

## **Notice Inviting**

### **Tender Reference No: BMCKB/002**

Tenders are invited from the eligible and experienced bidders for supply, installation, commissioning, trial run, and one year maintenance of Brass Utensils machinery, equipment and accessories for CFC at **Brass Metal cluster Kaseratola, Bettiah, Bihar**. Detailed RFP and other details can be obtained from website [www.industries.bih.nic.in/](http://www.industries.bih.nic.in/) [www.udyog.bihar.gov.in](http://www.udyog.bihar.gov.in). Last date of submission of bids is 29<sup>th</sup> March, 2019; 12.30 PM. Bidders who have applied for Tender Reference No: BMCKB/001, will be valid for Tender Reference No: BMCKB/002 also.

REQUEST FOR PROPOSAL

FOR

SUPPLY, INSTALLATION, COMMISSIONING, TRIAL RUN, AND MAINTENANC  
OF BRASS UTENSILS MANUFACTURING MACHINERY, EQUIPMENTS AND  
ACCESSORIES AT KASERATOLA, BETTIAH, (BIHAR).

RFP Reference No: BMCKB/002

" **Brass Metal cluster Kaseratola, Bettiah, Bihar** with support  
from Department of Industries, (Government of Bihar), Patna, Bihar

## Tender Notification

8<sup>th</sup> March, 2019

Request for Proposal for:

Supply, installation, commissioning, trial run, and maintenance of Brass utensils machinery, equipment and accessories at Vaishali, Bihar for " **Brass Metal Cluster Kaseratola, Bettiah, Bihar.**"

Tender Reference No: BMCKB/002

**Deadline for Submission of Bids:**

**On or before 29<sup>th</sup> March, 2019** (12.30 PM)

1. The "**Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah** (Client) has received grant from Department of Industries, Government of Bihar towards the cost of establishment of a "Common Facility Centre (CFC)" at **Brass Metal cluster Kaseratola, Bettiah, Bihar** and intends to apply a part of the grant for eligible payments under this contract for which this RFP is issued for invitation of Bids.
2. The Client intends to establish a "Common Facility Centre (CFC)" at Brass Metal cluster Kaseratola, Bettiah, Bihar with an objective to make it self- sustainable and competitive in domestic and global market. Department of Industries, Government of Bihar is providing necessary facilitation support in publishing the RFP, invitation of Bids etc.
3. The client invites sealed bids from eligible and qualified bidders for supply, installation, commissioning, trial run, and one year maintenance Brass Utensils machinery, equipment and accessories for CFC at Brass Metal cluster Kaseratola, Bettiah, Bihar. The list of machinery and accessories required including specification, quantity etc. are given in Schedule of Requirements contained in the bidding documents.
4. The bidder can be a single legal entity or be a consortium of firms for all purposes during the entire duration of the project. In case of consortium, the Joint Venture agreement or Association letter to be provided stating "all parties in the association/ JV are jointly and severally bound to the client for the fulfilment of the provisions of the contract" and shall designate one of such parties to act as a lead member with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the client.
5. Execution period for the requested tender is **120 days** and the firm/supplier selected through this bid shall provide free maintenance services for a period of one year.
6. A complete set of bidding documents can be downloaded by the bidders from the website: [www.industries.bih.nic.in](http://www.industries.bih.nic.in) [www.udyog.bihar.gov.in](http://www.udyog.bihar.gov.in).
7. The bidders should strictly follow the bidding terms and conditions specified in the tender document to submit their bids.
8. The bidders must submit the tender document fee of Rupees **Two Thousand only** in the form of Demand Draft issued by a Nationalized Bank/ Scheduled Commercial Bank drawn in favor of "**Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah** payable at **Uttar Bihar kshetriya gramin Bank, Branch – Mahnagani, Bettiah** along with the bid.
9. The bidders must submit the Earnest Money Deposit (EMD) of Rupees **one Lac only** in the form of demand draft issued by a Nationalized Bank/ Scheduled Commercial Bank drawn in favour of " "**Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah** payable at **Uttar Bihar kshetriya gramin Bank, Branch – Mahagani, Bettiah** or through bank guarantee favoring the client along with bid, the EMD should be valid for **30 days** beyond the bid validity period.

10. The Bidding will be conducted in Single Stage-Three Envelope Process detailed in Section III of this RFP. .
11. Prospective bidders may send their pre-bid queries to email id., **gm.dicwchamp-bih@gov.in** on or before the **21<sup>st</sup> March, 2019** through e-mail or through mail. Prospective bidders may attend the pre-bid conference which shall be held at the address mentioned below on **21<sup>st</sup> March, 2019 (14.00 hrs.)**
12. Bidders are required to deliver their bids to the address given below on or before the deadline of **12:30pm.on 29<sup>th</sup> March, 2019.**
13. The opening of pre-qualification and technical proposals shall be on **29<sup>th</sup> March, 2019(2.30 PM.)** and the opening of financial proposals shall be intimated in due course.
14. The client will not be responsible for any costs or any expenses incurred by the bidders in connection with the entire bidding process.
15. This bid is invited by the “Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah and being a facilitator the Govt. of Bihar cannot be made liable in any respect.

