

**DIRECTORATE OF ANIMAL HUSBANDRY AND VETERINARY
SERVICES, ORISSA, CUTTACK**

**TERMS AND CONDITIONS FOR PURCHASE OF LIQUID NITROGEN
UNDER
DIRECTORATE OF A.H. & V.S. ORISSA, CUTTACK**

TENDER DOCUMENT FOR SUPPLY

OF

**LIQUID NITROGEN
FOR THE YEAR 2011-12**

DATE & TIME FOR SALE OF TENDER DOCUMENTS- 18.05.2011 to 07.06.2011

Last date & time for receipt of tender – 08.06.2011(upto 4.00 PM)

(Technical bid and Price bid in separate sealed covers)-

Date and time of opening of tender (technical bid) – 09.06.2011(11.00 AM)

Date and time of opening of price bid - 09.06.2011 (3.00 PM)

**RECEIPT OF TENDER DOCUMENTS
PLACE OF OPENING OF TENDER
ADDRESS FOR COMMUNICATION**

**DIRECTORATE OF ANIMAL
HUSBANDRY & VETERINARY
SERVICES, ORISSA, MANGALABAG,
CUTTACK-1**

GOVERNMENT OF ORISSA
Directorate of Animal Husbandry and Veterinary Services
Orissa, Mangalabag, Cuttack – 753001
Tender – 2011-12

Sealed tenders are invited from Manufacturers/ authorized distributors for supply of Liquid Nitrogen in the state of Orissa. The tenderers are requested to quote their supply rate for Ex. Factory, F.O.R. for all the supply destinations as detailed below:

The minimum cost of procurement is Rs.1.00 crore.

1. The Liquid Nitrogen should have minimum 99.5% purity and -196^o C boiling point.
 2. The rate is per liter Ex-works. Rate shall include all relevant tax, which will be as applicable. It can be quoted per kg. /M3. Conversion formulae to convert it into liter should be mentioned.
 3. Rate per liter may please be quoted for F.O.R. destination in the Vertical Storage Containers of the Department if required at destinations as detailed below with monthly/ yearly approximate requirement. It may please be noted that, escalation of rate due to increase in diesel, lubricant and Govt. taxes will not be paid during the said period. However, entry tax at inter state border i.e. on the site of Orissa will be borne by the indenting authority.
 4. The cost of Liquid Nitrogen will be paid only on the net quantity received at the destination by weighing the transport vehicle with the vessel and deriving the quantity. Thus, the transit evaporation is borne by the tenderer.
 5. The supply shall be made through the branches having VAT RC in the State of Orissa.
- A) Details of destination and requirement (Bulk transfer to departmental containers)

Sl. No.	Delivery Destination	Liters/ Month	Packaging (Liters)	No. of supplies	Interval between supplies	Mode of receipt
1	Frozen Semen Bank, Cuttack	40000	10000	04	07 Days	In Vertical Storage Containers/ Transport Container
2	Frozen Semen Bank, Balasore	12000	6000	02	15 Days	Do
3	Frozen Semen Bank, Berhampur	12000	6000	02	15 Days	Do
4	Frozen Semen Bank, Koraput	6000	6000	01	Nil	Do
5	Frozen Semen Bank, Bhanjanipatana	6000	6000	01	Nil	Do
6	Frozen Semen	26000	13000	02	15 Days	1 trip for Chiplima & Keonjhar and 1 trip

	Bank, Chiplima					for Chiplima & Angul
	Total :	102000				

B) Delivery in to transport containers (TA-55 & similar type)

Sl. No.	Delivery Destination	Liters/ Month	Packaging (Liters)	No. of supplies	Interval between supplies	Mode of receipt
1	District Head Quarter	100000	3000-10000	01	30 Days	In TA-55 & Similar containers

- 6.** The prescribed tender form along with the terms and condition will be available at the Directorate of Animal Husbandry and Veterinary Services Orissa, Mangalabag, Cuttack – 753001 on payment of Rs.10000/- (Rupees ten thousand) only + VAT on working day from _____ to _____ between 11.00 a.m. to 4.00 p.m. The same can also be obtained by post on payment of Rs.10,100.00/- (Rupees ten thousand one hundred) only + VAT in shape of Bank Draft issued in favour of “ Establishment Officer”, Directorate of Animal Husbandry and Veterinary Services, Orissa , Cuttack, payable at S.B.I. Link Road branch, Cuttack. If the Tender Form is down loaded from web site www.orissaahvs.com., the cost of Tender Form of Rs.10000/- (Non refundable) + VAT should be paid by attaching a Demand Draft payable as mentioned earlier along with the Tender in Envelop No.1(Technical bid). The tender form duly completed and signed should be submitted to the Directorate of Animal Husbandry and Veterinary Services Orissa, Mangalabag, Cuttack – 753001. The undersigned will neither be responsible for delay in receipt of request for Tender Form nor its receipt by the concerned party expressing its interest to participate in the tender.
- 7.** The last date of submission of tender is on _____ up to 4PM at the office of the Directorate of Animal Husbandry and Veterinary Services Orissa, Mangalabag, Cuttack – 753001 which will be opened on the next day at 11AM.
- 8.** The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 9.** The successful tenderer will have to execute an agreement bond.
- 10.** All disputes are subject to Cuttack jurisdiction.

**DIRECTOR OF ANIMAL HUSBANDRY &
VETERINARY SERVICES, ORISSA, CUTTACK**

GOVERNMENT OF ORISSA
Directorate of Animal Husbandry and Veterinary Services
Orissa, Mangalabag, Cuttack – 753001
Tender – 2011-12

The Director of A.H. & V.S., Orissa, Cuttack (here in after referred as “DIRECTOR” Invites sealed tenders in the prescribed forms from the MANUFACTURERS & AUTHORIZED DISTRIBUTORS for supply of Liquid Nitrogen to the Director of Animal Husbandry and Veterinary Services, Orissa, Cuttack for the year 2011-12 as per specification mentioned in separate set of catalogue (Schedule)..

SALE OF TENDER FORMS

Catalogue (non transferable) along with terms and conditions and TENDER-FORM are obtainable from the office of the undersigned on payment of Rs.10,000/- +VAT (Rupees Ten Thousand) only. The same can be obtained by post on payment of Rs.10,100.00/- +VAT(Rupees ten thousand one hundred) only in shape of Bank Draft issued in favour of “ Establishment Officer”, Directorate of Animal Husbandry and Veterinary Services, Orissa , Cuttack, payable at S.B.I. Link Road branch, Cuttack. The cost of Tender Paper is compulsory and the receipt so obtained against payment should be enclosed in original along with tender papers. The cost paid for tender paper and catalogue is non refundable. The same can also be downloaded from web site www.orissaahvs.com. and the cost of Tender document of Rs.10000/- (Non refundable) + VAT should be paid by attaching a Bank Draft prepared as mentioned above with it.

Sale of Tender papers - 18.05.2011 to 07.06.2011

Last date for submission of Tender Papers - 08.06.2011 (upto 4.00 PM)

(Technical bid and Price bid in separate sealed covers)

Opening of Tender papers (Technical Bid) in - 09.06.2011(11.00 AM)

Presence of Tenderers / Their

Authorized Representatives

Opening of Price Bid- - 09.06.2011 (3.00 PM)

ELIGIBILITY CRITERIA

1. The Tenderer should be a MANUFACTURER or authorized distributor of the product with valid manufacturing license. In case the manufacturing firm delegates to file tender papers to any local distributor, an authority letter of delegation addressed to the Director of A.H. & V.S., Orissa, Cuttack on the letter head regarding appointment of distributor must be attached to the tender

- in original by a resolution of its Board of Directors or through its Managing Director or Marketing Manager or any other executive of the manufacturer company authorized by any of the above named functionary.
2. Wherever applicable, the manufacturing company must have quality certificate for specified quality standards. (e.g. Quality certificate and Purity Certificate)
 3. It must be noted that the tenderer should not have been blacklisted by any Government Agency / Institutions of local self Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Undersigned reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency.
 4. The registration certificate of the manufacturing company must indicate that production of LN2 is commenced. Only provisional Registration of the LN2 without commencement of production is not sufficient.
 5. The manufacturing firm must be a manufacturer of the item for which the rates are quoted by him during minimum of last three years' period and be in domestic market in India with minimum annual turn over not less than Rs.100 lakhs for the preceding 3 years.
 6. There shall be a screening committee consisting of the members of the Technical Committee and the Accounts Officer to examine the list of documents as per terms & conditions attached to the Tender and to report in details on the eligibility of tenderers for further examination in the technical committee & purchase committee respectively. The Tenderers are required to produce the original documents for verification by the screening committee on the day of the opening of tender.
 7. The Technical Committee will examine the bid in detail and recommend the item with comments for further consideration of Directorate Level Purchase Committee.
 8. Manufacturing firm should not quote the item if they have no endorsement in their MANUFACTURING LICENSE for the same.

SIGNING OF AGREEMENT/ SECURITY DEPOSIT

- a. Successful tenderers shall have to come to the Office of the Director of Animal Husbandry and Veterinary Services, Orissa, Cuttack for completing formalities of Agreement Bond as and when called, preferably within 10 days of acceptance of tender. The Tenderer should deposit 3% amount of the approximate total purchase (cost of Liquid Nitrogen) during the mentioned period in the form of Security Deposit, in the form of NSC/ TDR/ Postal Savings Pass Book.
- b. The successful tenderer will be required to execute an agreement bond on stamp paper worth Rs.500/- should get it Registered at the cost of successful Tenderer. The Agreement will be enforced only after depositing 3% amount of approximate Total Proposed purchases towards security.
- c. The security deposit will be returned without interest after 6 months period after successful completion of one year period of rate contract. Hence security deposit should be of 18 months.
- d. Indemnity bond will be required to be given by the party agreeing and assuring that in case of any complaint of losses, the contractor will pay the same to the

- Indenting Officer.
- e. The security money shall be forfeited in case the item of supply is found to be of sub-standard quality by the competent authority. Also, security money is to be forfeited in case the supplier fails to supply the item in time to the satisfaction of the indenting authority.

MANNER OF SUBMISSION OF COMPLETED TENDER FORMS

Tenderers should submit tenders in two bid systems.

- ii. Accordingly, the tender form duly filled in along with a copy of terms and conditions duly signed and rates quoted for the items should be submitted in a separate appropriate size envelope, duly sealed and superscribed “**Envelope No.1**” (**Technical Bid**).
- iii. **Envelope No.1 (Technical Bid)** should contain other documents such as Registration Certificate, Certificate from Director General of Supplies and Disposals, Demand Draft and all documents supporting the eligibility criteria for participation in tender process. The envelop should be superscribed “Technical Bid for Tender for Liquid Nitrogen for the year 2011-2012”.
- iv. **Envelope No.1 (Technical Bid)** should also contain technical information in the form of following documents duly certified / attested by Gazetted Officer which is mandatory, failing which the tender will be rejected. The originals should be kept ready for submission on demand.
1. Covering letter in the letter head pad of the Tenderer.
 2. Complete tender document with initial / signature of the tenderer with rubber seal in each page and in the enclosing documents
 3. EMD (Earnest Money Deposit) as prescribed in the Tender Notice.
 4. Original money receipt for Rs.10000/- or Rs.10100/- in respect of purchase of tender documents.
 5. Photocopy of the up-to-date manufacturing license duly attested. The authorized distributor should produce manufacturing License of company to which he is holding distributorship.
 6. Documentary evidence of manufacturing the items issued by competent authority. Authorization letter from manufacturing company stating that they will supply the material without disturbance during the Contract period.
 7. Date of starting the firm and names of partners of the firm.
 8. Statement of previous 3 years experience / past experience with the copy of Purchase orders by the firm for supply of the item & undertaking as per clause 14 of the terms and conditions.
 9. Photocopy of PAN card & Income Tax return of the year (2010-11) duly attested by any Gazetted officer.
 10. Photocopy of up to date (at least upto 31.3.2012) valid sale Tax clearance Certificate / VAT clearance certificate (duly attested).
 11. In case of Tender is exempted from Sales Tax/VAT or if he enjoys the benefit of deferment, he must submit documentary evidence to the effect
 12. Power of Attorney / Authorisation letter if any as per para 12 of the Tender.
 13. Documentary evidence in support of Exemption of EMD, if any.
 14. Detail Name, Address, telephone No., Fax, E-mail, of the firm & of the Director / Managing Partner / Proprietor of the firm.

15. Photocopy of original authorization certificate from the manufacturer for supply of items of the item in case of an authorized dealer.
16. Product Catalogue and information brochure.
17. Quality Certificate.
18. Details of Machinery available for Production and supply of stores & per day production capacity.
19. Details regarding participation of such Tender Inquiry in the past, if any. Details regarding previous supply of liquid nitrogen gas for this kind of work for which tender is filled.
20. If item is under the Contract, rate contract copy should be attached.
21. Copy of G.M.P and G.P.C. CERTIFICATES are mandatory. Authorized distributor should produce these copies of the concerned company. Good performance certificate issued by competent authority of government / semi-government /NGO of the concerned countries.
22. Analysis report of competent authority or authorized government agencies regarding quality/purity should be enclosed.
23. Quality assurance certificate.
24. Storage and supply infrastructure.
25. Terms and conditions duly signed.
26. Details of the requirement for technical bid in Annexure-IV.
27. Check list in Annexure"III".

The tenderer should submit the offer for technical bid in a sealed cover separately in the specified tender box.

All the documents as required in the terms and conditions of this tender shall be enclosed to the technical bid by the tenderer excepting the price bid.

Price Bid

The tenderer should quote the price of the item in separate sealed cover in the prescribed format as annexed in annexure –II writing the name on the sealed cover to be inserted in the specified Tender Box.

If the tenderer does not qualify himself in the technical bid, the price bid offered will not be entertained. In case of unsuccessful bidders for the technical bid, price bid will be returned as received in the sealed cover without being opened. .

TENDERS ARE TO BE ACCOMPANIED WITH THE ABOVE DOCUMENTS and the tenderer also should furnish a certificate at Annexure-III of the tender paper. The list of documents submitted should bear initial / signature with their seal and the tenderers shall furnish the details of firm with the status in Annexure – I.

The tenderers not fulfilling the above requirements will be rejected and no further claim will be entertained

RIGHT OF ACCEPTANCE/REJECTION OF TENDER

The right of acceptance of tender and / or award of contract rests with the DIRECTOR who does not bind himself to accept the lowest tender and also reserves himself the right to reject any or all the tender(s) received without assigning any reason whatsoever. Any dispute arises in future will be finalized by the Director.

DEPOSIT OF EARNEST MONEY

- I. The tenderers shall deposit earnest money @1% of bid value for the tender in shape of Postal saving Bank Pass Book or National Saving Certificate (NSC)/ TDR from any post office in India duly pledged in favour of "Director of Animal Husbandry and Veterinary Services" Orissa, Cuttack. However, the earnest money deposited by the tenderers belonging to outside the state of Orissa shall be duly pledged in favour of Director of A.H. & V.S., Orissa later on as will be specified by Director AH & VS, Orissa. The earnest money to be deposited in shape of postal saving pass book shall stand recorded in the name of the firm and should not stand recorded in favour of any individual irrespective of the fact that he is either a proprietor or a partner of the said firm.
- II. The tenderer shall not be entitled to any interest on the earnest money.
- III. The earnest money deposited by unsuccessful tenderers will be refunded as early as possible after the tenders are finalized.
- IV. Earnest money deposited by the successful tenders shall be retained & will be returned after expiry of the approved list or completion or supply of completion of audit whichever ever is later.
- V. The EMD will be forfeited if the tenderer withdraws the tender or does not accept the approved list or does not supply the items within the stipulated time as per the terms & conditions of tender..

LIQUIDITY DAMAGE CLAUSES

1. It is a condition of the contract that all through the currency thereof, the price at which you will supply the stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices, you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.
2. For enabling the undersigned to monitor this aspect, the tenderer shall have to undertake to promptly supply a copy of its rate-list applicable to its distributors/ whole sellers and retailers along with all kinds of discount structure including quantity discount, early payment discount, cash discount, business incentives etc and also undertake to furnish promptly a copy of all rate-contracts in force at any point of time during the currency of contract with the undersigned.

VALIDITY OF TENDERS

- i. The rate approved in respect of the items shall remain valid for acceptance for a period of 12 months from the date of approval or till approval of next tender which ever is earlier. The tenderer will not take any plea of non supply of the item against the purchase orders which will lead to debarring the firm from future

tenders of the Department. If the tenderers withdraws or amends the offer before expiry of the above period without consent of the DIRECTOR, the earnest money furnished by him shall be forfeited in full.

- ii. No extension of time shall be allowed for submission of tender under any circumstances unless otherwise specifically extended by the DIRECTOR by an advertisement in such Indian News Papers as DIRECTOR may consider necessary or in such other manner as the DIRECTOR may deem it fit and proper.

TENDERER'S UNDERSTANDING OF THE TENDER DOCUMENT

The tenderer shall carefully go through the tender documents and fully inform himself to all the terms and conditions contained therein before submission of the tender. If the tenderer find discrepancies or omission or in doubt as to their meaning relating to tender documents, he should at once inform the Director and obtain clarification in writing prior to submission of this tender. Verbal clarification or information given by the DIRECTOR or the employees working under him or his representatives shall not be binding on the Director.

NO CLAIM OF COMPENSATION FOR SUBMISSION OF TENDER

No Tenderer shall be entitled to claim any cost, charges, expenses etc. incurred by him or incidental there in connection with submission of this tender even though the DIRECTOR may elect to withdraw the invitation of Tender, without notice and without assigning any reason whatsoever.

**DIRECTOR OF ANIMAL HUSBANDRY &
VETERINARY SERVICES, ORISSA, CUTTACK**

TERMS AND CONDITINS FOR SUBMISSION OF TENDERS FOR SUPPLY OF LIQUID NITROGEN

A. Instructions to tenderers while Purchasing

- i. Each set of Tender documents shall be serially numbered and each page there of duly authenticated by initial signature of any officer authorized by Director with rubber stamp affixed. The Tenderer should check the documents. If there are any lapses, the Tenderer should immediately report the fact to the issuing Officer for its rectification.
- ii. The original money receipt obtained for payment of Tender Papers should be carefully preserved and should be enclosed in Original at the time of submission of tender papers.

B. Instructions to tenderers while submitting the Tender Papers.

1. All papers submitted with the tender and the tender itself should bear the signature of the tenderer in every page and superscribing submitted by me.
2. Capital letters should be used in filling up of the tender form and should be neatly typed.
3. All corrections, additions, alternations in the tender documents shall be authenticated by initial / signature of the tenderer and rubber stamped. Lapses in this instruction are liable for rejection.
4. Rates should be quoted on the prescribed tender form. The rates offered should be written both in figures and in words and no erasing or overwriting shall be entertained.
5. All information in this tender document shall be in English only..
6. The rate to be quoted should be F.O.R. destination in the Frozen Semen Banks within the State of Orissa as per the Tender schedule inclusive of packing and forwarding charges. The rate should be quoted in Indian currency only.
7. The tenderers must quote the rates of the items for which they have been specifically asked for as per tender schedule. Tender containing clerical error / typographical error/ arithmetical mistake (s) may be liable to be rejected.

8. Tenderers who are manufacturers of the articles to be supplied by them must furnish a certificate from the appropriate licensing authority or DIC along with the tender documents to the satisfaction of the Director that they are actually manufacturing these articles.
9. The tenderers shall quote the basic rates in the format enclosed in Annexure-II, which shall be inclusive of all duties but exclusive of appropriate rate of entry tax, Value Added Tax (VAT) which shall be paid as applicable under provisions of law. Where there is imposition of excise duty on any articles the exact amount of excise duty should be mentioned clearly in a separate column against the rate quoted in the tender. If there is no excise duty the word "NIL" may be mentioned in the column. The Tax shall be charged as per the guidelines given by Finance Department from time to time. No CST shall be paid to the supplier under any circumstances. Only VAT will be paid to the supplier. In case of Entry Tax supplier shall deposit the original receipt to claim it if finished products are brought from outside the state & OET shall be paid to manufacturer as per section 26 of OET Act.
10. One rate shall be offered for the item. Submission of multiple rates against the item shall be rejected.
11. No tender will be considered unless product catalogue and Information Brochure for the item is offered.
12. The Tender filled by the proprietorship concerned should be signed by the sole proprietor or should be signed by the managing partner in case of Partnership firm or by Managing Director or Board of Director alongwith the authorization by means of Board of resolution.

In case of Partnership firm, the copy of partnership deed to be submitted duly attested by Gazetted Officer.

Copy of the Certificate of incorporation should be furnished in support of the firm being registered under the companies Act.

13. Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is detected later on that this condition has been violated all the tenders submitted by each Tenderer would be rejected or cancelled and earnest money and or security deposit forfeited to Government in addition to such legal action as may be deemed fit and proper.
14. Tenderers having VAT registration in the state of Orissa shall be given preference. The tenderer should have experience of minimum three years of supply to Government organisation / Institutions of local self Government / Public/Private Sector Organisations/UNO Agencies. A certificate / declaration to this effect should be furnished alongwith the tender documents.

The tenderer should have Annual turnover of Rs.100.00 lakh for the preceding 3 years in support of establishing the soundness of the firm and its business credibility towards competition in the tender.

15. EACH PAGE OF TENDER DOCUMENTS BESIDES THE PLACES SPECIFIED SHALL BE SIGNED BY THE TENDERER WITH HIS SEAL AND SIGNATURE. Signature of the tenderer shall be attested by Group-B Officer and the signature with address of 2 responsible individuals in the tender form of the Tender documents. Witness shall be the persons of status and their address, names and occupations shall be stated below their signatures. All signatures shall be dated.
16. All offers shall be addressed to the DIRECTOR, ANIMAL HUSBANDRY AND VETERINARY SERVICES, ORISSA, CUTTACK-753001 in double sealed cover clearly marked outside "Tender for Liquid Nitrogen for the year 2011-12".

The sealed Tenders should be inserted in the Tender Box kept in the Office of the Director of A.H. & V.S., Orissa, Cuttack as per time schedule already mentioned in the tender terms & conditions. If the due date so mentioned above is declared as a holiday by the Govt. of Orissa, the last date and time for submission and opening of tenders shall respectively be the time as aforesaid on next working day.

17. Tenders sealed and superscribed as above may also be sent by registered post addressed to the above authority so as to reach by the due date and time. The tenders delivered or sent otherwise as stated above will be at the risk of the Tenderer. The tender which is received after the time and date specified above is liable to be rejected.
18. The Tenderers shall quote rates which shall remain valid for acceptance by purchase committee for a period of 12 months from the date of approval or till the next tender is finalized whichever is earlier and shall not be subject to any revision for any reason whatsoever. However, if at any time during the period of contract, the price of the item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the Director of AH&VS Orissa immediately about such reduction in the contract price. The Director of AH&VS Orissa is empowered to unilaterally effect such reduction as is necessary in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate. Failure to supply the item on the reason of revision of price will debar the firm from participation in future tenders of the Department.
19. All tenderers including manufacturer or supplier should furnish up-to-date Income Tax Return, VAT Clearance Certificate, Manufacturing License, DIC & DGS & D Registration Certificate, if any.
20. **THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:**
 - a. To reject any / or all the Tenders at any stage without assigning any reason there of and not to accept the lowest Tenders.

- b. To invite fresh offers from the open market or negotiate with other tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
 - c. To procure any item of the tender directly from State / Central govt. Undertaking firms even if a tender of other parties for the same item has been offered / accepted / approved.
21. Approval of items of successful tenderers will be notified / Issued by the authority in due course. On receipt of such information, the Tenderer will have to execute an agreement on Non-Judicial stamp paper worth Rs. 500.00 (Rupees five hundred) only in the prescribed form available with the Director of Animal Husbandry & Vety. Services, Orissa and to furnish a security deposit @ 3% (Three percent) of the value of an order in shape of N.S.C./ TDR or Postal Savings Bank Account in any Post Office in India, duly pledged in favour of the Director of AH & VS, Orissa, Cuttack.
22. The supply should accompany the purity certificate of Liquid Nitrogen with every consignment.
However, if the undersigned desires to inspect the material, the manufacturing facility and stores should be offered for inspection to him or to his agent. Supplier will have to bear the charges of inspection & Testing wherever necessary.
Random sampling by person authorized by the Director, under intimation to the supplier or his representative may be done, if required and the same will be tested at any of the labs approved by Government of India or its agencies and the cost of such inspections will be borne by the successful tenderer
23. Successful tenderer will have to supply the LN2 as per order placed, within the stipulated period mentioned in the supply order and failure to do so, the penalty of 1% of value will be charged per couple of days or part thereof for late delivery of goods till the date of its supply / receipt. However, the quantity to be purchased is likely to change as per the provision, sanction and requirement.
If the performance of the approved firm is found to be not satisfactory for irregular supply against indents placed during the validity period of the tender, a sum equivalent to 0.5 percent of the price of the undelivered stores of the stipulated rate for each week or part thereof during which the delivery of such stores are delayed will be recovered, and / or such stores will be purchased from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any, from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tenders. The defaulting tender will be penalized to the extent of differences in the rate of 100% of the value of the order. The difference will be recovered from the pending bills and Security Deposit.

Besides, the earnest / security money deposited by the approved firm will not be released and the security money shall be forfeited. The tender of the firm will not be entertained in future and action will be taken to blacklist the supplier.

24. FORCE MAJEURE- If, at any time during the continuance of this contract the performance in whole or in Part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility , acts of the public enemy, civil commotion , sabotage, ires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance; and deliveries under the contact shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.
25. The Earnest money deposit furnished by the Tenderer will be liable to be forfeited, if the Tenderer withdraws his tender at any stage after the submission of the tender or fails / refuses to enter into written agreement for the item of his accepted tender within the time specified when requested to do so or refuses to deposit security money.
26. Abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention will not be accepted, if detected and his offer will be rejected.
27. Packaging Details – Detail description of the transport container (Cryo Road Tankers) make, model, capacity, operating pressure, Explosive Licenses status etc. Delivery of Liquid Nitrogen to departmental storage Cryo containers at different destinations is to be accomplished conveniently.
28. After testing of the Liquid Nitrogen, if any adverse report is received, the supplier / Tenderer will have to refund the entire cost of the item supplied along with forfeiture of EMD / SD. In case where payment is not required to be released the same shall be forfeited to Government. Beside the above, action will be initiated for black listing Firm / supplier / Tenderers on the report of the competent authority.
29. Any legal dispute is subject to Cuttack jurisdiction only.

**Director of Animal Husbandry &
Veterinary Services, Orissa,
Mangalabag, Cuttack**

SPECIFIC TERMS AND CONDITIONS

1. The suppliers will only charge the Net amount for Liquid Nitrogen supplied by him and received at respective destinations. There will be no payment for transit loss.
2. The supplier must supply Liquid Nitrogen in low pressure container / the pressure of the container is to be adjusted to 1 kg / cm² before its weighing on arrival to assess the net quantity reached at the destination.
3. Delivery to the departmental container will be completed within 24 hrs from the arrival of the consignment at the destination observing all technical formalities.
4. The supplier will use its own equipments to complete delivery of the gas into departmental containers.
5. The consignment is to be decanted either into the pressurized vessel or transport containers (TA-55 & similar type).
6. Liquid Nitrogen is the vital commodity required for continuity of Artificial Insemination Programme of the Department and preservation of valuable frozen semen doses. Therefore, contractor will have to Supply liquid nitrogen promptly, immediately without any delay as and when required by Institutions authorized by OLRDS. Any loss due to late supply or irregular supply shall be recovered from the bills payable. In no circumstances tenderer will stop/ block the supply abruptly.
7. Successful tenderer will have to supply the goods (LN₂) as per orders placed within the stipulated period of time mentioned in the supply order. Failure to do so, the penalty 1% of value of supply order will be charged per couple of days for late delivery of goods (LN₂) till the date of its supply and receipt.
8. If any company has not given satisfactory performance during previous years Chief Executive Officer, Orissa Livestock Resources Development Society, OBPI Campus, Siripur, Bhubaneswar, reserves the right to reject its Tender.
9. Discount if any, should be quoted in the net price of the LN₂ per liter. Mention of any discount in subsequent pages of tender form will not be taken in to consideration and the tender application will be treated as invalid.
10. The rate should be quoted for one liter of LN₂ and its transportation separately.
11. In the event of the order being placed to the successful tenderer and if the tenderer fails to supply the Liquid Nitrogen according to the terms and conditions envisaged or fails to replace the liquid nitrogen rejected by the Departmental Institutions within such time as may be stipulated. Govt. / Board shall be at liberty to purchase Liquid Nitrogen from any other source and at such price as the purchasing officer in his sole discretion thinks fit and the successful tenderer shall be liable to pay difference thereof or the difference shall be deducted from the security deposit depending on such failures.
12. The tenderers are requested to mention the distance in Kms. from their factory location to LN₂ receiving centers. Negotiations may be done to supply at other locations, any time if required within the stipulated kms. For that destination.
13. Regarding supply to TA-55 & similar container at district Head Quarter, payment will be made on the basis of net supply to the container. Hence, rate may be quoted taking the transit and transfer loss in to consideration.
14. The list of districts and its distance from state Head Quarter may be obtained from the office of the Chief Executive Officer, Orissa Livestock Resources Development Society, OBPI Campus, Siripur, Bhubaneswar.
15. The interested bidders may collect information necessary on different departmental Vertical Storage Containers from the source as mentioned above.

TENDER FORM

From

M/s
.....
.....

To,

The Director of Animal Husbandry & Veterinary Services,
Orissa, Mangalabag,
Cuttack – 753001

Sub : Tender Notice No. Dated

Dear Sir,

In response to your advertisement in the
Dated for supply of Liquid Nitrogen for the year 2011-12, I / We, a
company / a partnership / firm / an Association / Sole proprietor in the case of a firm,
an association of a syndicate please set out here full name of all partners or
members

.....
.....
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.....
.....
.....
..... carrying on business at
.....

hereby tender to supply the item Liquid Nitrogen at the firm rates quoted in the
schedule attached.

2. I/ We agree that this offer shall remain valid for a period of 12 months from
the date of approval or till the next tender is finalized whichever is earlier & if the
offer is with drawn before the said date, I/We shall be liable for damages to the

extent of the percent or my / our Tendered value & pay you the same forthwith on demand without protest or demur.

3. I/We hereby agree to abide by and fulfil the terms & conditions set out in the INVITATION TO TENDER INSTRUCTIONS TO TENDERERS CONDITIONS OF THE TENDER SCHEDULE AND ANNEXURES HERETO, which shall be deemed to form a part of this tender & I/We return herewith all these documents attested on each page in token of my / our acceptance thereof.
4. I/We hereby further agree to notify the Director of Animal Husbandry and Veterinary Services, Orissa, Cuttack at any time whether before or after acceptance of my / our tender any change in the address and or constitution of my/our firm/association / syndicate either by death or retirement of any partner or by the admission of a new partner of member or otherwise (this clause shall apply where tenderer is a firm / association or syndicate)
5. I / We do hereby certify that I am / we are real manufacturers / authorized distributors and my/our financial position is quite sound to fulfil the contract.
6. I/We hereby declare that this Tender and your acceptance to be notified by you shall constitute a valid and binding contract between us.

In presence of

1. Signature of witness

Address Signature of the Tenderer
 Seal of Tenderer

Full Address

2. Signature of witness.

Address.

..... Cable
 Telex
 Telephone No.
 Fax No.

DECLARATION OF THE TENDERER

1. That I / We am / are the authorized nominee(s) / authorized signatory of the firm hereby submit tender to The Director of Animal Husbandry & Veterinary Services, Orissa, Manglabag, Cuttack-753001 for the supply of Liquid Nitrogen for the year 2011-2012. That I/We have read the terms and conditions as mentioned in this tender form carefully and that I shall/we will abide by to all the terms and conditions contained therein.
2. That I am / we are well acquainted with the facts about the firm and the information provided in the tender form is true and correct.
3. I / we may be punished as per law for any wrong information misleading facts provided in the tender form besides rejection of my / our tender
4. In case and any disputes the jurisdiction will be Cuttack only.
5. Force majeure conditions contained in the Terms & Condition is accepted by Company.
6. I / We am / are bound to supply Liquid Nitrogen to the destinations of the state of Odisha on the same terms and conditions and on the same rates as approved in the rate contract, till commencement of the new Rate Contract, of Chief Executive Officer, Orissa Livestock Resources Development Society, OBPI Campus, Siripur, Bhubaneswar at his discretion desires to give extension to the said rate contract over and above the period of 31.05.2012.
7. I will supply LN2 as per the demand of the Indenting Officer/s continuously and smoothly without any disturbance. Else I will be liable for disciplinary action as mentioned in the Terms & Conditions of the Tender Form.

I have carefully read the general & specific terms and condition of the tender for supply of Liquid Nitrogen for the period from 01/06/2011 to 31/05/2012 and I solemnly declare that the terms & conditions are acceptable to me and binding on me.

Place :

Date :

**Signature of tenderer
(Seal)**

FOR OFFICIAL USE ONLY

Remarks :

Signature of the Scrutinizing Officer

Annexure – A

Prescribed Form for Tender for Purchase of Liquid Nitrogen

Serial No.

(Price of Tender Form Rs.2000/-)

SCHEDULE TO

Tender Notice No.

Technical Specification of the Item	Liquid Nitrogen 99.5% Purity standards and -196°C boiling point
Last Date & Timing of Submission	** in the office of the Chief Executive Officer, Orissa Livestock Resources Development Society, OBPI Campus, Siripur, Bhubaneswar
Validity Period of Tender	01.06.2011 to 31.05.2012 (till commencement of new Rate Contract)
Date & Place of Opening of Tender	** in the office of the Chief Executive Officer, Orissa Livestock Resources Development Society, OBPI Campus, Siripur, Bhubaneswar

Note : The suppliers are informed strictly to insert their rates on this sheet, Statement such as “Enclosed Statement attached” will not be considered and such tender shall be cancelled.

*The net amount of LN₂ received in departmental containers will only be charged by the suppliers.

A. *F.O.R. Destination in Departmental containers

Sl. No.	Delivery Destination	Distance from production point to delivery point (Kms.)	Cost / Liter of LN ₂ (In Rs.)
1	Frozen Semen Bank, . Cuttack		
2	Frozen Semen Bank, . Balasore		
3	Frozen Semen Bank, . Berhampur		
4	Frozen Semen Bank, . Koraput		

5	Frozen Semen Bank, Bhawanipatana		
6	Frozen Semen Bank, Chipilima		
	Total		

A) *EX-WORKS from.....

Sl. No.	Destination	Basic Price	All taxes (Except Entry Tax in to the state of Odisha)	Total Cost / Liter In Rs.)
1	Ex-works in departmental containers			

C) Delivery in to transport containers (TA-55 & similar type)

Sl. No.	Delivery Destination	Distance from production point to delivery point (Kms.)	Cost / Liter of LN ₂ (In Rs.) Including Basic Price, Taxes, Transit Loss & Transfer Loss
1	District Head Quarter (30 nos.)		

Signature and Seal of Tenderer

ANNEXURE – I

1. Name of the Tenderer :
2. Whether a limited firm or Public or private under-taking :
3. The name and address of proprietor / partners / Managing Director / Manager / Principal Officer. :
4. Financial condition of the firm whether solvent or not with details there of :
5. Whether manufacturer of Distributor :
6. a) It is a Registered firm under the partnership Act? If so, Regd. No. & date & office of Registration should be given please furnish and attested true copy of certificate of registration. :
- b) If a company incorporated under the companies Act. Please furnish an attested true copy of certificate of incorporation. :
7. Are you a Regd. Sales Tax Dealer & if So. Please quote both provincial & Central Sales tax Regd. No. :
8. Name of the authorized person who can hold discussion on your behalf at the time of necessity :
9. The names of the proprietor / partners or Managing Directors / Principal officer with address or Addresses as the case may be who is authorized to receive money in case of endorses bill on behalf :

of the firm from the DIRECTOR /
Indenting Officer and their specimen
signature in duplicate for each.

10. Are you an income Tax assessee ? :
Please furnish the current income tax
Return / non-assessment certificate
11. Indicate in detail about the previous :
experience of supply of Liquid Nitrogen
tendered for (attach additional sheets)

CERTIFICATE :

Certified that the information furnished above are true and correct to the best of our / my knowledge and belief. In case any or all the information given above or the Tender documents is or are found to be incorrect at any time, I undertake the liability to be proceeded within any manner. Any change or changes in regard to the information furnished will be intimated by us / me as and when such changes occur.

Signature of the

Prop./Partner/Managing Director / Manager/
Principal Officer / Authorised signatory

(Strike out which ever not applicable)

ANNEXURE – II

MODEL FORMAT for Liquid Nitrogen (F.O.R. Destination in Departmental containers)

(In Rs.)

Sl. No.	Delivery Destination	Distance from production point to delivery point (Kms.)	Specification	Basic rate (Cost per Liter/ Kg per M3 mentioning the conversion formula to convert into litre of LN ₂)	Excise Duty	E.T	VAT/ CST	Total
1	Frozen Semen Bank, Cuttack							
2	Frozen Semen Bank, Balasore							
3	Frozen Semen Bank, Berhampur							
4	Frozen Semen Bank, Koraput							
5	Frozen Semen Bank, Bhawanipatana							
6	Frozen Semen Bank, Chipilima							

ANNEXURE – III

List of enclosures

Attached to the Tender Documents:

**Signature of the Tenderer
In full with seal & date**

ANNEXURE – IV

Model format on experience of the firm on supply of liquid Nitrogen

Experience in supplying the item Liquid Nitrogen		Specification of LN2 to be supplied	Business turn over of the manufactur er	Remarks
Name of the manufacture	Experience			
1	2	3	4	5

Schedule

Detail Product Catalogue/ Information Brochure to be provided

Sl. No.	Name of the Item	Specification	Unit
1	Liquid Nitrogen	Liquid Nitrogen with 99.5% purity and -196° C boiling point	Litre / Kg per M3 mentioning the conversion formula to convert into litre

