

RFP Number: 04/2022-23

Date: 12/05/2022



REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AGENCY FOR SUPPLY OF GRAINAGE EQUIPMENT & CONSUMABLES
UNDER THE PROJECT REVIVAL OF TASAR SERICULTURE AND LIVELIHOOD
ENHANCEMENT OF TASAR REARER OF JAJPUR DISTRICT**

Issuer:

Collector and Managing Trustee,
District Mineral Foundation, Jajpur
Government of Odisha
Phone: 0674-222227
Email: dmfjajpur@gmail.com

Address for Communication & Submission of Documents during Tender Period

Collector and Managing Trustee,
District Mineral Foundation (DMF), Jajpur
First Floor, DMF Cell, Collectorate Building,
Jajpur – 755001
Email: dmfjajpur@gmail.com

Bid Processing Fee (Non-Refundable):

Rs.5,000/- (Rupees five thousand only)

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Disclaimer and Confidentiality

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The information contained in this RFP document (the "**RFP**") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by "**CLIENT**" to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by "**CLIENT**" or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for "**CLIENT**", its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/ amendments and obtain independent advice from appropriate sources. "**CLIENT**" and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to "**CLIENT**" by third parties have not been independently verified by "**CLIENT**". Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. "**CLIENT**", its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or

expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

"CLIENT" accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. **"CLIENT"**, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

"CLIENT" also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

"CLIENT" may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **"CLIENT"** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

"CLIENT" reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **"CLIENT"** is bound to select service provider or to appoint the successful service provider, as the case may be. **"CLIENT"** reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **"CLIENT"** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **"CLIENT"** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Collector & Managing Trustee, DMF, Jajpur District
2.	Method of Selection & Proposal Validity	Least Cost Based Selection (LCBS) (Two Cover System)
3.	Date of Issue of RFP	12.05.2022
4.	Proposal Due Date	27.05.2022 (10.00)hrs
5.	Date of opening of Technical Proposal	27.05.2022 (11.00 hrs)
6.	Date of opening of Financial Proposal	27.05.2022 (11.30hrs)
7.	Bid Processing Fee (Non-Refundable)	Rs.5,000/- (Rupees five Thousand only) remitted through demand draft drawn in favour of "Collector & Managing Trustee, DMF, Jajpur" payable at Jajpur Town
8.	Earnest Money Deposit (EMD) (Refundable)	2% of the quoted value in shape of TDR/FD/Postal deposit duly pledged in favour of "Collector & Managing Trustee, DMF, Jajpur" from any nationalized scheduled bank/Post office.
9.	Contact Person	District Mineral Foundation (DMF), Jajpur First Floor, DMF Cell, Collectorate Building, Jajpur – 755001, Ph- 0674-222227, Email: dmfjajpur@gmail.com
10.	Address for Hard Copy Submission of Technical Proposal	District Mineral Foundation (DMF), Jajpur First Floor, DMF Cell, Collectorate Building, Jajpur – 755001 Email: dmfjajpur@gmail.com Mode of Submission: Speed Post / Registered Post (India post) only to the address as specified above during the office hour only and per schedule mentioned above.
11.	Place of Opening of Proposal:	District Mineral Foundation (DMF), Jajpur First Floor, DMF Cell, Collectorate Building, Jajpur – 755001 Email: dmfjajpur@gmail.com
12.	RFP can be downloaded from:	https://jajpur.nic.in

SECTION - 1

LETTER OF INVITATION

REQUEST FOR PROPOSAL (RFP)

For

Selection Of Agency For Supply Of Grainage Equipment & Consumables Under The Project Revival Of Tasar Sericulture And Livelihood Enhancement Of Tasar Rearer Of Jajpur District, Odisha.