Venue of pre-bid meeting  
O/o The General Manager,  
DIC, Bettiah , (Bihar)PIN-845438  
Mobile No.8210498880.

<b>RFP Structure</b>	
<p>“Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah through this Request for Proposal (RFP), seeks to select Firm(s)/Supplier(s) with relevant experience and capabilities to Supply Brass Utensils Machinery, equipment’s and Accessories as described in this RFP, to “Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah The content of this RFP has been documented as a set of five Sections explained below:</p>	
<b>Section I</b>	<b>Project Background</b>
Section I of this RFP provides details on background of the project.	
<b>Section II</b>	<b>Scope of work</b>
Section II of this RFP provides details on scope of work under the project.	
<b>Section III</b>	<b>Terms &amp; Conditions</b>
Section III of this RFP specifies terms & conditions	
<b>Section IV</b>	<b>General Instructions For Bidding</b>
Section IV of this RFP specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on opening, evaluation of bids and on award of contract.	
<b>Section V</b>	<b>Prescribed Formats</b>
Section V of this RFP includes the prescribed formats for pre-qualification, technical proposal, financial bid and performance bank guarantee.	

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## Section – I

### Background

" Brass Metal cluster Kaseratola, in district Bettiah, Bihar is one of the oldest clusters- more than 40 years old- in Bihar. At present, technology adopted by the cluster artisans for "Brass Utensils is traditional and indigenous. Brass Utensils production activity in the cluster is poorly mechanized and hence requires involvement of more advanced tool room machinery. This adversely affects the quality and quantity of production and lowers the strength to compete in the market and sustain.

In order to make it self- sustainable and competitive in domestic and global market, "Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah intends to get established a "Common Facility Centre (CFC)" for "Brass utensils Cluster. Government of Bihar has sanctioned fund to the "Special Purpose Vehicle (SPV)" namely "Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah - a body registered under society act for procurement of requisite machinery, equipment's & accessories for CFC. SPV shall procure the machinery, equipment's & accessories for the CFC and operate the CFC in the best interest of the Brass Utensils manufacturers of the cluster.



## **Section – II**

### **Scope of work**

- 1.1. Supply of machinery, equipment and accessories, as per the list attached at Annexure I (Form no. 5 under Section V of the RFP.
- 1.2. Services for installation, commissioning along with maintenance of machinery for a period of one year with parts & components.
- 1.3. Selected supplier(s)/agency(s) will have to give trial run of the machinery supplied & installed. Required raw materials for this purpose shall be provided by the Client.
- 1.4. Selected agency(s)/supplier(s) will have to provide initial training for operation of the machines to the Client.
- 1.5. Selected agency(s)/supplier(s) will have to provide training to the Client in machine maintenance.
- 1.6. Tenderers will have to undertake the responsibility of free maintenance of machinery with parts for a period of one year as part of the contract.

## Section – III

### Terms and Conditions

1. Tender should be submitted by reputed original manufacturers or their authorized dealers/agents only having offices in India.
2. Bid should be typed and free from over-writing. Erases, correction or additions must be attested.
3. Tender should be sent duly sealed and super scribed **RFP Reference No. BMCKB/002 “Selection of Eligible bidder/ supplier for Supply of “Brass & Bronze Machinery, equipment’s & accessories”** to the following address:

### **The General Manager**

District Industries Center, Bettiah,

Distt.-Bettiah , (Bihar)

PIN – 845438

4. Tender should reach to the above mentioned address by **12.30 PM. on or before 29<sup>th</sup> March, 2019.** Technical Bid will be opened on the same date at **2.30 PM.** in the **office of the General Manager, DIC. Bettiah, Bihar.** The tenderer or their authorized representative may be present at the time of opening of tenders. The date of opening of Financial Bid shall be intimated to the technically successful bidder subsequently. Bidders who have applied for Tender Reference No: BMCKB/001, will be valid for Tender Reference No: BMCKB/002 on request.
5. The Client reserves the right to accept any tender in full or part.
6. Rate should be quoted in form 2 at annexure II under section V of the RFP both in INR both in words & figures. Rate should be kept valid for a period of 180 days from the date of opening of the tender.
7. Central Sales Tax, if any, prevailing at the time of supply is to be charged against C form. If tenderer finds that any other Tax is to be paid, it should clearly be mentioned in the tender.
8. Supplier’s Sales Tax Registration Number / GST /PAN No. should be mentioned in the tender positively.
9. The concerned supplier will arrange transportation & transit insurance the supplies up to CFC **Kaseratola. Bettiah.**
10. No enhancement of rate under any circumstances will be allowed once the tender is accepted. Withdrawal of the tender or failure to make the supply within the scheduled period will entail cancellation of the order in addition to forfeiture of Earnest Money Deposit.
11. In case, more than one brand / make/ model is quoted by the tenderer at the same rate, the Client shall have the right to accept the brand (s) / make (s)/ model(S) which is/are most suitable for the purpose.
12. Payment will be made as per payment terms mentioned in 14.1 of the Payment schedule under section IV of this bid document.
13. The selected bidder shall furnish a performance guarantee @ 5% of the order value in form of Bank guarantee valid for a period of one year at the time of award of contract.
14. Firms that have ever been blacklisted by any government or private body are not eligible to participate in tendering. Tenderers are required to submit a self-declaration in this regard along with the technical proposal.
15. The Client reserves the right to reject any or all tender (s) without assigning any reason.
16. The bidder can be a single legal entity or be a consortium of firms for all purposes during the entire duration of the project. In case of consortium, the Joint Venture agreement or Association letter to be provided stating “all parties in the association/ JV are jointly and

