

Bihar State Khadi and Village Industries Board, Patna

Mahesh Bhawan, East Gandhi Maidan, Patna -4

Tel : 9771427746, E-mail : kvibpatna@gmail.com

Website : www.industries.bih.nic.in, www.kvibbihar.com

Tender Notice No.

Sealed and separate tenders are invited from eligible manufacturers for supply of "8 spindles Modern Charkha" in Bihar.

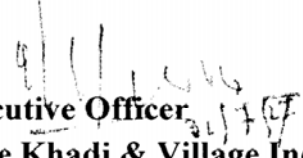
EMD	Cost of Tender Document	Last Date of Receiving bid	Date of opening bid
Rs. 50000.00	Rs. 1000.00	28.08.2017	28.08.2017

The tender document can be obtained from the above mentioned Bihar State Khadi & Village Industries Board, Patna office of the undersigned, during office hours on any working day from date 01.08.2017 to 22.08.2017 by paying the cost of tender document through cash or bank draft in favour of Bihar State Khadi & Village Industries Board, Patna.

The tender document can also be downloaded from under the icon "Tenders" on the website of the Department of Industries (www.industries.bih.nic.in) and www.kvibbihar.com. If the document is downloaded from the abovementioned websites, the demand draft for the amount payable towards the cost of the document should be enclosed with the technical bid of the tender document. Any subsequent notification, change and amendments shall be posted only on the aforesaid websites.

The tender should be submitted in two separate sealed envelope **Part –I Technical Bid** with EMD as mentioned above in the form of Demand Draft drawn in favour of "Bihar State Khadi & Village Industries Board, Patna and **Part –II Financial Bid** (in separate envelope). The tender shall be received at Bihar State Khadi & Village Industries Board, Patna up to 28.08.2017 at 12.00 AM .The technical bid of the tender shall be opened on same day. The date of opening of financial bid shall be communicated after scrutiny of technical bids. The financial bid of only those bidders who qualify in technical bid shall be opened.

For any further clarification regarding the submission of tender, please contact the undersigned at the above mentioned telephone number. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.


Chief Executive Officer,
Bihar State Khadi & Village Industries Board, Patna.

TENDER DOCUMENT

FOR

**THE SUPPLY OF 8 SPINDLE MODERN CHARKHA SELECT
LOCATIONS IN BIHAR**

Tender Notice No. : Kha./79 Patna, Dated : 31/07/2017

NAME OF FIRM

Bihar State Khadi and Village Industries Board, Patna

Mahesh Bhawan, East Gandhi Maidan, Patna-4

Tel: 9771427746, E-mail:kvibpatna@gmail.com

Website:www.industries.bih.nic.in, www.kvibbihar.com

PART - I

GENERAL DETAILS

Bihar State Khadi and Village Industries Board, Patna

Mahesh Bhawan, East Gandhi Maidan, Patna -4

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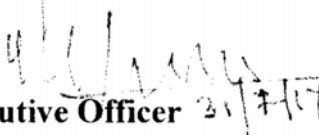
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The tender should be submitted in two separate sealed envelope **Part –I Technical Bid** with EMD as mentioned above in the form of Demand Draft drawn in favour of “Bihar State Khadi & Village Industries Board, Patna and **Part –II Financial Bid** (in separate envelope). The tender shall be received at Bihar State Khadi & Village Industries Board, Patna up to 28.08.2017 at 12.00 AM .The technical bid of the tender shall be opened on same day. The date of opening of financial bid shall be communicated after scrutiny of technical bids. The financial bid of only those bidders who qualify in technical bid shall be opened.

For any further clarification regarding the submission of tender, please contact the undersigned at the above mentioned telephone number. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.


Chief Executive Officer
Bihar State Khadi & Village Industries Board, Patna.

From:-

(Full name and address of the bidder)

M/s
.....
.....
.....

To:-

Chief Executive Officer
Bihar State Khadi and Village Industries Board, Patna

Subject: - Offer in response to Tender Notice No.

