

STATE OFFICE
KHADI AND VILLAGE INDUSTRIES COMMISSION
Ministry of Micro, Small and Medium Enterprises, Govt. of India
Cleave Land, Chouda Maidan, Shimla-171004 (Himanchal Pradesh)

NO:SOHP/KVIC/T.D/Honey Mission /2021-22

Date:06.10.2021



{Terms of Reference (TOR)}

For

**Selection of suppliers for Apis Mellifera Bee Boxes
(Type-“C”) with live bee colonies & Accessories.**

Cost of the Tender Rs. 1,000/-

—

Date of Tender Issue: 06.10.2021
Last date of Tender submission: 27th October 2021 by 03.00 PM
Opening of Technical Bids: 28th October 2021 by 11.00 AM
Opening of Financial Bids: After Evaluation of technical Bid,
Financial Bid will be opened.

Background:

Khadi and Village Industries Commission (KVIC) is a statutory body created by an Act of Parliament No. 61 of 1956 and as amended by Act. No. 12 of 1987 and Act. No. 10 of 2006, established in April 1957. It functions under the administrative control of the Ministry of Micro, Small and Medium Enterprises, Government of India. Broad objectives of KVIC are as follows:

- a) The social objective of providing employment
- b) The economic objective of producing saleable articles, and
- c) The wider objective of creating self-reliance amongst the people and building up of a strong rural community spirit

KVIC, through its various schemes is supporting Khadi and Village Industries Institutions and entrepreneurs in the production of Khadi and various products of village industries. In view of the large employment generation potential of the KVI sector, Government of India attaches significant support to this sector.

Beekeeping is an activity taken up by KVIC and promoting with Research, Knowhow, Outreach & Training with financial assistances for harnessing the natural resources while generating sustainable employment to rural mass, tribal population and unemployed youth & women at their doorstep since inception.

Now, KVIC is working with overall promotion of beekeeping and honey production in the country with an objective to develop beekeeping and increase rapid Honey production by participating in Sweet Revolution / Sweet Kranti and increase livelihood income for those involved in harvesting and marketing of honey.

Presently this notification is sought to identify manufacturers who will be selected for supplying *Apis mellifera* Bee Boxes (Type -"C") with live bee colonies to beekeeping trainees under various schemes of KVIC.

1. INVITATION TO TENDER

- 1.1. KVIC invites bids from eligible suppliers for supply of *Apis mellifera* Bee Boxes, live *Apis mellifera* bee colonies, hive stands and tools (tools- smoker; bee veil and hive tool) & Honey extractor for a period of **three year** as per the Specifications stated in the tender document.
- 1.2. This is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport, and cost of materials etc., **FOR at Destination**. actual district wise destination shall be given at the time of placing the order)
- 1.3. KVIC maintains very strict Quality Standards and service standards which the supplying party is deemed to be aware of and by submitting a tender, deemed to have declared their willingness to abide by BIS standards and KVIC Standards as detailed.

1.4. KVIC does not bind itself to grant the “Contract” to the lowest or any tenderer/Bidder, and is not obligated to acquaint any of the Bidders with reason(s) for refusal to award the tender to them.

1.5. The document may be obtained on www.kvic.org.in. by paying **Rs. 1000/-** by banker’s Cheque/NEFT/RTGS/DD drawn in favor of K.V.I.C., Establishment Accounts payable at **Shimla** or The Bank details as mentioned below. Tender Fee may also submitted alongwith Technical Bid.

- 1.5.1 Name of the Bank : State Bank of India
- 1.5.2 Branch : Main Branch, Shimla
- 1.5.3. Account No : 10835935306
- 1.5.4. IFSC Code : SBIN0000718

1.6. Last Date of Tender Submission: 27th October, 2021 upto 03.00 PM..

1.7. The tender document can be obtained from the above said site and may download the tender documents from KVIC’s web site www.kvic.org.in.

1.8. Technical Bid and Financial bid should be submitted in two separate envelops super scribed “**Technical Bid**” and “**Financial Bid**” respectively indicating the subject namely “supply of Bee boxes and Bee colonies with accessories on each envelop. The Technical Bid would be opened first. The Financial Bid (**to be provided in a separate**) would be opened only in the case of those tenderers/bidders who qualify the technical evaluation and meet the requisite parameters laid down by the KVIC.

1.9 The bidder may have to send one sample of Bee Box & set of Tool kit (Smoker, Bee Veil, Hive Tool) as per the specification mentioned in TOR.