1. Bidders are called upon to submit their RFP proposals (hard copy) in respect of the Project **“Selection of Agency for Supply of Grainage Equipment & Consumables under the Project Revival Of Tasar Sericulture And Livelihood Enhancement of Tasar Rearer Of Jajpur District, Odisha”**, in accordance with the formats, terms and conditions of the RFP and on the basis of National Competitive bidding for the work detailed in the table given below. More details on the proposed details are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document. The firm is advised to examine carefully all instructions in the RFP Document.
2. The RFP will be available for download, free of cost, at **<https://jajpur.nic.in>**. All Bidders must submit a sum of Rs.5,000/- (Rupees five thousand only) towards the cost of the RFP Document in the form of Demand Draft only issued by any Nationalized or Scheduled Bank having branch at Jajpur Town duly pledged in favour of **“Collector & Managing Trustee, DMF, Jajpur** payable at Jajpur Town” along with their Proposal as per the conditions outlined in this RFP.
3. A bidder / vendor will be selected under **Least Cost Based Selection (LCBS)** procedure as prescribed in the RFP Document
4. The proposal completes in all respect as specified in the RFP Document must be accompanied with the proof of remitting Bid Processing Fees & EMD failing which the bid will be rejected.
5. The complete RFP document can be viewed/downloaded from district portal of Jajpur **<https://jajpur.nic.in>** from **12.05.2022 (11.00 Hrs. IST) to 27.05.2022 (10.00 Hrs. IST)**.
6. The last date and time for submission of proposal complete in all respects is **27.05.2022 (10.00 Hrs. IST)**, the date of Opening of the Technical Proposal is **Dt.27.05.2022 11.00 hrs.in** the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. No.15). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

This RFP includes following sections:

- a. Letter of Invitation [Section – 1]
- b. Information to the Bidder [Section – 2]
- c. Terms of Reference [Section – 3]
- d. Technical Proposal Submission Forms [Section – 4]
- e. Financial Proposal Submission Forms [Section –5]
- f. Annexure [Bid Submission Checklist and any other relevant project related material needs to be provided]

While all information/data given in the RFP are reasonable within the consideration of scope of the proposed project to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consultant to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Interested bidders may download the Request for Proposal Documents (the “RFP” document) from the above website to see further details for participation in the online bidding.

Name & Address of the Officer Inviting RFP:

District Mineral Foundation (DMF), Jajpur
First Floor, DMF Cell, Collectorate Building,
Jajpur – 755001
Email: dmfjajpur@gmail.com



**Collector & Managing Trustee,
DMF, Jajpur**

SECTION - 2

INFORMATION TO THE BIDDER

Pre-Qualification Criteria:

Before opening and evaluation of the financial proposal, each bidder / vendor will be assessed based on the following Prequalification Criteria- Cum-Technical Bid. The bidder / vendor required to produce the copies of the required supportive documents /information as part of their technical proposal failing which the proposals will be rejected.

Sl. No	Eligibility Criteria	Supportive Documents
1	Bidder /vendor must be a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or A sole proprietorship or sole trader registered under GST act 2017.	Certificate of Incorporation/ Partnership deed/ Service Tax Registration/GST Registration and
2	Bidder/vendor should have a registered office with legal presence in India and have valid PAN, GST number as applicable	Supporting documents should be attached
3	Bidder/vendor should possess sound knowledge and technical know-how about Supply of Grainage Equipment & Consumables under the Project Revival of Tasar Sericulture and Livelihood Enhancement of Tasar Rearer project.	Copies of Work Order / Contract Document / Completion Certificate from the previous Clients
4	The Bidder/vendor should have average financial turnover of 10 lakhs during the last 3(Three) Financial Years. The bidder should have positive net worth during the last 3 Financial Years.	Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income& Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ vendor
5	Bidder/vendor should have ISO/ISI certification with every Machinery Test Certificate Mandatory as applicable	Supporting documents should be attached
6	Bidder/vendor shall furnish an alternative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreement, engagements or affiliation with	Self- Declaration from the bidder as per the format (TECH -6)
7	Bidder/vendor should provide the following services: a) Supply. b) Installation. c) Maintenance of provided grainage equipment & consumables. (Warranty Period: 1 year)	Provide the details as per the format (TECH-7)

Technical Specification Criteria:

As given in ANNEXURE-I

Note: - Warranty period of the supplied products shall be 1 year from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods

2. **Documents/Formats needs to be submitted for TECHNICAL PROPOSAL:** The bidder / vendor have to furnish the following documents duly signed in for their Technical Proposal:
- Filled in Bid Submission Check List in Original (**Annexure-I**)
 - Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
 - Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
 - Copy of Certificate of Incorporation/ Registration
 - Copy of PAN/TAN.
 - Copy of Goods and Services Tax Identification Number (GSTIN)
 - Copy of the latest GST clearance certificate.
 - Copy of ISO/ISI.
 - Copies of IT Return for the last 3 (**Three**) Assessment Years 2018-19, 2019-20 & 2020-21 or 2021-22
 - General Details of the Bidder (**TECH – 2**)
 - Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction.
 - Power of Attorney (**TECH – 4**) in favor of the person signing the bid on behalf of the bidder.
 - List of completed project of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
 - Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
 - Self-Declaration regarding Conflict of Interest (**TECH - 6**)
 - Duly filled in Technical Proposal Form **TECH – 7- 8.**

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. **Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs.5,000/- (Rupees Five Thousand Only)** Remitting as shown in the Data Sheet.

4. **Earnest Money Deposit (EMD) :**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **2% of the quoted value** Remitting **as shown in the Data Sheet.**

The EMD of unsuccessful bidders shall be refunded after finalization of selection process

and award of contract. The EMD of the successful bidder will be released only after warranty period i.e. 1 year depending upon the equipment condition.

The EMD will be forfeited on account of the following reasons:

- Bidder withdraws or modifies (not acceptable to Client) its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - Any other circumstance which holds the interest of the Client during the overall selection process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of **120 (One Hundred Twenty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. **Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to the **District Mineral Foundation (DMF) Cell, Jajpur, First Floor, Collectorate Building, Jajpur – 755001, Email: dmfjajpur@gmail.com** till 15.052022. Clarifications to the above will be uploaded in the Website/ clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. **Preparation & Submission of Proposal:**

7.1 **PREPARATION OF PROPOSAL**

You are requested to submit your proposal **through speed post/Registered post (India post) as per the information provided in the datasheet** in Two Parts strictly using the formats enclosed herewith (refer Section: 2, 3, 4, & 6 for Part-1 and refer Section:5 for Part-2) in 2 separate covers. The two parts shall be:

**Part 1: Fee/ Pre-Qualification/ Technical Proposal and
Part 2: Financial Proposal.**

Bidder must submit **Hard Copy** of the Technical Proposals by **Registered Post / Speed Post** only to the specified address before stipulated date of opening the Technical Bid as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal.

7.2 The procedure for submission of the proposal is described below:

i) **Technical Proposal:**

The envelope containing Hard Copy of Technical Proposal (Section: 2, 3, 4, & 6) which is uploaded in electronic form in the web portal along with proof of Remittance of Bid Processing Fee and EMD shall be sealed and superscripted as “**Technical Proposal - <Proposed Project Name>**” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, along with all the supportive documents and information have to be furnished as part of technical proposal. **The Technical Bid shall not include any financial information related to the Price Bid. Technical Bid containing financial information related to the Price Bid shall be declared non-responsive**

ii) **Financial Proposal:**

- The Bidder shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already provided in the RFP. Further the bidder shall have to submit the filled in formats attached in **Section 5** in PDF format in second packet of **Cover-2**.
- The rate offered to remain fixed for the whole contract period or for the extended agreed period.
- The financial proposal shall be inclusive all costs, direct or indirect, for successful delivery of the services defined in the ToR but exclusive of GST.
- Bidder shall express the price of their services in the Local currency (Indian Rupees).

iii) The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

8. **Opening of the Proposal :**

- (i) Opening of Proposals will be done as per the schedule date and time.
- (ii) The **TECHNICAL PROPOSAL** received as mentioned in point nos.7.2 (i) on 27.05.2022 at 11.00 hrs. **Indian Standard Time** will be opened in the initial stage by the Client in presence of the bidder's authorized representatives at the location, date and time specified in the Data Sheet.
- (iii) The Client will constitute a Tender Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to witness the bid opening.
- (iv) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (v) The **FINANCIAL PROPOSAL** 7.2. (ii) only of the **technically qualified bidders** will be opened on 27.05.2022 at 11.30 hrs after completion of technical evaluation stage.