severally bound to the client for the fulfilment of the provisions of the contract” and shall designate one of such parties to act as a lead member with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the client.

## **Section – IV**

### General Instructions to the Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on opening evaluation of bids and on award of contract.

#### **A. Instructions to the Bidders**

##### **1. General**

##### **1.1. Request for Proposal (RFP)**

The Client invites sealed bids from eligible and qualified bidders for supply, installation, commissioning, trial run, along with one year free maintenance of “machinery and equipment supplied for CFC at Kaseratola Cluster, Bettiah. The list of machinery, equipment and accessories required including specification, quantity, make etc. are given in Schedule of Requirements contained in the bidding document. Execution period for the requested tender is three months and the firm/supplier selected through this bid shall provide free maintenance services for a period of one year.

Interested bidders should fill in the prescribed forms available under section V of the RFP, quoting rates at which they offer to supply some or all of the machines mentioned therein, and submit it along with all supportive documents/enclosures listed under Form 1 at Annexure I of this RFP.

All bids should reach to the Client on or before the stipulated date and time as mentioned in the bid document.

##### **1.2. Availability of the RFP Documents**

A complete set of bidding documents can be downloaded by the bidders from the website: [www.industries.bih.nic.in/www.udyog.bihar.gov.in](http://www.industries.bih.nic.in/www.udyog.bihar.gov.in). The bidders shall submit their bids along with the tender document fee (TDF) of Rupees Two Thousand only in form of Demand Draft issued by a Nationalized Bank/ Scheduled Commercial Bank drawn in favor of " Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah payable at **Uttar Bihar Kshetriya Gramin Bank, Branch – Mahnagani, (Bettiah)** along with the bid.

Proposals received without or with inadequate “tender document fee” shall be liable for rejection. Units registered under Udyog Adhar/NSIC will be relaxed of TDF as per rule.

##### **1.3. Request for Proposal Timeline**

All proposals in response to this RFP are to be submitted not later than **12.30 pm. by 29<sup>th</sup> March 2019**. Opening of pre-qualification and technical proposals will be conducted at **2.30 pm. by 29<sup>th</sup> March, 2019**. Date of opening of financial proposal will be intimated to successful bidders over phone or by e-mail. If additional information or discussions are needed with any of the bidders during this period, the bidder(s) will be notified. The selection decision for the winning bidder will be made on the day of financial bid opening.

##### **1.4. Contents of RFP**

This RFP comprises the annexures for checklist of documents, pre-qualification, technical and financial proposals.

##### **1.5. Number of Proposals**

No bidder shall be entitled to submit more than one proposal.

## **1.6. Language**

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the selection process shall be in English language only and strictly on the forms provided in this RFP.

## **1.7. Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Client or , as the case may be to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Client or as the case may be, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **1.8. Submission of Proposal**

The Proposal will be sealed in an outer envelope which will bear the address of the Client, RFP Notice number, supers cribbed ‘Selection of Eligible Firms/Suppliers for Supply of Brass utensils manufacturing Machinery, Equipment & Accessories’ along with the name and address of the bidder. It shall bear on top, the following:

**“Do not open, except in presence of the Authorized Person”**

The aforesaid outer envelope will contain three separate sealed envelopes; one clearly marked “Pre-Qualification Proposal”, second ‘Technical Proposal’, and third marked “Financial Proposal”.

Bidders shall submit the pre-qualification proposal in the forms 1, 2, 3 & 4 available at section III (the “Pre-Qualification Proposal”) of the RFP. Envelope marked “Pre-Qualification Proposal” shall contain duly filled forms along with all supportive documents/enclosures listed under Form 1 at Section III of this RFP.

Bidders shall submit the Technical proposal in the forms 1, 2, 3, 4 & 5 available at annexure I under section V of the RFP. Envelope marked “Technical Proposal” shall contain duly filled informs along with all supportive documents/enclosures listed under Form 1 at annexure I under Section V of this RFP.

