fabrics to be supplied before start of each supply. The Lab should be certified from Government of India.

In case of deviation is observed in quality verification of the supplied fabrics, the following provisions will apply-

- i. If deviation is beyond the allowed value, 2% will be deducted from the invoice for every deviation percentage. However, the maximum acceptable deviation would be 10%.
- ii. If overall deviation is beyond 10%, fabrics will be rejected and supplier will have to resupply the fabrics as per specification. It will be the bidders' responsibility to take back the rejected fabrics and resupply the fabrics at their own cost.

7. Modification to Agreement

The agreement when executed between the parties shall constitute the entire agreement between the parties in connection with the supply with cutting. However, modification, if any, to the agreement shall be in writing and with the consent of the parties.

8. Performance Security

- 8.1. The successful bidder will have to furnish a performance security @ 5% of the awarded value in the shape of a Bank Guarantee issued by a Nationalized/Scheduled Indian Bank in favor of Bihar Rural Livelihoods Promotion Society for an amount equivalent to 5% of the agreement value. 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 agreement period. The performance security should be submitted before signing the agreement.
- 8.2. If the supplier violates any of the terms and conditions of agreement, the Performance Security shall be liable for forfeiture, wholly or partly, and the agreement may also be cancelled
- 8.3. The Performance Security will be released without any interest to the supplier on successful completion of all obligations under the agreement.

9. Termination of Agreement

- 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 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 rights and remedies available to it, may, by prior written notice of default sent to the supplier, terminate the agreement in whole or in part, if the supplier fails to perform the supply as specified in the signed agreement read with the terms of the agreement or any other contractual obligations within the time period specified in the agreement or for any breach of the agreement, 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 supply to the extent agreement 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 agreement. The PC reserves the right to terminate, without any compensation, whatsoever, to the supplier, and PC may also forfeit the performance security.

11. Termination by Mutual Consent

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

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 supplier in fulfilling its obligations under the agreement is due to an event of Force Majeure declared by the appropriate government.
- 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 willnot 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 as notified by appropriate government.
- 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 agreement 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 commitment under the agreement 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 agreement 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 agreement.

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 fail 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 agreement shall be governed by and interpreted in accordance with the laws of India (including specific Bihar laws) for the time being in force.

16. Specification and quantity of fabrics to be procured

The specification of fabrics to be procured with tentative quantity is attached as **Appendix-A** of this bidding document. The quantity may be increased/decreased by 20%.

17. Delivery Schedule

The delivery schedule is attached as **Appendix-B** of this bid document. The delivery is to be made as per the following provisions against each supply order –

- a. 20% of ordered quantity within 60 days
- b. 40% of the ordered quantity within 100 days
- c. 40% of the ordered quantity within 150 days
- **18.** 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

S N	Product Name	Fabric Width (Araz)	Specification	Unit	Required Quantity in meters
			Poly Cotton (65/35) (±2.5% is allowed)		
	Shirt +		Plain Weave		
1	Kurti +	54	GSM - 100 (±5% is allowed)	Meter	546801
Pajama (Shirting)		inches	Warp and Weft/inch - 110 and 90 respectively (-2.5% to +5% allowed)		
			Poly Cotton (65/35) (±2.5% is allowed)		
2	Skirt	58	Plain Weave		116345
			GSM - 190 (±5% is allowed)	Meter	
		inches	Warp and Weft/inch - 66 and 48 respectively (-2.5% to +5% allowed)	. Weter	1100 10
			Polyester 100		
		36 inches	Plain Weave		
3	Dupatta		36 GSM - 55 (±5% is allowed)		171312
	34,000		Warp & Weft/Inch - 80 and 52 respectively (-2.5% to +5% allowed)	Meter	27.2322

Delivery Locations

Supply is to be made at the following locations within the Bihar. Address of delivery location within the district as well quantity will be mentioned in the issued supply order/s time to time.

SI. No.	Name of District (locations of supply)	SI. No.	Name of District (locations of supply)
1.	Bhojpur	6.	Patna
2.	Begusarai	7.	Sheikhpura
3.	Jamui	8.	Vaishali
4.	Kaimur	9.	Saran
5.	Munger	10.	Saharsa

NOTE: 3-4 locations may be changed at the time placing supply order/s.

