बिहार सरकार

Bihar State Khadi & Village Industries Board (KVIB)

invites

Request for Proposal (RFP)

for

Stitching of 5000 numbers of Lady kurti (khadi)

Tender Reference No: प्रo 239

17/07/ 2018

Bihar State Khadi & Village Industries Board (KVIB)

Mahesh Bhawan, East Gandhi Maidan, Patna – 800004 Telephone : : 9771427746, 9199664862

TENDER NOTIFICATION

TENDER FOR STITCHING OF LADY KURTI (khadi) FOR KVIB

Bihar State Khadi & Village Industries Board (KVIB), Government of Bihar (GoB) invites bids from agencies to stitch and deliver 5000 lady kurti (khadi) to KVIB.

The following shall be the calendar of events of Tendering:

1	Tender Reference No.	**KVIB/2018-19/LADY KURTI (khadi)/**
2	Last date and time for receipt of tenders along with EMD (in original)	20.08. 2018 01:00 PM in the office of CEO, KVIB, Bihar
3	Time and Date for opening of tenders	20.08.2018 04:00 PM in the office of CEO, KVIB, Bihar
4	Address for Communication	Email ID: kvibpatna@gmail.com Telephone: 9771427746, 9199664862

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SECTION I-INVITATION FOR TENDERS (IFT)

Tender Reference no. 401239	**KVIB/2018-19/LADY KURTI (khadi)/**
Date	17/07/2018
Name of the Organization	Bihar State Khadi & Village Industries Board, Government of Bihar
Title of Services	Stitching and delivery of Lady kurti (khadi) to KVIB

1.1 The Office of the CEO, KVIB invites tenders from reputed and experienced manufacturers for Stitching of 5000 lady kurti (khadi) for KVIB in accordance with the formats, terms and conditions of the RFP.

1.2 A two stage Tender evaluation procedure shall be followed. The Tenderers are required to submit a technical bid and a financial bid in a separate sealed envelope. The technical bid should contain certificates and specifications of the proposed Lady kurti (khadi). Based on the specifications mentioned in Section VI and Pre - Qualification criteria mentioned in Section VII (A) and Technical Evaluation Criteria in Section VII(B) of this document, a Technical Evaluation Committee (a committee constituted by Chief Executive Officer, CEO) shall evaluate the technical bids for adherence to technical specifications, prequalification criteria and technical score. Financial bids shall be evaluated for only those tenderers, who fulfil the pre-qualification criteria and receive a minimum technical score as specified in Section VII (B). KVIB reserves the rights to reject proposals that do not conform to the guidelines prescribed.

1.3 The Tenderers are also advised to note the Technical Evaluation Criteria mentioned in Section VII (B). Only those bids that obtain a minimum qualifying score shall be considered for financial evaluation. The Method of selection shall be Least Cost Selection (LCS) method. The successful bidder shall be the one providing the least quote among all bidders who obtain the Minimum Technical Score as mentioned in Section VII (B).

1.4 The tender is open to all reputed Manufacturers based in India and may be downloaded from the websites: http://kvibbihar.com; www.industries.bih.in from the date mentioned in the table above.

1.5 The Proposal shall be submitted in two parts, viz., **a) Part I - Technical and b) Part II – Financi al** as described below. The Financial Offer should be contained in Part II only. **Inclusion of any Fina ncial Offer in other parts would lead to disqualification of the Proposal.**

Envelope 1 – 'ORIGINAL'	
Envelope A	EMD for RFP
Envelope B	Part I – Technical
Envelope C	Part II – Financial

Each of the three parts of the **Proposal** should be enclosed in separate sealed envelopes with respective marking as shown above. These three nos. of sealed envelope containing Technical, Financial and E.M.D. documents should be kept in a big sealed envelope super scribed to **KVIB/2018-19/LADY KURTI (KHADI)/____**and addressed to **CEO, Bihar State Khadi Village & Industries Board, Mahesh Bhawan, East Gandhi Maidan, Patna, Bihar, Pin-800004.**

All envelopes must also be super scribed with the following information:

a. Name and Address of Bidder
b. Authorized Contact person and Designation,
c. Phone number, Fax number and Email id

KVIB expects Bidders to adhere to the sealing and marking instructions given in the RFP and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of KVIB, be rejected. Proposal must be in Hard Copies. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

1.6 Tenders must be accompanied by Earnest Money Deposit (EMD). The EMD should be submitted in the form of Demand Draft or Bank Guarantee from any Nationalized Bank or Scheduled Bank in favor of **Bihar State Khadi & Village Industries Board** valid for 180 days from the date of submission of the bid. KVIB shall reject the Bids that are not accompanied by the Bid Security.

