

HARYANA LIVESTOCK DEVELOPMENT BOARD

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

Website- pashudhanharyana.gov.in

e-mail- hldb-hry@nic.in



STANDARD BIDDING DOCUMENT

Rate Contract of Liquid Nitrogen Gas(LN2)

TENDER NO: HLDB/RC/LN2 Gas/2018-19/50

Estimated cost of Tender Rs. 70.00 Lacs

Online tenders are invited in two stage bid system i.e. Technical bid and Financial Bid for 02 years Rate Contract of Liquid Nitrogen Gas (LN2 Gas) as per the details given below in Schedule-A

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	50/2018-19
2	Sr. No. of Tender.	01
3	Superscribed No. of Tender.	HLDB/RC/LN2 Gas/2018-19/50
4	Online submission of EMD, Tender fee & e-Service Fee Option-1: Through Net Banking and Debit card	On or before last date of submission of Technical Bids upto 12:00 Noon
5	Online submission of EMD Option-2: Through RTGS/ 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>	09.04.2019 upto 2:00 PM
6	Online Bid Preparation & submission.	07.03.2019 to 11.04.2019 upto 2:00 PM
7	Date & time of opening of Technical Bids/s	11.04.2019 at 2:30 PM
8	Date & time of opening of Financial Bids/s	To be decided after processing the technical bids
9	Tender Fee:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) For remaining bidders both from the Haryana and Non Haryana	Rs. 5000/-
	Earnest Money Deposit (EMD) required:	
10	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(III) For remaining bidders both from the Haryana and Non Haryana	Rs. 1,50,000/-
11	E-Service Fee	Rs. 1000/-
12	Date and time of receipt of samples (if required)	N.A
13	Rates to be kept valid for acceptance upto:	90 days from the opening of financial bid

Name of Item & Specifications:

Liquid Nitrogen Gas

LIQUID NITROGEN GAS 99.5% PURITY

Free from impurities of other Gases Organic and inorganic matters: **02 year R/C BASIS**

- | | |
|------------------------------------|--------------------------|
| i) With & without pressure filling | At Distt. Head Quarters. |
| ii) Without pressure filling | Ex-Factory |

Important: -

1. Rates should be quoted FOR and ex-factory and in Ltr.
2. Volume of LN2 in litres will be measured by taking into account capacity of containers filled.
3. Pouring into wet jars will be responsibility of the Indenting firm. The supplying vehicle should have provision for filling LN2 gas with & without pressure filling.
4. Purity certificate and letter of authority are to be given.
5. The Suppliers will provide details of the infrastructure of storage, delivery vehicles and others for evaluation of the Board. The quoting firms must have minimum 5 transport tanker with valid CCOE License and the transport tankers should be of good condition. Manufacturing unit or source of LN2 for dealer should be in 300 km from most of our centre in Haryana.
6. The requirement of LN2 of Haryana Livestock Development Board may be about 25000-30000. Ltrs. per month. May increase and decrease.
7. The pouring of the LN2 from the tanker/tank will be done by the indenting firm.
8. The evaporation losses will be borne by the firm in both cases i.e. F.O.R or ex-factory delivery. In the technical bid the quoting firm should give full justification of the rates it is quoting in the financial bid. The rates are not to be disclosed in the technical bid.
9. The quoting firms having minimum three years experience of execution of similar type of works in Govt. Department / Livestock Development Boards/ Public Enterprises across the country. The average annual turnover of the bidder during the last three financial years should be at least Rs. 3.00 Crores per year along with certified Chartered Accountant report.
10. Rate must be quoted Ex-factory and F.O.R destinations. The rates would be valid for entire period of the contract period . However, the Managing Director ,HLDB reserve the right to make a parallel rate contract with other firm and discontinue the agreement before the stipulated period on valid grounds or extend the period of the contract for one year with mutual consent.
11. Any dispute in regards to the tender / agreement Managing Director ,HLDB will be final authority to resolve the dispute, out rightly reject/ scrap/ cancel the tender / agreement without giving any reason for it.

TERMS & CONDITIONS:-

- 1) For supply: - F.O.R., single order would be of minimum of 1500 ltrs per trip.
- 2) The delivery of the store is required as per delivery Schedule given above and as such the tenderer should quote their delivery period accordingly.
- 3) The offer not accompanied with Earnest Money of Rs. 1.50 lac and tender form fee will be rejected straightaway.
- 4) All documents to be submitted by the firms would be duly attested by a Gazetted Officer in case these are copies of the original documents. No documents if not duly attested would be entertained. At the time of opening Technical Bid all the document in Hard Copy (Clearly Readable along with page numbering) should be submitted to MD, HLDB, Panchkula, Haryana.
- 5) The Earnest Money of the bidders for the Tender will be forfeited to Govt. Accounts, if they withdraw their offer/rates or modify the terms & conditions of the same during the validity of their offer which are adverse to the business ethics. This is however subject to change.
- 6) That in case of bidders being authorized Stockiest/ Dealers/Agents/ Distributors etc. of their principal; the authority letter should be submitted along-with the offer as per format of affidavit enclosed on Non judicial Stamp Paper duty attested by Oath Commissioner failing which offer will be rejected straightaway.
- 7) That the manufacturer/Distributor/Agent/Stockiest and Supplier should send copy of Registration

Certificate of manufacturer along with their offer or any documents as proof to the effect that they are manufacturer of the item as the case may be further which offer will be rejected straightaway.

- 8) 100% payment will be made within 30 days against physical delivery of inspected/accepted goods duly supported with satisfactory inspection note and after receipt of correct goods at Consignee site.
- 9) The firm will pay penalty charges of Rs. 2000/- per day for the number of the days of delay of supply. In case the firm fails to supply LN₂ within 72 hours of placing the orders. After a period of 4 days delay, the Board will be free to go for risk purchase of LN₂ for which the difference of rates will be charged from the firm in addition to the clause of penalty.
- 10) The reference of excise duty applicable should be clearly mentioned separately while quoting price.
- 11) The order of purchase of LN₂ will be treated as delivered if placed through e-mail/fax/Phone as the case may be by indenting officer (SBO). The e-mail/fax addresses provided by the firm at the time of tendering will be treated as valid till the firm assures the modification regarding change if any has been brought to the notice of different offices/consignees of HLDB.

Important:-

Offer without prescribed Tender Form, Tender fee or not supported with Earnest Money, authority letter of manufacture will not be considered in any circumstances nor any opportunity shall be given.

Adjustment of tender document fees of the Manufacturers/Dealers/Vendors.

1. “ Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rule. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons”.
2. Those bidders shall not be required to pay tender document fee, who choose to submit bids again on tender being re-called on account of single tender/ bid being received on first call.

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 from.

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 Nex Tenders (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 **on line**.
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 9 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 10days 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 Board's stock or supplies, the cost or value of 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 be 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 be 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:

Annexure -B**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)