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender. The tender is being submitted in two separate and sealed envelopes marked as Part -I & Part -II.

(Signature of authorized person)
Seal



PARTICULARS OF TENDER

1.	Tender Notice No.	
2.	Particulars of the work	Supply of 8 Spindle Modern Charkha at Various Locations in Bihar
3.	Tentative Quantity of Charkhas	10,000
4.	Cost of tender document	Rs. 1000/- (inclusive of all taxes)
5.	Last date/time of submission	28.08.2017
6.	Amount of Earnest money	Rs. 50000.00
7.	Validity of offer for acceptance	Three months from the date of opening of the Technical bid
8.	Date and Time of opening of tender	28.08.2017 At 4.00 PM
9.	Place of opening of tender	Bihar State Khadi and Village Industries Board, Mahesh Bhawan, East Gandhi Maidan, Patna-4

Note:-

1. The tender document can be obtained on any working day during office hours from the Bihar State Khadi & Village Industries Board, Patna till 10.00 AM and 05.08.2017 on paying the cost of tender document either in cash or in form of Bank draft in favour of Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna.
2. It can be downloaded also from under the icon "Tenders" from the website of Department of Industries (www.industries.bih.nic.in) and www.kvibbihar.com. The cost of tender document can be deposited along with the technical bid of the tender document.



GENERAL PARTICULARS OF BIDDER

Sl. No.	Particulars	Details
1.	Name of Bidder/Firm	
2.	Postal Address	
3.	E-mail address for communication	
4.	Telephone, Fax No.	
5.	Name, designation & contact number of the representative of the bidder to whom all references shall be made	
6.	Nature of the firm (Individual/ Partnership/Pvt. Ltd./Public Ltd. Co./Public Sector etc.) Attach attested copy of Registration & Partnership deed/Memorandum of Association (Bidders are required to submit the supporting documents)	
7.	Amount and particulars of the earnest money deposited.	
8.	Annual Turnover for last two years (Please attach audited financial statements)	
9.	Name and address of the Indian/ foreign collaboration if any. (Bidders are required to submit the supporting documents)	
10.	Sales Tax Registration no. (Copies of Registration Certificates of trade tax/sales tax to be enclosed)	
11.	Has the bidder/firm ever been debarred by any institution for undertaking any work?	

(Signature of authorized person)
Seal



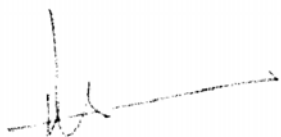
DECLARATION BY THE BIDDER

I/We

(hereinafter referred to as Bidder) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that-

1. We are fully aware of all the requirements of the tender document and agree with all provisions of the tender document and accept all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. We are capable of executing and completing the work as required in the tender and are financially solvent and sound to execute the tendered work. We are sufficiently experienced and competent to perform the contract to the satisfaction of BSKVIB. We give the assurance to execute the tendered work as per specification, terms and conditions of the tender on award of work.
4. We have never been debarred from similar type of work by any Government undertaking/Department.
5. We accept that the earnest money may be absolutely forfeited by BSKVIB if we fail to sign the contract or to undertake the work within stipulated time.
6. This offer shall remain valid for acceptance for 3 (Three) months from the proposed date of opening of the Technical Bid.
7. All the information and the statements submitted with the tender are true.

(Signature of authorized person)
Seal



PART -2
INSTRUCTIONS TO BIDDERS

SECTION - 1

ELIGIBLE BIDDER

The bidder shall provide sufficient documentary evidences to satisfy the following conditions that the bidder-

- 1.1 Is an indigenous original equipment manufacturer of the modern charkhas or has the capable to manufacture charkhas.
- 1.2 Has adequate financial stability and status to meet the financial obligations pursuant to the scope of work. The supplier must have an annual turnover of minimum Rs. 1.00 Crore during last two years.
- 1.3 Has adequate plant and manufacturing capacity available, to perform the works properly and expeditiously within the time frame specified in the tender document.
- 1.4 Has adequate field service setup to provide, good after sale services including necessary repair and maintenance.
- 1.5 Has established quality assurance systems and organization designed to achieve high level of equipment reliability during manufacturing and field installation activities to the extent for small scale unit.
- 1.6 Has to supply the 8 spindle modern charkha spinning machine acceptable to the users of Bihar for spinning of Khadi Cotton, Poly and Muslin.

