

Haryana Livestock Development Board
Pashudhan Bhawan
Bays No. 9-12, Sector-2, Panchkula (Haryana)
Ph. No. 0172-2574663,2580338, Pincode-134109
Email- hldb-hry@nic.in
Website- pashudhanharyana.gov.in



STANDARD BIDDING DOCUMENT

PURCHASE OF A.I. Straw

TENDER NO: HLDB/ French Mini Straws /2019-20/12

Estimated cost of Tender Rs. 99.00 Lakh

Name of Item: French Mini (0.25 ML) Straws

Online re-tenders are invited in two stage bid system i.e. Technical bid and Financial Bid for purchase of A.I. French Mini (0.25 ML) Straws as per the details given below in Schedule-A.

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	12/2019-20
2	Superscribed No. of Tender.	HLDB/ FRENCH MINI STRAWS / 2019-20/12
3	Online Bid Preparation & submission.	14.08.2019 to 26.08.2019 upto 2:00 PM
4	Date & time of opening of Technical Bids/s	26.08.2019 at 2:30 PM
5	Date & time of opening of Financial Bids/s	To be decided after processing the technical bids
6	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/-
7	Earnest Money Deposit (EMD) required:	
	(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. 2,00,000/-
8	E-Service Fee	Rs. 1000/-
9	Date and time of receipt of samples as per DNIT.	26.08.2019 before 2:30 PM in the office of MD, HLDB, Panchkula
10	Rates to be kept valid for acceptance upto:	90 days from the opening of financial bid

A. Information to Bidders:

The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>

1. Instruction to bidders on Electronic Tendering System:-
 - i. **Registration of bidders on e-Procurement Portal:-**
Detailed instructions may be seen under “Help for Contractors” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - ii. **Information about Digital Certificate:-**
Detailed instructions may be seen under “Information about DSC” option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iii. **Instruction about Online Payment of Tender Document Fee/e-Service Fee/Earnest Money:**
Bidders have to pay Earnest Money Deposit (EMD), tender Document fees & e-Service Fees online only as applicable. For detailed instructions refer to FAQ for Online Payment available at Home page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iv. **Important Instructions & Help manual for online bidding:**
Detailed instructions may be seen under “ Bidders Manual Kit” option available on Home page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - v. **Other General issues:**
Solutions of general queries may be seen under “FAQ” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in> .
2. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
3. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. In case the intended bidder fails to pay Tender Fee, e-Service Fee and EMD Fee (combined together) under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/ Tenders.
4. In case of payment of Tender Fee, e-Service Fee and EMD Fee through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before **23.08.2019** and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://etenders.hry.nic.in>
5. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.
6. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per **Annexure-IA** of this document.
7. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder

B. Brief Description of items to be purchased :

Sr. No.	Description of Stores	Quantity in Lakhs	Place of Delivery
1	A.I. FRENCH MINI (0.25 ml) STRAWS	67.5 Lakhs	Anywhere in Haryana

The detailed technical specifications/ description of the above stores are available at **Annexure-I** of this document.

C. Specific Term and Condition/Eligibility Criteria related to the above items

Terms and conditions-

- i. Place of delivery: Anywhere in Haryana
- ii. Delivery Period: 60 days from the date of placement of supply order.
- iii. An affidavit on judicial stamp paper of Rs. 10/- duly attested by Notary regarding non conviction and not debarred/blacklisted of firm/bidders by any State Govt. or Union Govt. for the said item/ items.
- iv. Copies of latest income tax returns of the bidders/firm/company for the last 3 FY. must be submitted (2015-16, 2016-17, 2017-18).
- v. The bidder must have Rs. 300 lakhs average turnover in last three years i.e. FY. 2015-16, 2016-17, 2017-18. Copies of audited P&L accounts/balance sheets must be submitted.
- vi. Inspection:-Inspection will be carried out at the premises of firms, by the representative of the Managing Director, Haryana Livestock Development Board, Panchkula and or the agency authorized by the Haryana Livestock Development Board, before dispatch of goods.

D. Standard Terms and Conditions (wherever applicable these terms & conditions will overrule the specific terms and conditions as at Para ‘C’ above). :-

1. Procurement of Stores through e-tender System:-

Where ever Haryana Livestock Development Board considers expedient that more than one supplier/ manufacturers should be kept on rate contract, it may so decide on case to case basis.