Note: No cheque in any form will be accepted as E.M.D. No interest will be paid on EMD or any other guarantee. Bihar State Khadi & Village Industries Board (KVIB) will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from CEO, KVIB. Upon acceptance of the tender, Earnest Money shall be treated as part of the Security deposit. Failure of successful tenderer to carry out the tender work shall entail forfeiture of E_M.D. & Security Deposit entirely.

1.7 Technical bid will be opened at prescribed time and date in the in the presence of the Tenderers who wish to attend at the Office of the Chief Executive Officer, KVIB

Sl. No.	**Name of Goods**	**Quantity**	**Earnest Money Deposit (INR)**	**Cost of Tender Document**	**Period of completion**		
1	Stitching of 5000 Lady kurti (khadi) to KVIB as per the requirements and specifications provided in the tender	5000	50,000	1000	1st lot of 2000 lady kurti after 3 months of signing of the contract	2nd lot of 1500 lady kurti in next 3 months	3rd lot of 1500 lady kurti in next 3 months

* Quantity mentioned is tentative and may be changed at the discretion of Bihar State Khadi & Village Industries Board (KVIB)

* Khadi (Fabric) would be provided by KVIB

-Sd/-

Chief Executive Officer And

17/7/18

Tender Inviting Authority,

Bihar State Khadi & Village Industries Board (KVIB),

SECTION II-INSTRUCTIONS TO TENDERERS (ITT)

A- Introduction

1.1 Cost of tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KVIB, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these c osts, regardless of the conduct or outcome of the tender process.

B- The Tender documents

1.2 Content of tender documents

The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

(a) Instruction to Tenderers (ITT);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Technical Specifications;
(f) Qualification Criteria
(g) Tender Form and Price Schedules;
(h) Contract Form;
(i) Performance Security Form;
(j) Performance Statement Form;
(k) Manufacturer's Authorization Form; and
(l) Quality Control Form

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

1.3 Clarification of tender documents

1.3.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

1.4 Amendment of tender documents

1.4.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

1.4.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

1.4.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C- Preparation of Tenders

1.5 Language of tenders

1.5.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

1.6 Eligible tenderers

1.6.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.6.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Bihar.

1.7 Documents constituting the tender

1.7.1 The tender prepared by the Tenderer shall comprise the following components:

a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 1.8, 1.9 and 1.10;

b) Documentary evidence established in accordance with ITT Clause 1.11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

c) Documentary evidence established in accordance with ITT Clause 1.12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

d) Earnest money deposit furnished in accordance with ITT Clause 1.13.

1.8 Tender form

1.8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

1.9 Tender prices

1.9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to stitch and deliver under the Contract as per 'schedule of requirements' mentioned in Section V.

1.9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods stitched including all duties and sales and other taxes already paid or payable on components and raw material used in the stitching of lady kurti.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract

1.9.3 The Tenderer's separation of the price components in accordance with ITT Clause 1.9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

1.9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 1.22.

1.10 Tender currency

Prices shall be quoted in Indian Rupees.

1.11 Documents establishing Tenderer's eligibility and qualifications

1.11.1 Pursuant to ITT Clause 1.7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

1.11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Pre-Qualification requirements specified in Section VII(A) and qualifies the Technical Evaluation Criteria in Section VII(B). To this end, all tenders submitted shall include the following information:

(i) Name of Company / firm, the legal status, place of registration and principal place of business of the company or firm or partnership, balance sheet details for last three years, turnover of firm / company of last three years, Pan card of registered firm / company etc.;

(ii) Details of experience and past performance of the tenderer and on those of similar nature within the past three and details of current contracts in hand and other commitments (suggested proforma given in Section XII).

1.12 Documents establishing Goods eligibility and conformity to tender documents

1.12.1 Pursuant to ITT Clause 1.7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

1.12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications

1.12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 1.12.2(b) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.13 Earnest money deposit

1.13.1 Pursuant to ITT Clause 1.7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

1.13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 1.13.7.