The above stated requirements are compulsory to be fulfilled by the bidder. The Bihar State Khadi & Village Industries Board, Patna may also ask for any additional information as may be deemed necessary in public interest.



SECTION 2

THE TENDER DOCUMENT

2.1 CONTENT OF TENDER DOCUMENT

- 2.1.1 The tender procedure and contract terms are prescribed in the tender document.
- 2.1.2 The bidder is expected to read all the instructions, terms and conditions, specifications, forms and formats etc. as mentioned/ enclosed in the tender document. Failure to furnish any information required in the tender document or submission of a tender which is not substantially responsive in all respects, will be summarily rejected.

2.2 INFORMATION REQUIRED WITH THE PROPOSAL

- 2.2.1 The tender must clearly indicate the name of the manufacturer, the types and model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.
- 2.2.2 The above information may be provided by the bidder in the form of separate sheets, specifications, catalogues etc.
- 2.2.3 Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the bidder will be retained by Bihar State Khadi & Village Industries Board, Patna. Any deviations from these will not be permitted during the execution of contract without specific written permission of Bihar State Khadi & Village Industries Board, Patna.

2.3 AMENDMENTS IN TENDER DOCUMENT

- 2.3.1 At any time prior to the due date for submission of the tender or even prior to the opening of the financial bid, Bihar State Khadi & Village Industries Board, Patna may for any reason, whether at its own initiative or as a result of a request for clarification/suggestion by a prospective bidder, amend the tender document by issuing a notice.
- 2.3.2 The amendments will be notified on the website at least 3 days before the proposed date of submission of the tender. Bihar State Khadi & Village Industries Board, Patna will bear no responsibility or liability arising out of non-receipt of the information in time or otherwise. If any amendment is required to be notified within 3 days of the proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time.
- 2.3.3 In case any amendment is notified after submission of the tender (prior to the opening of financial bids), all the tenders received by Bihar State Khadi & Village Industries Board, Patna shall be returned in sealed condition to the concerned bidders through registered post or courier, for getting their offer revised according to the amended terms and conditions.

SECTION 3

PREPARATION OF TENDER

3.1 LANGUAGE OF TENDER AND MEASURE

The tender prepared by the bidder along with all the related documents shall be in English. Any printed literature furnished by the bidder may be in another language so long it is accompanied by an English translation of its pertinent passages. Unit measurements shall be metric in accordance with International system. All correspondence between the bidder and Bihar State Khadi & Village Industries Board, Patna shall also be in English.

3.2 EARNEST AND SECURITY MONEY

3.2.1 The bidder shall have to furnish earnest money of Rs.50,000/- (Rupees Fifty thousand only) as a part of the tender in the form of DD drawn in favour of "Bihar State Khadi & Village Industries Board, Patna" valid from the date of submission of the bid. Tenders without EMD shall be rejected by Bihar State Khadi & Village Industries Board, Patna as being non-responsive. No interest shall be paid by Bihar State Khadi & Village Industries Board, Patna on the amount of earnest money deposit.

3.2.2 The EMD may be forfeited:-

- a) If a bidder withdraws his tender during the specified period of validity of offer.
- b) If the successful bidder fails to sign the contract agreement within stipulated period.

3.2.3 The EMD of the successful lowest bidder shall be released at the time of signing of the agreement with Bihar State Khadi & Village Industries Board, Patna.

3.2.4 The EMD of all unsuccessful bidders will be returned at the earliest either after expiry of the final bid validity or within 30 day after award of the contract to the successful bidder.