9. **Evaluation of Proposal:**

A Two stage evaluation process will be conducted as explained below for evaluation of the proposals:

- ☐ **TECHNICAL EVALUATION:** Technical proposal will be opened and evaluation of the proposals will be done to determine whether the proposal comply to the

prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
- ✓ Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.
- ✓ Receipt of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- ✓ Copy of Certificate of Incorporation/ Registration.
- ✓ Copy of PAN.
- ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
- ✓ Copy of the latest GST clearance certificate.
- ✓ Copy of ISO/ISI.
- ✓ Copies of IT Return for the last 3 assessment years
- ✓ General Details of the Bidder (**TECH – 2**).
- ✓ Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
- ✓ Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
- ✓ List of completed project of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- ✓ Self-Declaration on Conflict of Interest (**TECH - 6**).
- ✓ Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
- ✓ Duly filled in Technical Proposal Form **TECH – 7- 8**.
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

** Bids not complying to any of the above requirement, will be outrightly rejected at the discretion of the Client's authority.*

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid

FINANCIAL EVALUATION: The financial proposals of the bidders qualifying the Technical Evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process :

Least Cost Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.

The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on

any account whatsoever. The Tender Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the vendor including overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

11. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the project. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

12. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 07 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **24 (Twenty-Four) Months** from the date of effectiveness of the contract and will be extended on mutual consent.

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i) Conflicting project, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.
- (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

14. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - corruption including the offer or receipt of an inducement of any kind in relation to

- obtaining any contract;
- Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. **Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. **Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. **Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed

18. **Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Jajpur Odisha.

19. **Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty **@ 1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

20. **Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the project except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. **Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through website <https://jaipur.nic.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

22. **Client's right to accept any proposal, and to reject any or all proposal/s:**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

23. **Copyright, Patents and Other Proprietary Rights:**

Collector & Managing Trustee, DMF, Jajpur-755001, Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

24. **Force Majeure :**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

25. **Settlement of Dispute:**

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Collector & Managing Trustee, DMF, Jajpur-755001, Odisha**. The arbitration proceeding shall be held in Jajpur Town, Odisha.

26. **Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases

his quoted prices

- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the project.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

SECTION: 3

TERMS OF REFERENCE (ToR)

Introduction (Background)

1. Purpose / Objectives of the Project

Supply of Grainage Equipment & Consumables under the Project Revival Of Tasar Sericulture And Livelihood Enhancement of Tasar Rearer Of Jajpur District.

Objective:

Revival of Tasar sericulture and livelihood enhancement of Tasar rearer of Jajpur district

2. SCOPE OF WORK

The broad scope of this project to be undertaken by the Bidder for Supply of Grainage Equipment & Consumables under the Project Revival of Tasar Sericulture And Livelihood Enhancement of Tasar Rearer of Jajpur District as specified in Annexure-I

3. Timelines, stages of deliverables and content of each deliverable.

Deliverable's vis-a-vis time frame

Deliverables	Description of Items/Deliverables	Timeline
D1	Supplying of grainage equipment & consumables and its components to final location	Within 10 days
D2	Installation of complete set-up of all machineries / equipment	1 week

4. Expected schedule for completing the project. If an project consists of more than one activity, the target period / date for completing each activity can also be specified. The same may be defined by the CLIENT.

5. **Payment Terms and Schedule in a tabular form**

The Payment will be made as per the following table:

Sl. No.	Payment Terms	Schedule	Deliverables	Disbursement Schedule
1	Supplying of grainage equipment & consumables and its components to final location	Within 10 days of complete Set-up	D1 and D2	80% (Eighty Percent) of the Total Fees quoted. Upon supply of consumables
3	Installation of complete set-up of all machineries / equipment			20% (Twenty percent of the total fees quoted) After installation at site

Section - 4

Technical Proposal Submission Forms

TECH-1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Collector & Managing Trustee, DMF, Jajpur – 755001