Bidders shall submit the financial proposal in the forms 1, 2 & 3 available at annexure II under section V. Envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format.

## **1.9. Authentication of Bids**

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

## **1.10. Acknowledgement by Bidder**

By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures hereto, and has full informed himself as to all the conditions and limitations.

Also, by submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that bidder is in agreement with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

### **1.11. Late Bids**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. The Client shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. The Client reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities.

### **1.12. Validity of the Proposal**

The Proposal shall remain valid for acceptance by “Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah” for a period of **180 days** from the last date of submission of proposals. If needed, Client may request the bidders to extend the period of validity of their proposals on the same terms and conditions.

### **1.13. Modification and Withdrawal of Proposals**

No proposal shall be withdrawn after submission. The client would forfeit the EMD, if a bidder withdraws their bid during the validity period.

Once the proposal is submitted, the bidder may not submit a revised proposal before the expiry of the last date and time for the submission of the proposal. In such case the submitted proposal will not be considered for the evaluation.

Modifications of any nature to the proposal will not be allowed after proposal submission.

### **1.14. Amendment of RFP**

At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of addendum/amendment and posting it in leading newspapers/website (s) Mentioned in the RFP. The amendments / revised RFP containing the amendments posted in leading newspapers/ website will be binding on all applicants.

### **1.15. Right to Reject Any or All Proposals**

Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

## **2. Specification**

Minimum standard & specification of the machinery & equipment required has been indicated against each machine placed at Annexure II under Section V of the RFP.

**2.1.** Specifications in detail of the machines quoted, should be listed in the tender document and printed catalogues should be supplied separately. The make & model of the machine and their Catalogue Number should be spelt out clearly. Proposals without standard printed catalogue of machines may not be considered. Specifications as mentioned in the standard machine catalogue shall be considered for comparison & the same should be written in the specified column(s) of the relevant forms. The list of customers with detailed addresses and contact details to whom the particular machine was supplied during last three years should be submitted along with offer. In case of overseas Suppliers / Manufacturers, they should have after sales & service network in India & have installed at least 5 similar machines in India. Such Suppliers / Manufacturers should provide their complete contact details and list of clients along with the technical proposal.

- 2.2. Specification and rate of standard accessories required for specific machines should be mentioned separately, if not offered free of charges along with the machine.
- 2.3. Additional accessories, recommended by the suppliers can be quoted separately.
- 2.4. A deviation statement clearly mentioning compliance against each specification should be invariably provided.
- 2.5. The content of the tender should be clear, specific & self-explanatory. Comments like 'OK' are not acceptable, instead exclusive or inclusive should be written. In all case decision of Client shall be final.

### **3. Earnest Money Deposit**

The EMD shall be refunded to the unsuccessful bidder(s) without interest within 30 days of issuance of contract.

The format of bank guarantee is attached as Form 5 at Annexure –I under section V of the RFP.

Tender(s) without EMD shall be treated as unresponsive and shall be liable for rejection.

Units registered under Udyog Adhar/NSIC, will be relaxed of EMD as per rule.

### **4. Compliant Tenders / Completeness of Response**

- 4.1. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 4.2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Enclose all supporting documents specified in this RFP.

### **5. Disqualification**

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated:

- i. Financial proposal, pre-qualification and Technical proposal are not submitted in the prescribed formats and with all necessary enclosures as mentioned in the RFP.
- ii. If a bidder submits more than one bid.
- iii. In a tender, either the Indian agent on behalf of the Manufacturer/Manufacturer itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- iv. The Bid documents are not signed as per guidelines of the RFP.
- v. The required Tender fee and EMD as applicable has not been submitted as specified in the RFP.
- vi. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any.

- vii. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within **10 days** of the date of issue of letter of intent or within such extended period, as may be specified by the client.
- viii. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defined for the purposes of this provision, the terms set forth in classification of Fraudulent and corrupt practice

## 6. Fraudulent and Corrupt Practice

- i. “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of any procurement committee members in the procurement process or in agreement execution.
- ii. “Fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition.
- iii. “Unfair trade” practices means supply of machinery different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser.

## 7. Consequences of Disqualification

- i. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with the client will be entertained.
- ii. If the disqualification is for the reasons of fraudulent or corrupt practice, the client has the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules.

## 8. Pre-Bid Meeting & Clarifications

### 8.1. Bidders Queries

- i. The Client shall hold a pre-bid meeting with the prospective bidders at **14.00 hrs on 21<sup>st</sup> March 2019** in the Conference Hall of the District Industries Center, Bettiah (WC).
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by e-mail :. Gm.dicwchamp-bih@gov.in\_on or before 21<sup>st</sup> **March, 2019** (14.00 hrs.)
- iii. The queries should necessarily be submitted in the following format:

Sr. No	RFP Reference(s) (Section & Page Number(s))	Document	Content of RFP Requiring Clarification(s)	Points of Clarification



- iv. The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

## **8.2. Responses to Pre-Bid Queries and Issue of Corrigendum**

- i. The Nodal Officer notified by the Client will endeavor to provide timely response to all queries. However, the Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Client undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted in lead newspaper/websites mentioned in the RFP or emailed to all participants of the pre-bid conference.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Client may, at its discretion, extend the last date for the receipt of Proposals.