3.3 PERIOD OF VALIDITY OF TENDER

3.3.1 Validity of the offer should be Three (03) months from the proposed date of opening of the Technical bid. Tenders without this validity will be rejected.

3.3.2 In exceptional circumstances, BSKVIB may solicit the consent of the bidders to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

3.4 FORMATS AND SIGNING OF TENDER

3.4.1 The tender must contain the name and places of business of the firm/person/ persons participating in the tender and must be signed and sealed by the bidder with his usual signature. **The name and designation of all persons signing the tender document**

should be written below the every signature. Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.

- 3.4.2 The original copy of the tender should be typed or written in indelible ink and must be signed with the legal name of the corporation/company by the President/ Managing Director/Secretary of the firm or a person duly authorized to bid. In case of authorized person, the letter of authorization by written power-of-attorney should be enclosed with the technical bid of the tender. The person or persons signing the tender shall initial all pages of the tender document.

3.5 PRICE AND CURRENCIES

The bidder shall submit her/his rates in Indian Rupees only, on the format for Financial Bid attached to this tender document. The rates should include all applicable taxes, duties & surcharges.

3.6 CHECK LIST FOR ENCLOSURES

Sl. No.	DD/FDR/CDR/BG etc.	Page/Annexure No.
1.	Cost of Tender Document (If downloaded from web Site)	
2.	Amount of Earnest Money Deposit	
Sl. No.	OTHER DOCUMENTS	Page/Annexure No.
1.	Undertaking on paper for genuineness of firm	
2.	Complete tender document (in original) duly signed	
3.	Coy of Registration & Partnership deed/MOA	
4.	Registration Certificates of trade tax/sales tax/GST	
5.	Details of experience (Work orders/completion reports)	
6.	Balance sheets of last two years	
7.	Any other information attached by the bidder	

The above documents should be enclosed in the same serial order as mentioned above. This index of documents should be enclosed in the beginning of the tender document, entering the Page/Annexure Nos. of the documents.



SECTION 4

SUBMISSION OF TENDER

4.1 SEALING AND MARKING OF TENDER

- 4.1.1 The tender must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the tender document.
- 4.1.2 First sealed envelope (part-I) should contain cost of the tender document (In case it's downloaded from website), requisite earnest money, brochures, literature and other documents regarding technical specifications. It should be subscribed with Tender and 'Earnest Money and Technical Bid'
- 4.1.3 The complete tender document in original (excluding financial bid) issued by Bihar State Khadi & Village Industries Board or downloaded from the website should be submitted by the bidder in the first envelope (part-1) after furnishing all the required information on relevant pages. Each page of the tender document should be signed & stamped. Tenders with any type of change or modification in any of the terms/conditions of this document shall be rejected. If necessary, additional papers may be attached by the bidder to furnish/submit the required information.
- 4.1.4 Second sealed envelope (part-II) should contain financial bid only. It should be subscribed with Tender and "Financial bid" The bidder should submit his duly signed and stamped financial bid on the financial bid format attached with this tender document, after writing the price only.
- 4.1.5 Any term/condition proposed by the bidder in his technical bid which is not in accordance with the terms and conditions of the tender document or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be considered as a conditional tender and will make the tender invalid.
- 4.1.6 Both the above sealed envelopes i.e. part-I and part-II will be sealed subscribed with Tender and Name of work'..... This envelope shall be addressed to the Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna.

4.2 DEADLINE FOR SUBMISSION OF TENDER

- 4.2.1 Tender must be received by BSKVIB till the date & time of submission as specified in tender document.
 - 4.2.2 Any tender received after the specified date & time of submission will be rejected and returned unopened to the bidder.
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SECTION 5

TENDER OPENING AND EVALUATION

5.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:-

- 5.1.1 First envelope (part-1) bearing Tender No. and subscribed 'Earnest Money and Technical Bid' shall be opened by Bihar State Khadi & Village Industries Board's representatives at the time and date mentioned in the 'particulars of Tender', in the presence of bidder who choose to be present. The financial and technical suitability of offers will be examined by Bihar State Khadi & Village Industries Board in detail. If required, clarifications regarding the suitability of the offers will be obtained.