Subject: Selection of Agency For Supply Of Grainage Equipment & Consumables Under The Project Revival Of Tasar Sericulture And Livelihood Enhancement Of Tasar Rearer Of Jajpur District, Odisha

Dear Sir,

I, the undersigned, offer to provide the services for the proposed project in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2**Bidder's Organization (General Details)**

Sl. No.	Description	Full Details
1	Name of the Bidder / Vendor	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD / No. : Date: Name of the Bank:	
7	EMD Details Amount: TDR/FD/Postal Deposit No. : Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	ISO/ISI number	
11	Willing to carry out project as per the scope of work of the RFP	YES
12	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____**Name and Designation with Date and Seal:** _____

TECH - 3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY _____	FY _____	FY _____	Average
Turnover (in Rs.)				
<i>Supporting Documents:</i> Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH - 4

FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organisation>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/ Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed project only of similar nature in any sector during last <5> years)**

Sl. no.	Period	Name of the project with details thereof	Name of the Client	*Contract Value (in INR) And Duration in Month	Date of Award / Commencement of project	Date of Completion of project	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our firm / company as an Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder:

TECH -7

DESCRIPTION OF PLANNING TO UNDERTAKE THE PROJECT

A. Field Inspection and Installation of complete set-up of installation of all grainage equipment and consumables

The bidder should provide the action plan on the following:-

- a. Points suggested during inspection of location,
- b. Recommended parameters to be covered for installation of complete set-up.

B. Technical Know how:

C. Warranty:

The bidder should propose the Warranty period of all equipment and consumables shall be 1 year.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified>>

TECH - 8

Technical Requirement

As per Annexure-I

Instructions for filling up Compliance Matrix for Technical Requirement

The Technical compliance sheet provides a detailed list of identified requirements and specifications. The bidder should indicate against the requirement in the compliance column the following codes (as detailed in the following Table 1 – Degree of Compliance) to indicate the extent to which their proposals comply with the requirements. Bidder should also fill the details of proposed hardware and provide the necessary information.

Table 1: Degree of compliance

Response Code	Description
Y	Proposed product complies with the specification mentioned
N	Proposed product does not comply with the specification mentioned

General Guidelines for filling Compliance Matrix

1. Any compliance response other than “Y” will be deemed to have been answered with “N” response.
2. Reference to detailed explanations should be specified with the document number, the particular section and the page number of the response document.

The offered product within the scope of this RFP may have some features not contained in the above matrices. Bidder may provide these details separately. These will not be part of above evaluation criteria

Section 5

Financial Proposal Submission Forms

The bidder shall submit the FIN-1, FIN-2, FIN-3 & FIN-4 in PDF format along with the Financial bid through.

Please note that the technical bid containing financial information shall be treated as Non-Responsive.

FIN – 1
COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

The Collector & Managing Trustee, DMF, Jajpur-755001

Subject: Financial Quote - Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list limited to <Nos>project of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Sir

I, the undersigned, offer to provide the complete setup of machines & services for *[Insert title of project]* in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*]*.

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

—
**Amount must match with the one indicated in Fin-2.*

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

As per Annexure-I

- *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Total fee proposed for the project shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

FIN - 3

BREAKDOWN OF OVERHEAD EXPENSES

Sl. No.	Description	Unit	Quantity	Unit Price in INR	Total Amount in INR
1					
2					
3					
Grand Total in INR					
In Words					

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date& Seal: _____

FIN – 4

MACHINERY REQUIREMENT WITH 1 YEAR WARRANTY SUPPORT

As per Annexure-I

Comments, if any:

