

HARYANA LIVESTOCK DEVELOPMENT BOARD

Pashudhan Bhawan, Bays No. 9-12, Sector-2, Panchkula

Website- pashudhanharyana.gov.in

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STANDARD BIDDING DOCUMENT

Establishing Facility for Production of 20 Lakh Sex Sorted Frozen Semen Doses of Bovines, in 04 years at Hisar

TENDER NO: HLDB/SSF/2018-2019/52

Estimated cost of Tender Rs.135 Crore

**Issued by
Managing Director,
Haryana Livestock Development Board,
Sector- 2, Panchkula, (Haryana)
e-mail: hldb-hry@nic.in
Phone: +91 172 2574663-4; 2580338**

Online tenders are invited in two stage bid system i.e. Technical Bid and Financial Bid for Procuring Services/Rate Contract for 04 years as per the details given below in Schedule-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	1/2018-19
2	Superscribed No. of Tender.	HLDB/ SSF/2018-19/52
3	Online submission of EMD, Tender fee & e-Service Fee Through Net Banking, Debit card, RTGS and NEFT <i>(In case of above, the bidder has to pay Tender Fee & e-Service Fee Through Net Banking and Debit card as per the given date & time schedule)</i>	On or before 08.04.2019 Up to 2:00 P.M.
4	Pre-bid meeting	15.03.2018 at 11:00 AM
5	On line Bid Preparation & submission.	Upto 10.04.2019 upto 02:00 P.M.
6	Date & time of opening of Technical Bids/s.	On or after 10.04.2019 at 02:30 P.M.
7	Date & time of opening of Financial Bids/s	To be decided later on
8	Tender Fee:	Rs. 5000/-
9	Earnest Money Deposit (EMD) required:	Rs. 2,00,000/-
10	Performance Security	5% of the value of the supply order of 1st Year
11	E-Service Fee	Rs. 1000/-
12	Rates to be kept valid for acceptance upto:	31.12.2019

Brief Description of Procuring Services/Rate Contract for 04 years:

Sr. No.	Description of Services	Quantity	Place of Execution of the Services	Approximate Cost
1	Establishing Facilities for Production of Sex Sorted Frozen Semen Doses of Bovines	Twenty Lakh Sex Sorted (Female) Frozen Semen straws during Four years rate contract basis	Frozen Semen Station Govt. Livestock farm Sector- 2 Hisar, Haryana (India).	Approximate Cost of Project Rs. 135 crore (Rupees One Hundred Thirty Five Crore)

1. Background

Haryana State is excelling in milk production in the country. In spite of having lower population of milch animals than many other States, By the extensive use of Artificial Insemination technique. The state has three 'A' graded Frozen Semen Stations which have produced on an average 39.2 Lac frozen semen straws in the year 2015-16 (9.03 Lacs cows & 30.17 Lacs buffaloes), 35.47 Lacs straws in the year 2016-17 (10.54 Lacs cows & 24.93 Lacs buffalos) and 43.16 Lacs straws produced in the year 2017-18 (11.73 Lacs cows & 31.40 Lacs Buffalo). Out of which 32.71 Lacs Artificial Insemination were performed (9.16 Lacs cows & 23.55 Lacs Buffaloes) in year 2015-16 and 31.88 Lacs Artificial Insemination were performed (8.69 Lacs cows & 23.19 Lacs buffaloes) in the year 2016-17, 39.86 Lacs Artificial Insemination were performed (10.15 Lacs cows & 29.71 Lacs buffaloes), out of the above Artificial Insemination done 12.71 Lacs calves (3.68 Lac cows & 9.03 Lacs buffaloes), 12.46 Lacs Calves (3.58 Lac cows & 8.88 Lacs buffaloes) and 12.33 Lacs calves (3.44 Lacs cows & 8.89 Lacs buffaloes) have been born in the year 2015-16, 2016-17 & 2017-18 respectively.

2. Though this technique has resulted in a total increase in milk yield as well as per capita increase in the availability of milk yield but the increase in the milk production has not resulted in a faster pace as was required.

In the mean time, many new techniques have come into play by the use of which either one of them individually or many of them in combination are useful for the propagation of high quality Germplasm in a shorter period resulting into higher milk production via low population. We need to look into them and apply them into the State & Country for developing the milk animals for doubling the income of the

farmer in the shortest period and phasing out the male population simultaneously. Use of Sex Sorted Semen Doses for Artificial Insemination is one of them.