1.10. After qualifying in the technical bids, sample Bee Box will be verified for its wood (should be a seasoned wood) & specification of Bee Box as detailed at section III.

1.11. Those bidders fulfill the specification & Technically qualify only those bidders financial bid will be opened.

1.12. Addressed to contact: The Director- KVIC, Cleave Land, Chouda Maidan, Shimla-171004 (Himanchal Pradesh) for any clarification at: soshimla.kvic@gov.in

1.13. Tenders (Technical Bid) will be opened **on 28th October, 2021 at 11.00 am** before the Purchase Committee and any interested bidder may attend the bid opening.

2 SCOPE OF WORK

2.1 Service: Manufacture & Supply of bee boxes and equipment and other items as specified in the description of items listed at **Section-III Form 5**

(A) and 5 (B)

2.2 Period of Contract: Under normal circumstances the contract shall be valid for a period of three year from the date of issue of work order. However contract may be renewed for further period upon mutual consent of both the parties on existing terms and conditions. It will be entirely at the discretion of KVIC, State Office, Shimla to extend it or not.

2.3 Quantity: Estimated quantity of items required is mentioned in the Description of items; however it should be clearly noted that KVIC (respective State / Divisional Offices) shall place the order only as per the actual requirements from time to time. The details mentioned at **Form 5 (A), table 1 & 2 and 5 (B)**

2.4 Supply Requirements: The supply of items shall be made at various locations in the State on or before 20th February, 2022 from date of purchase order.

2.5 QUANTITY FOR (approximately)

2.5.1. 700 numbers of *Apis mellifera* Bee Boxes with stands

2.5.2. 700 numbers *Apis mellifera* Bee colonies

2.5.3. 70 numbers each of smokers; bee veil and hive tool of sets of tools kits

2.5.4. 14 numbers of Honey Extractor (304 Food grade Stainless Steel) four frame capacity for *Apis Mellifera*.

2.5.5. AND THE TERMS OF REFERENCE

SECTION- I

3- INSTRUCTIONS TO BIDDERS

3.1.1. MINIMUM ELIGIBILITY CONDITIONS

3.1.2. Bidders should-

3.1.2.1 Registered Indian company/firm / SSI Unit registered with MSME and NGO/ Cooperative Society /PMEGP/REGP Units of KVIC / KVIB engaged in manufacturing bee boxes and maintaining bee colonies (Apiaries) and bee equipment, having capacity to supply items as detailed in the above mentioned at “**Scope of Work**” to different locations in the State within **One months** from date of placing Purchase order. (Copy of Registration certificate as per existing norms, indicating legal status may be enclosed)

3.1.2.2 Minimum 3 years of experience in manufacturing 2000 bee boxes per annum and supplied and having net work with 200 beekeepers who are having 200 and above bee colonies. Cliental list of pervious supply may be supplemented for confirmation.

Or

Minimum 3 years’ experience in owning and maintaining 1,000 to 2,000 bee colony apiaries having network with 50 beekeepers, who are having not less than 100 bee colonies. And well networked with local bee box manufacturers. Cliental list of pervious supply may be supplemented for confirmation.

3.1.2.3 Bidder should supply both Bee boxes and bee colonies together to F.O.R. Destinations in the State in due consent of the respective State Directors of KVIC to the actual required destination.

3.1.2.4. Have a valid Trading License as applicable, if applicable.

3.1.2.5. Have been registered with GST. (Copy of registration certificate to be enclosed)

3.1.2.6. Have PAN allotted to bidder by IT Department (Copy of PAN card to be enclosed) in firm name.

3.1.2.7. Certificate of declaration (Form 8)

3.1.2.8. The bidder should submit client certificate in support of such completed works. Besides, other required details of having minimum infrastructure facility, machineries, technically competent manpower etc.

3.1.2.9. Financial Turnover: Minimum average annual turnover of the bidder during last three years ending 31st March of the previous financial year should be at least **Rs. 15.00 Lacs.**

3.2. COST OF BIDDING: The bidders shall bear all costs associated with the preparation and submission of the bid. KVIC in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

3.3. BID DOCUMENT

A. Bid document includes

- Bid Form/EMD form – Form 1
- Letter of authorization for attending bid opening – Form 2
- Certificate for Non-Participation of near relative – Form 3
- Agency details – Form 4
- Performance security guarantee bond – Form 6
- Specimen agreement- Form 7
- Certificate of declaration -Form 8
- Last three years balance sheets
- Last three years ITR

B. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per Bid Document or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the Bid.

