

# सिरमौरमधुमक्खीपालनक्लस्टर

## Sirmour Beekeeping Cluster (SBC)

Tender No. - 03/SBC/2021-22

Date: 01/10/2021

### Terms of Reference (TOR)

For Supply and Installation **Honey Processing Plant (HPP)** capacity 300 kg/8 hours to **Sirmour Beekeeping Cluster (SBC)** to be implemented by **MahilaSamajKalyanSamitiShauga**, Sirmour (H.P.)-173101 (**MAKSAD**) under Scheme of Fund for Regeneration of Traditional Industries (SFURTI) Scheme of Ministry of MSME (GOI)

**Cost of the Tender:** Rs. 2,000/- (Two Thousand only)

1.0	Date of Tender issue	: 01/10/2021
2.0	Last date of Tender Submission	: 21/10/ 2021 by 5:00 PM
3.0	Opening of Technical Bids	: 25/10/2021 by 12:00 Noon
4.0	Opening of Financial Bids (for successful technical bids)	: On suitable time after opening of technical bid

**Background and Scope:-**

The **MahilaSamajKalyanSamitiShauga** Sirmour (H.P.)-173101 (MAKSAD) -335524 is an NGO, registered society under Societies Registration Act 1958. Is an Implementing Agency (IA) for Sirmour Beekeeping Cluster (**SBC**), under Scheme of Fund for Regeneration of Traditional Industries (**SFURTI**) of Ministry of MSME (MoMSME), Government of India.

Khadi and Village Industries Commission (KVIC) is Nodal Agency for SBC

The tender sought the supply following material from Registered/Impaneled supplier/manufacturers to **MAKSAD**

Particulars	Quantity
Supply <b>Honey Processing Plant (HPP)</b> capacity 300 kg/8 hrs. ( Details as per Section – III – Form -5 ) 1. Including Raw honey Processing 2. Packing of Processed honey, Bulk & customized packing 3. Matching Utilities including waste and waste water treatment plant. 4. Laboratory Instruments. 5. Material Handling equipments.	One Set

**1.0 INVITATION TO TENDER**

- 1.1 **MAKSAD** invites bids from eligible suppliers for supply of **HPP**as per the Specifications stated in the tender document.
- 1.2 This is a fixed price contract and therefore, price quotation shall including inter-alia direct and indirect wages, overheads, cost of transport and cost of materials, GST, etc., FOR at Destination. The overhead included installation, insurances and packing cost also.
- 1.3 **MAKSAD** 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, other implied, current& applicable norms/standards and**MAKSAD**/KVIC Standards as detailed.
- 1.4 **MAKSAD 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 tothem.**
- 1.5 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 by paying Rs. 2000 (Rupee Two thousands

only) by NEFT/RTGS/DD payable to **MahilaSamajKalyanSamitiShauga** at Rajgarh District Sirmour(H.P.)-173101or the Bank details as mentioned below.

Name of the Bank:	Punjab National Bank
Name of the Account*	MahilaSamajKalyanSamitiShauga Sirmour (H.P.)-173101
Branch	Rajgarh, district Sirmour (HP)
Account No.	6519000100047157
IFSCCODE	PUNB0651900

- 1.6 The last date for submitting the tender document is up to **21/10/2021**(before 5:00 PM).
- 1.7 The document may downloaded from website / [www.kvic.org](http://www.kvic.org) (NA)and/or [www.leebeeiba.com](http://www.leebeeiba.com) (TA) If documents downloaded from the TA and/or IAwebsite in such case the cost of the tender document i.e. Rs. 2000/- shall be submitted along with technical bid through the DD payable to **MahilaSamajKalyanSamitiShauga** at Rajgarh District Sirmour (H.P.)-173101. Payment can also be made through NEFT/RTGS to the bank details mentioned above;
- 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 HPP” on each envelope. 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 that qualify the technical evaluation and meet the requisite parameters laid down by the **MAKSAD**.
- 1.9 The bidder should also provide Drawings and provide the list of clients to supplier the similar or such plant and machined indicated in **HPP**.
- 1.10 Addressed to contact: The Secretary, **MahilaSamajKalyanSamitiShauga** at Rajgarh District Sirmour (H.P.)-173101for any clarification at email: [maksad\\_org@yahoo.com](mailto:maksad_org@yahoo.com), Mobile No: +91 9459939000, 9805762539, 9411903754 and 7011275647.
- 1.11 Tenders (**Technical Bid**) will be opened on **25/10/ 2021 by 12:00** noon in the office ofMahilaSamajKalyanSamitiShaugaat Rajgarh District Sirmour (H.P.)-173101before the Tender/Purchase Committee; the interested bidder may attend the bid opening.
- 2.0 SCOPE OF WORK**
- 2.1 **Service:** Manufacture, Supply& Installation HPPs as specified in the description of items listed at **Section-III Form 5**