The successful bidder has to supply and cut the fabrics as per the required size at the place of delivery with proper packaging of all fabrics that have been cut. The cost towards electricity, warehouse cost, at centre will be borne by the stitching Producer Company of BRLPS.

1.

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 and cutting of fabrics for School Ur Sir,	niform
We are submitting, herewith our bid for supply and per the terms defined in the bid document.	cutting of fabrics for School Uniform as
We agree to accept all the terms and condition stipulate	ed in your bid document.
Enclosures:	
1.	
2.	
3.	
	Signature of the Bidder/agency

AUTHORIZATION LETTER FOR SIGNING OF BID

(On Non – judicial stamp paper of appropriate value duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these present, we	nd authorize Mr. / MsR/o(name and
as our authorize our behalf, all such acts, deeds and things necessare the firm/ organization, for "supplying and compressions of the Bihar Rural Livelihoods Promomatters in connection with our bid for the said Project".	cutting the fabrics for School Uniforms" (the all documents and providing information / tion Society (BRLPS), representing us in all
We hereby agree to ratify all acts, deeds and things this Power of Attorney and that all acts, deeds shall and shall always be deemed to have been d 2025.	and things done by our aforesaid attorney
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

Ref: Bank Guarantee No.:	Date:
To, The,	
Dear Sir,	
	(Name and address of the Supplier) en, in pursuance of Lol vide Letter No date nt") for supply and cutting of fabrics for school uniforms

AND WHEREAS it has been stipulated in the said Lol that the supplier shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized/Scheduled Indian Bank for the project/performance of the contract "supplying and cutting 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 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 not withstanding 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 2025.
Witness 1:
Name:
(Signature)
Witness 2:
Name:
(Signature)

APPENDIX-F

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted/Debarred (On a Stamp Paper of appropriate value)

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/barred/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, 2025
Name of the Bidder/ Agency
Signature of the Authorized Person:

APPENDIX - G

PARTICULARS OF THE BIDDER'S ORGANISATION

(To be su	bmitted by	all bidders)
-----------	------------	--------------

1. Name	•	
I. INGING	•	

- 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 :

Yea r	Client Name& Project Overview	Project Duratio n & activiti es	No. of suppli es made	No. of contract successfu Ily completed	Contact Point (Name and Contact number)	Page No

6. Brief write-up about the firm / company. (use extra she	eet if necessary)
Signature of Bidders	
Date:	Name
Place:	Office Seal

Bank Guarantee for Earnest Money Deposit

To,

- <Name>
- <Designation>
- <Address>
- <Phone Nos.>
- <Fax Nos.>
- <email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP#<<RFP Number>>dated<<Date>>for<<Name of the assignment>> (here in after called "the Bid") to<Purchaser>

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

The conditions of this obligation are:

- 1. If the Bidder having its bid with drawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

- Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>>only)
- II. This Bank Guarantee shall be valid up to <<i style="color: blue;"><i style="color: blue;"><< style
- III. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under ne

th

	APPENDIX – I									
PRICE FORMAT										
SI. No.	Description	Specifications	Tentative	Price for each	Price for each unit (Rs.)			Price (Rs.)		
	of the goods	of fabrics offered	Yearly Quantity	Unit rate with transportation,	GST	Quoted Unit	, ,			
			,	insurance etc. etc.		rate	(in figures)	(in words)		
(1)	(2)	(3)	(4)	5(a)	5(b)	5(d) = (5a+5b)	(6) 5(d) X (4)	(7)		
1	Shirt (Shirting) including cutting with packaging at supply site		546801 meters	PLEASE DO NOT QUOTE RATES HERE. A SEPARATE SHEET IS AVAILABLE ON https://eproc2.bihar.gov.in (IN excel format) to quote rates.						
2	Pant + Skirt (Suiting) including cutting with packaging at supply site		5985329 meters							
3.	Dupatta		171312 meters							
		Tota	I in Figures:							
	Total in Words:									

Dat	_						