## **B. Evaluation Methodology and Award of Contract Criteria**

### **9. Evaluation Process**

- i. The Client will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- ii. The Proposal Evaluation Committee constituted by the Client shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### **10. Evaluation of Proposal**

#### **10.1. Evaluation of Proposals**

Proposal will be evaluated in accordance with lowest rate after qualifying in technical bidding method. Proposal Evaluation Committee shall open the proposals on **29<sup>th</sup> March, 2019 at 2.30 PM** in the presence of bidders or their representative who choose to be present in bid opening process. Envelopes marked as 'Pre-qualification' and "Technical Proposal" shall be opened first to scrutinize the eligible proposals. Envelopes marked "Financial Proposal" shall be kept sealed for opening on a later date. "Financial Proposal" of only technically qualified bidders will get opened. The date & time of opening of Financial bid shall be intimated separately only to the technically qualified bidders.

No request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of any proposal.

After technical evaluation, the Proposal Evaluation Committee shall prepare a list of qualified bidders for opening of their financial proposals. A date, time and venue will be notified to all technically qualifying bidders for opening of Financial Proposals. The EMD of the non-qualifying bidders will be returned. The opening of Financial Proposals shall be done in presence of respective representatives of bidders who choose to be present. The Client will not entertain any query or clarification from bidders who fail to qualify at any stage of the selection process. The financial evaluation and final ranking of the proposals shall be carried out in terms of RFP.

Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

Shortlisted firms should be prepared to make a presentation, if required.

### **1.1. Confidentiality**

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred Bidder/ Successful Bidder shall not be disclosed to any person who is officially not concerned with the Bidding Process or is not a professional advisor advising the Client in relation to, or matters arising out of, or concerning the Bidding Process. The Client shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. The Client shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

### **1.2. Clarifications**

To facilitate evaluation of proposals, the Client may, at its sole discretion, seek clarifications from any bidder regarding its proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a bidder does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Client may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Client.

### **1.3. Eligibility Criteria for Technical Proposal Evaluation**

Technical proposal of all such bidders who have not submitted requisite documents as per the checklist will be treated as non-responsive and shall be liable to be rejected.

## 1.4. Evaluation of Technical Proposals

All firms scoring 70 or above marks would be technically qualified and would only move into the next stage of financial evaluation.

The scoring criteria to be used for evaluation technical proposal shall be as follows: Detailed Evaluation Criteria

Sr. No.	Parameters	Max Marks
1.	Specification of machines offered matching with specifications required in the RFP	35
2.	Clarity on accessories & mountings, if any, offered by the bidder	15
3.	Quality certification of Machine ( CE/DIN/ISI/BBS)/ ISO certification	10
4.	Performance of the machine ( User's Report & Views)	15
5.	After sales service facilities & user's report & views	15
6.	No. of machinery installed in India	10
	Total	100

## 1.5. Short-listing of Applicants

All firms scoring 70 or above marks in technical evaluation would be qualifying for financial evaluation.

## 1.6. Evaluation of Financial Proposal

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. Financial Proposal of only those bidders will be opened who have scored minimum qualifying marks i.e. 70 %.

**The bidder with lowest rate after qualifying in technical bidding will be declared successful; however, the client reserves the right to accept/reject the offer in full or in part.**

## 2. Award of contract

The Client will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 11.1 Performance Guarantee

The Client will require the selected bidder to provide a Performance Bank Guarantee of any nationalized bank / scheduled commercial bank, within 15 days from the notification of award, for an amount equal to 5% of the order value with a validity period of **one year** from the acceptance date of contract.

The supplier shall furnish guarantee and sign an agreement in respect of performance and against any manufacturing defect for a period of minimum 12 months from the date of commissioning and for defect free operation of machine supplied.

- i. The supplier shall also provide free after-sales-service and free replacement of defective parts during the guarantee period.
- ii. The Performance Guarantee shall be kept valid till completion of the project and guarantee period.
- iii. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Client at its

discretion may award the contract to the next best value bidder. The Client shall forfeit the EMD amount in case the selected vendor fails to discharge their contractual obligations.

### **11.1. Signing of Contract**

The Contract agreement will be sent to the successful bidder only after submission of the Performance Guarantee as mentioned in point 15 of Section III, Terms and Conditions of this tender document.

### **11.2. Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Contract and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value bidder or call for new proposals from the interested bidders.