In any breeding programme and as per law of the nature, sex ratio of the progeny born is almost 50:50. Due to extensive mechanization of agricultural operations and auto- revolution in the past few decades, the male progeny has lost its traditional role for draught and other agricultural operations. In the absence of exit window because of our socio-religious beliefs, ethical and legal compulsions, these males are serving no useful purpose and are rather a burden for the farmers as well as for the society. Most of these are left to defend themselves and end up roaming as stray animals on streets and roads. In addition to being a traffic nuisance resulting in road accidents, the stray cattle continue to injure the citizens and in particular, elderly persons and children. Farmers have been demanding sexed semen at every platform to stop the male progeny from being born except to elite females as future breeding bulls. The novel technology for Sex sorting of bovine semen has provided a dream- cum- true tool to mitigate the menace of stray cattle as well as to increase the proportion of “in-production females” leading to higher production with faster genetic improvement. The technology has the potential to revolutionize dairy farming in India. Realizing the great significance and huge economic benefits of this 4th generation technology for the farmers, the Govt. of Haryana through Haryana Livestock Development Board has decided to establish in situ facilities for sex sorting of bovine semen at its Semen Station, Hisar. The Semen Station is well placed to absorb/ adopt newer technologies and has been awarded “A” grade by the Central Monitoring Unit, Govt. of India for the last four consecutive terms.

2. Objective & Expected Results:-

The State Government of Haryana through Haryana Livestock Development Board wishes to engage an identified service provider engaged in sex sorted semen production to create facilities to sort semen at its semen station located at Hisar from raw semen ejaculate harvested from cattle (including native breeds) and buffalo bulls of its pool (FSS Hisar) to produce semen doses having gender specified sperms (either X- or Y- bearing chromosomes) or the service provider may bring in his own bulls (Cows/buffalos) by following all the Govt. norms & MSP's.

The specified objectives include:-

1. To produce sex sorted frozen semen straws from raw ejaculate harvested from cattle (including native breeds) and buffalo bulls either of the state or of their own as mutually agreed upon by both the parties. With the following specifications:
 - a. Purity of Primary gender: Not less than 90% (should be supported by appropriate laboratory tests).
 - b. Sperm Concentration Pre-freeze per straw: Not less than 2.1 million Motile cells per dose. Post thaw sperms concentration:- not less than 1.05 million motile live spermatozoa 3hrs post thaw incubation, per dose.
 - c. Packed in 0.25 ml French Mini straw.
 - d. Post thaw motility: Progressive motility of minimum 50% at 0 hrs and 30% at 3 hr post thaw incubation.
 - e. Intact Acrosomes: Greater than or equal to 50%
 - f. Field conception rates across herds not less than 92% of the conventional semen under similar conditions.
2. To create production facilities for sex sorted semen at Hisar and to meet the production target of Sex Sorted Semen as given at point No.4 under Logistics and Timeline.
3. To promote the use of sex sorted semen in the state/country.

3. Scope of the work

The services provider will carry out sorting of semen to produce sex sorted semen doses of desired sex from raw semen of cattle (including native breeds) and buffalo bulls of the HLDB as well as their own. Whereas the semen station located at Hisar will provide raw ejaculate of specified specification of the service provider or the service provider will collect the semen from his own bulls also. The sex sorted semen shall also include sexed semen for the scope of this document.

3.1 Scope of the work of service provider

The service Provider will:

1. Set up and maintain a sex- sorting semen laboratory with the necessary equipment at its own cost to meet the production target of Sex Sorted Semen given by HLDB
2. Hire train and compensate the appropriate personnel necessary for the purpose of processing of sorted semen; from the Animal Husbandry & Dairying Department, Haryana/LUVAS/HLDB through HLDB.
3. Put in place an appropriate information system to evaluate the semen sorting process objectively; and
4. Make available Sex-sorted semen straws of required specification and numbers as mentioned under the objective and expected results.
5. Service provider will specify whether he is willing to transfer the technology or not (Yes/No) and if yes an undertaking to that effect is

important. Preference will be given to the firm willing to transfer technology.