- 2.2 **Period of Contract:** Under normal circumstances the contract shall be valid for a period of TWO months of work/purchase 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 **MAKSAD** 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 **MAKSAD** shall place the order only as per the actual requirements from time to time. The details mentioned at **Form 5**
- 2.4 **Supply Requirements:** The supply of items shall be made at **CFC Mahila Samaj Kalyan Samiti Shauga Sirmour (H.P.)** within 60 days from date of purchase order.
- 2.5 **QUANTITY FOR**
- 2.5.1 *Supply Honey Processing Plant (HPP) capacity 300 kg/8 hrs. with matching capacities of packaging & utilities as per Section – III – Form -5*
- 2.5.2 *AND THE TERMS OF REFERENCE*

## **SECTION 1**

### **3.1 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, supply and installation of **HPP** capacity to supply items as detailed in the above mentioned at “**Scope of Work**” to different locations in the country (India) within two months from date of placing the Purchase order (Copy of Registration certificate as per existing norms, indicating legal status may be enclosed)
- 3.1.2.2 The bidder shall have successfully completed from start to finish during the past 3 years preceding (ending last day of month previous to the one in which applications are invited) Minimum 5 years of experience in manufacturing, supply and installation of **HPP** capacity minimum TWO per annum. Bidder should have good track record and client satisfaction. These details shall be reflected in the balance sheets submitted by the bidder and shall provide 3 to 5 client details for verification.
- 3.1.2.3 The bidder should be able to provide the HPP on Turnkey Basis
- 3.1.2.4 The bidder must have capacity to design and develop HPP in house. It must have all machines, tools, technical knowhow, manpower and capacity to design,

develop, fabricate, supply, install and train about operation to the client. While working so bidder must have comply with current, implied and applicable norms/standards of **legality, quality and safeties**. The onus of compliance to such standards/norms is on the bidder/supplier.

3.1.2.3 Bidder should supply and installation of **HPPF.O.R.** Destinations in the State in due consent of the Sectary **MAKSAD** to the actual required destination.

3.1.2.4 Have been registered with GST(Copy of Registration certificate to be enclosed).

3.1.2.5.1 Have PAN allotted to bidder by IT Department (Copy of PAN card to be enclosed)

3.1.2.5.2 Certificate of declaration (Form 8)

3.1.2.7 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.

3.1.2.8 **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. 25.00 lakhs**.

3.2 **COST OF BIDDING:** The bidders shall bear all costs associated with the preparation and submission of the bid. **MAKSAD** 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 (Not exhaustive)**

- 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
- Price Schedule & Description of items – Form 5
- Performance security guarantee bond – Form 6
- Specimen agreement - Form 7
- Certificate of declaration - Form 8
- Last 3 years Balance sheet and 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 **MAKSAD** in writing by email at [maksad\\_org@yahoo.com](mailto:maksad_org@yahoo.com). **MAKSAD** shall respond to

any request for the clarification of bid document, which it receives not later than 3 days prior to the date of opening of tender.

- D. Any clarification issued by **MAKSAD** 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 up to 60 days from the date of tender opening.

#### 3.4 **AMENDMENT TO BID DOCUMENT**

- A. At any time, prior to the date of submission of bid, **MAKSAD** 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 TA and IA website only.

