

Expression of Interest (EoI)

Indian Institute of Entrepreneurship invites quotation in sealed cover from intending Bee-Keeping Cooperative Societies/Registered Societies/Common interest Groups of Bee Keepers/Firms/Registered companies for supply of honey bee colonies along with bee boxes (ISI standard) including transportation cost to Diyun, Arunachal Pradesh.(Offers only box or combined offer of separate suppliers of colonies and boxes will not be accepted. They must deliver the entire unit at a time. Interested parties are requested to submit the sealed quotations on or before 30/01/2017 by 5.30 PM. The sealed envelope should be super scribed with “Quotation for supply of Bee Colonies & Boxes”. The details are available in the website www.iie.gov.in.

INTRODUCTION

- 1.1 This Standard EoI Document has been prepared for use by contract parties
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to EoI and in the special conditions of contract. The final documents to be provided to the parties should not have blank spaces or give Options.
 - (b) The Instructions to parties and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to parties.
- 1.3
 - (a) Information contained in the Invitation to EoI shall conform to the data and information in the EoI documents to enable potential parties to decide whether or not to participate and shall indicate any important EoI requirements.
 - (b) The Invitation to EoI shall be issued as an advertisement in accordance with the regulations in the news paper as well as in the IIE website.

SECTION I INVITATION TO EoI

DATE _____

EoI NAME: Supply and delivery of beehives and bee keeping Equipments

- 1.1 The INDIAN INSTITUTE OF ENTREPRENEURSHIP invites sealed application form from eligible candidates for supply of and delivery of beehives and bee keeping equipment
- 1.2 Interested eligible candidates may obtain further information from and EoI documents in IIE website “www.iie.gov.in”
- 1.3 Completed documents are to be enclosed in sealed envelopes marked with “EoI for supply and delivery of beehives an bee keeping equipments” and to be sent to “The Director, Indian Institute of Entrepreneurship, Lalmati, Basistha Chariali, Guwahati-29, Assam so as to be received on or before 30/01/2017.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Diyun Circle, Changlang dist., Arunachal Pradesh.

SECTION II - INSTRUCTIONS

2.1 Eligibility

- 2.1.1 This Invitation for parties is open to all eligible as described in the Invitation to EoI. Successful partners shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the EoI.
- 2.1.3 The EoI shall provide the qualification information statement that the parties (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for EoIs.
- 2.1.4 Parties shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods :

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the parties.

2.3 Cost of EoI :

2.3.1 The Parties shall bear all costs associated with the preparation and submission of its EoI, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EoI process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The EoI Document

2.4.1 The EoI document comprises the documents listed below :

- (i) Invitation to EoI
- (ii) Instructions to parties
- (iii) General Conditions of Contract
- (iv) Schedule of requirements
- (v) Specifications
- (vi) EoI Form and Price Schedules

2.4.2 The EoI is expected to examine all instructions, forms, terms, and specifications in the EoI documents. Failure to furnish all information required by the EoI documents or to submit a EoI not substantially responsive to the EoI documents in every respect will be at the parties risk and may result in the rejection of its EoI.

2.5 Clarification of Documents

2.5.1 A prospective parties requiring any clarification of the EoI document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to EoI. The Procuring entity will respond in writing to any request for clarification of the EoI documents, which it receives not later than seven (7) days prior to the deadline for the submission of EoI, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective partues that have received the EoI documents.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of EoI, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective EoI, may modify the EoI documents by amendment.
- 2.6.2 All prospective candidates that have received the EoI documents will be notified of the amendment in writing or by post and will be binding on them.

2.7 Language of EoI

- 2.7.1 The EoI prepared by the parties, as well as all correspondence and documents relating to the EoI exchange by the parties and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the parties may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the EoI, the English translation shall govern.

2.8 Documents Comprising of EoI

- 2.8.1 The EoI prepared by the parties shall comprise the following components
- (a) a completed EoI Form and a Price Schedule .
 - (b) documentary evidence established in accordance with EoI .
 - (c) documentary evidence established for the goods and ancillary services to be supplied by the party are eligible goods and services and conform to the EoI documents.

2.9 EoI Forms

2.9.1 The parties shall complete the EoI Form and the appropriate Price Schedule furnished in the EoI documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 EoI Prices

2.10.1 The party shall indicate on the appropriate Price Schedule the unit prices and total EoI price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the parties shall be fixed during the party's performance of the contract and not subject to variation on any account.