- C. A prospective bidder requiring any clarification on the Bid document shall notify KVIC by mail at soshimla.kvic@gov.in
- D. Any clarification issued by KVIC in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid document.

3.4. AMENDMENT TO BID DOCUMENT

- A. At any time, prior to the date of submission of bid, KVIC may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- B. The amendments will be updated on KVIC website.

3.5 DOCUMENTS COMPRISING THE BID: The bid prepared by the bidder shall comprise the following components:

- A- Documentary evidence in accordance with clause 3.1.1 to establish that the bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- B- Cost of the tender **Rs. 1000/-** in favor of State Office, KVIC A/c payable at Shimla as mentioned at point No. 1.5 above.
- C- EMD furnished in accordance with clause 3.8 of Section I.
- D- Completed in accordance with clause 3.6 as per Section I.
- E- Letter of Authorization for attending Bid opening (Form -2) as per Section III.
- F- Non-participation of any close relative (Form-3) as per Section III.
- G- Agency details as per Form-4 as per Section III
- H- Certificate of declaration (Form 8)
- I- Copy of Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.

3.6 BID FORM: The bidder shall complete the Bid Form as per **Form-1 of Section III** in the bid document covering the items to be supplied.

3.7 PRICE BID.

- A- The supply of the items shall strictly be as per the requirement and specifications.
- B- Prices will be fixed and inclusive of taxes and statutory duties applicable, packing, forwarding, freight, insurance and other charges as applicable.
- C- The rates quoted by the selected firm and approved shall remain valid throughout the period of contract and requests to increase the rates for any item(s) during the currency of the contract shall not be considered.

- D- The prices charged for the items supplied under the contract shall in no event exceed the lowest price at which the contractor sells the items or offer to sell items of identical description to any department of the description to any person(s)/organizations including the purchaser or any department of the central government or any department of a state government or any statutory undertaking of the central or a state government, as the case may be, during the period till performance of all supply orders is completed.
- E- If at any time during the said period, the contractor reduces the sale price, sells or offers to sell such items to any person(s)/organization(s) including the purchaser or any statutory undertaking of the central or a state government as the case may be at a price lower than the price chargeable under this contract, shall forthwith notify such reduction or sale or offer of sale to the KVIC, and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
- F- Prices charged by the bidder for goods delivered under the contract shall not be higher than the prices quoted by the bidder in his bid.

3.8 EARNEST MONEY DEPOSIT (EMD):

- A- The bidder shall furnish, as part of the bid, as **EMD of Rupees 1,50,000/- (Rupees One lakhs Fifty thousand only)** by banker's cheque/ NEFT/RTGS/DD drawn in favor of State Office, KVIC A/c payable at Shimla. The Bank details as mentioned below.
- i. Name of the Bank : State Bank of India
 - ii. Branch : Main Branch, Shimla
 - iii. Account No : 10835935306
 - iv. IFSC Code : SBIN0000718
- B-** or Bank Guarantee to the said amount in favor of Khadi & Village Industries Commission, payable at Shimla.
- C- A bid not secured in accordance with clause 3.8. (A) Shall be rejected by the KVIC as non-responsive at the bid opening stage.
- D- The bid security of the unsuccessful bidder will be discharged/ returned at the earliest after completion of the tender process.
- E- The successful bidder's bid security will be given back upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security.
- F- The bid security may be forfeited:
- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form;
 - ii. In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 3.1 under Section I; or Fails to furnish performance security in accordance with clause 4.2 of "General Conditions" under Section II; or Fails

or refuses to honor his own quoted price for any of the items or part thereof during the entire period of contract.

- iii. In both the above cases bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of KVIC in this regard.

3.9 FORMAT AND SIGNING OF BID: The original bid shall be signed (full signature) by the bidder or a person duly authorized on each page to bind the bidder for the contract. The letter of authorization shall be indicated by written Power of Attorney accompanying the Bid. The over writing/erasures in the bid made by the bidder shall be signed by the person signing the bid. Unsigned over writing/erasures shall not be considered.