6. The service provider must share quality control SOP under non-disclosure agreement with the tendering agency. The QC Process should be on independent test mechanism preferably on DSPCR.
7. The Producer should indicate whether it agrees to third party QC evaluation under producer SOP or not.

3.2 Scope of the work of Indenting Department:

1. Provide adequate space as per the specifications provided by the service provider to accommodate their equipment and be responsible for:
 - Frozen semen sex sorted lab Supply of Liquid nitrogen requirements for the lab on cost basis
 - All maintenance and upkeeps of the laboratory, including liquid and solid waste disposal.
2. Make available to the laboratory uninterrupted supply of water, electricity, internet, telephone connection, general air conditioning, and temperature controlled storage room for consumables. However, the maintenance and the recurring cost thereon will be responsibility of the service provider/agency.
3. Provide raw ejaculate of bulls meeting the following specifications;
 - Minimum motility of 70% as evaluated under microscope.
 - Microscopic evaluation for abnormalities (maximum allowed);
 - Primary abnormalities (head deformities); 15%
 - Secondary abnormalities (mid piece and tails); 15%
 - Total abnormalities- not to exceed 20%
 - Concentration of sperm
 - Concentration in raw semen shall be approximately 1 Billion sperm/ml, with a minimum of 3 Billion sperm per sample.
 - Nonviable count; Not to exceed 20%.
4. Buy the specified numbers of primary gendered straws (Sex sorted Frozen Semen) that meet the agreed quality specifications given under the objectives and expected results at an agreed price during whole contract period.

4. Logistics and Timeline

The project will be implemented in two stages

Stage-1: Setting up Laboratory and semen sorting facilities at Frozen Semen Station, GLF, Hisar within three months after the issue of order.

Stage -2: Production of the sex sorted from semen doses from raw/fresh semen of Cattle (including native breeds) and buffalo bulls as provided by the Semen Station, Hisar or the bulls belonging to the service provider. Once the required facility is established, production of sex sorted from semen straws will commence as per the following schedule. Breed and species wise proportion of semen will be decided as per the demand of the farmers, availability of bulls etc. which is tentatively worked out as 10 Lacs Buffalo:- 5 Lac Sahiwal, 2.5 Lac Haryana, 1.25 Tharparkar, 1.25 Gir.

1 st year-	2.00 lacs doses/straws of Sex Sorted Frozen Semen.	
2nd year	- 4 Lakh	-do-
3rd year	- 6 Lakh	-do-
4th year	- 8 Lakh	-do-
Total doses-	20 Lakhs	-do-

5. Terms & Conditions :-

1. Delivery period: - scattered over 1 to 4 years as in above timeline from the date of placement of supply order. Detailed delivery schedule will be shared with the Service Provider every year.
2. Payment: 100% payment will be released within 30 days after delivery of inspected /accepted goods by the consignee.
3. The inspection procedure and quality control SOP will be shared with us.
4. The Pre-dispatch Inspection will be done by the inspection committee constituted by the Indenting department in the semen laboratory to be setup at Hisar. The inspection will also be carried out by the consignee at his site at the time of accepting the delivery
5. The Service Provider should have valid certifications as per requisite of Govt. of India & State
6. Performance Guarantee: The firm will give performance guarantee @ 5% of the value of the supply order of the 1st Year.

6. Monitoring and Reporting:

The Vendor will provide the following to the concerned semen station:

1. Monthly progress report on technical and financial matters.
2. Material problems and constraints encountered
3. Planned activities for the upcoming month.
4. The Vendor & its associates including employees should abide by the rules, regulations and disciplinary conduct of the HLDB. However, they shall not be treated as the employee of the Board in any case.

5. The progress will be reviewed every quarter by a Joint Committee (JC) comprising of equal members/persons from Vendor and HLDB. Expert/Invitee may be called to attend meeting from either side.
6. The observation mutually agreed thereupon to be complied by the Vendor and Semen Station.