1.13.3 The earnest money deposit shall be deposited in the form of Demand Draft or Bank Guarantee from any Nationalized Bank or Scheduled Bank in favour of **Bihar State Khadi & Village Industries Board** valid for 180 days from the date of submission of the bid.

1.13.4 Any tender not secured in accordance with ITT Clauses 1.13.1 and 1.13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 1.22

1.13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 1.14.

1.13.6 The successful tenderer's earnest money will be discharged upon the tenderer signing the contract, pursuant to ITT clause 1.30, and furnishing the performance security, pursuant to ITT clause 1.31.

1.13.7 The tender security may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 1.22.2; or (b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 1.30; or
(ii) to furnish performance security in accordance with ITT Clause 1.31

1.13.8 Earnest Money Deposit (EMD) shall be paid in the form of Demand Draft or Bank Guarantee from any Nationalized Bank or Scheduled Bank in favour of **Bihar State Khadi & Village Industries Board** valid for 180 days from the date of submission of the bid.

1.13.9 EMD Amount shall be submitted by the Applicant taking into account of the following Conditions:

(a) No cheque in any form will be accepted as E.M.D. No interest will be paid on EMD or any other guarantee. Bihar State Khadi & Village Industries Board (KVIB) will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from CEO, KVIB.

(b) Upon acceptance of the tender, Earnest Money shall be treated as part of the Security deposit. Failure of successful tenderer to carry out the tender work shall entail forfeiture of E.M.D. & Security Deposit entirely

1.14 Period of validity of tenders

1.14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 1.17. A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive.

1.14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 1.13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

1.15 Format and signing of tenders

1.15.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

1.15.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the per sons or persons signing the tender.

1.15.3 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract executi on if the Tenderer is awarded the contract.

1.15.4 Hard copy of tender (technical and financial bids) prepared by the tenderer shall be submitted separately in sealed envelope within the specified timelines. Financial bids will be opened only for tenderers who qualify the technical criteria as evaluated by the technical evaluation committee.

D- Submission of Tenders

1.16 Sealing and marking of tenders

1.16.1 Telex, cable or facsimile tenders will be rejected

1.16.2 Tenders have to be submitted on in hard copy (both technical and financial bids) in sealed envelope to Bihar State Khadi & Village Industries Board (KVIB) Government of Bihar.

1.17 Deadline for submission of tenders

1.17.1 Tenders must be submitted along with the Earnest Money Deposit and Tender processing fee (if applicable) within the specified timelines.

1.17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 1.5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

1.18 Late tenders

1.18.1 Tenderers will not be able to submit the technical and financial bids after the last date of submission of tenders

1.19 Modifications and withdrawal of tenders

1.19.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

1.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 1.16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

1.19.3 No tender may be modified subsequent to the deadline for submission of tenders.

1.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 1.13.7.

E- Tender opening & Evaluation of tenders

1.20 Opening of tenders by the purchaser

1.20.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend. The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

1.20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening.

1.20.3 Tenders (and modifications sent pursuant to ITT Clause 1.19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

1.20.4 The Purchaser will prepare minutes of the tender opening.

1.21 Clarifications of tenders

1.21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

1.22 Preliminary Examination

1.22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

1.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

1.22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

1.22.4 Prior to the detailed evaluation, pursuant to ITB Clause 1.23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

1.22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

1.23 Evaluation and comparison of tenders

1.23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 1.22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

1.23.2 The Purchaser's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

(a) The Purchaser's evaluation of a tender will take into account the tender price, as referred in Section IX. The tender price should include in addition to the stitching of the goods, all costs associated with duties, taxes, incidental services, cost of inland transportation, insurance, warranty, maintenance, spare parts and any other cost associated with meeting the technical specifications (Section VI)

1.24 Contacting the purchaser

1.24.1 Subject to ITT Clause 1.21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

1.24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender

F- Award of contract

1.25 Post Qualification

1.25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 1.11.2 (b) and is qualified to perform the contract satisfactorily.

1.25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 1.11, as well as such other information as the Purchaser deems necessary and appropriate.

