

**GOVERNMENT OF INDIA
MINISTRY OF TEXTILES
OFFICE OF THE DEVELOPMENT COMMISSIONER (HANDLOOMS)
WEAVERS' SERVICE CENTRE,
Kanchangarh, Barari,
Bhagalpur, Bihar-812003
Tel: [0641-2950215](tel:0641-2950215)
E-mail: wsc_bgp@yahoo.co.in**

NOTICE INVITING E-TENDER

Tender Notice No.: WSC/BGP/6(54)/Tender/Lighting Unit

Inviting Expression of Interests (EoIs) for Empanelment of Suppliers for supply of Chargeable Solar Lighting Unit to the weavers under individual interventions directly benefitting the weavers in Aurangabad, Banka, Bhagalpur, Bhojpur, Gaya, Jehanabad, Kaimur, Madhubani, Muzzafarpur, Nalanda, Nawada, Paschim Champaran, Patna, Rohtas, Siwan etc districts of Bihar state under National Handloom Development Programme (NHDP) through the CPP Portal www.eprocure.gov.in/eprocure/app

For any technical related queries please contact

CPP Portal web site: www.eprocure.gov.in

CPP Portal Help Desk No.: 0120-4200462, 0120-4001002, 0120-4001005

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NOTICE INVITING E – TENDER

Tender Notice No.: WSC/BGP/6(54)/Tender/Lighting Unit

Sub: Inviting Expression of Interests (EoIs) for Empanelment of Suppliers for supply of Chargeable Solar Lighting Unit to the weavers of the Bihar in different Distt. Aurangabad, Banka, Bhagalpur, Bhojpur, Gaya, Jehanabad, Kaimur, Madhubani, Muzzafarpur, Nalanda, Nawada, Paschim Champaran, Patna, Rohtas, Siwan etc. in the State under Small Cluster Development Programme and under Interventions other than Assisted Clusters, under National Handloom Development Programme (NHDP).

- 1 Weavers Service Centre (WSC), O/o Development Commissioner for Handlooms, Ministry of Textiles, Government of India, Bhagalpur invites online bids from the interested entities through two bid system (Technical and Financial) for Chargeable Solar Lighting Unit to the weavers in the districts of **Aurangabad, Banka, Bhagalpur, Bhojpur, Gaya, Jehanabad, Kaimur, Madhubani, Muzzafarpur, Nalanda, Nawada, Paschim Champaran, Patna, Rohtas, Siwan etc** under National Handloom Development Programme (NHDP where the 90% of the cost will be borne by the Ministry of Textiles, GoI (O/o The Development Commissioner for Handlooms, New Delhi) and 10% will be borne by the respective weaver. The main objective of empanelment of the entities as approved suppliers is to have a broad-based panel of technically capable, financially sound and reliable suppliers.
- 2 The tender document may be downloaded from the CPP portal www.eprocure.gov.in/eprocure/app. But online bids must be submitted through CPP Portal www.eprocure.gov.in/eprocure/app. Offline/Manual bids will not be accepted. Bidders are advised to follow the instructions provided in the enclosed Request for Proposal (RFP). THE CRITICAL DATE SHEET is as under.

CRITICAL DATES

| | |
|-----------------------------------------|-------------------------------------------------------------|
| Publishing Date | 03/11/2023 at 17:00 Hrs |
| Document Download Start Date and Time | 03/11/2023 at 17:00 Hrs |
| Seek Clarification Start Date and Time | 03/11/2023 at 18:00 Hrs |
| Seek Clarification End Date and Time | 11/11/2023 at 17:00 Hrs |
| Bid Submission Start Date and Time | 03/11/2023 at 18:00 Hrs |
| Bid Submission End Date and Time | 17/11/2023 at 18:00 Hrs. |
| Fee/Technical Bid Opening Date and Time | 20/11/2023 at 11:00 Hrs. |
| Financial Bid Opening Date and Time | Will be intimated after evaluation of Technical Bid. |

3. Bid documents may be scanned with 150 dpi with Black and white option which helps in reducing size of the scanned document. **All the technical bid documents may be scanned followed by page by page in to a single PDF file.**
4. Bidders shall not tamper/modify the tender from including downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder will be suspended for a period of 3 years from doing any business with WSC, Bhagalpur.
5. Bidders are advised to visit the websites of www.handlooms.nic.in and CPP portal (www.eprocure.gov.in/eprocure/app) regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