3.10 SUBMISSION OF BIDS

- A- Bids must be submitted both “**Technical Bid**” and “**Financial Bid**” **separately**. The technical bid shall not indicate any financial quotes of the proposed products.
- B- Technical Bid should contain duly filled cost of tender(Rs.1,000/-) Bid form/EMD form along with demand draft of Rs. 1,50,000/- (Section-III, Form-1), Letter of Authorization for attending Bid opening (section-III, Form -2), Certificate for non-participation of near relative (Section-III, Form-3), Agency Details (Section-III, Form-4) and Documents establishing bidder’s eligibility (Section-I, Clause-3.1).
- C- Financial Bid quote only in BoQ (Bill of Quantity) format only

3.11 BID OPENING

- A- KVIC shall open bids in the presence of Committee. The bidders or their authorized representative who wish to be present at the time of opening of bids on due date may authorize a person with letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section-III, Form No. 2).
- B- If the Technical Bid is found complete in all respect, then only Financial Bid will be opened, otherwise the financial bid will not be opened.

3.12 EVALUATION & AWARD OF CONTRACT

- A- Contract shall be awarded to the firm(s) offering the lowest price that includes lowest price of bee box, bee colony and hive tools. However, if prices for each and every item are not quoted, net-bundled price offered shall not be accepted.
- B- KVIC will award the contract to the tenderer(s) whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price as per item list.
- C- Notwithstanding the above, KVIC reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.

- D- The tenderer(s) whose rate is accepted will be notified for the award of contract by the institute prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this tender enquiry.
- E- KVIC reserve the right to conclude parallel rate contracts with number of suppliers and place orders on any or such firms that may be the most economical to it or suitable to its requirements
- F- L-1 will be decided as cumulative rate quoted as mentioned in Financial Bid I and Financial bid II produced by the bidder.

3.13 PURCHASER'S RIGHT TO VARY QUANTITIES: Quantity given at Annexure-I may likely to vary and shall be indicated in the actual Purchase Order (PO).

3.14 ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 3.15 of Section-I shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event KVIC may make the award to any other bidder at the discretion of KVIC or call for new bids.

3.15 PERIOD OF VALIDITY OF BIDS

A- The bid shall remain valid till completion of all contractual obligations.

3.16 DELIVERY: The delivery of Bee Boxes and Bee colonies shall be made by the bidder in accordance with the terms specified by KVIC (as per Form No 5 (A) table 1 & 2 and Form 5 (B)) in the conditions of contract, should be made on or before 20th Feb 2022 from the date of issue of Purchase Order. The supplier shall warrant that the bee boxes and bee colonies to be supplied be in full conformity with specifications detailed at Form No 5 (A) table No. 1 & 2 and 5 (B) F.O.R at destination.

3.16.1. In case the delivered bee boxes and bee colonies are not as per specifications FOR at destination, the same will not be accepted. The selected bidder will have to replace the goods as per the actual specifications and requirement at their own cost to KVIC. KVIC will not be responsible for any loss occurred for this to the Bidder.

3.16.2 Packing & Marking:

3.16.2.1. Packing: The beehive shall be supplied with bee colonies in complete form, properly assembled and protect from damage in transit and during storage.

3.16.2.2. Marking: The information shall be engraved on each part such as, 1. Name of the part and its size (for example - Brood chamber, Type-C, bee space 16 MM; plus or minus 2MM) 2. Trade Mark, if any, 3. Batch or code number, 4. Name of the Manufacturer and 5. Date of Manufacturing.

SECTION- II

4- GENERAL TERMS AND CONDITIONS

4.1 APPLICATION: Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or unless otherwise agreed by KVIC

4.2 PERFORMANCE SECURITY/ BANK GUARANTEE

- A. The successful bidder shall be required to deposit an amount equal to 10% of the contract value within 15 days from the date of signing the agreement (Vide section III, Form 1).
- B. Performance Security shall be submitted in the form of Demand draft or Bank Guarantee (Vide Section-III, Form-6) drawn in favor of State Office, **Khadi & Village Industries Commission, Shimla.**
- C. Performance Security will be discharged after completion of contractors' performance obligations.
- D. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for KVIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- E. If successful bidder not deposited security amount, than purchase order treated automatically cancelled.

4.3 EXECUTION TIME LIMIT: The time period stipulated in the purchase order or letter of intent shall be deemed to be essence of the contract.