7. Report writing:

Particulars of Report	Description of Report	Due Date
Inception Report	3 Hard copies and 1 Soft Copy with detailed description of strategy and action plan.	Within fifteen (15) days of the acceptance of the assignment
Quarterly Progress report	3 Hard copies and 1 Soft Copy with detailed description of process adopted against the action plan along with detailed and quantitative information. This report would also consist of strategy and action plan for the next quarter.	Within ten (10) days of the completion of each quarter
Annual report	5 Hard copies and 1 Soft copy with detailed description of process adopted during the year along with detailed and quantitative information. This report would also consist of analysis, key achievements and impact of the interventions made during the year.	Within ten (10) days of the completion of each financial year

8. Experience Required

A	Team Leader	A Graduate Veterinarian with MBA, having experience of working in animal breeding and management/A Graduate in Social Science and having experience in animal breeding and management, experience of management of breeding facility
B	Technical Expert	A Veterinary Science Expert with Graduate Degree in Veterinary Science & Animal Husbandry/Biotechnology/Mechanical Engineering/Laser Technology/Molecular Biology/Animal Physiology/ Electrical Engineering/Electronics & Communication /Bio-Medical Engineering discipline and substantial work

		experience of minimum 2 years in conducting similar work. For Bull Handlers/Semen collector a minimum intermediate having 2 years experience in bull management and handling alongwith semen collection methodology
C	Training Expert	A Veterinary Science Expert with Graduate Degree in Veterinary Science & Animal Husbandry /Animal Sciences/Biology discipline and substantial work experience of minimum 2 years in conducting in-house, on the job training and field work.
d	Programme Coordinator	A Mechanical /Electrical/Mechatronics/Electronic & Communication etc graduate, having experience of 2 years in project management and operations of machines.

9. Review Committee:- Quarterly review of the progress will be made at HLDB. The review committee will be headed by MD, HLDB. A Nodal Officer for this activity will be nominated by Chairman, HLDB as member secretary of the committee.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate form.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO – 09, IInd Floor,
Sector – 16,
Panchkula – 134108
E - mail: Chandigarh@nextenders.com

Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific

individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NexTenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

(B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

TENDER FORM

HARYANA LIVESTOCK DEVELOPMENT BOARD, PASHUDHAN BHAWAN, SECTOR-2, PANCHKULA Instructions to Tenderers

1. During the year _____ as called for in tender notice, the quotations must reach the Managing Director, Haryana Livestock Development Board, Panchkula
2. It will be a two stage tendering. Technical tenders and Financial/ Commercial tenders will have to be submitted separately on line portal.
3. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company, the quotations should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures. .
4. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No Quotations" should be written across any or all of the items in the schedule for which a tenderer goes not wish to tender.
5. Any commission in filling the columns of "units" and "rate" shall altogether debar a quotation from being considered.
6. All corrections must be signed by the tenderers.
7. Samples must be sent of all items quoted for even when specifications or descriptions are laid down. Such samples must be sent freight paid or delivered free to the Managing Director, Haryana Livestock Development Board, Panchkula. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the item number in the schedule. All instructions regarding the samples, specified in the notice should be complied with. All samples except these against accepted quotations must be removed by the supplier on a date to be specified by the Managing Director, Haryana Livestock Development Board, Panchkula failing which the samples will become the property of the Board and no claim thereafter, will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment, etc., shall be no ground for compensation in any form.
8. The tenderers shall deposit as earnest money online.
The Earnest money DETAILS must accompany the tender form without which offer will not be considered. The said amount will be considered as forfeitable to the Board if the successful tenderer fails within the time fixed by the Managing Director, Haryana Livestock

Development Board, Panchkula, either to sign the contract as per terms contained in the invitation for tender, tender form and conditions of contract referred to in the invitation or to deposit security referred to in clause below.

9. The successful tenderers shall be required to deposit as security for due performance of the contract in the form of Demand Draft/Bank Draft pledged in favour of Managing Director, Haryana Livestock Development Board, Panchkula as under :—

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same) (ii) @2% of the order value or estimated value of Rate contract where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
2	Other States/UTs based firms	@ 5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)

Haryana based MSEs will be eligible for performance security deposit @0.2% who have filed Entrepreneurs Memorandum (Micro or small Enterprise category) in the industries Department Haryana and who participate directly in the tendered/quoted items and offering to supply the entire quoted quantity manufactured from their own Haryana based unit.

The earnest money will be adjustable towards security. The successful tenderers shall required to deposit requisite amount of security within ten days from the date of issue of a acceptance letter sent under Registered cover. In case they fail to do so the ORDER IS LIABLE TO be CANCELLED. The amount of security shall be forfeited to the Board, if the successful tenderers fails to deposit the due performance security of the contract”.