6. **Public Procurement (Preference to Make in India):**

- I) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide order No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 50%. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid and they have also to sign the **Annexure VII to be provided on a non-judicial stamp paper of Rs. 100/-.**
- II) It may be noted that as this is an empanelment and all the bidders who matches with L1 will be empanelled, but as per the conditions laid down in the Para 3(a)/3 (b)/ 3(c) (whichever is applicable) of the of the Public Procurement (Preference to Make in India) Order 2017, purchase preference of 50% shall be given among local suppliers who are empanelled as they matched with L1.

7. **BID – Securing Declaration**

III. **BID – Securing Declaration** As per the recent Guidelines issued by Government of India, in lieu of Bid Security (EMD), bidders are asked to sign the “Bid Security Declaration” accepting that if they withdraw or modify their bids or fail to produce the Performance Guaranty as per the Orders given, during the period of validity etc., they will be suspended for the time specified in the tender documents, in case of this tender it is fixed as three Years. As such the bidders have to sign the **Annexure III of the RFP to be provided on a non-judicial stamp paper of Rs. 100/-.**

- IV) **List of Items Required:** The list of items with their specification and quality are given in the Annexures-I of RFP enclosed
- V) **List of documents to be attached with bids:** Details are given in the RFP enclosed.
- VI) **Submission of bids:** Details are given in the RFP enclosed.
- VII) **Opening and Evaluation of bids:** Details are given in the RFP enclosed.

REQUEST FOR PROPOSAL (RFP)

Ref: Tender Notice No.: WSC/BGP/6(54)/Tender/Lighting Unit

Request for Proposal for Empanelment of Suppliers for supply of Chargeable Solar Lighting Unit to the weavers under individual interventions directly benefitting the weavers under National Handloom Development Programme (NHDP).

1. Background

The handloom sector is the second largest employer in India. This sector is unorganized and dispersed. For improving the quality of the fabric and enhancing the productivity, Ministry of Textiles is providing financial assistance to handloom weavers for supply of Chargeable Solar Lighting Unit under individual interventions directly benefitting the weavers of NHDP.

Government of India will provide financial assistance to the extent of 90% of the cost of Chargeable Solar Lighting Unit and remaining 10% will be borne by the weavers. [Accordingly, it has been decided to invite technical and financial bids on the basis of scope of work and eligibility criteria.]

New guidelines of National Handloom Development Programme (NHDP) issued by office of DC (Handlooms) are available on the website www.handlooms.nic.in

2. Empanelment of Suppliers

For supply of identified items in Annexure-I Expression of Interests (EoIs) are invited from interested entities manufacturing Chargeable Solar Lighting Unit.

3. Scope of Work

To supply specified quality Chargeable Solar Lighting Unit to the applicants (weavers) as per the specifications mentioned in the RFP and supply order within 1 months of receipt of their 10% financial contribution. Supplier shall ensure delivery & installation of Chargeable Solar Lighting Unit with prior intimation to weavers/beneficiaries through SMS etc.

4. Chargeable Solar Lighting Unit Specifications

- The Chargeable Solar Lighting Unit supplied should be new, of good quality and comply with the parts specifications and quality norms as attached in Annexure-I. A sample of items shall be submitted as per specifications to the Weavers' Service Centre, Bhagalpur at the time of Technical Evaluation by Committee.
- Supplier needs to stamp/emboss/engrave/paint all Chargeable Solar Lighting Unit supplied by him with name of schemes for identification. Quality of item will be checked by weaver at the time of taking delivery and has to fulfill the weavers' satisfaction.
- Any deviations found from approved specification and quality of the items during course of implementation will result in debarring of the supplier from empanelment along with suitable penalty as decided by Weavers' Service Centre, Bhagalpur.
- All items should carry a warranty of one year against any manufacturing defects from date of Installation/ Commissioning.

5. Eligibility Criteria for submission of EoI

- a) The Supplying entity should be a registered entity/agency.
- b) The entity must have GST registration.
- c) The Supplying entity should have minimum two years experience in manufacturing/ supplying of Chargeable Solar Lighting Unit for which bids are submitted.