1.25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the

Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

1.26 Award criteria

1.26.1 Subject to ITT Clause 1.28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

1.27 Purchasers right to vary quantities at time of award

1.27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease depending upon the requirements, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

1.28 Purchasers right to accept any tender and to reject any or all tenders

1.28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

1.29 Notification of award

1.29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

1.29.2 The notification of award will constitute the formation of the Contract.

1.29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 1.13.

1.29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

1.30 Signing of contract

1.30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

1.30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

1.31 Performance Security

1.31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser

1.31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 1.30.2 or ITT Clause 1.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

1.32 Corrupt and fraudulent practices

1.32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

1.32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III-GENERAL CONDITION OF CONTRACT TABLE OF CLAUSES

1. Definitions.

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means the complete stitched lady kurti (khadi) as per technical specification provided in this RFP or other materials which the Supplier is required to use in stitching the lady kurti to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services covered under the Contract;

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(h) "The Purchaser's country" is the country named in SCC.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The Government" means the Government of Bihar State.

(k) "The Project Site", where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisio ns in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of contract documents & information; inspection and audit by the Government

4.1 There The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

(c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations

7. Inspections and tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract

8. Coverage of the Project

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number

9. Delivery and documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture, transportation, storage and delivery. For delivery of goods at proposed location, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes

11. Transportation

11.1 If applicable, Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are manufactured as per technical specification and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications).

13.2 This warranty shall remain valid for 2 years after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees in accordance with GCC Clause 22.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4 Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months from the initial warranty period.

13.5 If the Supplier, having been notified, fails to remedy the defect(s) within 15days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

14.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

14.4 Payment shall be made in Indian Rupees.

15. Prices

15.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

16. Change orders

16.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order

17. Contract amendments

17.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontract

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20. Delay in supplier's performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages

21. Liquidated damages

21.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force majeure

23.1 Notwithstanding the provisions of GCC Clauses 20, 21, 22, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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

24. Termination for insolvency

24.1 The Purchaser may at any time terminate 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 Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser

25. Termination for convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

25. Settlement of disputes

26.1 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.

26.2 All such disputes or claims that have not been satisfactorily resolved under 26.1, shall be referred to Principal Secretary, Department of Industries, and Government of Bihar.

26.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference under clause 26.2, 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.

26.3.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

26.3.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

26.4 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

27. Limitation of liability

27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governing language

28.1 The contract shall be written in English language. Subject to GCC Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable law

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India

30. Notices

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

31. Taxes and duties

31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV-SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses

1. Definitions (GCC Clause 1)

(a) The Purchaser is

Bihar State Khadi & Village Industries Board (KVIB)

Mahesh Bahwan, East Gandhi Maidan, Patna- 800004, Biha

(b) The Supplier is...

2. Inspection and tests (GCC clause 7)

The following inspection procedures and tests are required by the Purchaser:

Quality testing and inspection as per the technical specifications needs to be done by the Technical Evaluation Committee constituted by Chief Executive Officer, KVIB. The supplier must give a quality certificate at the end of testing and supply of stitched lady kurti (khadi). The Purchaser shall bear the cost of Inspection.

3. Delivery and documents (GCC clause 9)

The said Lady kurti (khadi) are to be delivered at KVIB office, Patna, Bihar. Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Four Copies of packing list identifying the contents of each package;

(iii) Insurance Certificate;

(iv) Manufacturer's/Supplier's warranty certificate;

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Payments (GCC clause 15)

(i) ***On Delivery***: Eighty percent of the contract price shall be paid on receipt of all Lady kurti (khadi) and upon submission of the documents specified in SCC Clause 3 above; and

(ii) ***On Final Acceptance***: Twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.

5. Settlement of disputes (GCC clause 26)

The dispute settlement mechanism to be applied pursuant to GCC Clause 26.2.2 shall be as follows:

a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference if not settled under clause 26.1 under GCC, shall be settled by Principal Secretary, Department of Industries Government of Bihar. Failure to resolve the dispute through this mechanism shall lead to dispute resolution in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

b) Arbitration proceedings shall be held at Patna Bihar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

d) The contract shall be governed by the Laws of India, limited to courts having jurisdiction only in Patna

6. Notices (GCC clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and

Supplier. Purchaser:

Chief Executive Officer,

XXX

Bihar State Khadi & Village Industries Board (KVIB)

Mahesh Bhawan, East Gandhi Maidan, Patna-800004, Bihar

Supplier: (To be filled in at the time of Contract signature)

....