10. The Managing Director, Haryana Livestock Development Board, Panchkula will have the right of rejecting all or any of the quotations without assigning any reason.
11. No tender will be considered unless and until all the documents are properly signed.
12. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Managing Director, Haryana Livestock Development Board, Panchkula, until the_____.
13. In the event of tender being accepted, the quotations will be converted into contract which will be governed by the conditions in pages (4 to 11) read with these instructions.

Read and accepted.

Signature of the Tenderer's

I/We hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract at page 3 to 12 at the rates given in the schedule below. The conditions on page 3 to 12 will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit receipt for sum of Rs. _____ as Earnest Money and should I/We fail to execute an agreement embodying the said conditions and deposit Earnest Money as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of Earnest Money shall be forfeited by Managing Director, Haryana Livestock Development Board, Panchkula.

SCHEDULE 'A' OF RATES

1	2	3	4	5	6	7
Sr. No.	General description of stores	I.S. Specification No.	Tender rate	Unit	Packing	Name of actual manufacturer and country of manufacture

"E. & O.E."

All rates are for delivery F.O.R. _____ dated the day of _____ 20--

Signature _____

Address _____

N.B.—Please do not forget to fill in all the above columns.

SCHEDULE 'B'

Condition of contract

1. This contract is to last from _____ to _____ but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Managing Director, Haryana Livestock Development Board, Panchkula without compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles e.g. described in column 2 of Schedule "A" from time to time in such quantities as may be entered in the indents sent at rates set forth in column 4 of Schedule "A" for use in Offices/Institutions Departments under the administrative control of Haryana Livestock Development Board, as may be required by the Indenting Offices mentioned in Schedule 'C' to annexed on behalf of the Haryana Livestock Development Board. Requisitions from officers not mentioned in Schedule "C" hereto annexed should before compliance be sent in original to the Managing Director, Haryana Livestock Development Board, Panchkula for instructions and the officer concerned advised accordingly. No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule "A" which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Board the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only. -

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender approved by the Managing Director, Haryana Livestock Development Board, Panchkula. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Managing Director, Haryana Livestock Development Board, Panchkula will be final and binding on the contractor, It will be open to the Managing Director,

Haryana Livestock Development Board, Panchkula to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

4. The Managing Director, Haryana Livestock Development Board, Panchkula may by notice in writing call upon the contractor to supply additional articles to serve as sample and upon such notice in writing contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respect of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.

6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the contractor.

7. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8.(a) The Managing Director, Haryana Livestock Development Board, Panchkula, or the Deputy/Assistant Director, Haryana Livestock Development Board, Panchkula, or any of the experts attached to the Industries Department of Haryana or the Indenting Officer or any other officer or person duly authorized in writing by the Managing Director, Haryana Livestock Development Board, Panchkula shall have the power to inspect the stores, before, during or after manufactures, collection despatch, transit or arrival and to reject the same or any part or portion after the written approval of the Managing Director, Haryana Livestock Development Board, Panchkula, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge be paid or supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatsoever for rejected and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods be will at contractor's risk and Board may charge the contractor rent for the space occupied by such rejected goods.

(b) Super Inspection of stores, already inspected may be carried out at the discretion of the Managing Director, Haryana Livestock Development Board, Panchkula, by such officer as may be authorised by him. The provisions of conditions 8(a) will apply mutatis mutandis to the Super Inspection also.

9. The Contractor shall provide without any extra charge all materials tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendant thereon. In the case of stores inspected at

maker's premises, the maker shall provide all facilities including testing appliances for making necessary tests other than special tests, or in dependent tests. Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid Officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Managing Director, Haryana Livestock Development Board, Panchkula shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days the Managing Director, Haryana Livestock Development Board, Panchkula may treat the default as a breach of agreement and proceed under clause 17 of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off and/or destroy a portion not exceeding 2 percent from each delivery for such purpose and the quantity so cut out or 'off and/or destroyed as aforesaid shall be replaced by contractor free of charge.