6. Public Procurement (Preference to Make in India):

- i. The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide order no. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 50%. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid and they have also to sign the **Annexure VII to be provided on a non-judicial stamp paper of Rs. 100/-**.
- ii. It may be noted that as this is an empanelment and all the bidders who matches with L1 will be empanelled, but as per the conditions laid down in the Para 3(a)/3 (b)/ 3(c) (whichever is applicable) of the of the Public Procurement (Preference to Make in India) Order 2017, purchase preference of 50% shall be given among local suppliers who are empanelled as they matched with L1.

7. Information to the Bidders on E-tendering

Online bids must be submitted through CPPP Portal www.eprocure.gov.in/eprocure/app.
Offline/Manual bids will not be accepted.

A) Detailed Process for Registration/Searching/Preparation/Submission of the tender through the following process

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal. More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

Registration:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iv. Upon enrolment, the bidders will be required to register their valid digital Signature Certificate (DSC) (Class II or class III Certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.

v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

vi. Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/ e-Token.

8. Searching of Tender Documents:

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

9. Preparation of Bids

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/ XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 150 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such

standard documents (e.g. PAN Card copy, audited balance sheet, GST registration, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

10. Submission of Bids

- i. Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time. i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Micro and Small Enterprises registered for stores specified in the tender are exempted from payment of earnest money only on the submission of MSME registration certificate, (if applicable). This exemption is valid only if the Bidder submits a proof of UAM number allotted them.
- iv. A standard Bill of Quantity (BoQ) format for financial bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BoQ format provided and no other format is acceptable. Bidders are requested to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (Such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass by the bidder or his authorized signatory or his authorized representative (the authorized representative must carry the authorization letter signed by the bidder or his authorized signatory) for any bid opening meetings.
- x. The online bids both Technical Bid and Financial bid duly furnished in COVER-I & COVER-II respectively should be uploaded by the due date and time as per the schedule given in Critical Date Sheet. Tenders should not be submitted offline.
- xi. A Sample of items shall be submitted as per the specifications to the WSC, Bhagalpur on or before the closing date and time of submission of bids.

11. Documents to be Attached to Cover I (Technical Bid)

The scanned copies of the following documents in a single file in PDF format must be uploaded in the technical bid:

- i. **BID – Securing Declaration** in lieu of Bid Security (EMD) bidders are asked to sign the “Bid Security Declaration in the name of the Dy. Director (W), Weavers’ Service Centre, Bhagalpur” accepting that if they withdraw or modify their bids or fail to produce the Performance Guaranty as per the Orders given, during the period of validity etc., they will be suspended for a period of three years. As such the bidders have to sign the Annexure **III of the RFP and to be provided on a non-judicial stamp paper of Rs. 100/-**. Format of **BID – Securing Declaration** is given at Annexure-III).

The soft copy of the **BID – Securing Declaration** must be uploaded online and Original Hard Copy of the **BID – Securing Declaration** must be submitted to The Dy. Director (W)/HOO, Weavers’ Service Centre, Kanchangarh, Barari, Bhagalpur on or before the last date of submission of Bid.

- ii. Copies of the (a) MSME registration certificate, (if applicable) (b) proof that the bidder is registered with the Udyog Aadhaar Memorandum UAM No. (if applicable)
- iii. Copy of the Registration Certificate of the Agency.
- iv. Copy of the valid GST Registration certificate of the Agency
- v. Copy of the PAN card of the Agency.
- vi. Copy of audited Balance sheet and Profit and Loss account of last 3 years audited by the Chartered Accountant.
- vii. Copy of Income tax returns filed for the last 3 years
- viii. Copy of supply orders and proof of their execution by the Agency for the items for which bid is submitted (for proof of minimum 2 years’ experience).

