

**Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying and Fisheries**



**TENDER DOCUMENT
FOR SUPPLY AND INSTALLATION OF NIPPLE DRINKING SYSTEM AND BELL
DRINKERS (EQUIPMENTS FOR AUTOMATION OF WATERING) IN BROILER
BREEDER, GROWER AND BROILER SHEDS ON TURN-KEY BASIS AT CPDO (NR)
CHANDIGARH**

Contract No.: CPDO(NR)/ME/2016/2999 dated : 8/12/2016

**The Director
Central Poultry Development Organization (NR)
Industrial Area, Phase-I, Chandigarh -160 002
Phone: 0172-2655391 Fax: 0172-2655460
e-mail: cpdonr-chd@nic.in, www.cpdonrchd.gov.in**



Government of India
Ministry of Agriculture & Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries
CENTRAL POULTRY DEVELOPMENT ORGANIZATION (NR)
Industrial Area, Phase-I, Chandigarh-160 002

F.No. CPDO (NR)/ME/2016/2999**dated : 08.12.2016****NOTICE INVITING TENDER**

1. This procurement will be carried out through the e-procurement system of NIC at URL <https://eprocure.gov.in.eprocure/app>.
2. On behalf of the President of India, the Director, Central Poultry Development Organisation (NR), Chandigarh hereby invites Tenders under e-tendering system (on-line bids) from Primary manufacturers, authorized dealers, import licence holders for supply and installation of Nipple drinking system (equipments for automation of watering) in 10 Broiler breeder sheds and 10 Grower sheds and sheds and supply and installation of standard automatic Bell Drinker watering system 09 Broiler sheds of Central Poultry Development Organisation (NR), Chandigarh for the period 2016-17 on turn-key basis as detailed in Part-II of this tender.
3. The details of supply contracts are available in the tender document which can be downloaded from CPDO (NR) website www.cpdonr.chd.gov.in (for reference only) and Central Public Procurement(CPP) Portal site www.eprocure.gov.in/eprocure/app and the bid is to be submitted **online** only on www.eprocure.gov.in/eprocure/app upto last date and time of submission of tender. **Sale of physical tender document is not Applicable.**

4. Brief Details of Tender:

S.No.	Item Description	Description
1	Estimated cost of the Tender	Approx.Rs. 50 Lakh
2	EMD (Bid security)	Rs. 1.00 Lacs (Rupees one lakh only) by Demand Draft / Bankers Cheque in favour of Director, CPDO(NR), Chandigarh payable at Chandigarh.
3	Supply contract period	2 Months
4	Tender document fees (Non-Refundable)	Rs.100/- (Rupees five hundred only) by Demand Draft / Bankers Cheque in favour of Director, CPDO(NR), Chandigarh payable at Chandigarh.
5	Tender Inviting Authority	Director, Central Poultry Development Organization (NR), Industrial Area, phase-I, Chandigarh - 160 002 Phone No. 0172-2655391, Fax No. 0172-2655460 email : cpdonr.chd@gmail.com, cpdonr-chd@nic.in
6	Tender Contract No./Date	CPDO (NR)/ME/2016/2999 dt. 1.12.2016

Note: Tender Fee and EMD (in original) or copy of valid MSE/NSIC registration Certificate (duly attested by Gazetted Officer/Notary), should be submitted to the Tender Inviting Authority on or before the last date & time of bid submission failing which the tender will be summarily rejected. CPDO(NR) shall not be responsible for any delay or loss, due to postal/ courier services. To ensure proper delivery, bidder should submit the documents either in person or through registered/speed post.

5. Critical Dates of Tender:

Sl.No.	Particulars	Date & Time
1	Publish Date & Time	08-12-2016 : 10.00 AM
2	Sale/ Document Download Start Date & Time	08-12-2016 : 10.00 AM
3	Sale/ Document Download End Date & Time	29-12-2016 : 01.00 PM
4	Clarification Start Date & Time	08-12-2016 : 10.00 AM
5	Clarification End Date & Time	24-12-2016 : 05.00 PM
6	Bid Submission Start Date & Time	08-12-2016 : 10.00 AM
7	Bid Submission End Date & Time	29-12-2016 : 02.00 PM
8	Bid Opening Date & Time	29-12-2016 : 03:00 AM