2.10.4 The validity period of the validity shall be 60 days from the date of opening of the EoI.

2.12 Parties Eligibility and Qualifications

2.12.1 The parties shall furnish, as part of its EoI, documents establishing the parties eligibility to EoI and its qualifications to perform the contract if its EoI is accepted.

2.12.2 The documentary evidence of the parties eligibility to EoI shall establish to the Procuring entity's satisfaction that the parties, at the time of submission of its EoI,

2.12.3 The documentary evidence of the parties qualifications to perform the contract if its EoI is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a parties offering to supply goods under the contract which the parties did not manufacture or otherwise

produce, the parties has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (b) that the parties has the financial, technical, and production capability necessary to perform the contract;

2.13 Goods Eligibility and Conformity to EoI Documents

2.13.1 The parties shall furnish, as part of its EoI documents establishing the eligibility and conformity to the EoI documents of all goods which the parties proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 List giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

2.15 Validity of EoIs

2.15.1 EoIs shall remain valid for 30 days or as specified in the Invitation to EoI after the date of EoI opening prescribed by the Procuring entity

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Parties's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.16 Format and Signing of EoI

2.16.1 The Procuring entity shall prepare two copies of the EoI, clearly marking each “ORIGINAL EOI” and “COPY OF EOI,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the EoI shall be typed or written in indelible ink and shall be signed by the parties or a person or persons duly authorized to bind the parties to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the EoI. All pages of the EoI, except for unamended printed literature, shall be initialed by the person or persons signing the EoI.

2.16.3 The EoI shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the parties, in which case such corrections shall be initialed by the person or persons signing the EoI.

2.17 Sealing and Marking of EoIs

2.17.1 The Parties shall seal the original and each copy of the EoI in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall be addressed to the Procuring entity at the address given in the Invitation to EoI:

2.17.3 The inner envelopes shall also indicate the name and address of the parties to enable the EoI to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required, the Procuring entity will assume no responsibility for the EoI’s misplacement or premature opening.

2.18 Deadline for Submission of EoIs

2.18.1 EoIs must be received by the Procuring entity at the address specified and within the specified duration.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of EoIs by amending the EoI documents, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of EoIs

2.19.1 The parties may modify or withdraw its EoI after the EoI's submission, provided that written notice of the modification, including substitution or withdrawal of the parties, is received by the Procuring Entity prior to the deadline prescribed for submission of EoIs.

2.19.2 The Parties's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of EoIs.

2.19.3 No EoI may be modified after the deadline for submission of EoIs.

2.19.4 No EoI may be withdrawn in the interval between the deadline for submission of EoIs and the expiration of the period.

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the parties and on request give its reasons for termination within 15 days of receiving the request from any parties.

2.20 Selection

2.20.1 The Procuring entity will examine all EoIs in “Indian Institute of Entrepreneurship, Guwahahai Assam

2.20.2 The selected party name and other details as the Procuring entity, at its discretion, may consider appropriate, will be notified.

2.21 Clarification of EoIs

2.21.1 To assist in the examination, evaluation and comparison of EoIs the Procuring entity may, at its discretion, ask the parties for a clarification of its EoI. The request for clarification and the response shall be in writing, and no change in the prices or substance of the EoI shall be sought, offered, or permitted.

2.21.2 Any effort by the parties to influence the Procuring entity in the Procuring entity’s EoI evaluation, EoI comparison or contract award decisions may result in the rejection of the parties’ EoI.

2.22 Evaluation and Comparison of EoIs

2.22.1 The Procuring entity will examine the EoIs to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the EoIs are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its EoI will be rejected.

2.22. compare the EoIs.

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2.22.4 The EoI evaluation committee shall evaluate the EoI within
T 30 days of the validity period from the date of opening the EoI.

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2.22.5 A parties who gives false information in the EoI document
p about its qualification or who refuses to enter into a
r contract after notification of contract award shall be
o considered for debarment from participating in future public
c procurement.

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2.23 Award of Contract

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g (a) Post-qualification

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n 2.23.1 In the absence of pre-qualification, the Procuring entity will
t determine to its satisfaction whether the parties that is selected
i as having submitted the lowest evaluated responsive EoI is
t qualified to perform
y the contract satisfactorily.