....

....

7. Progress of supply (GCC clause 26)

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract (in case of stage-wise inspection, details required may also be specified)

9. Supplier integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract

10. Supplier Obligations

- The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

- The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser

11. Patent rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

12. Penalties

The supplier shall complete all deliveries as per schedule mentioned in the table below: Any delays /deviation beyond the stated scheduled time, penalty shall be charged at the rate of INR 1000 per day. In case, the delay of more than 6 months is exceeded for the 1st lot, the contract may be terminated and performance security invoked

SECTION V: SCHEDULE OF REQUIREMENTS

Sl. No.	Name of Goods	Quantity	Earnest Money Deposit (INR)	Cost of Tender Document	Period of completion		
1	Supply of stitched 5000 Lady kurti (khadi) to KVIB as per the requirements and specifications provided in the tender	5000	50,000	1000	1st lot of 2000 lady kurti after 3 months of signing of the contract	2nd lot of 1500 lady kurti in next 3 months	3rd lot of 1500 lady kurti in next 3 months

- Khadi (fabric) would be provided by Bihar State Khadi and Village Industries Board.
- Only after the approval of one stitched sample as per technical specification, the successful bidder should start the bulk production. The quantity of the Khadi (fabric) procured from KVIB should also be mentioned in the bill for each lot of stitched lady kurti. In case, the successful bidder fails to submit the quantity of Khadi (fabric) with the bills of stitching of lady kurti, the payment may not be processed.
- Quantity mentioned is tentative and may be changed at the discretion of Bihar State Khadi & Village Industries Board (KVIB)
- Bidders are requested to send any queries through email at kvibpatna@gmail.com before ______, 2018.

SECTION VI: TECHNICAL SPECIFICATIONS

Contractor shall be provided the Khadi (fabric) lot wise from KVIB for stitching of lady kurti. All other materials required to manufacture lady kurti and packaging has to be provided by contractor as per the specification mentioned below. Contractor shall stitch the lady kurti at XL, XL, L,M,S at the ratio so fit for. The quantity of different size has to be decided by KVIB. The contractor to fit cloth required as detailed below:

Sizes	Length	Fabric quantity
Small (S)	38	2.25 meter
Medium (M)	40	2.25 meter
Large (L)	42	2.5 meter
Extra Large (XL)	44	2.5 meter

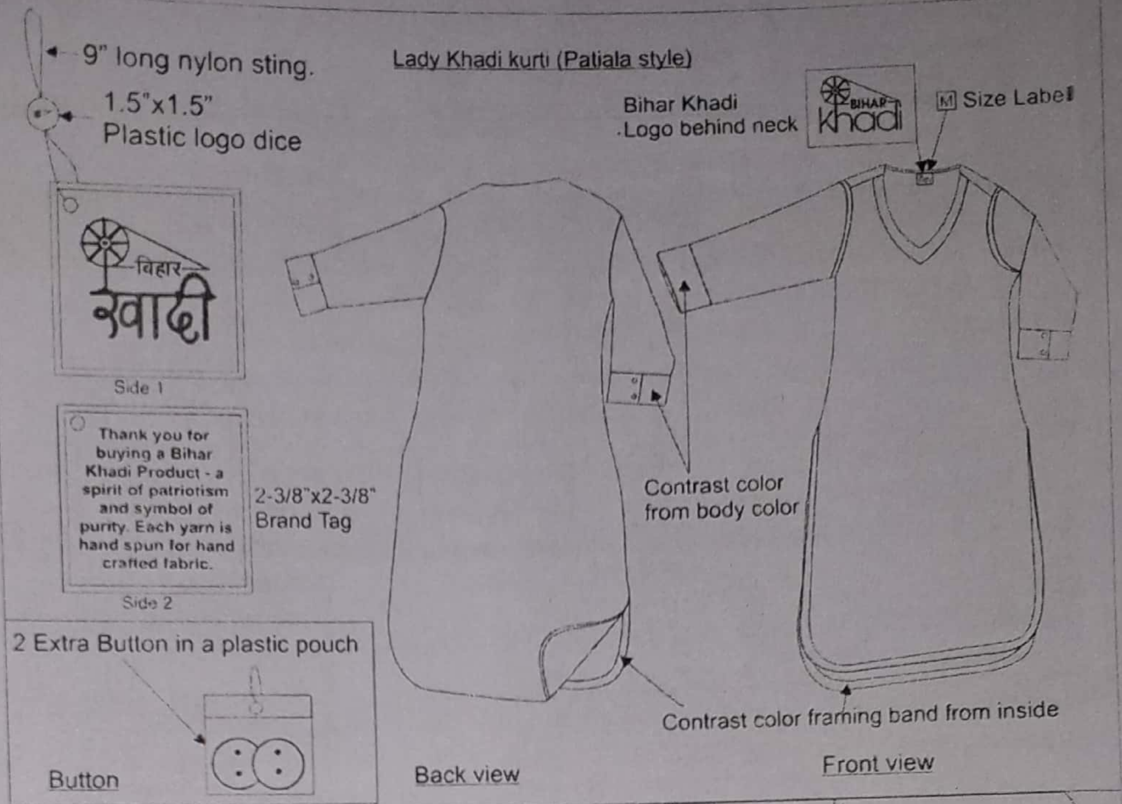
Note: The fabric width would be 46".