10. Packing cases, containers, gunny packages etc., which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specially Stipulated, and that to contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole the goods referred to in each indent, in triplicate, will be prepared and submitted by contractor to the consignee for direct payment under intimation to the Managing Director, Haryana Livestock Development Board, Panchkula. The full amount will be paid on receipt of Stores in good condition after their verification as regards specification etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Managing Director, Haryana Livestock Development Board, Panchkula. All such complaints should be given :-

- (i) the number and date of the requisition;
- (ii) the designation of the Requisitioning Officer ;
- (iii) the designation and address of the consignee,
- (iv) the designation and address of the officer to whom the bill was sent by the contractor;
- (v) the number and date of the bill and the date on which the bill was

sent to the officer mentioned in (iv) above; and

(vi) full reference to reminders, if issued.

12. (i) With every dispatch of goods or materials under the contract, invoices in triplicate will be prepared by the contractor. Invoices in duplicate are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and the third copy to be kept by the contractor to the Managing Director, Haryana Livestock Development Board, Panchkula, for record in his office

(ii) The contractor shall dispatch material "freight paid" in all cases where their offer is F.O.R. designated.

(iii) The contractor will send to the Managing Director, Haryana Livestock Development Board, Panchkula quarterly statement of the goods supplied under this arrangement in the following form :-

Name of Officer	Indent No.	Name of Articles	Quantity of number supplies and to whom supplied and where	Value of supplies in rupees	Remarks

(iv) All dispatches by rail will be made at Railway risk at the expense of the Indenter (except by firm who have quoted rates F.O.R. any place in Haryana) unless the Indenter gives instructions to dispatch at owner's risk in which case all responsibility for loss in transit will be with the Indenter.

This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Managing Director, Haryana Livestock Development Board, Panchkula will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision of the Managing Director, Haryana Livestock Development Board, Panchkula or some other officer action on his behalf shall be final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

(v) If during the currency of the contract, the specifications of any article or articles to be

supplied there under be changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in writing at the time of such change, and in default of such agreement, the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the' contract or entitle the contractor to any compensation

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

14. The time for and date of delivery of dispatch stipulated in a supply order shall be deemed to be the, essence of the contract and should; the contractor fail to deliver or dispatch any consignment within the period prescribed, for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. In 'case of nonpayment by the contractor, recovery will be made from his bills 'or amount of Earnest Money or Security deposited with the Managing Director, Haryana Livestock Development Board, Panchkula, provided that:

- (a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Board.
- (b) Where the delay on the part of suppliers is of more than 2 weeks, the matter of extension of delivery period will be referred by the Indenting Officer to the Managing Director, Haryana Livestock Development Board, Panchkula, with a certificate that there are genuine reasons for delay on the part of suppliers and that no loss will result to Govt. in case extension delivery period is allowed. The case will be decided on merits by the office of the Managing Director, Haryana Livestock Development Board, Panchkula. The extension will be allowed by the Assistant Director/Deputy Director, Haryana Livestock Development Board, Panchkula, to the extent of purchasing power delegated to him and in cases above his competence, the extension will be allowed by Managing Director, Haryana Livestock Development Board, Panchkula. In case the delivery period is extended, no penalty for supplies, made during the extended period be recovered from the supplier.
- (c) On the failure of the supplier to make supply within the extended period or otherwise and the receipt of such information in the office of Managing Director, Haryana Livestock Development Board, Panchkula, risk purchase at the cost of suppliers Will be made by the Managing Director, Haryana Livestock Development Board,

Panchkula within 6 months of the expiry of the stipulated delivery, period by inviting short term quotations from the registered and other known suppliers: The excess cost is thus incurred will be recovered from the suppliers from his pending bills, Earnest Money or Security whichever is available.

- (d) This procedure will be adopted after serving registered notice to supply stores within 15 days
- (e) Quantity of item to be supplied can be increased or decreased.

15 The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with view either to asking for enhancement of any rates agreed to in the contractor to evading any of his obligations under the contract.