- ix. Details of the Supplier of Chargeable Solar Lighting Unit in **Annexure II** duly signed by the Authorized Signatory. The bidder should note that items (proposed to be supplied) must be selected only from the list of items mentioned in **Annexure I**.
- x. BID – Securing Declaration duly signed in **Annexure-III**
- xi. Acceptance Letter of RFP in **Annexure-IV** duly signed as a token of acceptance.
- xii. Power of attorney for the authorized signatory duly signed by the proprietor of the entity in **Annexure V**
- xiii. Undertaking for the non-blacklisting duly signed in **Annexure VI**
- xiv. Affidavit of Self certification as per **Annexure VII**

Note:

1. **A Sample of item (Chargeable Solar Lighting Unit for which the bid is made) shall be submitted as per the specifications to the WSC, Bhagalpur on or before the closing date and time of submission of bids, for demo and evaluation.**
2. **In case the bidder fails to submit any of the documents or to submit sample of items as stated above or fails to demonstrate the successful working of items, the other part of their tender i.e. ‘COVER-II’ shall not be considered for further download and shall be rejected straightway without any further reference. The Technical Bids and other documents i.e. ‘COVER-I’ will be downloaded and evaluated at the first stage to select the technically capable and competent bidders. At the second stage, Financial/Price Bid i.e. COVER-II of only the technically accepted offers will be downloaded and evaluated further. After opening of COVER-I, if all the Bids are found technically unacceptable, the Financial (Price Bid) i.e. COVER-II submitted by the bidders against this tender shall not be opened/downloaded for obvious reasons.**

12. Documents to be submitted in Cover II (Financial Bid)

Schedule of Price Bid in the form of attached Bill of Quantity (BoQ). The Proforma provided in the CPP Portal must be downloaded and filled in and digitally signed and uploaded online by the bidder.

13. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Deputy Director, Weavers’ Service Centre, Kanchangarh, Barari, Bhagalpur-812003.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 0120-4001005**.

14. Process of Empanelment of Suppliers

- i. Technical Bids will be opened and evaluated by the Evaluation Committee. The bidders must demonstrate the working of items before the evaluation committee. The bidders fulfilling eligibility norms submitted sample(s) as per specification and quality on or before the closing date of submission of bids and successfully demonstrated the working of items will be technically eligible and the names of the technically eligible bidders will be published through the CPP portal.
- ii. Date of opening Financial Bid will be informed by the Evaluation committee.
- iii. Only Financial bids pertaining to the technically eligible bidders will be considered for opening and evaluation by the committee.
- iv. The bidders who have quoted the lowest price for a specific item will be declared as L1 for that particular item. Thereby there may be different L1 for different items.
- v. The empanelment of suppliers will be done based on the price of L1 if it is found reasonable. If it is found not reasonable, negotiation with the L1 party may be carried out, and the price of the item will be fixed accordingly. As the Quantities of the material are more and to be supplied at a short notice and to give wider choice to the different weavers of different clusters and outside clusters, the other eligible bidders may also be counter offered to supply at the above fixed price by the tender evaluation Committee. If some/all of the eligible bidders accept to supply at the above price, then those parties who have accepted for supply of the material may also be considered for empanelment along with the L1 party and the L1 party should not have any objection for the above condition as this is only for empanelment of Suppliers.
- vi. The prices quoted should be valid for minimum one year with a provision for extending the same for second year by the WSC, Bhagalpur, subject to consent of the suppliers and satisfactory performance.
- vii. In financial bid, prices quoted need to be inclusive of all costs, including transportation, installation/fitting, taxes, duties etc.
- viii. The Evaluation Committee reserves the right to accept/reject any bid without assigning any reason
- ix. The decision of the Evaluation committee shall be final and binding on all the bidders

15. Delivery, Installation of Items and Payment

- i. After the empanelment, the suppliers shall have to exhibit and demonstrate the items, on their own cost, in the camps to be conducted by the WSC, Bhagalpur. The Selected Chargeable Solar Lighting Unit, after inspection of the exhibited/demonstrated items from the empanelled suppliers, shall choose their preferred item and pay 10% of the cost of the item preferably through RTGS/NEFT/UPI etc. to the supplier.
- ii. WSC, Bhagalpur shall consolidate the supply order and place order with the supplier. Supply order shall contain details of the weavers i.e. name, address, mobile number, name of the item(s) to be supplied with specification and cost, time limit for the delivery etc.