### **11.3. Communications**

All communications including the submission of Proposal should be addressed to: The Secretary

Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah, mob-8084045445, with copy to The General Manager, District Industries Centre, Bettiah, Bihar, PIN-845438

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No **BMCKB/002**.and” ‘Selection of Eligible Firms/Suppliers for Supply of “Brass & Bronze utensils Machinery, Equipment & Accessories”’.

## **C. Terms & Conditions: Post Award of Contract**

### **3. Inspection**

- 3.1.** The Client reserves the option of inspecting the goods at supplier’s works prior to packing and dispatch. Supplier shall provide all facilities for carrying out the inspection.
- 3.2.** Inspection formats / Test Reports/ certificates of the standard (CE/ISI/BBS/DIN) adopted should be supplied along with the Technical proposal.

### **4. Deliverables and Timelines**

- 4.1.** Delivery of the goods will have to be made to the consignee at the place mentioned below:

The Secretary  
Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah  
( BIHAR) PIN- 811121

Supplies shall be securely protected and the goods against loss damage etc. marking and consignee details shall be as per the Purchase Order.

- 4.2.** Delivery, installation & trail run period of machine / items should not exceed 60 days from the date of placement of Purchase Order. The technical bid must contain the delivery schedule.
- 4.3.** A panel charge @1/2% of the order value for delay of every 15 calendar days beyond the agreed delivery period to the extent of maximum 5% will be levied.
- 4.4.** The Society reserves the right to cancel the order or a part thereof in case of delay beyond the agreed delivery period, forfeiting the earnest money / security deposit.
- 4.5.** The goods to be dispatched only through reputed transporter having All India permit on Door Delivery

basis including unloading. The supplied items, if damaged in transit/ unloading will be at the supplier's risk.

- 4.6. Installation, commissioning, trial run and training of SPV members in machine operation & maintenance as per the scope of work shall be completed within 30 working days from the date of delivery of the machines.

## D. Payment Procedure and Term

### 5. Paying Authority

The payments as per the Payment Schedule covered herein below shall be paid by the Society on satisfactory delivery/installation/commissioning, trial run and training of SPV members. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

#### 5.1. Payment Schedules

Sr. No.	Milestone	Billable Fee (as % of Contract Value)
1.	First	20% of the bill amount shall be paid with acceptance of order and on receipt of Bank Guarantee.
2.	Second	60% of the bill amount shall be paid within 30 days of trial run of the machinery.
3.	Third	Balance 20% shall be paid after completion of training of SPV members in machine operation & maintenance.

### 6. Arbitration

In the event of any dispute arising under the terms and conditions of contract, the same shall be referred to the Secretary, Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah ( BIHAR ) , PIN-845454, the arbitrator. The award of the arbitrator shall be final and binding on the parties of this contract. The venue of the arbitration in all cases shall be Kaseratola, Bettiah ( BIHAR)

## Section-V

### **Annexure – I: Forms for Pre-Qualification Proposal& Technical Proposal**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting the Pre-Qualification Proposal / Technical Evaluation Proposal.

Pre –Qualification proposal& Technical proposal shall comprise of following forms:

Forms to be used for Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification  
Proposal Form 2: Particulars of the Bidders  
Form 3: Manufacturer’s/Firm’s Authorization Form

Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 5: Technical Proposal  
Details Form 6: Letter of  
Proposal

#### **Form 1: Compliance Sheet for Pre-qualification Proposal**

Sr. No	Basic Requirement	Documents Required	Provided	Reference & Page Number
i.	Power of Attorney/ Letter of authorization	Copy of Power of Attorney in the name of the Authorized signatory/ Letter of authorization; as per template provided (Form 3)	Yes / No	
ii.	Particulars of the Bidders	As per Form 3	Yes / No	
iii.	Legal Entity	Copy of Certificates of incorporation AND Registration Certificates	Yes / No	
iv.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 5)	Yes / No	
v.	Local Service Centers (In India)	A Self Certified letter by an authorized signatory	Yes / No	
vi.	Blacklisting	A self-certified declaration	Yes / No	
vii.	Latest IT Return	Consecutive 3 years	Yes/No	

**Form 2: Particulars of the Bidders**

Sr. No.	Information Sought	Details to be Furnished
I.	Name and address of the bidding Company	
II.	Incorporation status of the firm (public limited / private limited, Regd. Partnership, LLP etc.)	
III.	Details of company registration (Attach certificate of incorporation/registration)	
IV.	Details of registration with appropriate authorities for GST/PAN No.	
V.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

**Form 3: Manufacturer's/Firm's Authorization Form**

No.