#### 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** 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 payable to MahilaSamajKalyanSamitiShaugaat Rajgarh District Sirmour (H.P.)-173101 proof of transfer in the accounts details mentioned in clause 1.5

3.5.3 **EMD** furnished in accordance with clause 3.8 of Section-I.

3.5.4 Bid Form (Form-1) and price schedule (Form-5) completed in accordance with clause 3.6 as per Section-I.

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.
- 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 by **MAKSAD** 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 MAKSAD 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 amount (to be calculated on the basis of **Annexure 1**) in the form of Demand draft drawn or Bank Guarantee to the said amount in favor MahilaSamajKalyanSamitiShaugaat Rajgarh District Sirmour (H.P.)-173101 or proof of transfer in the accounts details mentioned in clause 1.5
- B. A bid not secured in accordance with clause 3.8. (A) Shall be rejected by the **MAKSAD** 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 within 15 days.
- D. The security of successful bidder's bid will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security.
- 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 or 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 **MAKSAD** 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 envelopes, 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. The technical bid shall not indicate any financial quotes of the proposed products.
- B. Technical Bid should contain duly filled cost of tender (Rs. 2000/-), Bid form/EMD form along with demand draft of an amount (for EMD See Annexure 1) (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. The bidder should also provide CAD design and provide the list of clients to supplier the similar or such plant and machined indicated in **HPP**.
- D. Financial Bid should contain only the duly filled Price Quotation. Only in BoQ(Bill of Quantity) format.
- E. All the covers should be superscripted as "Tender for"**supply of HPP**".
- F. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder unopened.

### 3.11 BID OPENING

- A. **MAKSAD** shall open bids in the presence of Tender 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 be returned to the bidder without opening it.



### 3.12 EVALUATION & AWARD OF CONTRACT

- A. Contract shall be awarded to the firm(s) offering the lowest price that includes lowest price **HPP** evaluated by the tendering process. Moreover, if prices for each and every item are not quoted, net-bundled price offered shall not be accepted.
- B. **MAKSAD** will award the contract to the tenderer 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, **MAKSAD** 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. **MAKSAD** 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 **ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement of clause 3.14 of Section-I shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event **MAKSAD** may make the award to any other bidder at the discretion of **MAKSAD** or call for new bids.

### 3.14 PERIOD OF VALIDITY OF BIDS

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

**3.15 PURCHASER'S RIGHT TO VARY QUANTITIES:** Quantity given in the financial bid is approximate. Quantity a likely to vary and should be indicated in the actual purchase order.

3.16 **DELIVERY:** The delivery of HPP shall be made by the bidder in accordance with the terms specified by **MAKSAD** (as per Form No 5) in the conditions of contract, should be made within specified time from the date of issue of Purchase Order. The supplier shall warrant that the HPP to be supplied be in full conformity with specifications detailed at Form No F.O.R. at destination.

3.16.1 In case the delivered HPP 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 **MAKSAD**. **MAKSAD** will not be responsible for any loss occurred for this to the Bidder.

#### 3.16.2 Packing & Marking:

3.16.2.1 **Packing:** The HPP or its component must be packed properly so as to 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, 2. Trade Mark (SFURTI), if any, 3. Batch or code or identification number, 4. Name of the Manufacturer and 5. Date of Manufacturing.