Lady kurtis are to be delivered at **Bihar State Khadi & Village Industries Board, Mahesh Bhawan, East Gandhi Maidan, Patna-800004, Bihar**

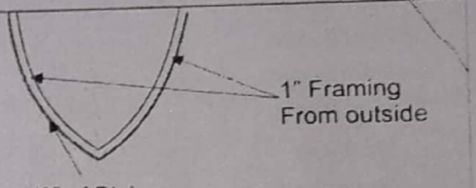
Contractor shall be responsible for any defect in stitching, quality of material etc. which may result in poor quality. Two samples should be submitted for approval before bulk supply with suitable packing. Each lady kurti should be properly labelled as XL, XL, L, M, S.

<u>**Technical Specification:**</u>

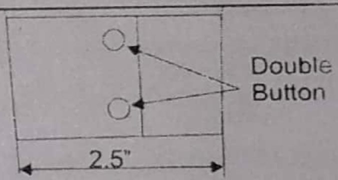
Lady Khadi kurti (Patiala style)



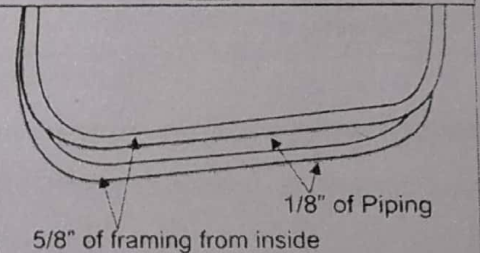
Specifications	Tolerance (+/-)	S	M	L	XL
Front Full Length	1/4	43.5	44	44.5	45
Back Full Length	1/4	45.5	46	46.5	47
Chest Round	1/2	35	37	39	41
Waist Length	-	14	14.5	15	15.5
Waist Round	1/2	35	37	39	41
Hip Length	-	21	21.5	22	22.5
Hip Round	1/2	39	41	43	45
Sleeve Length	0	16.5	17	17.5	18
Sleeve opening	1/4	10	10	11	12
Half Bottom width	1/4	22	22.5	23	23.5
Front Neck Length	1/4	6.5	7	7.5	8
Back Neck Length	1/4	1/2	1/2	6/8	6/8
Neck Width	1/4	6.5	6-6/8	7-1/8	7.5
Armhole	1/2	17	18	19	20