16. No payment will be made in advance for any Supplies under this contract.

17. (i) The contractor shall not:

- (a) assign or sublet contract without written approval of the officer sanctioning the contract
- (b) disposal details of the conditions governing this contract to unauthorised persons (intending against this contract is permissible only for the bonafide use of Government departments and Quasi Public and not for private parties or for the private use of the Government Officers). -
- (ii) In the event of the contractor failing duly and properly to fulfill or committing breach

of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agent or servants being guilty of fraud in respect of this contract

any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any persons, officer or employment of Government in any way relating to such officers or person pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to Government's rights and remedies otherwise, Government shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Board's stocks or otherwise at the contractor's risk and at the absolute discretion of the Managing Director, Haryana Livestock Development Board, Panchkula as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under the agreement or are required subsequently by Board there under and in cases where issues in replacement are made from Boards stock or supplies, the cost or value or such stocks

or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Board.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile Or-subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

18. if any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part there or the rights duties or liabilities of either party than save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to any Officer appointed by the Board and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. -

“18 (a)) The Arbitrator and his subordinate Staff shall be paid a fee of Rs.2500/- per hearing subject to a maximum of Rs.20,000/- in each case provided that out of this amount 20% will be payable to his staff. The Arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of call Deposit receipt in favour of Managing Director, Haryana Livestock Development Board, Panchkula before the announcement of award by the Arbitrator. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt then entire amount shall be payable by the Managing Director, Haryana Livestock Development Board, Panchkula but where the ex-parte award is announced in favour of the Govt. the share of the opposite party shall from part of claim and shall be recoverable from the said party.”

19. Is the price of a contracted article is controlled by Board, the payment will in no case be made at a higher rate than controlled rate.

IN WITNESS THEREOF the parties have hereunto set their hands on the cases indicated below:

1. (In the case of a Firm)

Signed by the above-named firm of _____

Through _____ partner of the firm.

Date

Signature

2. (In the case of a Company)

The seal of the _____ Company Limited, was affixed by virtue of the resolution of the Board No. _____ dated _____ the _____ day of _____ 200

Seal

Dated

Director's
Signature

(In either case)

Secretary's
Signature

In the presence of (i)

(i) Signature
Address
Description
(ii) Signature

Address
Description

Signed by _____

Signature of _____

Dated _____ on behalf of the Haryana Livestock Development Board.

CONDITIONS WITH TENDER FORM

- (1) Trade discount should be quoted separately.
- (2) Offer with price variation clause will not be accepted.
- (3) GST and any other chargeable expenses must be specifically mentioned separately, otherwise offer will be considered inclusive of all such taxes.
- (4) Offers are to be submitted online others wise be ignored.
- (5) Only tenders on the proper tender form and received online will be considered.
- (6) No offer will be considered unless accompanied by prescribed Earnest Money on the except in case of firms registered with Director, Supplies and Disposals, Haryana/Director General of Supplies and Disposals, New Delhi or National Small Industries Corporation.
- (7) The conditions of contract (Schedule 'B') attached to the tender form be returned duly signed alongwith the Schedule 'A' and in case of non-compliance the tender may be ignored.
- (8) Tenders which are not strictly according to the specifications laid down in the Schedule 'A' will not be considered. Unless a deviation from the specification/delivery period given in Schedule 'A' is pointed out by the tenderers specifically, it will be presumed that offer conforms to the specifications, delivery period as laid down in the Schedule 'A':.
- (9) (a) Tender must be supported by a sample where asked for, failing which it will not be considered.
(b) The tenderer should clearly state that the sample submitted conforms to the specifications laid down in the Schedule 'A' failing which tender will not be considered.
(c) In case the date of opening falls on Holiday, gazetted or subsequently declared, the tender will be opened on the next working day following the closed day.
- (10) Prices should be for supply of the material F.O,R. destination, failing which offer may be ignored.
- (11) The Managing Director, Haryana Livestock Development Board, Panchkula, does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.
- (12) All disputes will be settled within the jurisdiction of the Head-quarters of Managing Director, Haryana Livestock Development Board, Pashudhan Bhawan, Sector-2, Panchkula.
- (13) The quotations will be regarded as constituting an offer open to acceptance in whole or in part or parts till the date as indicated in the Schedule 'A'.
- (14) The offers should be typed or written in ink Offers in pencil may be ignored.
- (15) The firm registered under Quality Marking Scheme in Haryana State should furnish attested copies of their registration certificate for the tendered goods in support of their registration for such goods.
- (16) The samples/test report wherever required shall be submitted by the date and time fixed for

the receipt of the tender. Sample received after fixed time and date will be ignored. This condition will also be applicable to outside tenderers.