The following documents shall be necessary part of the Technical bid :-

- i) Cost of Tender Document (If downloaded from web Site)
- ii) Amount of Earnest Money Deposit
- iii) Undertaking on paper for genuineness of firm
- iv) Complete tender document (in original) duly signed
- v) Copy of Registration & Partnership deed/MOA
- vi) Registration Certificates of trade tax/sales tax/GST
- vii) Details of experience (Work orders/completion reports)
- viii) Balance sheets of last two years
- ix) Any other information attached by the bidder

- 5.1.2 Second envelope (part-II) bearing Tender No. and subscribed "Financial bid" of only those bidders shall be opened whose technical bid is found responsive, suitable and in accordance with the various requirements of the tender.

The following documents shall be part of the financial bid :-

- i) Rate of 8 spindles Modern Charkha at select locations in Bihar, including one year guarantee period (without taxes)
- ii) GST applicable

- 5.1.3 In case it is not possible to open second envelope(part -II) on the same date, then a suitable date for this purpose shall be announced or shall be communicated to bidders by letter/fax/email(Either Mode). To avoid postponement of opening of financial bid, it is in the interest of the bidders to send their authorized representatives who are well conversant with the tender and competent enough to take decisions on technical and financial matters at the time of opening of bids.

5.2 CLARIFICATIONS REGARDING THE SUBMITTED TENDERS

- 5.2.1 During the process of evaluation of the tender. BSKVIB may at its discretion ask the bidder for a clarification of his tender. The request for clarification and the response shall be in writing.

- 5.2.2 Any query regarding any clarification required by BSKVIB on the information submitted by the bidder, must be replied by the bidder within the 5 days in time schedule.

SECTION 6

AWARD OF CONTRACT

6.1 EVALUATION CRITERION

6.1.1 The tender shall be finalized on the basis of total cost of 8 spindles modern charkha including 1, year guarantee. The Bidder, who has submitted the lowest financial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

6.1.2 Price/purchase preference shall be given to the MSME units located in Bihar in accordance to the provisions of Bihar Financial Rule and Bihar Industrial Investment Promotion Policy 2016.

6.2 NOTIFICATION OF AWARD

Prior to the expiry of validity period of offer, Bihar State Khadi & Village Industries Board will notify the successful bidder by registered Letter/Email/Fax that his tender has been accepted.

6.3 AWARD OF WORK CONTRACT

6.3.1 Before placement of supply orders, an agreement shall be signed between BSKVIB and the lowest successful bidder.

6.3.2 Contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.

6.3.3 The agreement shall be made of the total quantity tendered, however a delivery schedule shall be given for delivery as per section - 4.1 of Part 5 of this document. The payments shall be made as soon as a lot is delivered.

6.3.4 Where the lowest acceptable bidder is not in a position to supply the full required quantity, the remaining quantity, as far as possible, be ordered to the next higher responsive bidder at the rates offered by the lowest responsive bidder.

6.4 RIGHT TO VARY QUANTITIES

BSKVIB may increase or decrease the quantity mentioned in the tender notice at the time of award of contract and so split the work among various bidders without any change in price or other terms and conditions & without assigning any reason thereof.

6.5 RIGHT TO ACCEPT/REJECT ANY OF ALL TENDERS.

BSKVIB reserves all the right to reject any or all the tenders, accept any tender in total or in part.

6.6 EXPENSES OF AGREEMENT

The respective suppliers shall pay all the expenses of stamp duties and other requirements for signing the agreement with BSKVIB.

PART -3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the deed of contract unless the context otherwise requires:-

- 1.1 The contract shall be for Supply of 8 spindles modern charkha at various Locations in Bihar including one year warrantee/guarantee.
- 1.2 The contractor shall be deemed to have carefully examined all the papers, drawings etc. attach to the contract deed.