- iii. WSC, Bhagalpur shall send the list of beneficiaries who have placed the supply order in prescribed format to the office of DC (Handlooms). Based on the details received from the WSC, Bhagalpur, Office of DC (Handlooms) shall place 90% of the GoI share with WSC concerned as budgetary provision.
- iv. In accordance with the supply order and delivery schedule, supplier shall ensure delivery and installation of items, as per the specification and quality in the RFP, with prior intimation to the beneficiaries through SMS etc. within 1 month of depositing their 10% contribution under intimation to the WSC, Bhagalpur. On being satisfied with the performance of the Chargeable Solar Lighting Unit, the weaver will inform the WSC, Bhagalpur for inspection within 7 days.
- v. Quality and physical verification of the items supplied shall be done jointly by the officials of the WSC Bhagalpur, NHDC and District Wise District Industries Centre, Govt. of Bihar in presence of the supplier and the weaver.
- vi. If it is noticed that the item(s) supplied do not conform to the specifications and quality as per RFP, the WSC, Bhagalpur shall have the right to reject the item(s) in part or full. The supplier shall be liable to replace the rejected item(s) within the stipulated time. Till the replacement is done, the rejected materials shall be lying at the risk, cost and responsibility of the supplier.
- vii. Balance 90% will be transferred to the supplier's bank account by the WSC, Bhagalpur after satisfactory verification report.

16. Warranty

One year from the date of supply of items. The supplier shall be liable to replace the items supplied or repair any defects within the warranty period free of cost.

17. Performance Security

The Empanelled Supplier will be required to deposit Performance Security from existing 5-10 % to 3 % of the value of the contract for all existing contracts the value of the order in the form of Bank Guarantee (in original) from Commercial Bank in favour of "Head of Office, Weavers' Service Centre, Bhagalpur. The same will be returned to the supplier 60 days after completion of all contractual obligations of the supplier including Warranty obligations. Format of the Bank Guarantee for performance security will be supplied along with the Purchase order.

18. Other Terms and Conditions

- i. In financial bid, prices quoted need to be inclusive of all costs, including transportation, installation, taxes, duties etc. The amount of taxes applicable should be clearly mentioned separately.

- ii. The prices quoted should be valid for minimum one year with a provision for extending the same for second year by the WSC, Bhagalpur, subject to consent of the suppliers and satisfactory performance.
- iii. Periodical updates to the Weavers' Service Centre, Bhagalpur regarding the progress of the supplies.
- iv. Confidentiality of the data provided by the Weavers' Service Centre, Bhagalpur should be maintained.

19. Rights of Weavers' Service Centre (WSC)

- WSC, Bhagalpur reserves the right to accept/reject any or all bids received without assigning any reason whatsoever or may call for any additional information/clarification, if so required.
- WSC, Bhagalpur reserves the right to amend or add the terms and conditions of the tender through corrigendum/addendum till the closing date and time of submission of bids on its own or in response to the clarification of the prospective bidders and these will be binding on all the bidders.

20. Agreement Cancellation

- i. In the event of supplier wilfully not supplying the items within 1 month after placing the supply order, Weavers' Service Centre, Bhagalpur at its sole discretion shall cancel this agreement in writing along with suitable penalty.
- ii. In the event of supplier not supplying the items within 1 month after placing the supply order, WSC, Bhagalpur at its sole discretion may cancel the supply order and this agreement in writing along with suitable penalty.
- iii. If any information furnished by the supplier is found to be incorrect/untrue or terms and conditions are violated, then the WSC, Bhagalpur shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy along with suitable penalty.

21. Court Jurisdiction

This shall be subject to the exclusive jurisdiction of courts at Bhagalpur, Bihar state.

22. Force Majeure

Should any Force Majeure circumstance arise, each of the contracting party shall be excused for the non-fulfilling or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its concurrence inform the other party in writing.

Force majeure shall mean fire, flood, natural calamities or any other acts as war, turmoil strikes (as not limited to the establishment of the seller), sabotage, and explosion and quarantine restrictions beyond the control of either party.

23. Miscellaneous

In case of any further clarification or information, following may be contacted:

The Deputy Director, Weavers' Service Centre, Kanchangarh, Barari, Bhagalpur-812003.
Phone 0641 2950215, Email: wsc_bgp@yahoo.co.in

24. Arbitration & Reconciliation Act

In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Development Commissioner (Handlooms), Ministry of Textiles, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (no.26 of 1996) shall be applicable to the arbitration under this clause. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be final and binding on the parties. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this agreement without prejudice to final adjustment in accordance with such award.