6. The address and contact number for sending documents or seeking clarifications regarding this Tender document are as under:-

i.	Queries to be addressed to	Director, Central Poultry Development Organization (NR), Industrial Area, phase-I, Chandigarh - 160 002
ii.	Postal address for sending the physical documents	Director, Central Poultry Development Organization (NR), Industrial Area, phase-I, Chandigarh - 160 002
iii.	Name/Designation of the contact personnel	Dr.S.Ganesan, Director i/c, CPDO(NR) Chandigarh
iv.	Telephone No of the contact personnel	Phone No. 0172-2655391, 2655460
v.	E-mail ID of contact personnel	email : cpdonrchd@gmail.com, cpdonr-chd@nic.in
vi.	Fax Number	Fax No. 0172-2655460

7. This Tender document is divided into five Parts as follows:-

- a) Part I – Contains General information and instructions for the Bidders about the Tender such as the time, manner of submission and opening of tenders, Validity period of tender, etc.
 - b) Part II – Contains details of the items/services required, such as the Schedule of requirement (SOR), Specifications of items to be procured, Delivery period, Mode of Delivery and Consignee details.
 - c) Part III – Contains Standard Conditions of Tender, which will form part of the contract with the successful bidder.
 - d) Part IV – Contain Special Conditions applicable to this Tender and which will also form part of the contract with the successful bidder.
 - e) Part V – Contains Evaluation Criteria and Format for Commercial Bids.
6. This Tender document is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage and also reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

For and on behalf of CPDO (NR),

Sd-

**DIRECTOR
CPDO(NR), CHANDIGARH**

PART-I – GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

1. Manner of Depositing the Bids:

The bids will be submitted through on-line mode of Central Public Procurement Portal (CPPP) [<https://eprocure.gov.in.eprocure/app>]. However, certain documents would be required to be submitted in two covers, physically to be dropped in the tender box/sent by post at the prescribed location/address as per details given below:-

A) ON-LINE SUBMISSION

i. Cover -1: Cover-1 will contain the following documents. –

TECHNICAL QUALIFICATION, (Technical evaluation parameters)

Only scanned copies of the original documents listed below shall be uploaded (in pdf format) in the space provided for Technical qualification criteria of the E-Portal (otherwise it will be treated as "Non-Responsive")

1. Instrument for payment of Tender fee or Attested/Notarized copy of MSE/NSIC certificate as per ANNEXURE -VI.
2. Instrument for payment of EMD documents.
3. Tender Conditions Acceptance Certificate:- The bidder shall certify acceptance of all the tender conditions of the online Tender document and furnish a certificate as per ANNEXURE-I of Tender document. The certificate duly signed and stamped shall be scanned and uploaded. In case of any deviations, the bid will be liable to be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter should be enclosed / uploaded.
4. Original Certificate of Incorporation signed by the Registrar of Companies (ROC) in case of a company/firm. Original Proprietorship Certificate in case of a proprietary firm
5. Sales Tax / TIN/TAN/CST/GST Registration certificate issued by the authorities of Commercial Tax Department.
6. Annual Turnover Statement for preceding three financial years 2012-13, 2013-14 and 2014-15 certified by Chartered Accountant as per ANNEXURE -II (Minimum of Rs.50 lakhs (Rupees fifty Lakhs) in any of preceding 3 years.
7. The acknowledgment of latest IT Return including PAN Number to be uploaded.
8. Original Manufacturing License: In case Manufacturing License is under renewal, the bidder should upload the Validity Certificate issued by the Licensing Authority in respect of their manufacturing license (along with List of Products permitted) clearly indicating that the manufacturing license continues to be valid at least during the period of tender process or Direct Importers holding valid import license
9. Details of manufacturing Unit duly signed by concerned authorized signatory as per the format enclosed as ANNEXURE – III. Details of Manufacturing Unit should clearly mention the Manufacturing Capacity of the Unit and the capacity should be adequate to supply the tendered quantity within the supply period stipulated in the tender.
10. Market Standing Certificate for preceding three financial years 2012-13, 2013-14 and 2014-15 issued by Chartered Accountant as per Annexure –IV
11. Dully filled Proforma of Technical bid as per Annexure-V

ii. Cover -II (Price bid):

1. It will contain the enclosed Schedule (Bills of Quotations (BOQ)). Vendor will download the enclosed Schedule (BoQ) and fill all the details in all relevant fields and upload the same. No modification to any field of the schedule (BoQ) or file name is permissible. Any violation will render the bid invalid. Vendors may refer to the 'Instructions to Bidders for Online Submission of Bids' uploaded along with Tender document for any clarification and query.