2. COMPLETION PERIOD

- 2.1 The total work assigned to the contractor shall have to be completed by him within the time frame mentioned in 4.1 (Part-5). The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfill the requirements.
- 2.2 In case the contractors fails to execute the said work or related obligations within stipulated time, BSKVIB will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by BSKVIB during such execution of the work shall be recovered from the contractor.
- 2.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the 'additional cost' BSKVIB may recover it from the contractor's pending claims against any work in BSKVIB or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfillment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.
- 2.4 The calculation of aforesaid 'additional cost' will be finalized by the BSKVIB as its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of BSKVIB.

3. LIQUIDATED DAMAGES

If the contractor fails to perform the work within the time periods specified in the work order or within the extended time period if any, BSKVIB shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10% Once the maximum is reached, BSKVIB may consider termination of the

4. 4. QUALITY, WARRANTEE/GUARNTTEE AND ANNUAL MAINTENANCE

- 4.1 The contractor shall warrant the 8 spindle modern charkha as per applicable standards of quality. Anything to be furnished shall be new, free from all defects and faults in material and workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly.
- 4.2 After erection of the 8 spindle new modern charkha at site, the contractor shall ensure satisfactory performance of the equipment for a period of times as specified in the scope of work.
- 4.3 The contractor shall rectify defects developed in the Systems within warrantee/guarantee period promptly. In case the contractor does not rectify the defects within 10 days of the receipt of complaint.
- 4.4 Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, recovery of losses and imposing of additional penalty. In such circumstance BSKVIB shall have the full liberty to recover the losses/penalty from the contractor pending claims, security deposit or in other law full manner. The amount of losses/penalty shall be decided by Director BSKVIB and will be binding on the contractor.

5. STANDARDS

The goods supplied and works executed under this contract shall confirm to the standards mentioned in the technical specification and where no applicable standard is mentioned, KVIC norms shall be applicable.

6. INSPECTION AND TESTS

- 6.1 Bihar State Khadi & Village Industries Board its duly authorized representatives shall have the right to inspect and/ or test the goods to confirm their quality according to the contract and shall have access to the contractor's works premises and the power to inspect and examine the materials and workmanship of the 8 spindle modern charkha at all reasonable times during their manufacture. All the arrangements of necessary equipment and expenses for such tests shall be on the contractor's account excluding the expenses of the inspector.

7. TOOLS AND SPARE PARTS

The contractor shall make arrangement to maintain a sufficient stock of essential tools, spares and consumable spare parts to ensure proper maintenance of the system promptly.

8. PACKING FORWARDING

8.1 Contractors, wherever applicable shall properly pack and crate all material in such a manner as to protect them from deterioration and damage during transportation. The contractor shall be responsible for all damage due to improper packing.

9. TRANSPORTATION

The contractor is required to deliver the goods at various locations as defined by Board.

10. LIABILITY FOR ACCIDENTS AND DAMAGES

During the Warrantee/Guarantee period, the contractor shall assume all responsibilities for direct damages covering all type of accident, injury or property damage caused by manufacturing defects or faulty erection on the systems.

11. DUTIES AND TAXES

Payment of the GST as applicable on this product shall be made. No other payment shall be made on this account.

12. RIGHT OT VARY QUANTITIES

BSKVIB reserves all the right to increase or decrease the quantity of goods mentioned in the contract at the time of placement of orders without any change in price or other terms and conditions.

13. TERMINATION FOR DEFAULT

BSKVIB without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole or in part:

13.1 If the contractor fails to deliver the Service within the allocated time period (s)

13.2 If the contractor fails to perform any other obligation(s) under the contract. However in the event of termination of the contract in part, the contractor shall continue performance of the contract to the extent not terminated.

14. TERMINATION FOR CONVENIENCE

BSKVIB may vide a written notice sent to the supplier; 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 in the interest of BSKVIB.

15. OTHER CONDITIONS

The contractor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of BSKVIB in writing.