Date:

To,

The Secretary  
Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah,  
( BIHAR)  
C/O The General Manager, District Industries Center,  
Bettiah, (Bihar), PIN- 845438

**Ref: Your RFP Ref: BMCKB/002**

**Subject: OEM**

Authorization Letter

Dear Sir,

We are established and reputed manufacturers of..... having manufacturing units at  
(*address of factory*) do hereby authorize M/s .....(*Name and address of Agent*) to submit a Bid,  
and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the products offered by the above firm against  
this Bid Invitation.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support  
and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

**Note: This letter of authority should be on the letterhead of the manufacturer and should be  
duly signed by the competent authority having the power of attorney to bind the  
manufacturer. The Bidder in its Bid should include it.**



## Form 4: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, ..... Date .....

To,

The Secretary

Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola,  
Bettiah ( BIHAR), PIN- 845454

C/O The General Manager, District Industries Center,  
Bettiah, (Bihar), PIN- 845438

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

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

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid withdraws his participation from the bid during the period of validity of bid document; or

Fails or refuses to participate for failure to respond in the subsequent tender process after having been short listed;

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

This Bank Guarantee shall be valid up to <<insert date>>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**Form 5: Technical Proposal Details**

**A. Details of Machines with necessary accessories , mountings, tools, equipment and motors :**

SN	Name of machines	Specifications	Qty.	Value
1	Melting Furnace (with air pollution control system)	Oil fired; Capacity 4-MT/shift of 8 hours with blower, oil tank, pipe line system etc.	1	
2	Cast Iron Mould of required shape and size	For 2.5 Kg to 3.5 Kg circular block casting	1	
3	4 – High rolling machines with 1.30 to 0.30 mm or 18 gauge to 36 gauge; roll dia. 18"	Rolls – EN-42 material, 4 brass bush, single gear machine, fly wheel-3 MT, MS solid fram-210 mm plate, Machine molded on CI base plate, with T-slot, pressing screw- EN-9 material with oil tempered having bevel gear system, pulley on fly wheel shaft.	1	
4	Hot Rolling Machine with 16" dia. x 42" barrel length	Rolls – EN-42 material, 4 brass bush, single gear machine, fly wheel-3 MT, MS solid fram-210 mm plate, Machine molded on CI base plate, with T-slot, pressing screw- EN-9 material with oil tempered having bevel gear system, pulley on fly wheel shaft.	1	
5	Cold rolling Machine	18" roll dia. X 37" barrel length	1	
6	Annealing Furnace (with chimney and all other accessories)	Oil fired f/c with capacity 1 MT per charge	1	
7	Power Press Heavy duty; size 28" (Press for glass, thalis; max. of 6" depth); 4-5 stroke per minute.	Double action German type press, side pallor, of MS plates, friction type clutch system, deep-6" , CI flywheel, side box made of CI, all gear will hob cut and helical, shaft-Rly axel material, crank-EN-9 material.	1	
8	Power Press Heavy duty; size 36" ( max. of 14" depth) with 4-5 stroke per minute	Double action German type press, side pallor, of MS plates, friction type clutch system, deep-14" , CI flywheel, side box made of CI, all gear will hob cut and helical, shaft-Rly axel material, crank-EN-9 material.	1	
9	Shearing Machine with spare blade : size 42"	Crank sharing, suitable for 5 mm brass sheet cutting	1	
10	Circle Cutting Machine	Motorized mechanical cutting for 36" dia of 5 mm thick plate	1	
11	Spinning Lathe Machine	6' bed size; up to 9 slides including suitable spinning tools for brass sheet metal utensils.	6	
12	Turning Lathe Machine	Bed Size 14 feet	1	

13	Turning Lathe Machine	Bed Size 8 feet	1	
14	Drilling Machine	1.5" capacity; pillar type.	1	
15	Shaper Machine	Made of C.I.; working job capacity of 24"; Gear head cone pulley type.	1	
16	Welding Set with all accessories	Electrical Arc Welding; 400 Ampere capacity	1	
17	Scrubbing Machine	Made of C.I; both side bearing with pulley center height 12"	4	
18	Polishing Machine with buffing wheels	Electric buffing Machine for brass utensils	4	
19	Grinding Machine standard grinding wheels	Bench Grinding; 6" wheel Dia.	1	
20	Gas Cutting Machine all accessories	Gas cutter with pipe and pressure watch	1	
21	Cast Iron Dies; Size 14" to 28"	Made for cast Iron; Brass circular block casting of 3.5-5 kg wt.	1 set	
22	Top Cutting Machine	For non-ferrous metal (Brass) cutting 36" size	1 set	
23	Dies for Thali , all standard size	Dies for Thali, size 11" , 12" , 13" , 14" , 16" , 18" .	1 Set.	
24	Dies for Balti size 8'-18'	Dies for Balti , size – 18" , 20" , 22" .	1 set	
25	Dies for Handi, 25" (all standard size)	Dies of Handi, (all standard size up to 25" ).	1 set	
26	Dies for brass glass (all standard size)	Dies for glass (size 6" , 9" ).	1 set	
27	Dies for Katora (all standard size)	Dies for Katora of all standard size	1 set	