## SECTION- II

### 4.0 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 **MAKSAD**.

### 4.2 PERFORMANCE SECURITY/ BANK GUARANTEE

- A. The successful bidder shall be required to deposit an amount equal to **3.0% ( As per Rule 170 of GFR dated 12<sup>th</sup> November,2020 )** 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) to the said amount in favor of **MahilaSamajKalyanSamitiShaugapayable** Rajgarh District Sirmour (H.P.)-173101 or account transfer in the accounts details mentioned in clause 1.5.
- C. Performance Security will be discharged after completion of Contractor's performance obligations.
- D. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for **MAKSAD** 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 the amount of performance security then purchase order will be treated auto 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 for the **HPP** on the basis of the accepted rates and terms & conditions will have to be submitted in favor of Secretary, Mahila Samaj Kalyan Samiti Shaugaa, Rajgarh District Sirmour (H.P.)-173101
- 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 complete HPP, Installation and training of operation staff of the client against bill for the supply made after the good/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 **Secretary, MahilaSamajKalyanSamitiShauga**, payable at Rajgarh District Sirmour (H.P.)-173101
- 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 **MAKSAD** 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 **MAKSAD** makes purchases from outside, the **MAKSAD** 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 **MahilaSamajKalyanSamitiShauga**, payable at Rajgarh District Sirmour (H.P.)-173101 from the bills of bidder.
- C. Quantum of liquidated damages assessed and levied by the **MAKSAD** and decision of the **MAKSAD** 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 **MAKSAD** 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 **MAKSAD**.
- 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, **MAKSAD** reserves the right to blacklist the agency/contractor from further participation in any of **MAKSAD** tenders/contracts. The decision of **MAKSAD** shall be final in this regard.

#### 4.7 **TERMINATION FOR INSOLVENCY:** **MAKSAD** 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 **MAKSAD** 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 Secretary **MAKSAD** then KVIC (NA) failing which, by arbitration. If it cannot be solved in a friendly manner, then it shall be submitted to the Courts of Rajgarh. Distt. Sirmour ( HP )
- 5.0 **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 **MAKSAD** and/or KVIC (NA), 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 **MAKSAD** reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with **MAKSAD**.
- 5.4 **MAKSAD** 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.
- 5.4 Conditional bid will not be accepted.
- 5.5 **MAKSAD** 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.
- 5.6 **MAKSAD** 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.

- 5.7 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.
- 5.8 If the item supplied by the bidder is not found satisfactory or not conforming to the specification, **MAKSAD** 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.
- 5.9 Prices shall remain fixed and valid during the period of contract.
- 5.10 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
- 5.11 Late/delayed tenders received in **MAKSAD** due to any reason whatsoever will not be accepted under any circumstances.
- 5.12 The tenderer should sign (not initials) at each page of the tender and all its annexure. No page should be removed/detached from the tender document.

Technical bid for supply of HPP: Name & address of the institution:

S. No.	Particulars	Details may be given & documents must be enclosed with TOR.
1	Name of Registered company/firm / SSI Unit registered with MSME/NGO/ Cooperative Society /PMEGP/REGP Units of KVIC / KVIB engaged in manufacturing HPP, having capacity to supply items	
a.		
b.	Copy of Registration certificate as per existing norms indicating legal status may be enclosed.	
c.	Copy of Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case maybe	
2.	Minimum 5 years of experience in manufacturing, supply and installation of HPP capacity minimum TWO per annum	
	List of clients of supply the HPP, with address and contacts	
	The bidder proof of capacity to design and develop HPP in house. It must have all machines, tools, technical knowhow, manpower and capacity to design, develop, fabricate, supply, install and train about operation to the client.  List of current, implied and applicable norms/standards of legality, quality and safeties followed while design and development of HPP	
3.	Consent letter for supply of HPP F.O.R. Destinations in the state with installation and other applicable costs including training of staff and others	
4	GSTN no. (Copy of registration certificate to be enclosed).	
5	PAN allotted to bidder by IT Department. I.T return of last three years. (Copy of PAN card to be enclosed)	
6	Certificate of declaration (Form 8)	
7	Client certificate in support of such completed works. Besides, other required details of having minimum infrastructure facility, machineries, technically competent manpower etc.	
8	Minimum average annual turnover of the bidder during last three years ending 31 <sup>st</sup> March of the previous financial year should be at least <b>Rs. 25.00 Lakhs</b> (last three years Balance sheet should be provided)	
9	Tender amount	
10	Bid Form/EMD form – Form 1	
11	Letter of authorization for attending bid opening – Form 2	
12	Certificate for Non-Participation of near relative – Form 3	
13	Agency details – Form 4	
14	Performance security guarantee bond – Form 6	
15	Specimen agreement- Form 7	
16	Certificate of declaration –Form 8	
17	Last three years balance sheets	

Signature of the bidder

**SECTION -III: FORM 1**

**BID FORM /EMD FORM**

Tender No. 02/SBC/2021-22

Date:

To,

**The Secretary**

MahilaSamajKalyanSamitiShauga (MAKSAD),  
PO ShayaChabron, Tehsil Rajgarh,  
District Sirmour (H.P.) -173101

Dear Sir,

1. We, undersigned, offer to supply and installation HPP of 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 5 % 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.