16. APPLICABLE LAW

The contract shall only be interpreted under Indian laws. The station of BSKVIB Headquarter Patna shall have exclusive jurisdiction in all matters arising under this contract.

17. RESOLUTION OF DESPUES/ARBITRATION

17.1 The purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract, amicably by direct informal negotiation.

17.2 The proceedings, if any, in relation to the arbitration referred to above, shall be held by the arbitrator aforesaid at Patna and courts as Patna shall have jurisdiction to entertain and decide the matter involved.

18. APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

19. PAYMENT TERMS

19.1 10% amount of the value of each work order shall be paid as mobilization advance against bank guarantee of equal amount valid for eighth (8) months from any nationalized Bank submitted on prescribed format of BSKVIB.

19.2 80% amount of the value of work order shall be paid after every lot has been supplied at site as per supply schedule. Bank guarantee for mobilization advance submitted by the contractor will also be released at this stage. In case mobilization advance has not been availed, 90% payment shall be made.

19.3 The remaining 10% amount of the value of each work order shall be released after receipt of report of satisfactory working of the modern charkha.

Note:-

1. No price escalation due to any reason (including any change in the applicable taxes, duties surcharge etc.) shall be considered by BSKVIB during the validity/extended validity of the contract agreement.



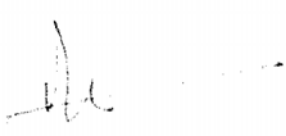
PART – 4
GENERAL TECHNICAL SPECIFICATIONS

1. Technical Specification of 8 Spindle Modern Charkha

- i) The charkha should be 8 Spindle.
- ii) Capable of handling Cotton, Poly, Wool, Muslin and count of yarn 30 to 75
- iii) Spinning Capacity of charkha should be minimum 900 grams to 1000 grams in 8 hours.
- iv) Weight of Charkha : 45 Kg (45 ± 2 Kg)
- v) Size of Charkha : - 2 ft * 1.45 ft * 1.5 ft. ($\pm .25$ ft)
- vi) Body of the Charkha Should be made up of Steel and Iron.
- vii) MS Body Frame sheet thickness — 12 gauge.
- viii) Spindle RPM - 12 in 1 stroke.
- ix) Run out of Spindle : Not more than 30 micron.
- x) Spindle must be self lubricated.
- xi) Feeder Shaft must be made of stainless steel.
- xii) Following gears made up of cast iron for normal Spinning 30 to 75 count with 12 rpm speed Geer teeth (46, 76, 22, 12, 21, 24, 21x56, 76, 18) or any combination to achieve the same speed and performance.
- xiii) Branded bearing to be used of SKF/NBC/TATA.
- xiv) Colour of the Charkha - Green/Sky blue-to be painted by spray painting method.

2. OTHER FEATURES

- i) Each Charkha should have a unique serial number embossed on it as provided by Bihar State Khadi & Village Industries Board.



PART -5
SCOPE OF WORK

1. SUPPLY

- 1.1 The contractor shall have to supply modern charkhas of 8 spindles (as per technical specification, terms & conditions specified in the tender document.
- 1.2 Order to supply charkhas shall be placed in lots as per delivery schedule in clause no. 4.1. However such lots shall not be of less than 2000 charkhas.
- 1.3 Before supply of Modern Charkha site, the bidder will demonstrate the systems at the place communicated by BSKVIB.
- 1.4 Within 15 days of supply of Charkha, the contractor shall have to obtain a report from the beneficiary of the Charkha about its satisfactory working and submit it to the Bihar State Khadi & Village Industries Board. The Bihar State Khadi & Village Industries Board shall issue an instruction to the beneficiaries to submit the report to the contractor within 15 days of receipt of charkha.