Deep Neck

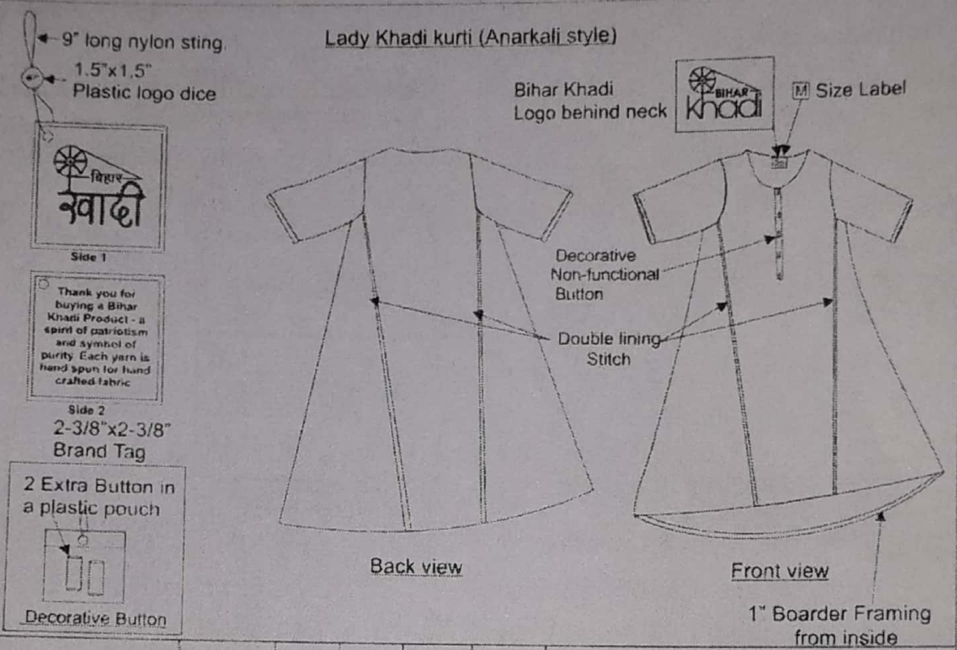


Cuff

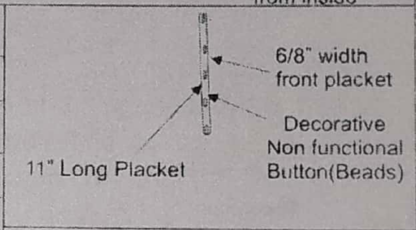


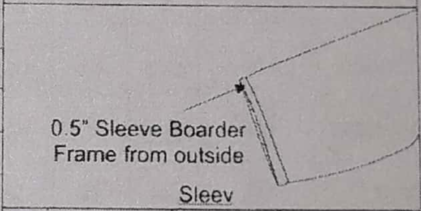
Round at Bottom

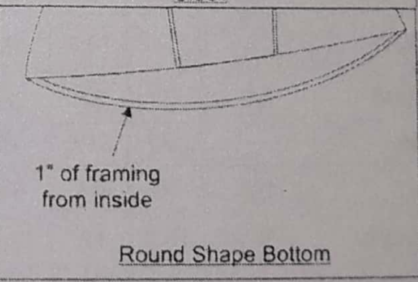
Lady Khadi kurti (Anarkali style)



Specifications	Tolerance (+/-)	S	M	L	XL
Front Full Length	1/4	41.5	42	42.5	43
Back Full Length	1/4	46	46.5	47	47.5
Chest Round	1/2	35	36	38	40
Waist Length	-	14	14.5	15	15.5
Waist Round	1/2	39	41	43	45
Hip Length	-	21	21	22	22.5
Hip Round	1/2	47	49	51	53
Sleeve Length	0	12	12.5	13	13.5
Sleeve opening	1/4	12.5	12.5	13.5	14.5
Half Bottom width Round(Front)	1/2	38	38.5	39	39.5
Half Bottom width Round(Back)	1/2	39-6/8	40-1/4	40-6/8	41-1/4
Front Neck Length	1/4	4	4.5	5	5.5
Back Neck Length	1/4	1/2	1/2	6/8	6/8
Neck Width	1/4	7	7.5	8	8.5
Armhole	1/2	17	18	19	20







SECTION VII (A): PRE QUALIFICATION CRITERIA

(Referred to in Clause 1.11.2(b) of ITT)

S. No.	Criteria	Supporting Required
1	Tenderer should have at least five (5) years of experience of stitching/manufacturing of lady kurti, uniform, dresses etc. Tenders submitted by retailers, marketing organization or representatives of online dealers are liable to be rejected.	Client Certificate/ Work order
2	The tenderer should be company registered under Companies Act or a firm competent to enter into contract for License as per Indian Law and meeting the Technical & financial Bid.	Certificate of Incorporation
3	The Tenderer should not have been blacklisted as supplier of the same or similar goods by any Department of the Government of India/ State Government/ Local bodies/ Public Sector Undertakings (PSUs)	No blacklisting certificate in tenderer's letterhead
4	The Tenderer should be registered under the GST regime	Registration Document