4.4 PAYMENT TERMS

- A. The bill raised for the supply of Bee Boxes and Bee colonies on the basis of the accepted rates and terms & conditions will have to be submitted in favor of State office, KVIC, Shimla.
- B. The bill raised by the firm should have all tax registration numbers printed on the bill. Validity of the tax registration during the currency period of contract shall be the sole responsibility of the firm.
- C. Payment shall be made on receipt of goods as per specification against bill for the supply made after the boxes; colonies and other items have been checked and accounted and there is no damage/shortage found.
- D. The payment will be released through RTGS against bills and Income Tax and other taxes, if any, shall be deducted against bills submitted for which bank details should be furnished with the bill.
- E. Bills may be submitted within 30 days of supply to the respective State Director/ Divisional Directors of KVIC.
- F. No payment is admissible for goods rejected.

4.5 DELAY AND LIQUIDATED DAMAGES

- A. If delivery is not made in given time and KVIC is required to make purchase from outside at higher rates, the loss sustained will be deducted from the bill.
- B. Irrespective of the fact as to whether or not the KVIC makes purchases from outside, the KVIC may impose penalty of 0.5% of value of order for every week's delay or part thereof for a period up to 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another Ten weeks of delay in complying with the

date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default. This amount of liquidated damages shall be paid by bidder to KVIC, Shimla or may be recovered by KVIC, Shimla from the bills of bidder.

- C. Quantum of liquidated damages assessed and levied by the KVIC and decision of the KVIC thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration tribunal or before the Court. The same should stand specifically excluded from the purview of the arbitration clause, as such, the same shall not be referable to arbitration.

4.6 TERMINATION OF CONTRACT: The KVIC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- A. If the agency/contractor fails to supply the items within the period (s) specified and agreed in the contract or any extension thereof granted by S.O., KVIC, Shimla.
- B. If the agency fails to perform any other obligation(s) under the contract
- C. If the performance is found unsatisfactory due to the negligence of the agency/contractor, depending upon the severity of negligence, KVIC reserves the right to blacklist the agency/contractor from further participation in any of KVIC tenders/contracts. The decision of KVIC shall be final in this regard.

4.7 TERMINATION FOR INSOLVENCY: KVIC may also by giving written notice and without compensation to the agency terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action

4.8 FORCE MAJEURE: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of KVIC as to whether the supplies have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days either party may, at his option terminate the contract.

4.9 ARBITRATION: The conflicts or disputes that may arise in relation to the subject, content, interpretation, implementation and enforcement of this agreement will be solved, firstly, by the Director failing which, by equity arbitration. If it cannot be solved in a friendly manner, then it shall be submitted to the Courts of Shimla.(HP)

5 SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 5.1 The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in Section I and General terms and conditions of the contract as contained in section II and where ver there is a conflict, the provisions herein shall prevail over those in section I and General terms and conditions of the contract.
- 5.2 In case the date fixed for opening of bids is subsequently declared as holiday by the KVIC, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day. Time and venue remaining unaltered.
- 5.3 KVIC reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with KVIC
- 5.4 KVIC reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
- 5.5 No sub-contracting is permissible.
- 5.6 Conditional bid will not be accepted.
- 5.7 KVIC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of purchaser action.
- 5.8 KVIC is not bound to accept the lowest tender or any tender or to assign any reason for rejecting any or all the tenders. It also reserves the right to accept/reject (part/whole) or any other tender(s) at their sole discretion without assigning any reason thereof. Its decision in the matter shall be final and binding.
- 5.9 The person signing the tender form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor, stating that he has the authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract including the arbitration clause.
- 5.10 If the item supplied by the bidder is not found satisfactory or not conforming to the specification, KVIC reserves the right at its discretion and without any claim for compensation to the contractor, either cancel the order altogether or modify the quantity ordered. In deserving cases firm may be black listed for failure to comply as per terms.
- 5.11 Prices shall remain fixed and valid during the period of contract
- 5.12 Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation” “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly

KVIC, Nomenclature may be read as KVIC, Ministry of MSME, Govt. of India, State Office, KVIC, Cleave Land, Chouda Maidan, Shimla.171004 (H.P)

SECTION-III -FORM -1

BID FORM /EMDFORM

NO:SO/HP/KVIC/T.D/Honey Mission /2021-22

Date:-----

To,
The Director,
Khadi & Village Industries Commission, Shimla

Dear Sir,

1. We, undersigned, offer to supply of Bee boxes, Bee colonies and other items in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will deposit an amount equal to 10% of the contract sum in the form of Demand draft or in the form of a bank guarantee for due performance of the Contract.
4. We agree to abide by this Bid for a period of 45 days from the date fixed for Bid opening and it shall remain binding upon us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. Along with the bid, we have submitted EMD of Rs..... in the form of Demand draft in favor of State Office, KVIC, Shimla, A/C or Bank Guarantee

Dated this Day of 2021

Signature of

In capacity (Name & Designation) of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address..... Signature

SECTION-III- FORM-2

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

NO:SO/HP/KVIC/T.D/Honey Mission /2021-22

Date:-----

To
The Director,
K.V.I.C. Shimla

Subject:- Authorization for attending bid _____(date)
opening on the Tender of _____.

Sir,
Following persons are hereby authorized to attend the bid opening for the Tender
Mentioned above on behalf _____ (Bidder) in order of
preference of given below.

Order of Preference	Name	Specimen Signatures
Preference I:		
Preference II:		
Alternate Representative:		
Signatures of bidder:		
or Officer authorized to sign the bid documents on behalf of the bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-III-FORM-3

CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE

Certificate on Non Participation of near relatives in the tender called for engagement of Agency for supply of Bee Boxes, Bee colonies and accessories for Khadi & Village Industries Commission, S.O., Shimla as required for Biding)

I the Son of _____/ W/O R/O here by certify that none of my relative(s) are employed in KVIC unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, KVIC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name: _____

Position: _____

Date: _____

SECTION-III-FORM -4

AGENCY DETAILS

(Including performance records, financial viability etc.)

Name of agency/company:

Owner's name/Director's name:

PAN number:

Income tax A/C No. & Amount of tax paid during last financial year (proof to be enclosed):

Tin number of the agency/company:

Address:

Telephone/Mobile Nos. :

Banker's name & address:

Experience (years):

List of major clients (enclose copy of orders/contracts along with items, item details, performance report

Any other information/documents which may help KVIC in assessing bidder capabilities for award of contract

SECTION-III-FORM-5 (A)
(DESCRIPTION OF BEE HIVES and HIVE TOOLS) (Specification)

Sr. No.	Item	Estimated Quantity	Type of wood	Other conditions	Dimensions of bee box	Remarks
1.	LT hive-Type –“C” <i>Apis mellifera</i> Bee Box with shallow super & 10 frames. Detailed specification enclosed (Table-1)	700	<ol style="list-style-type: none"> 1. Kael/Teak /Toon / seasoned wood body. (Bottom board, Brood chamber, shallow super chamber, inner cover and Top cover. 2. Kael / teak wood 10 frames 3. Entire body in wooden colour paint. 4. Total wood used in construction shall measure 1.5 CFT with super 5. Only well-seasoned wood should be used in the bee hives (boxes) 	<ol style="list-style-type: none"> 1. Stainless steel wire shall be used in wooden frames 2. Nails used in the construction of bee hive shall be of stainless steel only. 3. Hut-Top cover with food graded aluminium sheet fixed on top. 4. One food graded feeder frame 5. Iron stand with rubber paint 6. Ventilator on three sides of the box. 7. Migratory gate (one) 8. Queen gate (one) 9. Ant wells (four) 10. Bottom board and brood chambers should not be nailed together. 	<ol style="list-style-type: none"> 1. Brood chamber: Length 508 mm X width 413 mm X height 242 mm 2. Bottom board: 560 mm X413 mm 3. Inner cover: 508 mm X 413 mm 4. Top cover: <i>hut shaped</i> with food graded aluminum sheet fixed on top. 5. Bee space: 10 mm 	

2.	Tools					
a.	Smoker	70				
b.	Bee veil	70	Cotton			
c.	Hive tool	70				
3.	Honey Extractor (S.S.)	14 Nos.	<i>(304 Food grade Stainless Steel) 04 frame capacity for Apis Mellifera.</i>			

Table -1; Dimensions of Langstroth (10 frames) Apis mellifera hive (mm)

S. No.	Hive parts	Length	W idth	Height	Thickness of wooden board.
1.	Bottom / floor board	560	413	55	55
2.	Brood chamber				
a.	outer	508	412	242	22
b.	Inner	464	368	242	--
3.	Brood Frames				
a.	Top Bar	483	25	--	22
b.	Side bar	232	--	--	10
c.	Bottom bar	448	19	--	10
4.	Shallow Super chamber				
a.	outer	508	413	150	22
b.	Inner	464	368	150	22
5.	Super Frames	480	25	140	22
6.	Inner cover	508	413	--	10
7.	Top cover (inside)	533	432	51	9
8.	Dummy board	448	232	--	10

Important notes:

1. Bee space: 10 mm plus or minus 2MM
2. Wood:
3. Kael /teak /toon /season timber
4. The thickness should be 22mm for top bars and remaining parts of the frame should be 10 mm thickness. The frames on top bar should have grove in the middle inside to holes CF sheet.
5. 10 mm width and 16 mm deep shall be cut in the front and back wall of the super chamber inside at upper side to hold the fram es
6. There shall be groves or notches on two opposite outer faces of the side walls for lifting the super chambers
7. The figure showing its components enclosed

SECTION-III-FORM-5 (B)
(DESCRIPTION OF APIS MELLIFERA LIVE BEE COLONIES)

Sr. No.	Item	Estimated Quantity	Specification for the colonies	Other conditions	Remarks
1.	<i>Apis mellifera</i> Bee colonies (08 Frames)	700	<ol style="list-style-type: none"> 1. Eight disease free <i>Apis mellifera</i> bee frames 2. Six frames of brood 3. Two frames of honey and bee bread (Pollen store) 4. Young & freshly mated queen not less than 3 months of age 	<ol style="list-style-type: none"> 1. The comb frames shall be disease free for two years 2. Colonies may be supplied with respective bee boxes 	

SECTION-III-FORM-6

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Khadi Village Industries Commission (hereinafter called, KVIC) having agreed to exempt (hereinafter called „the said contractor(s)“) from the demand under the terms and conditions of an agreement/Advance Purchase Order No..... datedmade between.....and.....for the supply of..... (hereinafter called “the said agreement ”), of performance security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank).....(hereinafter refer to as “the bank”) at the request of(contractor(s)) do hereby undertake to pay to the KVIC an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by KVIC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the bank)do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the KVIC by reason of breach by the said contractor(s)“ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)“ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of KVIC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the KVIC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KVIC -India under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... (office/Department)
KVIC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE/TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank) further agree with the KVIC that the KVIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the KVIC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the KVIC or any indulgence by the KVIC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the KVIC in writing.

Dated the _____ day of _____ for (indicate the name of bank)

**SECTION-III-FORM -7 SPECIMEN
AGREEMENT**

(To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.)

AGREEMENT

The agreement is made on this day of 2021 between M/s.
Here in referred to as the contractor carrying on the business under the name and style of M/s..... of the one part.

Khadi & Village Industries Commission, acting through the **Director**, herein after referred to as the other part whereas the said contractor has agreed with the **Khadi & Village Industries Commission**, for supply of required items in conformity with the requirements & specifications.

Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

1. The contractor agrees to undertake to supply of Bee boxes, Bee colonies and accessories as referred in Tender No. _____ as per the requirement. This is in respect to their bid letter no. dated _____ at the rates quoted by contractor. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.
2. The supply of Bee Boxes and Bee colonies i.e. which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from to The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty of 0.5 percent (%) of the P.Os shall be imposed for every week's delay or part thereof for a period up to 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another Ten weeks of delay in complying with the date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **The Director**, on behalf of KVIC will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any

6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, KVIC or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Security deposit is liable to be forfeited to the KVIC without any prejudice to any other rights and remedies of KVIC in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the term of the contract including the extended period if any.
8. That the tender schedule, instructions to the bidders and terms and conditions shall also form part of the agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.
9. Payments for each supply shall be made by the respective State Director after due physical verification & confirmation of specification of bee boxes and bee colonies as detailed at Section-III of Form 5 (A) of table 1 & 2 and Section –III of From- 5 (B).
10. A sample / specimen bee box & other equipments may be provided at KVIC office while purchase order is place d with the M/s..... for verification at the time of obtaining the “order” and same shall be adjusted / counted with the supply lot.
11. Any other as per the need.....

In witness whereof, the contractor has set his hand and KVIC has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of
the KVIC
Signature:
Name :
Address :

Signature of the authorized official of
Company/Firm
Signature:
Name :
Address :

WITNESSES

- 1.
- 2.

- 1.
- 2.

SECTION-III-FORM 8

CERTIFICATE OF DECLARATION

I _____ Son/Daughter of _____ /
W/O _____ R/O _____ hereby confirm
and declare that my/our firm/company M/s.....is
not blacklisted/delisted or debarred or on Holiday list with any company of
Private/Public Ltd. or Government Company/Govt. dept. from participating
in the tender as on date.

In case at any stage, it is found that the information given by me is false/
incorrect, KVIC shall have the absolute right to take any action as deemed
fit/ without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name: _____

Position: _____

Date: _____

Annexure-I				
Tentative places for delivery of goods			Type of bee species	Estimate Quantity
Sr. No.	Name of the State	Tentative place for delivery *		
1	2	3	4	5
	Himanchal Pradesh	The exact district wise location of delivery of Bee Boxes & Bee Colonies will be intimated at the time of issuance of Award Letter/Work Order.		
	S.O, KVIC, Shimla		<i>Apis Mellifera</i>	700

Annexure-A
TECHNICAL BID

(in the letter Head of Supplier/Bidder)

APPLICATION FORM FOR TECHNICAL BID

Sub: - Supply of *Apis mellifera* Bee Boxes, live *Apis mellifera* bee colonies, with hive stands and tool kits (tools- smoker; bee veil and hive tool) & honey Extractor as per the Specifications regarding

Sr. No.	PARTICULARS	Supporting Document should be submitted by the Bidder	Details of Documents attached
1.	Name & full postal address of the Manufacture/suppliers.PIN code, STD code, Fax/Tel. No., e-mail ID	Address Proof	
2.	Legal Status of the Organization (Whether Registered Proprietorship Firm / Partnership Firm / Company under Companies Act / Consortium or any other)	Certificate of Legal Status	
3	Certificate of registration of the organization, preference shall be given to organizations registered with KVIC/ MSME/ KVIB/ DIC, etc	Enclosed Registrati on Certificate	
4	TAN & PAN Numbers	Please enclose certified copy	
5	GST No.	Please enclose certified copy	
6	Total No. of Bee Hives /colonies supplied to KVIC & any other organization during last 03 years	If Yes, copy of Work Order	
7	Past Experience in the area of Beekeeping	Copy of Certificate / Award	
8.	Annual Turn Over of last three years	Enclose Chartered Accountant Certified Balance Sheet	
9.	ITR of last three years	Enclose copy of ITR	
10.	Details of Earnest Money Deposit (EMD) deposited through NEFT/RTGS	Bank receipt may enclosed	
11.	Any other information about the agency feels relevant but not covered in the form	-	

For the supply of live *Apis mellifera* bee colonies and *Apis mellifera* Bee Boxes, with hive stands and tool kits (tools- smoker; bee veil and hive tool) & honey Extractor the „Technical Bid“ and „Financial Bid“ should be submitted to the the State Director, KVIC, Shimla (H.P.) .

While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement.

Place:

Signature of Authorized person:

Date:

Name:

Designation:

Seal

Annexure-B
FINANCIAL BID-I

(In Financial cover and in the letter Head of Supplier/Bidder)

FINANCIAL BID FOR APIS MELLIFERA					
S.No.	Name of the Firm :				
	Address				
	Telephone / Mobile No.				
	Email:-				
	Name of the item	Qty. (No.)	Rate quoted F.O.R. at Destination (ref. TOR)	Taxes	Total rate including all taxes
1	Honey Bee Boxes				
	(i) Rate for LT Bee hive- Type – “C” Apis mellifera Bee Box with shallow super 10 frames & Stand With Ants well (As per TOR)	1			
2	Live bee Colonies				
	(i) Apis mellifera (8 frames) (As per TOR)	1			
3	Hive tools (Accessories)				
	(i) Medium size Smokers	1			
	(ii) Hive tool	1			
	(iii) Bee veil	1			

Note: While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement. Since this is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport, and cost of materials.

Place:

Signature of Authorized person:

Date:

Name:
Designation:
seal

Annexure-B
FINANCIAL BID-II

(letter Head of Supplier/Bidder)

FINANCIAL BID FOR HONEY EXTRACTOR (S.S.) FOR APIS MELLIFERA					
S.No.	Name of the Firm :				
	Address				
	Telephone / Mobile No.				
	Email:-				
	Name of the item	Qty. (No.)	Rate quoted F.O.R. at Destination (Ref. TOR)	Taxes	Total Rate including all taxes
1.	Honey Extractor (S.S.), 304 stainless steel 04 frames capacity for Apis mellifera	1			

Note: While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement. Since this is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport, and cost of materials. Taxes etc.

Place:

Signature of Authorized person:

Date:

Name:
Designation:
seal