(b) Award Criteria

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2.23.1 The Procuring entity will award the contract to the
s successful parties(s) whose EoI has been determined to be substantially
r responsive and has been determined to be the lowest evaluated EoI,
p provided further that the parties is determined to be qualified to
p perform the contract satisfactorily.

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2.24 Notification of Award

2.24.1 Prior to the expiration of the period of EoI validity, the Procuring entity will notify the successful parties in writing that its EoI has been accepted.

2.24.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.25 Signing of Contract

2.25.1 At the same time as the Procuring entity notifies the successful parties that its EoI has been accepted, the Procuring entity, incorporate all agreements with the selected party.

2.25.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.25.3 Within thirty (30) days of receipt of the Contract Form, the successful party shall sign and date the contract and return it to the Procuring entity.

2.26 Corrupt or Fraudulent Practices

2.26.1 The Procuring entity requires that parties observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among parties (prior to or after EoI

submission) designed to establish EoI prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.26.2 The procuring entity will reject a proposal for award if it determines that the parties recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the parties, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the parties under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the parties is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Parties’ means the individual or firm supplying the Goods under this Contract.

3.2 Standards

3.2.1 The Goods supplied under this Contract shall conform to the standards Specifications.

3.3 Use of Contract Documents and Information

- 3.3.1 The parties shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the parties in the performance of the Contract.
- 3.3.2 The parties shall not, without the Procuring entity's prior written consent, make use of any document or information .
- 3.3.3 Any document, other than the Contract itself, enumerated shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Parties's performance under the Contract if so required by the Procuring entity

3.4 Inspection and Tests

- 3.4.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the parties in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.4.2 The inspections and tests may be conducted in the premises of the parties or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the parties or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.4.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the parties shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.4.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected,

tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.4.5 Nothing shall in any way release the parties from any warranty or other obligations under this Contract.

3.5 Packing

3.5.1 The parties shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.6 Delivery and Documents

3.6.1 Delivery of the Goods shall be made by the parties in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.7 Payment

3.7.1 The method and conditions of payment to be made to the parties under this Contract shall be specified in Special Conditions of Contract

3.7.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.8 Prices

3.8.1 Prices charged by the parties for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the parties in its EoI.

3.8.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9 Assignment

3.9.1 The parties shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.10 Termination for default

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the parties, terminate this Contract in whole or in part

- (a) if the parties fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the parties fails to perform any other obligation(s) under the Contract.
- (c) if the parties, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.11 Liquidated Damages

3.11.1. If the parties fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the parties may consider termination of the contract.

3.12 Resolution of Disputes

3.12.1 The procuring entity and the parties shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.12.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

4.1 SPECIFICATIONS

General

4.1.1 These specifications describe the requirements for goods. Parties are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

4.1.2 Parties must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

4.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

4.1.4 The parties are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

4.2 PRICE SCHEDULE FOR GOODS

Name of parties _____ EoI Number _____ Page _____ of _____

1	2	3	4	5	6
Item	Description	Quantity	Unit price	Total Price	Remarks (if any)

Signature of parties _____

4.3 STANDARD FORMS

FORM OF EOI

Date _____
EoI No. _____

To: _____

[name and address of procuring entity]

Sir/Madam,

1. Having examined the EoI documents Nos.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission *scription*) in conformity with the said EoI documents for the sum of
(total EoI amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this EoI.

2. We undertake, if our EoI is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this EoI for a period of *[number]* days from the date fixed for EoI opening of the Instructions to parties, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This EoI, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

5. We understand that you are not bound to accept the lowest or any EoI you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign EoI for an on behalf of _____

4.4 SUPPLY AND DELIVERY OF BEEHIVES AND BEEKEEPING EQUIPMENT

SI No	Particulars	Rate
	Wooden, good quality bee Hive with inner cover and Super	Per Unit
	Hive stand	Per Unit
	BEE COLONY	
	Four Frame Honey Bee Colony	Per Unit
	Eitght frame Honey Bee Colony without box	Per Unit
	HONEY EXTRACTOR	
	Four Frame Honey Extractor (Stainless Steel)	Per Unit
	TOOL KIT SET	
	Smoker	Per Unit
	Bee Gloves	Per Unit
	Bee Vail	Per Unit
	Hive Tool	Per Unit
	Bee Brush (Large)	Per Unit
	Bee Brush (Small)	Per Unit
	Queen Gate	Per Unit
	Comb foundation sheet	Per Unit
	Uncapping Knife (Stainless Steel)	Per Unit