25. Disclaimer

- i. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, the entity submitting bids in response to this TENDER should satisfy itself that the information provided in the RFP document is complete in all respects.
- ii. The Head of Office, Weavers' Service Centre, Bhagalpur (Ministry of Textiles, Government of India) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Request for Proposal document.
- iii. Neither The Head of Office, Weavers' Service Centre, Bhagalpur nor its employees will have any liability to any prospective Agency/supplier/entity or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Request for Proposal document, any matter deemed to form part of this Request for Proposal document, the award of the Assignment, information or any other information supplied by or on behalf of D. C. Handlooms or their employees, to any consultant or otherwise arising in any way from the selection process for the Assignment.

- iv. The Head of Office, Weavers' Service Centre, Bhagalpur reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Request for Proposal Application.

- v. The Head of Office, Weavers' Service Centre, Bhagalpur, reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/modify/amend any or all provisions of this Request for Proposal Document, at any time, without assigning any reason whatsoever.

SPECIFICATION OF CHARGEABLE SOLAR LIGHTING UNIT

| Sl.No. | Item | Description with specifications and quantity | Quantity |
|---------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1 | Chargeable Solar Lighting Unit (Complete set) Including installation and Commissioning [Item code: Item1] | Chargeable Solar Lighting Unit <ul style="list-style-type: none"> • Solar Panel – 60 Watt • 12 V Battery 40 Ah of Exide/Luminous/Amaron • Charge Controller • LED Light (02 Nos.)- 7 Watt • Ceiling Fan/Table Fan (DC)- 25 Watt • Tube Light (3 Feet) • Solar Panel Connecting Wire- 10 mtr • Light and Fan Connecting Wire-5 Mtr • Mobile Charging Point USB Port • LED Light Holders and Accessories <p>Note: The Chargeable Solar Lighting Unit should be a Complete Set and no accessories or items must be missing. Light Bulb/Tube light should be of well known branded companies.</p> <ul style="list-style-type: none"> • Minimum Warranty of One Year | As per requirement |

DETAILS OF THE SUPPLIER OF CHARGEABLE SOLAR LIGHTING UNIT

(To be submitted in Agency's own letter head)

Ref: TENDER No. WSC/BGP/6(54)/Tender/Lighting Unit

| | | | |
|----|----------------------------------------------------------------------------|------------|--|
| 1. | Name of Entity/Agency/Organization (Supplier) | | |
| 2. | Address | | |
| 3. | Name of Proprietor | | |
| 4. | Tele. No. | Office: | |
| | | Residence: | |
| | | Mobile: | |
| | | Fax No.: | |
| | | E-mail: | |
| 5. | Year of Establishment of Agency/Organization | | |
| 6. | No. of years of experience in manufacturing Chargeable Solar Lighting Unit | | |
| 7. | GST Registration No. and Date of Registration. | | |
| 8. | PAN Card No. and Date of Issue | | |

9. Maximum capacity for supplying Chargeable Solar Lighting Unit in a month

| Name of the Chargeable Solar Lighting Unit (As per Annexure -I) | Monthly Capacity (in number) |
|-----------------------------------------------------------------|------------------------------|
| | |
| | |
| | |

| | | |
|------------------------------------------------------------------------------------------------|---------------|-----------------------------|
| 10. Number of personnel employed | Technical | |
| | Non-technical | |
| 11. Annual Sales Turnover of last three years supported by audited Balance Sheet (Rs. in lakh) | Year | Sales Turnover (Rs in Lakh) |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| 12. Profit of last three years supported by Audited Profit and Loss Account (Rs. in lakh) | Year | Profit (Rs. In lakh) |
| | 2020-21 | |
| | 2021-22 | |

| | | |
|--------------------------------------------------------------|---------|---------|
| | 2022-23 | |
| 13. Complete address of manufacturing facility/facilities | | |
| 14. Complete address of the retail shop, if any | | |
| 15. In case of MSME | | UAM No. |
| 16. Any other specific information you would like to furnish | | |

This is to certify that I/we before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I /We hereby declare that the information /facts provided is true, correct and to best of my/our knowledge and belief.

Note: Please strike out Not Applicable (N/A) against the columns, which does not relate, while filling up the above formats.