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date& Seal: _____

SECTION 6

BID SUBMISSION CHECK LIST

Annexure-I

Requisition for Grainage Consumable and equipments												
Material Type	Name of Material	Specification of Materials	Unit	PPC Operation				Commercial grainage operation				April to June 2022
				Requirement for April - June				Requirement for April - June				
				April	May	June	Total	April	May	June	Total	
Consumables	Slide	Blue star make	Pkt of 50 Pcs	0	0	50	50	0	0	200	200	250
Consumables	Coverslip	Blue star make	Pkt of 50 Pcs	0	0	50	50	0	0	50	50	100
Consumables	Depuratex	Depuratex	ltr	0	0	25	25	0	0	100	100	125
Consumables	Potassium Carbonate	Merc make	Pkt of 500 gm	0	0	1	1	0	0	4	4	5
Consumables	Formaldehyde	Rankem/ Avantor make	ltr	0	0	25	25	0	0	50	50	75
Consumables	Lens cleaning Paper	Test Lab	pad	0	0	25	25	0	0	200	200	225
Grainage Equipments	Microscope	Objective 45X & Eye piece 15X with light arrangement	Pcs	0	0	10	10	0	0	25	25	35
Grainage Equipments	Egg laying box	Vergin Plastic, Leangth 6.5 cm, breadth 5cm and depth 3 cm. with holes along length and width. Each box having lid	Pcs	0	0	15000	15000	0	0	20000	20000	35000
Grainage Equipments	Egg Incubation cabinet	wooden almirah with ht. 4.5' including leg height of 0.5' and width 3 ft and having 5 selves having a gap of 8"	Pcs	0	0	2	2	0	0	4	4	6
Grainage Equipments	Egg laying box keeping Iron Rack	Iron rack having 5 selves with a distance of 1.5 ft from each other and width of selve should be 3 ft and depth of selve should be 2 ft	Pcs	0	0	6	6	0	0	20	20	26
Grainage Equipments	Moth testing table	wooden table with height 3 ft width 2 ft and length 5 ft having sun mica feated top.	Pcs	0	0	5	5	0	0	10	10	15

Grainage Equipments	Chairs / Stool	Wooden stool with height of 1.5 ft or plastic chair with arm	Pcs	0	0	10	10	10	0	0	25	25	35
Grainage Equipments	Gator Sprayer	Aspee make	Pcs	0	0	3	3	3	0	0	2	2	5
Grainage Equipments	Plastic Drum	20 ltr size	Pcs	0	0	10	10	10	0	0	10	10	20
Grainage Equipments	Plastic Bucket	15 ltr size	Pcs	0	0	15	15	15	0	0	15	15	30
Grainage Equipments	Plastic tub small	10 Ltr size	Pcs	0	0	15	15	15	0	0	15	15	30
Grainage Equipments	Plastic tub big	20 Ltr size	Pcs	0	0	20	20	20	0	0	20	20	40
Grainage Equipments	Mortar Pestle	percelean with 10 grooves and each set have 10 pestles,	Pcs	0	0	20	20	20	0	0	5	5	25
Grainage Equipments	Measuring Cylinder	300 ml plastic	Pcs	0	0	5	5	5	0	0	1	1	6
Grainage Equipments	Dry wet Thermo Hygrometer	Zeal make	Pcs	0	0	4	4	4	0	0	1	1	5
Grainage Equipments	Electronic weighing balance	with sensitivity up to 1gm	Pcs	0	0	2	2	2	0	0	2	2	4
Grainage Equipments	Egg dryer	Wooden cabinet feated with Exhaust fan at the base and drying tray at the top	Pcs	0	0	1	1	1	0	0	2	2	3
Grainage Equipments	Humidifier		Pcs	0	0	0	0	0	0	0	0	0	0
Grainage Equipments	Centrifuge		Pcs	0	0	0	0	0	0	0	0	0	0
Grainage Equipments	Generator	5 Hp Generator	Pcs	0	0	1	1	1	0	0	0	0	1

CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs._____-/- in form to DD		
4	Rs._____-/- in shape of Demand Draft		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last <Nos> AYs (to be decided accordingly)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	(Past Experience Details) (TECH - 5) along with the copies of work orders for the respective project		
13	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
16	Description of Planning (TECH - 7)		
17	Technical Specification requirement (TECH – 8)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			

1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		
3	BREAKDOWN OF OVERHEAD EXPENSES (FIN-3)		
4	Machinery requirement with 3 year warranty support (FIN-4)		

Undertaking:

*All the information have been submitted as per the prescribed format and procedure.
Each part has been separately bound with no loose sheets and each page of all the two parts
are page numbered along with Index Page.
All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____