2. Price bid undertaking as per Annexure-VII
3. Tenderers should quote rates in Indian Rupees only.
4. The rate quoted per unit for landed/basic price shall be F.O.R. destination inclusive of material cost, installation cost, Excise duty, packing forwarding charges, freight, Insurance, customs duty and local sales tax/VAT etc. - In the event of any discrepancy with respect to the rates quoted the Purchaser reserves the right to accept the lowest rate quoted by the bidder
5. The rate quoted in the e-procurement platform format should be for the unit. The Bidders are strictly prohibited to change / alter the specification or unit size given in the e-procurement platform format. In such cases the rates offered will not be considered.

The bids uploaded without above mentioned documents and liable to be rejected.

B) PHYSICAL SUBMISSION (offline submission)

Documents to be submitted in Hard Copy: The original of following documents shall be submitted physically in a sealed envelope and dropped in the tender box/sent by post so as to reach prior to bid submission closing date and time. The responsibility to ensure this lies with the bidder. The envelope should be subscribed with "TENDER NIPPLE DRINKING SYSTEM & BELL DRINKER AT CPDO(NR) CHANDIGARH TO BE OPENED ON 29 DEC 2016".

- a. Instrument for payment of Tender fee (Original) or Attested/Notarized copy of MSE/NSIC certificate as per ANNEXURE -VI.
- b. Instrument for payment of EMD documents (Original).
- c. Tender Conditions Acceptance Certificate:- The bidder shall certify acceptance of all the tender conditions of the online Tender document and furnish a certificate as per ANNEXURE-I of Tender document. The certificate duly signed and stamped shall be scanned and uploaded. In case of any deviations, the bid will be liable to be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter should be enclosed / uploaded.
- d. Original Certificate of Incorporation signed by the Registrar of Companies (ROC) in case of a company/firm. Original Proprietorship Certificate in case of a proprietary firm
- e. Sales Tax / TIN/TAN/CST/GST Registration certificate issued by the authorities of Commercial Tax Department.
- f. Annual Turnover Statement for preceding three financial years 2012-13, 2013-14 and 2014-15 certified by Chartered Accountant as per ANNEXURE -II (Minimum of Rs. 50 lakhs (Rupees fifty Lakhs) in any of preceding 3 years.
- g. The acknowledgment of latest IT Return including PAN Number to be uploaded.
- h. Original Manufacturing License: In case Manufacturing License is under renewal, the bidder should upload the Validity Certificate issued by the Licensing Authority in respect of their manufacturing license (along with List of Products permitted) clearly indicating that the manufacturing license continues to be valid at least during the period of tender process or Direct Importers holding valid import license
- i. Details of manufacturing Unit duly signed by concerned authorized signatory as per the format enclosed as ANNEXURE – III. Details of Manufacturing Unit should clearly mention the Manufacturing Capacity of the Unit and the capacity should be adequate to supply the tendered quantity within the supply period stipulated in the tender.
- j. Market Standing Certificate for preceding three financial years 2012-13, 2013-14 and 2014-15 issued by Chartered Accountant as per Annexure –IV
- k. Dully filled Proforma of Technical bid as per Annexure-V
- l. Downloaded tender documents duly stamped and signed (other than price bid).

2. **ELIGIBILITY CRITERIA:-**
 - i. Must be a **Primary Manufacturer** having valid manufacturing license and Direct Importers holding valid import license.
 - ii. Annual Turnover of the bidder shall not be less than 50 lakhs in any one of the previous three years viz. 2013-14, 2014-15 and 2015-16.
 - iii. Must not be under blacklist by the Department of Animal Husbandry and Veterinary Services or any other Government Departments anywhere in India, due to supply of not of standard quality items or non performance of tender conditions
3. **Tender Fees:** The vendor can download the tender documents from the Central Public Procurement Portal (CPPP) of NIC at web site <https://eprocure.gov.in/> Rs.100/- (Rupees one hundred only) as tender fee (cost of tender) will be paid in the form of Demand Draft/Banker's cheque in favour of Director CPDO(NR) Chandigarh payable at Chandigarh. A scanned copy of Tender Fee will be uploaded online along with the First cover of the Bid. The physical proof of payment of Tender Fee will be deposited along with the manual submission of documents. Bids NOT accompanied with Tender Fee will be rendered invalid.
4. **Uploading of Bids.** Bids should be uploaded by bidders as per the enclosed format of Bill of Quantities (BoQ) and within the stipulated time frame. Bids should be supported with scanned memo/letter pad inter alia furnishing details like TIN/TAN number, CST/GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
5. **Time and date for opening of Bids (online only):** Bids will be opened online in the office of Director Central Poultry Development Organisation (NR), Chandigarh at 1500 hrs on 29 Dec 2016. If any Govt. holiday is declared on the date of opening of bids, the same shall be opened on next working day without any further notice.
6. **Place of opening of the Bids:** Bids will be opened at office of Director Central Poultry Development Organisation (NR), Chandigarh. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important clauses quoted by all Bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative. The result of the opening of Bids will be available Online for all bidders to see.
7. **Clarification regarding contents of the Tender document:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than time stipulate in the Tender document. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his online bid after submission as per the facility provided in the CPP Portal, only prior to the date and time prescribed for end of submission of Bid. No bid shall be modified after the date and time for end of submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidders forfeiture of Earnest Money Deposit (EMD).
9. **Clarification regarding contents of the Tender document:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids.** Canvassing by the contractor in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
11. **Validity of Bids:** The validity of offer shall be **120 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Purchaser as being non responsive. In exceptional circumstances, prior to expiry of the original tender validity period, the CPDO(NR) may request the bidder, in writing, for a specified extension in the period of validity. The bidder may

refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender. The provisions regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

12. **Earnest Money Deposit (EMD)** : Bidders are required to submit Earnest Money Deposit (EMD) for amount mentioned as per details given below along with their bids in favour of Director CPDO(NR), Chandigarh. The EMD may be submitted in the shape of "Demand Draft" or "Fixed Deposit Receipt" from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of ninety (90) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

Sl.No	Item description	Quantity required (No. of sheds)	Accounting Unit	Bid Security to deposited in the shape of DD/BC	Details of DD/BC/FDR No.
1	Nipple drinking system in broiler breeder sheds				
1.01	Supply and installation of Nipple drinking system on turn-key basis in broiler breeder sheds - 10 (Ten) nos. of sheds	10.00	Nos.	Rs.40,000/-	
2	Nipple drinking system in Grower sheds				
2.01	Supply and installation of Nipple drinking system on turn-key basis in Grower sheds – 10 (Ten) nos. of sheds	10.00	Nos.	Rs.40,000/-	
3	Bell drinker system in broiler sheds (3 storied building)				
3.01	Supply and installation of standard automatic round drinker on turn-key basis in Broiler sheds (3 storied building) – 09 (nine) nos. of sheds	09.00	Nos.	Rs.20,000/-	

Micro and Small Enterprises (MSEs) Units registered with the National Small Industries Corporation (NSIC) under their Single Point Registration Scheme for the **Works** are exempted from furnishing the Bid Security deposit & Tender Cost. **They should furnish a Notarized copy of the valid registration certificate issued by MSE/NSIC in their favour, for the Works covered under this Bid document. Attested/Notarized copy of MSE/NSIC Registration certificate should be submitted to the Office of tender inviting authority on or before last date & time of submission of bid.** No other bidders are exempted from furnishing EMD & Tender Cost as mentioned above. **The Original Earnest money & Tender cost or Attested/Notarized copy of MSE/NSIC Registration certificate should be submitted to the Office of tender inviting authority on or before last date & time of submission of bid.**

The Bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the CPDO(NR), to revoke or withdraw their bids or change in any respect of their offer or any terms and conditions thereof. In case of a Bidder revoking or withdrawing his Bid or changing any terms and conditions in regard thereto without the consent of the CPDO (NR) in writing, the CPDO (NR) may at his discretion, forfeit the Bid Security furnished by the Bidder along with his offer. In addition to this the bidder may at the discretion of the CPDO (NR), be debarred from bidding for a period as may be considered fit by the CPDO (NR), against any bid that might be invited by the CPDO (NR) in future. The CPDO NR) will also be within its rights to circulate the

information at its discretion to other prospective Organisation's about the bidders having withdrawn his offer within the validity period. Any Bid not accompanied with proper EMD shall be rejected summarily as being non-responsive and the price bid (Cover - 2) will not be opened. **EMD in the shape of Cheques from the bidders will not accept in any case.**

The EMD (bid security) will be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or
- b) If a bidder fails to accept rectification of arithmetical errors noticed by the CPDO (NR) or
- c) If the Bidder adopts corrupt or fraudulent practices or
- d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - I. Sign the Agreement; and/or
 - II. Furnish the required Performance Security Deposit.

14. **EVALUATION OF BID:** Normally the tender will be accepted of those bidders whose quoted rates are found to be lowest but CPDO (NR) is not bound for such acceptance and reserve the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of CPDO (NR). **For evaluating the lowest evaluated bidder, the lowest evaluated cost for the item shall be considered.** Tender shall be awarded on Single tender responsibility basis.

15. **POST QUALIFICATION**

- i. In the absence of pre-qualification, the **Purchaser** will determine to satisfaction whether the Tenderer that is tested as having submitted the lowest evaluated responsive tender meets the criteria and is qualified to perform the contract satisfactorily.
- ii. The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Purchaser deems necessary and appropriate.
- iii. An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

16. **NOTIFICATION OF AWARD:** The bidder whose bid has been accepted will be notified for the award by the CPDO(NR) prior to expiration of the Bid validity period through the "Letter of Award", which will state the sum that the CPDO(NR) will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract. The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. If tenderer does not accept the offer, after issue of letter of award by the Director, CPDO (NR), Chandigarh-2 within 10 days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited. The Bidder shall promptly check their e-mail box registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The CPDO (NR) shall not be responsible for non-receipt/failure of e-mail to the bidders.

14. **SECURITY MONEY DEPOSIT:** The security money equivalent to the extent of 5% of total estimate value of the contract has to be deposited by the successful tenderer for the contract in form of Fixed Deposit Receipt (FDR) of a nationalized bank or Bank guarantee from a nationalized bank drawn in favour of Director, CPDO (NR), Chandigarh. Security deposit remains valid for a period of sixty days (60) beyond the date of completion of all contractual obligations of the supplier. In the event of non-deposition of the same within 10 days after issue of letter of award by the Director, CPDO (NR), Chandigarh, the earnest money will be forfeited.

The Security Deposit (as performance Security) shall be returned to the supplier on the expiry of the contract period on furnishing usual clearance/No Demand Certificate. The Security Deposit shall be returned on the expiry and termination on the Contract subject to conditions that the Agency has indemnified the Director, CPDO (NR), Chandigarh for all payments to Govt statutory obligation.

Failure of the successful Tenderer to sign the contract and/or furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the Director, CPDO (NR) may make the award to the next lowest evaluated tenderer or call for new tenders.

15. The tender should be submitted in the prescribed form and the same should be signed properly as laid down here under :
 - a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - b) If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address, or by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all partners of the firm shall also accompany the tenders.
 - d) If the tender is submitted by a limited company or a limited Corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. A copy of memorandum & article of association of the company shall also accompany tender.
 - e) If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.
 - f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed on each page in the tender shall be dated.
 - g) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/ themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the TENDERER tendering as well as of those witnessing the tender liable to rejection.
16. CPDO (NR) shall have the right of rejecting/splitting all or any of the tenders and will not be bound to accept the lowest or any tender or to give any reasons for their decision.
17. CPDO (NR) reserves the right to accept or reject any tender, and to annual tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Director's action.
18. The period of Contract would be for two months and the awarded contractor should complete the work (the supply & installation of pan feeding system in 20 broiler breeder sheds) within 2 months. The Director, CPDO (NR) reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the organization, for any justifiable reasons, not mandatory to be communicated to the tenderer.
19. **RESOLUTION OF DISPUTES - ARBITRATION:** Decision of Director, CPDO (NR) shall be final for any aspect of the contract and binding to all parties. In the event of any dispute or difference between the parties thereto such disputes or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrators to appoint by Secretary, Ministry of Agriculture & farmers welfare (Department of Animal Husbandry, Dairying & Fisheries) on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government
For and on behalf of the President of India Signature of the Tenderer(s)

of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language or arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award") which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform their entire obligation under this agreement without prejudice to a final adjustment in accordance with such award.

20. The Notice Inviting Tender and this Information and Instructions for Tenderers shall form part of the tender Documents.

PART-II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

I. SCHEDULE OF SUPPLY & SPECIFICATION :

1. I/We agree that the rate will be quoted for supply and installation of nipple drinking system in broiler breeder sheds (10 sheds), Grower sheds (10 sheds) and standard automatic round bell drinker in Broiler sheds (09 sheds) on turn-key basis at CPDO (NR), Chandigarh inclusive of all charges [including material cost, transportation cost, charges for loading & unloading of materials, Installation cost and statutory liabilities (specially covered all acts, sales Tax/VAT, excise duty, octroi duty & local taxes etc.)].

2. Tenderers/Bidders are advised to study carefully before submitting their bids. Firms willing to participate in the tender may also visit CPDO (NR), Chandigarh and acquaint themselves with the nature and quantum of work involved before submitting the bids.

3. I/We further agree that supply and installation of nipple drinking system in broiler breeder sheds (10 sheds), Grower sheds (10 sheds) and standard automatic round drinker in Broiler sheds (09 sheds) on turn-key basis at CPDO (NR), Chandigarh will be undertaken duly conforming to specification & schedule of requirement as given below:-

3.1 SUPPLY & INSTALLATION OF NIPPLE DRINKING SYSTEM IN BROILER BREEDER SHEDS ON TURN-KEY BASIS:

3.1.1 The nipple drinking system will satisfies the requirement of 1200 nos. of broiler breeder birds (includes males & females) per shed (house), it includes breather unit, complete water pipes with drinking nipples having cup / tray couplings, reinforcement galvanized/aluminum profile and steel wire suspension material, mechanical winches with mounting plants and anti perch cable, ball tank or over a pressure regulator with integrated flush facility and a constant head tank.

3.1.2 The shed dimensions and its capacities are as follows :-

Shed(House) dimension/shed	Shed/House capacity (no. of broiler breeder birds per shed)
i. Length: 100 feet ii. Width: 30 feet iii. Eaves height: 9 feet iv. Ridge height: 12 feet	Male & Female : 1200

3.1.3 Nipple drinking system for broiler breeder - Specification & its requirement schedule:

Brief description of goods/ specification	Quantity required (No. of sheds)	Unit	Delivery Schedule	Place of Delivery & installation	EMD
Supply and installation of nipple drinking system on turn-key basis in broiler breeder sheds - 10 (TEN) nos. of sheds Shall meet the following Specifications & requirements	10	Nos.	January to March, 2017	CPDO(NR), Chandigarh	Rs. 40,000/-

TECHNICAL SPECIFICATION:

The floor nipple watering system consists of the following elements & specification:

- i. a good quality constant head tank with float valve - capacity of 500 litres per shed
- ii. Water is supplied via PVC water pipe (good quality) line through water filter, ball tank or over a pressure regulator with integrated flush facility and with provision of a medicator tank.
- iii. Number of drinking lines required for nipple drinking system per shed : 02
- iv. Minimum no. of nipples (high quality) required for 1 drinking line : 108 nipples (12 nipples/ 3 meter element)
- v. Type of nipple: TOP-plastic nipple (Plastic body of Lubing Nipples are produced from high quality raw material and are reinforced with stainless steel sleeve for better strength) with big drip cup. The nipples desing should ensure that even one touch of the nipple will provide the sufficient quantity of water.
- vi. Drinking Elements: PVC water pipe lines with support of GI round pipe are supplied in assembled elements of 3 m length. These elements are then coupled together through the length of the house.
- vii. Breather Unit: A breather revolving unit is installed at the end of the drinking line for the ventilation and the flush.
- viii. Suspension: The suspension of the drinking lines is supplied via hangers which are stuck on the aluminium profiles approx. every 3 m. These hangers are connected with the metal rope via ceiling pulleys with the central hoisting cable with anti perch cable.
- ix. Type & number of winches required: Mechanical, 1 per drinking line
- x. The nipple drinking system should be warranted for minimum 5 years.

3.2 SUPPLY & INSTALLATION OF NIPPLE DRINKING SYSTEM IN GROWER SHEDS ON TURN-KEY BASIS:

3.2.1 The nipple drinking system will satisfies the requirement of 1200 nos. of grower birds per shed (house), it includes breather unit, complete water pipes with drinking nipples having cup / tray couplings, reinforcement galvanized/aluminum profile and steel wire suspension material, mechanical winches with mounting plants and anti perch cable, ball tank or over a pressure regulator with integrated flush facility and a constant head tank.

3.2.2 The shed dimensions and its capacities are as follows :-

Shed(House) dimension/shed	Shed/House capacity (no. of Grower birds per shed)
i. Length: 100 feet ii. Width: 30 feet iii. Eaves height: 9 feet iv. Ridge height: 12 feet	Grower : 1200

3.2.3 Nipple drinking system for grower -Specification & its requirement schedule:

Brief description of goods/ specification	Quantity required (No. of sheds)	Unit	Delivery Schedule	Place of Delivery & installation	EMD
Supply and installation of Nipple drinking system on turn-key basis in Grower sheds - 10 (TEN) nos. of sheds Shall meet the following Specifications & requirements	10	Nos.	January to March, 2017	CPDO(NR), Chandigarh	Rs. 40,000/-

TECHNICAL SPECIFICATION:

The floor nipple watering system consists of the following elements & specification:

- i. a good quality constant head tank with float valve - capacity of 500 litres per shed
- ii. Water is supplied via PVC water pipe (good quality) line through water filter, ball tank or over a pressure regulator with integrated flush facility and with provision of a medicator tank.
- iii. Number of drinking lines required for nipple drinking system per shed : 02
- iv. Minimum no. of nipples (high quality) required for 1 drinking line : 108 nipples (12 nipples/ 3 meter element)
- v. Type of nipple: TOP-plastic nipple (Plastic body of Lubing Nipples are produced from high quality raw material and are reinforced with stainless steel sleeve for better strength) with big drip cup. The nipples desing should ensure that even one touch of the nipple will provide the sufficient quantity of water.
- vi. Drinking Elements: PVC water pipe lines with support of GI round pipe are supplied in assembled elements of 3 m length. These elements are then coupled together through the length of the house.
- vii. Breather Unit: A breather revolving unit is installed at the end of the drinking line for the ventilation and the flush.
- viii. Suspension: The suspension of the drinking lines is supplied via hangers which are stuck on the aluminium profiles approx. every 3 m. These hangers are connected with the metal rope via ceiling pulleys with the central hoisting cable with anti perch cable.
- ix. Type & number of winches required: Mechanical, 1 per drinking line
- x. The nipple drinking system should be warranted for minimum 5 years.

3.3 SUPPLY & INSTALLATION OF STANDARD AUTOMATIC ROUND BELL DRINKER IN BROILER SHEDS (3 STORIED BUILDING) ON TURN-KEY BASIS:

3.3.1 The standard automatic round bell drinker system will satisfies the requirement of 2000 nos. of Broiler birds, it includes it includes air breather unit, complete PVC water pipes with standard round bell drinker, nylon cord suspension material and a constant head tank.

3.3.2 The shed dimensions and its capacities are as follows :-

Shed(House) dimension/shed	Shed/House capacity (no. of broiler birds per shed)
i. Length: 100 feet ii. Width: 30 feet iii. Eaves height: 9 feet iv. Ridge height: 12 feet	No. of Broiler : 2000

3.3.3 Standard automatic round bell drinkers system for broiler sheds - Specification & its requirement schedule:

Brief description of goods/ specification	Quantity required (No. of sheds)	Unit	Delivery Schedule	Place of Delivery & installation	EMD
Supply and installation of Standard automatic round bell drinkers system on turn-key basis in Broiler sheds (3 storied building) - 09 (nine) nos. of sheds Shall meet the following Specifications & requirements	09	Nos.	January to March, 2017	CPDO(NR), Chandigarh	Rs. 20,000/-

TECHNICAL SPECIFICATION:

The floor Standard automatic round bell drinkers system consists of the following elements & specification:

- i. a good quality constant head tank with float valve - capacity of 500 litres per shed
 - ii. Water is supplied via 20 mm PVC water pipe (good quality) line with extension valve for fitting of bell drinkers.
 - iii. Number of drinking lines required per shed : 02
 - iv. Minimum no. of Standard automatic round bell drinkers (high quality) required for 1 drinking line: 25 drinkers (i.e 50 drinkers/ shed in 2 lines)
 - v. Type of Drinker: Standard automatic round bell drinkers with independent ballast feature (It help new born chicks to find their water with ease). Drinker dimension: 290 mm Diameter, Circumference 880 mm , Trough 36mm, Water level 10 to 20 mm in trough
 - vi. Drinking Elements: Water is supplied in a low pressure system maximum 3.5 meters water height from a water tank via plastic 20mm pipe to drinkers. 20mm Tee is provided on the pipe line where Drinker is needed. Give extension with 1/2" female adaptor. Clean female adaptor by giving inside taper at the edge to prevent damage to 'O' ring. The connector Tee nipple is supplied with the drinker.
 - vii. Breather Unit: A breather revolving unit is installed at the end of the drinking line for the ventilation and the flush.
 - viii. Suspension: The drinking PVC pipeline is fixed to truss. The Drinkers are suspended by the cord provided directly from the top.
 - ix. The nipple drinking system should be warranted for minimum 2 years.
4. The contractor shall be obliged to supply the requisitioned material within 30 days from the date of issue of purchase order by the office.
 5. After receipt of the consignment, the Purchase Committee of the organization shall usually examine the quality of the material supplied. The recommendation of the Purchase Committee shall be final either to accept the material or to reject the material.
 6. Material shall be accepted by the CPDO (NR), Chandigarh only when the entire consignment meets the desired levels mentioned in the specifications.
 7. The acceptability of any consignment depends upon the approval of purchase committee. However, in the event of rejection, the consignment has to be lifted from the Store within 7 days from the date of receipt of the intimation letter, failing which material shall be left out at the supplier's risk and the organization will not have any responsibility for materials and will not entertain for claim for the compensation whatsoever.