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 MahilaSamajKalyanSamitiShauga (MAKSAD)or Bank Guarantee.

Dated this ..... Day.....of..... 2021

Signature of

In capacity of (Name & Designation)

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.

Date:

To,

**The Secretary  
MahilaSamajKalyanSamitiShauga (MAKSAD),  
PO ShayaChabron, Tehsil Rajgarh,  
District Sirmour (H.P.) -173101**

**Subject: -** Authorization for attending bid on ....., opening on the Tender for Supply .....

\*\*\*\*\*

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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 recovered.





**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:

GSTN:

Address of show room:

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 **MAKSAD/KVIC** in assessing tenderer's capabilities for award of contract

<b>SECTION-III-FORM-5</b>
<b>Honey Processing and Packing Plant Sirmour Beekeeping Cluster (Himachal Pradesh)</b>
<b>Plant &amp; Machinery for Honey Processing Plant Capacity 300 kg/Batch (8 Hour)</b>

S.No	Processing Section	Qty.
1.	Honey Liquefier suitable for 300 kg honey Jacketed. Hot water heating 12 kw / 220 volts , Agitator motor driven ,	1
2.	In line bag filter	1
3.	Vacuum type moisture reducer with vacuum vessel , vapor cooler , vapor collection tank , sight glass , temperature meter , vacuum gauge , Air release valve , discharge valve ,inter connecting pipes & fittings. CIP System fitted	1
4.	Finished honey tank 300 kg	1
5.	Mixing Kettles, fitted with motor,Stirer , 225 Ltr	1
6.	Air Curtains	1
7.	Para flow lines, valves, motors, pumps, VFDs, electrical	1
8.	Change room Fitting and Fixtures	1
9.	SS Table	2
10.	Locker racks20 -25 Pots	1
	<b>Packing section</b>	
1.	Volumetric filler single head, diving Nozzle	1
2.	Day balance tank 300 kg	1
3.	Bottle washer ( Air )	1
4.	Hot air tunnel	1
5.	Inspection light	1
6.	Capping machine ( Screw / Lug / ROPP )	1
7.	Shrink tunnel	1
8.	Air conditioner 2.0 tr	1
9.	Conveyor system with VFD	1
10.	Manual Printing or coding Machine	2
11.	Working Table SS 304	3
12.	Lighting	Lot
13.	Air Curtains	2
	<b>Honey Storage , Marketing &amp; Distribution Centre.</b>	
1.	Plastic Bucket Food Grade	2000
2.	Pallets	40
3.	Storage Rack System	1
4.	M S Barrels Epoxy Coated, 210 Ltr	15

5.	Weighing balance	1
	<b>Laboratory</b>	
1.	Refractrometer.	1
2.	Color Meter	1
3.	Water Bath	1
4.	Hot Air oven.	1
5.	Elisa Manual Tester	1
6.	Working Tables with fitted accessories	set
	<b>Utility Section.</b>	
1.	ETP 500 Ltr per day ( Chemical treatment plant )	1
2.	Bore well system for captive water supply.	1
3.	Raw water Tank, 5000Ltr	1
4.	Air Compressor	1
5.	Pressure washer	1
6.	RO Water System, 500 Lts/Hr	1
7.	RO Water Tank 2000 Ltr	1
8	Platforms or support structures for installation of machine, tank etc.	1

	<b>Material Handling</b>	
1	Hand pallet truck	2
2	Drum Tilter	1

**Notes :-**

1. Prices should be including of all change parts, taxes, packing & forwarding, transportations, Erection, commissioning and training etc.
2. The technical bid must include engineering / technical drawings of the machines / equipment. The HPP must conform to current, implied and applicable norms/standards of legality, quality and Food & General Safeties

**SECTION-III-FORM-6**  
**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the Mahila SamajKalyanSamitiShauga (MAKSAD), PO ShayaChabron, Tehsil Rajgarh, District Sirmour (H.P.) -173101(hereinafter called **MAKSAD**) having agreed to exempt [hereinafter called 'the said contractor(s)'] from the demand under the terms and conditions of an agreement/Advance Purchase OrderNo.....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 **MAKSAD** an amount not exceeding..... against any loss or damage caused to or suffered or would be caused to or suffered by **MAKSAD** 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 herebyundertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **MAKSAD** 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 **MAKSAD** 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 **MAKSAD** 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 forpaymentthere 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 **MAKSAD** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged until ..... (office/Department)

**MAKSAD** 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 **MAKSAD** that the **MAKSAD** 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 **MAKSAD** 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 **MAKSAD** or any indulgence by the **MAKSAD** 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 **MAKSAD** 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 ---- day of ----- 2021 between... .. herein referred to as the contractor carrying on the business under the name and style of M/s ..... of the one part.

**MAKSAD**, acting through the **Secretary**, herein after referred to as the other part whereas the said contractor has agreed with the **MAKSAD**, 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 HPP as referred in Tender No. **02/SBC/2021-22** 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 HPP 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 Secretary** on behalf of **MAKSAD** 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 **Secretary, MAKSAD** 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 **MAKSAD** without any prejudice to any other rights and remedies of **MAKSAD** 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 Secretary;**MAKSAD** (I.A.) after due physical verification & confirmation of specification of HPP detailed at Section-III of Form 5 of table 1 & 2.
10. Any other as per the need.....

In witness whereof, the contractor has set his hand and **MAKSAD** 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 <b>MAKSAD</b> Signature: Name : Address :	Signature of the authorized official of (Bidder)
---	---

**WITNESSES**

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |



**SECTION-III-FORM 8**

**CERTIFICATE OF DECLARATION**

I .....Son of ..... R/O..... hereby confirm and declare that my/our firm/companyM/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, **MAKSAD** 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:.....  
.



**BID FEE & EMD FEE DETAILS**

Tender No.

Date:

To,

**The Secretary**

MahilaSamajKalyanSamitiShauga (MAKSAD),  
PO ShayaChabron, Tehsil Rajgarh,  
District Sirmour (H.P.) -173101

Dear Sir,

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 Tender fee for INR 2000 wide NEFT/RTGS/Transfer details REF NO ..... through .....dated .....

Along with the bid, we have submitted EMD for INR ..... Wide NEFT/RTGS/Transfer details REF NO ..... through .....dated .....

Organization.....

Name:

Position:

Date:

**There is no remission of EMD and/or Bid Fee to any organization except those registered with MSME Udyog Aadhar.**

**Annexure 1.**  
**Earnest Money Deposit (EMD)**

**Case 1:** Bidding for complete plant HPP including all the items mention in FORM 5 and table below (all the items together S. No. 1 to 3 mentioned below in the table)  
: **Rs1, 00,000** (Rupee one lakhsonly)

**Case 2:** Bidding for HPP in part/sections wise and item-wise as per FORM 5 and table below; Honey Extractor only (Item in S. No. 3 belowmentioned below in the table)  
: **Two percent** (2.0%) of the bidding amount or **Rs. 25000** (Twenty five thousand only or whichever is higher)

Particulars	Quantity
Supply <b>Honey Processing Plant (HPP)</b> capacity 300 kg/8 hrs. 1. Including Raw honey Processing 2. Packing of Processed honey, Bulk & customized packing 3. Matching Utilities including waste and waste water treatment plant. 4. Laboratory Instruments. 5. Material Handling equipments.	One Set

There is no remission of EMD and/or Bid Fee to any organization except those registered with MSME UdhdyogAadhar.