- (17) The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders. An undertaking should also be given by the tenderers to the effect that if validity of the registration certificate expired after the day of opening of the tenders due to closing of the factories or some after factors, they shall report the fact to this office immediately.
- (18) In case where the tenderer offers machinery and equipment for which license is required under the Industries (Development and Regulation) Act, 1956, it would be certified by him that he is in possession of such valid license on the date of opening of the tenders under the aforesaid Act for the manufacture of machinery and equipment so offered if he is a manufacturer and he is not a manufacturer it should be carried that he is an authorised representative of licensed manufacturer quoting the name and address of such license holder and the license number.
- (19) The tenderer will give complete addresses of its sister concerns along with names of partners with their complete address (es) and extent of share.
- (20) It should also be ensured that tender/quotation has been signed by an authorised person. His name, designation and address should be given in capital letters.

DOUBLE BID TENDERING PROCEDURE

It will be of two stages tendering. Technical tender and Financial Commercial bid which will have to be submitted on line and to be submitted separately in two separate sealed envelopes, duly superscribed as Technical Tender or Financial Bid.

The Technical Bids should contain detailed information on the following:-

- Nature of ownership
- Composition of the Firm.
- Bankers Name & Address.
- Annual Turnover of last three years.
- C.S.T./ S.T. No. / Vat No.
- PAN/ TAN No.
- Tax clearance.
- Whether Manufacturer / Sole Selling Agency/ Distributor / Authorised Dealer.
- Mfg. License/ authority letter of Principal Manufacturing company.
- Import Registration, if imported product is quoted.
- Relevant documents to ascertain that Manufacturer of quoted product meet minimum qualification criteria.
- Experience in line.
- Capability/ Capacity to service the requirement.
- Details of relevant infrastructure.
- Arrangements for after sale service.
- List of Clients.
- Quality Assurance/ Monitoring system flowed.
- The tenderer should specify and certify that the item quoted meets all the NIT specifications and related conditions. The form at Annexure A must be filled and submitted alongwith the technical bid .
- The tender should accompany with suitable literature/ brochures of items.
- The tenderers will give undertaking that the rates quoted by firm are not higher than quoted to any other Govt. Deptt./ Board/ Corporation. The form at Annexure B must be filled and submitted alongwith the technical bid .
- Confirmation for Trouble free performance for all items for a period of one year from date of commissioning should be guaranteed. Any defect intimated should be attended to and rectified with in 15 days of receipt of such communication within guarantee period.

The guarantee shall include cost of spares and labour. Certificate of acceptance of guarantee to be included in tender.

- A quality certificate /Test report from competent Lab as mentioned in specification of the item required must be submitted where ever asked for.

Certificates where needed should be attached duly attested.

Financial / Commercial Bids

Financial Bid should contain the price quoted per unit. The following information should be clearly given in the Financial Bid:-

- Price per Unit (in Indian Rupees)
- Place of Delivery.
- Status of Taxation / Duties etc.
- Lead-time.
- Packing & forwarding.
- Mode of Transportation.
- Payment condition.
- Warranty / Guarantee.
- Validity of Offer.
- Acceptance of Terms of N.I.T.
- Each supplier shall have to deposit security amount of 5% of the total value of Stores, with the Managing Director, Haryana Livestock Development Board, within 10 days of the receipt of supply order.

Financial Bids will be opened only of those tenderers, who qualify for all documents, specifications etc. and are found suitable during the processing of Technical Bids.

Declaration by the Bidder Regarding Qualification

Technical Bid

In relation to my/our Bid submitted to HLDB For procurement ofvide their notice Inviting Bid No.Dated I/we hereby declare as under:-

1. I/we possess the necessary professional, technical, financial and managerial resource and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct of the making of false statement of misrepresentations as to my/our qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

Date:

Signature of Bidder

Place:

Name:

Under taking regarding Rates
Technical Bid

I/we having our office at
..... do hereby give an undertaking that:-

The rate charges for the supplies under the contract shall, in no event exceed the lowest price at which I/we sell the store of identical description to any other person/Government Department/Livestock Development Board/Institution during the period of the contract. If any time, during the period of the contract. I/we reduce the sales price chargeable under the contract, I/we shall forth with notify such reduction of sale to the M.D, H.L.D.B Pashudhan Bhawan, Sector-2 Panchkula and the price payable under the contract of the stores supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced.

Date:

Signature of the Bidder
(with seal)