2. WARRANTEE/GUARANTEE & ANNUAL MAINTENANCE

- 2.1 The Warrantee/Guarantee 8 Spindle Charkha against any manufacturing design/erection defects shall be minimum 1 year from the date of installation.
- 2.2 Rectification of all the defects developed in the Charkha Spinning Machine during Warrantee/Guarantee & AMC period shall have to be done by the contractor promptly, at the most within 10 days from the date of receipt of compliant. This will include rectification/replacement of all the defective and consumable components/items what so ever is required, will be replaced.
- 2.3 Replacement of any component broken or lost due to theft or natural calamity shall not be the responsibility of the contractor. Any damaged or broken component due to negligence or fault of beneficiary or natural calamity shall be replaced at the users cost. The safety and security of the 8 Spindles ModernCharkha shall be sole responsibility of the users.
- 2.4 All the non-functional parts/materials/items should be replaced during Warrantee/Guarantee period.

3. MARKING ON SYSTEMS

- 3.1 Each Charkha should have a unique serial number embossed on it as provided by the Bihar State Khadi & Village Industries Board.

4. DELIVERY SCHEDULE

- 4.1 The delivery schedule for the charkhas from the date of signing the contract shall be as follows :-

Time line	No. of Charkhas
2 nd Months	2000
4 th Months	2000
6 th Months	2000
8 th Months	2000
10 th Months	2000
Total	10,000

PART -6
TECHNICAL BID

Tender No. _____

Name of work: Supply, Commissioning of 8 Spindle Modern Charkha Machines (Single Spindle Paddle Operated) at Various Locations in Distt. Patna, including 5 Years AMC (After One Year Guarantee Period)

NAME OF COMPONENT		Proposed Specification/Guaranteed values
8 Spindle Modern Charkha		
1	The charkha should be 8 Spindle.	
2	Capable of handling Cotton, Poly and Muslin	
3	Count of yarn 30 to 75	
4	Spinning Capacity of charkha should be minimum 900 grams to 1000 grams in 8 hours.	
5	Weight of Charkha : 45 Kg (45 ± 2 Kg)	
6	Size of Charkha : - 2 ft * 1.45 ft * 1.5 ft. ($\pm .25$ ft)	
7	Body of the Charkha Should be made up of Steel and Iron.	
8	MS Body Frame sheet thickness – 12 gauge.	
9	Spindle RPM - 12 in 1 stroke.	
10	Run out of Spindle : Not more than 30 micron.	
11	Spindle must be self lubricated.	
12	Feeder Shaft must be made of stainless steel.	
13	Following gears made up of cast iron for normal Spinning 30 to 75 count with 12 rpm speed Geer teeth (46, 76, 22, 12, 21, 24, 21x56, 76, 18) or any	
14	Branded bearing to be used of SKF/NBC/TATA.	
15	Colour of the Charkha - Green/Sky blue- to be painted by spray painting method.	

2. OTHER FEATURES

- i) Is an indigenous original equipment manufacturer of the modern charkhas or has the capable to manufacture charkhas. Documents support the Capacity of manufacturing capacity.

- ii) Documents give details of adequate financial stability and status to meet the financial obligations pursuant to the scope of work. The supplier must have an annual turnover of minimum Rs. 1.00 Crore during last two years.
 - iii) Documents give details of adequate plant and manufacturing capacity available, to perform the works properly and expeditiously within the time frame specified in the tender document.
 - iv) Documents give details of adequate field service setup to provide, good after sale services including necessary repair and maintenance.
 - v) Has established quality assurance systems and organization designed to achieve high level of equipment reliability during manufacturing and field installation activities to the extent for small scale unit.
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PART -7
FINANCIAL BID

Tender No.

Name of work: Supply of 8 spindles Modern Charkha in accordance with the technical specifications and other terms and conditions of the contract.

Sl. No.	Item	Rate per system (In Indian Rs.)	
		In figures	In words
1.	Supply of 8 spindles Modern Charkha at select locations in Bihar, including one year guarantee period (without taxes)		
2	GST applicable		
3	Total		

Certified that:

1. Above rates are in accordance with the specifications & various terms & conditions mentioned in the tender document.
2. The rate shall include transportation cost of the charkhas up to the specified locations.
3. No price escalation will be allowed.