2. EMD:-

The firms are required to deposit Earnest Money as indicated above failing which the tenders are liable to be rejected. Manufacturing Micro & Small Enterprises (MSEs) of the State, Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

3. Performance Security:

The successful tenderer shall be required to deposit Performance Security Deposit as per provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4I BII(2) dated 20-10-2016 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)
<p><i>#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.</i></p>		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque payable at Chandigarh/ Panchkula.

4. Price Fall Clause:

The price quoted in the tender/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the tenderer quote for the supply the stores of identical description to DGS&D, New Delhi/ State Government Institutions/ Undertakings /any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

5. Penalty to firm on Delay in delivery: 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. The other details will be as per provision contained in Sr. No. 14 of "Schedule-'B' Condition of Contract".

6. The bidders are required to quote the basic rates, the delivery/ transportation costs/ applicable GST and duties etc, and the place of billing for the supply of stores clearly and separately. The bidders are required to intimate the place of billing.

7. Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014 G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable.

8. Concession to MSMEs of State:

The State Government has notified "Haryana State Public Procurement Policy for MSME -2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and amendment vide G.O. No. 2/3/2018-4IB-II dated 23.04.2018 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD),

Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or Udyog Aadhaar Memorandum (UAM) of Haryana based manufacturing enterprises in respect of the quoted item (*Ref. Industries & Commerce Department Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018*) and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.

9. **Concession/benefits to Startups/First Generation Entrepreneurs of State:**

The State Government has notified "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.

10. In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

11. **Purchase Preferences for approved Sources**

The Haryana Livestock Development Board, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. The latest list of Approved Source is contained in Government Order no. 6/03/2007-4IB-II dated: 14-02-2008 of the Industries Department and is subject to further amendment from time to time.

12. **Penalty clause for rejected samples/ material offered by the Bidder:**

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

13. **Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:**

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their **As per NIT/ Not as per NIT status**. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

14. Arbitration Clause

The Arbitration if any will be decided as per the provision contained at Sr. No.18 of “Schedule ‘B’ Conditions of Contract”

15. Jurisdiction

All disputes will be settled within the jurisdiction of the Head Quarters of Managing Director, Haryana Livestock Development Board at Panchkula.

A. OTHER TERMS AND CONDITIONS

1. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.gov.in>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in offline mode in physical form to the office of MD, HLDB by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of MD, HLDB before the due date & time of opening of Technical Bids.
2. The firms are required to submit copy of PAN No. (Pan Card) and copy of GST registration certificate
3. Conditional tenders/incomplete tenders will be straightway rejected
4. The firms are required to mention bifurcation of their rates showing the detail of Basic Rates, GST, Duties etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of GST/ duties on the contracted item, no such increase will be allowed. However, if there has been any reduction in GST/Duties, the same will be availed. No variation in GST/ Duties on raw material will be applicable.
5. The rates should be quoted on Consignee destination basis anywhere in Haryana at supplier's risk.
6. 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's site. The Indenting Departments would have option to release payments in RTGS/ Electronics mode also.
7. All documents to be submitted by the tenderers with their offer should be self attested in case the same are copies of original documents.
8. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debaring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
9. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/rate contract will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
10. The Bid is to be quoted by the manufacturer or their authorized dealers/ distributors only. In case, the bid is quoted by dealer/distributor, then the tenderer must also send authority letter of their manufacturer that they have been authorized to quote the rates, otherwise their offer is liable for rejection.
11. The offer without prescribed earnest Money, Tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by MD, HLDB.
12. The quantity of Stores can be increased or decreased.
13. Notwithstanding anything contained in the Tender, MD, HLDB reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder (s) the reason for such decision.
14. Samples, wherever required/asked 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.

15. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the Financial bids will be intimated in the due course.
16. Helpdesk Support:-

- (i) Office Timings of Help-desk support & Contact Details:-
The detail may be seen under “ Contact Us” option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
Email ID. eproc.nichry@yahoo.com
Telephone No.0172-2700275

Managing Director
Haryana Livestock Development Board,
Haryana, Panchkula

SPECIFICATION FOR FRENCH MINI (0.25 ml) STRAWS

Low absorption Mini French Type Straw 0.25ml capacity for filling with bovine semen, freezing and preservation in liquid nitrogen

Material

1. The material shall be non-toxic and shall not contain any ingredient harmful to sperms.
2. Suitable grade of polyvinyl chloride shall be used. The material may be colourless or of suitable colour as required.

Dimension

Total length 133 mm (\pm 1.0 mm)

External diameter 1.9 mm (\pm 0.1 mm)

Inner diameter 1.6 mm (\pm 0.1 mm)

Factory plug

One end of the straw should be provided with low absorption plug of two equal pieces of braided cotton, and sandwiched by Poly vinyl alcohol powder (non granular fine powder). The powder forms an impenetrable seal as soon as it comes in contact with liquid/semen. The plug shall be smooth and shall not be too tight or loose to facilitate easy movement when pushed forward and factory plug should also be nontoxic.

Physical Characteristics

The straw shall be free from undispersed raw material, streak, tears and blisters. The straw shall be uniformly smooth, straight and transparent throughout the length. The thickness should be uniform throughout the length. The straw shall not develop any crack, bulging deformity and shall hold the printing ink and print when successively cooled 3 times under Liquid Nitrogen.

Manufacture and finish:

The plug shall be smooth and shall not be too tight or loose, to facilitate easy movements when pushed forward. The edge of the straws shall be free from visible nicks and cuts. The printing on the outer surface of the straw shall be clear, visible and permanent. The straw shall withstand the heating and deep cold shocks and heating between temperature – 196 Deg C and 45 Deg C and be free from bacterial load. The straws must be compatible with the existing Filling, Sealing & Printing Machine installed at the Semen Banks

Durability:

Two years replacement guarantee against any manufacturing defect from the date of Supply.

Bio-compatibility

Approved for animal and human application.

Packing

The straws shall be packed in sterile moisture proof resealable polyethylene pack, each pack containing 2000 straws. Offers without desired packing will be rejected. The packet containing straws should have a proper marking for cutting of the packet at the end. After the packet is opened, it should be resealed. Each pack should bear the name of manufacturer, batch number etc.

Colour Requirement:

As per MSP. The colour wise requirement will be indicated at the time of placing order.

Quality Test:

Sample of minimum 2000 low absorbent straws of each color (light green, light Grey, pink/rose, orange) should be submitted for testing before the due date of the tender in the office of Haryana Livestock Development Board (Only sealed & signed samples to be submitted). The straw quoted should be of International repute. The supply reference of at least 4-5 reputed semen production centers in India with ISO Certification must be submitted.

Offer other than low absorbent straws will be rejected straight away.

Annexure-IA

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

Sr. No.	Name of the document	Status of Submission (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	GST registration No.		
2	Copy of PAN/ TAN No.		
3	An affidavit on judicial stamp paper of Rs. 10/- duly attested by Notary regarding non conviction and not debarred/blacklisted of firm/bidders by any State Govt. or Union Govt. for the said item.		
4	Copies of latest income tax returns of the bidders/ firm/company for the last 3FY must be submitted (2015-16, 2016-17, 2017-18).		
5	The bidder must have Rs. 300 lakhs average turnover in last three years i.e.FY. 2015-16, 2016-17, 2017-18. Copies of audited P&L accounts/balance sheets must be submitted.		
6	Undertaking by the Bidder Regarding Execution of Agreement as per Annexure-C		
7	An undertaking that the firm has not been black-listed/debarred during the last 3 years by any State / Central Govt./ Autonomous organization/ PSU etc.		
8	An undertaking with the tender that it would own responsibility of any damage arising because delays in supply, non-supply or supply of poor quality of items.		
9	All the documents submitted by the bidder as part of its Technical Bid are attested by the signing authority of the bidder		
10	Whether Manufacturer / Sole Selling Agency/ Distributor / Authorized Dealer		
11	Manufacturer License/ authority letter of Principal Manufacturing company		
12	Import Registration, if imported product is quoted		
13	The tenderer must submit Annexure A B & C duly filled, signed and stamped.		
14	The document to show that the straw quoted is of International repute. The supply reference of at least 4-5 reputed semen production centers in India with ISO Certification must be submitted.		
15	Document to prove Bio-compatibility of the product: i.e. Approved for animal and human application		

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)

Undertaking by the Bidder Regarding Execution of Agreement

I/We hereby quote to supply the goods and materials specified in the underwritten schedule in the manner in which and within the time specified as set forth in the conditions of contract at page 04 to 08 at the rates given in the schedule below. The conditions on page 04 to 08 will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith deposit a 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. This undertaking is to be given on the letter head of the firm.

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 form 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.