Date:

Place:

Signature of Bidder

Name of Bidder

Name of the firm/agency

Seal of Bidder

BID – SECURING DECLARATION
to be provided on a non-judicial stamp paper of Rs. 100/-.
(As per O.M.No.F.9/4/2020-PPD, dt.12-11-2020 of DOE, MOF, GOI)

Ref: TENDER No. WSC/BGP/6(54)/Tender/Lighting Unit,

To

The Deputy Director,
Weavers' Service Centre,
Kanchangarh, Barari ,
Bhagalpur-812003.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that we will automatically be suspended from being eligible for bidding in any contract with the Weavers Service Centre, Bhagalpur for the period of time of 3 years starting on Bid opening date of Tender Notice No.: **WSC/BGP/6(54)/Tender/Lighting Unit**, if we are in breach of our obligation(s) under the bid conditions, because I/We:

1. Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid:
Or
2. Having been notified of the acceptance of our Bid by the Weavers Service Centre, Bhagalpur during the period of bid validity,
 - (a) fail or refuse to execute the Contract, if required,
Or
 - (b) Fail or refuse to furnish the Performance Security, in accordance with Purchase/supply Order.
3. I/We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon
 - (i) our receipt of your notification to us of the name of the successful Bidder;
Or
 - (ii) Twenty-eight days after the expiration of our Bid or any extension to it.

Dated this _____ day of _____

Entity seal (where appropriate)

Authorised Signature
for and on behalf of M/s. _____
Address:

Seal
Name
In the capacity of

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

RFP ACCEPTANCE LETTER
(To be submitted in Agency's own letter head)

To
The Deputy Director,
Weavers' Service Centre,
Kanchangarh, Barari, Bhagalpur-812003.

Sub: Acceptance of Terms & Conditions of RFP for empanelment of Suppliers.

Ref: TENDER No. WSC/BGP/6(54)/Tender/Lighting Unit

Name of RFP/Work: - Empanelment of Suppliers for supply of Chargeable Solar Lighting Unit to the weavers under individual interventions directly benefitting the weavers, under National Handloom Development Programme (NHDP)

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'RFP/Work' from the web site(s) namely www.eprocure.gov.in/eprocure/app as per your tender notice, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 23 (including all documents like annexure(s)etc..) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm/Agency/ has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm/Agency is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

(To be submitted in Agency's own letter head)

Ref: TENDER No. WSC/BGP/6(54)/Tender/Lighting Unit

To,

The Deputy Director,
Weavers' Service Centre,
Kanchangarh, Barari,
Bhagalpur-812003

Dear Sir,

With reference to Tender No. **WSC/BGP/6(54)/Tender/Lighting Unit** we hereby authorize the following person as authorized signatory to carry out necessary bid formalities with the Weavers' Service Centre with reference to this RFP and authorize to sign the bid documents and contract/ agreement with the Weavers' Service Centre, Bhagalpur.

Thanking you,

Yours faithfully

Place:

Date:

(Signature of the Proprietor)

Name:

Designation:

Seal of the Agency

UNDERTAKING ON BLACKLISTING

(To be submitted in Agency's own letter head)

Ref: TENDER No. WSC WSC/BGP/6(54)/Tender/Lighting Unit

It is certified that my firm/agency/company/entity has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertaking of the Government of India or State Government and no criminal case is pending against the said firm/agency as on date.

Signature of the Bidder:

Place:

Name of the Authorized Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPPMII order,2017 if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date: / /2023

I _____ S/o/D/o/W/o, _____,
_____ Resident of _____
_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Order No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/WSC, Bhagalpur or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (Enter the name of the Equipment/Item).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for(Enter the name of the Equipment/Item for Project) meets the 'Minimum Local Content 'as defined in the PPPMII order. That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency WSC, Bhagalpur/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents and

That I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local

content Prescribed

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly for and on behalf of..... (Name of firm/entity)

That I undertake that I have fully understood the following conditions of the PPP-MII order

Para 9(c) Decisions on complaints relating to implementation of this order shall be taken by the Competent Authority which is empowered to look into procurement related complaints relating to the procuring entity.

Para 9(f) False declaration will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Para 9(g) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of the other procuring entities

Signature of the Bidder:

Place:

Name of the Authorized Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency: