



खादी और ग्रामोद्योग आयोग
KHADI AND VILLAGE INDUSTRIES COMMISSION
सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय, भारत सरकार
Ministry of Micro, Small & Medium Enterprises, Govt. of India
राज्य कार्यालय / STATE OFFICE – JAIPUR (RAJ.)

No: SOJ/FBI/Honey Mission/2021-22

Date:09.07.2021

Sub : Inviting sealed Tenders, regarding....

Sealed tenders are invited for Selection of suppliers for Apis mellifera Bee boxes (BIS Standard Type-“C”) Hut Type with respective Live bee colonies, Tool kits and Honey Extractor for the State of Rajasthan as per Terms of Reference (ToR) attached herewith.

Attachment: as above.

STATE DIRECTOR



ग्रामोदय, झालाना डुंगरी संस्थानिक क्षेत्र, जे.एल.एन. मार्ग, जयपुर-302004
Gramodaya, Jhalana Dungi Institutional Area, JNL Marg, Jaipur-302004
Email: kvicjpr@gmail.com, Tel: 01489-2707640, Fax:01489-2706969



Terms of Reference (TOR)

For

**Selection of suppliers for Apis mellifera Bee boxes
(BIS Standard Type-“C”) Hut Type with respective
live bee colonies Honey Extractor and tool kits**

“FOR ALL DISTRICTS OF RAJASTHAN STATE”

Cost of the Tender Notice Rs.2000/-

Date of Tender Issue: 09.07.2021

Last date of obtaining the tender: 29.07.2021 by 4.30 PM

Last date of Tender submission: 30.07.2021 by 4.00 PM

Opening of Technical Bids: 02.08.2021 by 11.00 AM

Opening of Financial Bids: 02.08.2021 by 2.30 PM

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 empaneled/registered for supplying both BIS-'A' Apis mellifera Bee boxes (Hut Type) (BIS Standard Type-"C"), Apis Cerana Bee boxes (Hut Type) and Tool Kits with respective live bee colonies to beekeeping trainees under various schemes of KVIC.

1. INVITATION TO TENDER

- 1.1. **State office KVIC, Jaipur** invites bids from eligible suppliers for supply of *Apis mellifera* Bee boxes (Hut Type), live *Apis mellifera* bee colonies, *Apis cerana* Bee boxes (Hut Type), live *Apis cerana* bee colonies with respective hive stands and tools (tools- smoker; bee veil and hive tool) for a period of one 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, GST etc., **for all Districts under the jurisdiction of State Office, Khadi and Village Industries Commission, Jaipur and the all Districts under the jurisdiction of Divisional Office, Khadi and Village Industries Commission, Bikaner** and 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 Tender document may be obtained from the State office, Khadi and Village Industries commission, Gramodya, Jhalana Doongri Institutional Area, Jaipur by paying Rs. 2000/- (Rupees Two Thousands only) through bankers cheque/ NEFT /RTGS /DD drawn in favour of KVIC EST Account payable at "Jaipur" on or before 29.07.2021 Up to 4.30 PM. The Bank details as mentioned below.
 - I. Name of the Bank: State Bank of India
 - II. Branch : Bajaj Nagar, Jaipur
 - III. Account No. : 10125454187
 - IV. IFSC Code : SBIN0003227
- 1.6. The duly completed Tender Document is to reach to State office KVIC, Jaipur at the above address as on 30.07.2021 before 4.00 PM.
- 1.7. The tender document can be obtained from the above said office during the working hours Monday to Friday 10.30 am to 4.30 pm. Telefax: 0141-2707850, or may download the tender documents from KVIC's web site www.kvic.org.in. If, documents downloaded from the KVIC WEBSITE such case the cost of the tender document i.e., Rs. 2000/- shall be submitted along with technical bid through the DD drawn in favour of KVIC EST Account as per details given above of State office KVIC, Jaipur.
- 1.8. Technical Bid and Financial bid should be submitted in two separate envelopes super scribed “**Technical Bid**” and “**Financial Bid**” respectively indicating the subject namely “supply of Bee boxes (Hut Type) and Bee colonies with accessories on each envelop. The Technical Bid would be opened first. The Financial Bid (**to be provided in a separate sealed cover**) 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 and if three technical bids qualify.
- 1.9. The bidder also should provide sample bee box; live colonies; hive stands; tools of *Apis Mellifera* to KVIC Jaipur once bidder is selected for supply of items. The specification of such supplied box and other equipments shall be confirmed by the technicals before issuing work order. This supplied Sample box shall be adjusted /counted against the supply lot.
- 1.10. **Addressed to Contact:** State Director, Khadi and Village Industries commission, Gramodya, Jhalana Doongri Institutional Area, Jaipur-302004 for any clarification at Email: kvicjpr@gmail.com, Tele Phone NO. 0141-2707850.
- 1.11. Technical bids will be opened **on 02.08.2021** at 11.00 AM and Financial bids will be opened at 2.30 PM on the same date at State office Khadi and Village Industries Commission, Jaipur before the Purchase Committee and any interested bidder may attend the bid opening at SO, KVIC, Jaipur.

2 SCOPE OF WORK

2.1 Service: Manufacture & Supply of bee boxes(Hut Type),Colonies 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 one 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 State office Khadi and Village Industries commission-Jaipur to extend it or not.

2.3 Quantity: Estimated quantity of Apis Mellifera Bee Boxes along with painting with paints obtained from Kumarappa National Handmade Paper Institute,Sanganer,Jaipur and tamper proof number on bee boxes with colonies detail of which is given in Section-III Form5(B) required for 2021-22 is about 1000 numbers and also other accessories in the description of Items, however, it should be clearly noted that KVIC shall place the order only as per the actual requirements from time to time. The details mentioned at **Form 5 (A), and 5 (B)**. It may be noted that each five (5) Bee Boxes shall be painted with five(5) different colours.

2.4 Supply Requirements: The supply of items shall be made at various locations in all Rajasthan State within **one month (30 days)** from date of purchase order.

2.5 QUANTITY FOR (Estimated)

2.5.1 *500 number of Apis mellifera Bee Box (Hut Type) with stands for the districts under jurisdiction of State Office, KVIC, Jaipur and 500 numbers of Apis mellifera Bee Box (Hut Type) with stands for the districts under jurisdiction of Divisional Office, KVIC, Bikaner*

2.5.2 *500 numbers Apis mellifera Bee colonies for the districts under jurisdiction of State Office, KVIC, Jaipur and 500 numbers of Apis mellifera Bee colonies for the districts under jurisdiction of Divisional Office, KVIC, Bikaner*

2.5.3 *50 numbers each of smokers; bee veil and hive tool of sets of tools kits for the districts under jurisdiction of State Office, KVIC, Jaipur and 50 numbers each of smokers; bee veil and hive tool of sets of tools kits for the districts under jurisdiction of Divisional Office, KVIC, Bikaner.*

2.5.4 *20 numbers of Honey Extractor(as per specification)*

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 (Hut Type) 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 **all Districts under the jurisdiction of State Office, Khadi and Village Industries Commission, Jaipur and the all Districts under the jurisdiction of Divisional Office, Khadi and Village Industries Commission, Bikaner** within **one month** from date of placing Purchase order. (Copy of Registration certificate as per existing norms, indicating legal status may be enclosed)

3.1.2.2 Having Minimum 3 years of experience in manufacturing 1000 to 2000 bee boxes (Hut Type) Annually .

Or

Having 3 years’ experience in owning and maintaining 500 to 1500 bee colony apiaries.

Or

Having Minimum 3 years of experience in maintaining their own apiaries and procuring Honey from the beekeepers directly, processing and marketing with in minimum annual turnover of Rs. 20.00 lakhs.

3.1.2.3 Bidder should supply both Bee boxes (Hut Type) and bee colonies together to F.O.R. Destinations in the State of Rajasthan 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.

3.1.2.5 Have registration 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)

3.1.2.7 Certificate of declaration (Form 8)

3.1.2.8 Having BIS registration for obtaining BIS mark on the each bee box supplied.

3.1.2.9 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.

3.1.2.10 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. 20.00 lakhs.**

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 (Technical)

- 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 sheet certified by CA

- EMD
 - PAN/Adhar Copy
 - GST Registration
 - Experience of last 03 years for manufacturing of Bee Boxes.
 - Tender document duly signed on each page including form-6&7.
 - CA certified statement showing Annual Turnover of last 03 years
- 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 email. kvicjpr@gmail.com
- 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.
- E. The prospective bidder should keep their offers valid minimum 60 days from the date of tender opening which can be extended further as per requirement.

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 and local News Paper.

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

- 3.5.1** 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.
- 3.5.2** Cost of the tender **Rs. 2000/-** in the form of Demand Draft drawn in favor of KVIC EST Account, payable at Jaipur, as mentioned at point no. 1.5 above.
- 3.5.3** EMD furnished in accordance with clause 3.8 of Section I.
- 3.5.4** Completed in accordance with clause 3.6.
- 3.5.5** Letter of Authorization for attending Bid opening (Form -2) as per Section III.
- 3.5.6** Non-participation of any close relative (Form-3) as per Section III.
- 3.5.7** Agency details as per Form-4 as per Section III
- 3.5.8** Certificate of declaration (Form 8)
- 3.5.9** 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** and the appropriate price schedule furnished 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. The rate shall be quoted in figures as well as in words as per price schedule for all the items given in the schedule of requirement. **BIDS NOT QUOTED FOR ALL THE ITEMS MAY SUMMARILY BE REJECTED.**
- B. Prices will be fixed and inclusive of taxes and statutory duties applicable, packing, forwarding, freight, insurance and other charges as applicable. However the GST if applicable is to shown separately in the Financial bid.
- C. The rates quoted by the selected firm and approved by this office shall remain valid throughout the period of contract of 01 Year from the date of Award of Work 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, Central Office 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, a **EMD of Rs. 48,000.00/- (Rupees Forty Eight thousand Only)** in the form of bankers cheque/ NEFT /RTGS /DD drawn in favour of KVIC EST Account payable at "Jaipur". The Bank details as mentioned below.
 - a. Name of the Bank: State Bank of India
 - b. Branch : Bajaj Nagar Branch, Jaipur
 - c. Account No. : 10125454187
 - d. IFSC Code : SBIN0003227
- B. 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.

- C. The bid security of the unsuccessful bidder will be discharged/returned at the earliest after completion of the tender process.
- D. The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security and no interest on amount shall be paid by KVIC to the successful bidder.

E. 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 in one outer envelope having two separate inner envelope, one containing "**Technical Bid**" and other containing "**Financial Bid**". These two inner envelopes should be superscripted as "Technical Bid" and "Financial Bid" respectively. Both envelopes should have name and address of the bidder put in one big cover.
- B. Technical Bid should contain duly filled cost of tender (Rs. 2000/-), Bid form/EMD form along with demand draft of Rs. 48,000 /-(Rupees: Forty Eight thousand only) (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 & 3.3).
- C. Financial Bid should contain only the duly filled Price Quotation.
- D. All the covers should be superscripted as "**Tender for supply of Bee boxes (Hut Type) and Bee colonies with accessories**".
- E. The bids should be submitted duly sealed and addressed to The Director, State office- KVIC (Khadi and Village Industries commission) Gramodya, Jhalana Doongri Institutional Area, Jaipur- 302004 and sent by Registered post or delivered in person so as to reach the office on or before 4.00 PM of **30.07.2021** on the above mentioned address.

- F. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder unopened.
- G. Envelopes should be wax sealed and if found other means, the bid will be rejected.

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 (Hut Type), bee colony and hive tools. However, if prices for each and every item are not quoted, not-bundled, price offered shall not be accepted, however KVIC is not bound to purchase all/any items quoted in tender and shall issue work order as per its choice/requirement/budgetary provisions/approval from HO.
- 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

3.13 PURCHASER'S RIGHT TO VARY QUANTITIES: Quantity given in the financial bid is approximate. It may likely to vary.

3.14 ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 3.5 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 (Hut Type), Bee colonies and tool kits shall be made by the bidder in accordance with the terms specified by KVIC (as per Form No 5 (A) and Form 5 (B)) in the conditions of contract, should be made within one months from the date of issue of Purchase Order. The supplier shall warrant that the bee boxes (Hut Type) bee colonies and tool kits to be supplied be in full conformity with specifications detailed at Farm No 5 (A) and 5 (B) F.O.R at destination.

3.16.1 In case the delivered bee boxes (Hut Type) 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, numbered tamper proof & coloured with paint produced by KNHPI, Sanganer, Jaipur 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 (Honeybee Mission), if any, 3. Batch or code number, 4. Name of the Manufacturer and 5. Date of Manufacturing. Make sure that all frames are uniform so that it can fit in to all hives.

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) and no interest shall be paid on it.

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 Director, Khadi & Village Industries Commission, Jaipur**. Performance Security is mandatory and no exemption even for agencies registered under Udhog Adhar as MSME units.

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.

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 for the supply of Bee boxes (Hut Type), Bee colonies and Tool Kits on the basis of the accepted rates and terms & conditions will have to be submitted in favor of State Director KVIC- Jaipur.
- 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 good/items have been checked and accounted and there is no damage/shortage in it.
- 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 State Director KVIC- Jaipur.
- F. No payment is admissible for goods rejected.
- G. The prices/rates quoted should be indicated in words as well as in figures and in INR only.

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, Jaipur or may be recovered by KVIC, Jaipur 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 preferable 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 KVIC, State office.
- 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 10 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 60 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 State office-KVIC, Jaipur, then C.E.O KVIC failing which, by arbitration. If it cannot be solved in a friendly manner, then it shall be submitted to the Courts of Mumbai.

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 wherever 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
- 5.13. Late/delayed tenders received in KVIC due to any reason whatsoever will not be accepted under any circumstances.
- 5.14. The tender should sign (not initials) at each page of the tender and all its annexures. No page should be removed/detached from the tender document

Financial Bid

FORMAT FOR FINANCIAL BIDDING ON LETTER HEAD OF BIDDER

Cost in Rs.

Financial Bid					
	Name of the Firm :				
	Address				
	Telephone / Fax NO.				
	Details of registrations				
S.No.	Name of the item	Qty. (No.)	Rate quoted F.O.R. at Destination (ref. ToR)	GST Applicable, If any	Total rate including all taxes
A.					
1.	(i) Rate for BIS LT hive- Type – “C” <i>Apis mellifera</i> Bee Box with shallow super 10 frames (Specification detailed at Section III Form-5A& Table-1)				
2.	<i>Apis Mellifera</i> (8/10) Colony (Specification detailed at Section III Form-5A ,5B &Table-1)				
3.	Hive Stand with specification detailed at Section III Form-5A.				
4.	Medium Size GI Smoker (5A)				
5.	Hive Tool (5A)				
6.	Bee Veil (5A)				
	Total(A)				
B					
7.	Honey Extractor- 20 ltr Stainless Steel Honey Extractor For <i>Mellifera</i> Bee Box BIS Standard Type-‘C’(Four Frame) (Specification detailed at Section III, Form-5A)				
	Total(B)				

SECTION-III -FORM-1

BID FORM /EMD FORM

TENDER NO.KVIC/FBI/BKI-Tender /2021-22/

Date: -----

To,
The Director,
Khadi and Village Industries Commission
Jhalana Doongri Institutional Area
JNL Marg,
Jaipur - 302004

Dear Sir,

1. We, undersigned, offer to supply of 1000 Apis Mellifera Bee Boxes along with painting & writing of number on bee box with tampered proof paint, Bee colonies and Tool Kits 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 60 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 KVIC EST Account or Bank Guarantee

Dated, this Day of 2021

Signature of

In capacity 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

TENDER NO.KVIC/FBI/BKI-Tender /2021-22/

Date: _____

To
The Director,
KVIC, Jaipur

**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. Only one representatives will be permitted to attend bid opening due to COVID-19 restriction and 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 recovered.

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 (Hut Type), Bee colonies and accessories for Khadi & Village Industries Commission, Jaipur as required for Biding.

I the Son of _____/ W/O R/O here by certify that none of my relative(s) is/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.

Signature:

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 (Hut Type)	Remarks
1.	BIS LT hive-Type –“C” Apis mellifera Bee Box (Hut Type) with shallow super & 10 frames. Detailed specification enclosed (Table-1)	1000	<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: hut shaped with food graded aluminum sheet fixed on top. 5. Bee space: 10 mm 	

2.	BIS –Type –“A” bee hive with 8 frames Detailed specification enclosed (Table-5B)	1000	1. Kael/teak / Toon wood body. (Bottom board, Brood chamber, shallow super chamber, inner cover and Top cover. 2. Kael wood 10 frames 3. Entire body in wooden colour paint. 4. Only well-seasoned wood should be used in the bee hives (boxes)	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)	Details of dimensions enclosed as table below	
3.	Tools					
a.	GI Smoker	100	(SS)			
b.	Bee veil	100	Cotton			
c.	Hive tool	100				
d.	Iron painted stand	1000 (AM)	Weight 1.5 Kg iron (painted)			
4.	Honey Extractor-20 ltr	20	Stainless Steel Honey Extractor For Mellifera Bee Box BIS Standard Type-‘C’(Four Frame)	1.The Drum should be Stainless Steel 2.The wire mesh should be of Stainless Steel 3.The centre Rod should be of Stainless Steel 4.The outer should be Stainless Steal 5.It should be designed for the extraction of honey for BIS Standard Type-‘C’ super frames		The Thickness of drum should be maintained.

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

S. No.	Hive parts	Length	Width	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: kael /teak /toon /season timber
3. 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 groove in the middle inside to hold CF sheet.
4. 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 frames
5. There shall be grooves or notches on two opposite outer faces of the side walls for lifting the super chambers
6. 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	1,000	<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) and 02 frames eggs & larva 4. Young & freshly mate 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 (Hut Type) 	

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..... dated.....made 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-India an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by KVIC -India 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-India 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. herein 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 (Hut Type), 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 GST and excise duty freighted.
2. The supply of Bee boxes (Hut Type) 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 / fulfil 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 CEO, 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 (Hut Type) and bee colonies as detailed at Section-III of Form 5 (A) of table 1 & 2 and Section -III of From- 5 (B)
10. 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-India 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: _____