28	Dies for Gamla, (all standard size)	Dies for Gamla, (all standard size)	1 set	
29	Dies for Lotiya, (all standard size)	Dies for Lotiya (size- 5"-10").	1 set	
30	Power Distribution Transformer	500 kVA	1	
31	DG Set coolant system	85 kVA, 15 kVA	2	
32	Motors of different	100 HP-1, 5HP - 10, 60 HP - 1, 75 HP - 1, 2 HP -7, 1 HP - 1, 30 HP - 1, 20 HP - 1, 10 HP - 3, 15 HP - 1	26	
33	Tools : Hand tools & Machine tools	Hand Tools & Machine tools required for the above machines	1 set	
34	Equipment: Material handling equipment , storage bins etc.	Chain pulley with stand for 3 MT capacity, small trolley, pallets etc.	1 set	
35	Mechanical Beading Machine	For Brass Sheet metal utensils size upto 36"	1 set	

## Form 6: Letter of Proposal

<Location, Date>

To,  
The Secretary  
Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah,  
(BIHAR)  
C/O The General Manager, District Industries Center,  
Bettiah, (Bihar)

Subject: Submission of the Technical bid for “<Machinery supply & related services>”.

Dear Sir/Madam,

We, the undersigned, offer to provide < Machinery supply & related services > to the client as per your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in the RFP

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: Date:

## **Annexure – II: Forms for Financial Proposal**

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

Form 1: Covering Letter Form

2: Financial Proposal

Form 3: Performance Bank Guarantee

## Form 1: Covering Letter

<Location, Date>

To,  
The Secretary,  
Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah,  
(BIHAR)  
C/O The General Manager, District Industries Center,  
Bettiah (Bihar)

**Subject:** Submission of the financial bid for <Machinery supply & related services > Dear  
Sir/Madam,

We, the undersigned, offer to provide the Implementation services for << Hardware supply & related services >>  
in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals).  
Our attached Financial Proposal is for the sum of [Amount in words and figures].

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e.,  
[Date].

We understand you are not bound to accept any Proposal you receive. Yours  
sincerely,  
Authorized Signature:

Name and Title of Signatory:  
Name of Firm:  
Address:



## Form 2: Financial Proposal

### A. List of Machines

S.N.	Name of the Machine	Make and model No. specifications etc	Quantity Required	Price Per Unit (In INR)	Cost of freight, transit insurance, installation, trail run, training in operation	Taxes (In INR)	Total Cost
1	Melting Furnace (with air pollution control system)		1				
2	Cast Iron Mould		1				
3	4 – High rolling machines		1				
4	Hot Rolling Machine		1				
5	Cold rolling Machine		1				
6	Annealing Furnace (with chimney)		1				
7	Power Press (Press for glass, thalis; max. of 6" depth)		1				
8	Power Press ( max. of 11" depth)		1				
9	Shearing Machine		1				
10	Small Circle Cutting Machine		1				
11	Spinning Lathe Machine		6				
12	Turning Lathe Machine		1				
13	Turning Lathe Machine		1				
14	Drilling Machine		1				
15	Shaper Machine		1				
16	Welding Set		1				
17	Scrubbing Machine		4				
18	Polishing Machine		4				
19	Grinding Machine		1				
20	Gas Cutting Machine		1				
21	Cast Iron Dies		1 set				
22	Top Cutting Machine		1 set				
23	Dies for Thali		1 Set.				
24	Dies for Balti 8'-18'		1 set				
25	Dies for Handi		1 set				
26	Dies for glass		1 set				
27	Dies for Katora		1 set				
28	Dies for Gamla		1 set				

29	Dies for Lotiya		1 set				
30	Power Distribution Transformer: 500 kVA		1				
31	DG Set: 85 kVA, 15 kVA		3				
32	Motors: 100 HP-1, 5HP - 10, 60 HP - 1, 75 HP - 1, 2 HP - 7, 1 HP - 1, 30 HP - 1, 20 HP - 1, 10 HP - 3, 15 HP - 1		26				
33	Tools						
34	Equipment: Material handling equipment , storage bins, Chain pulley with stand for 3 MT capacity, small trolley pallets etc.		1 set				
35	Mechanical Beading Machine – 36” size		1				

### Form 3: Template for Performance Bank Guarantee

To,  
The Secretary  
Kaseratola Audyogic swablambi sahkari samiti Ltd., Kaseratola, Bettiah (Bihar)  
C/O The General Manager, District Industries Center,  
Kaseratola, (Bihar)

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide implementation services for <<name of the assignment>> to <<Nodal Agency>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) 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 limits of Rs

.<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs <<insert value>> (rupees <<insert value in words>> only).
- ii. This bank guarantee shall be valid up to <<insert expiry date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically ceased.

Authorized Signature [In full and initials]: Name and

Title of Signatory:

Name of Firm:

Address:

Location:

Date: Contract