- The Financial Bid of only those tenderers shall be considered for evaluation who fulfil the qualification criteria and whose proposed products meet the technical specifications.
- Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
  - ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - ✓ Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc

SECTION VII (B): TECHNICAL EVALUATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

Sl. No.	Criteria	Supporting Documents	Maxim um Technical Score
1	The tenderer must have stitched uniforms/Dress/Khadi clothes to large entities where the order size is a minimum number of 5000 shirts/uniform/lady kurti ▪ 5000 – 7500 – 20 marks ▪ 7500 – 10000 – 25 marks ▪ > 10000 – 30 marks	Client Certificate/ Work-order	30
2	The tenderer shall have an Average annual financial turnover of INR 1 crore during last 3 financial years (2014-15, 2015-16, 2016-17) ▪ INR 1 Crore – 1.5 Crore – 20 marks ▪ 1.5 Crore – INR 5 Crore – 25 marks ▪ > INR 5 Crore – 30 marks	Audited certified balance sheet for last 3 years i.e., FY 2014-15, 2015-16 and 2016-17	30
3	<u>Sample Submission</u> a) The bidder shall submit the sample of stitched lady kurti to KVIB along with technical specification. These samples will be evaluated by the Committee. b) The agency should submit one stitched / final sample free of cost to KVIB along with technical specification for evaluation purpose on or before bid submission date c) Samples submitted in a sealed cover and must be clearly labelled with the tenderers name, seal sign, address, and the tender number. Marking criteria for sample submission will be as:		
	- Quality of stitching as per specification		30
	- Packaging		10
	All samples will be returned to the bidders along with their EMDs if not successful. For successful bidders, it will also be returned with EMD once performance guarantee is submitted.		
	TOTAL MARKS		**100**

'Minimum Technical Score' required for opening Financial Bid – 70 marks

SECTION VIII: TENDER FORM

Date :......................................

IFT No :..................................

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos.............. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to stitch and deliver.. *(Description of Goods and Services)* in conformity with the said tender documents for the sum of .... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to ...... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 1.14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this .... day of .... 2018 .....

____________________________ ____________________________

(signature) (in the capacity of)
Duly authorized to sign Tender for and on behalf of

____

SECTION IX: PRICE SCHEDULE

Schedule No.	Item Descript ion	Quantity and Unit	Price per unit			Total Price
			Stitching charges	GST	Unit Price (4+5)	
1	2	3	4	5	6	7

Total tender price in Rs. (Words)..

Signature of Tenderer ....
Name and address: ....

Note:

- The Total Price for 5000 lady kurti shall be considered for selecting the successful bidder.
- Stitched lady kurti have to be delivered at KVIB office, Patna
- Rates are including manufacturer's warranty and maintenance for 1 year.
- Tenderers must quote for unit price. (All columns in the Price Schedule Table above must be filled)

SECTION X: CONTRACT FORM

THIS AGREEMENT made the ....day of................................., 20... Between .... (Name of purchaser) of .... (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and .... (Name of Supplier) of .... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the stitching and delivery of those goods and services in the sum of .... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the Tenderer;

   (b) the Schedule of Requirements;

   (c) the Technical Specifications;

   (d) the General Conditions of Contract;

   (e) the Special Conditions of Contract; and

   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and

services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL.No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price	Delivery terms

TOTAL VALUE:
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said .... (For the Purchaser)

in the presence of:

....

Signed, Sealed and Delivered by the

said .... (For the Supplier)

in the presence of:

....

SECTION XI: PERFORMANCE SECURITY BANK GUARANTEE FORM

To: ______________________ (Name of Purchaser)

WHEREAS .... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No................ dated, ... 20... to supply.....................

....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the ....day of. .... 20......

Signature and Seal of Guarantors

....

....

....

Date. .... 20....

Address: ....

....

....

SECTION XII: PERFORMANCE STATEMENT

(Please see Clause 1.11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last Five years

IFT No.................. Date of Opening..................... Time .... Hours

Name of the Firm: ....

Orders placed by (Full address of Purchaser	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery as per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods been satisfactorily accepted. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7