8. Failure to fulfill the supply of consignment in time i.e. within the stipulated period will entitle the stores to effect risk purchase utilizing the security deposit of the supplier available at the disposal of the Director, CPDO (NR), Chandigarh. The security deposit of the contractor shall be utilized to pay the difference between the prevailing cost of the material and the accepted rate in the tender.
9. Payment for the supplies made will be released after obtaining work completion & Inspection report from the nutrition laboratory & from purchase committee.
10. All the bills should be submitted in triplicate in the name of the Director, CPDO (NR), Chandigarh -160 002 for payment.
11. No part payment will be made. 100% payment will be made after completion of work.
12. The applicable taxes i.e. TDS will be deducted at source from the bills.
13. Validity of offer should be strictly in accordance with the condition of tender.

PART –III – STANDARD CONDITION

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of Republic of India.
2. **Effective date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out of or relating to the contract or relating to the performance, which cannot be settled amicably, will be resolved through arbitration.
 - (a) In the event of any dispute, a party may seek conciliation proceedings. The conciliation proceedings will be in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification thereof.
 - (b) The party initiating conciliation shall send to the other party a written invitation to conciliate under this part briefly identifying the subject of the dispute.
 - (c) Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.
 - (d) If the other party rejects the invitation, there will be no conciliation proceedings.
 - (e) If the party initiating conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other reasonable period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.
 - (f) If both the parties reach an agreement on settlement of the dispute, the settlement agreement shall have the same status and effect as if it is an arbitral/award on agreed terms on the substance of dispute rendered by an arbitral tribunal under section 30 of Arbitration and Conciliation Act. 1996.
4. **Penalty for use of undue influence :** The Seller undertakes that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the present or any other Contract with the Govt. of India, Any breach of the aforesaid undertaking shall entitle the Buyer to cancel the contract and recover from the seller the amount of any loss arising from such cancellation.

5. **Agents/Agency Commission** : The Seller confirms and declares to the Buyer that the seller is the bonafide firm trading in poultry Feed Ingredients and has not engaged any individual or firm to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries whether officially or unofficially to the award of the contract to the seller nor has any amount been paid promised or intended to be paid to an such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the Seller has engaged any such individual/ firm and pay or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer.
6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/ information.
7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated damages** : If the bidder fails to complete in full, all deliveries of supplies or fail to complete the implementation within the stipulated period, in accordance with the supply order, he will pay to the purchaser i.e. Director CPDO(NR), liquidated damages, at the rate of zero point five percent (0.5%) of the balance value of the supplies, for each complete week or part there-of, for delay upto the maximum of ten percent (10%) of the value of supply order at the discretion of the purchaser. Thereafter the purchaser will have the option to explore the market at my/our risk and cost. The mode and method of such risk purchase would be at the total discretion of the customer i.e. Director, CPDO(NR), Chandigarh.
9. **Termination of Contract**: The contract is liable to terminated at 30 days notice should a change in system be ordered by CPDO (NR).
10. **Notices** : Any notice required or permitted by the contract shall be written in the English language and will be delivered personally or sent by FAX or registered pre-paid mail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting** : The Seller has no right to give, bargain, sell assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Amendments**: No provision of present Contract shall be changed or modified in any way either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
13. **Taxes and Duties**: If bidder desires to ask for excise duty or Sales Tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained. If reimbursement of any duty/tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on such duty/tax and quantum of such duty/tax will be entertained after the opening of tenders.
14. **Excise Duty** : Where the excise duty is payable on advalorem basis, the Bidder should submit alongwith the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacturing of contracted stores taking place during the pendency of the contract.

15. **Sales Tax/VAT:** If it is desired by the Bidder to ask for Sales Tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT and no liability will be developed upon the Buyer. Bidder should quote the rate inclusive of all taxes/duties.
16. **Octroi Duty & Local Taxes:** Normally material to be supplied to Govt. Deptt against Govt. contracts is exempted from levy of town duty. Octroi Duty, Terminal Tax and other levies of local bodies. The local town/Municipal Regulation at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contract placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

PART –IV – SPECIAL CONDITIONS

1. **Performance Guarantee (Security Deposit):** The Bidder will be required to furnish a Performance Guarantee (Security Deposit) by way of Fixed Deposit Receipt through a Public Sector Bank or a Private Sector Bank authorized to conduct Govt. business @ 5% of this contract within 10 days of receipt of the confirmed order. Performance Bank Guarantee (Security Deposit) should be valid upto 60 days beyond the date of completion of contract.
2. **Risk and Expense Purchase:** In the event of I/We failing to honour the contracted obligations within stipulated period and where extension of delivery period is not approved, risk and expense shall be undertaken by the purchaser and any additional amount spent by the Govt. will be recovered from me/us.
3. **Tolerance Clause :** The quantity stated in "Schedule of Requirements" is only as a rough guide and no claim for compensation will be made or entertained in case these quantities be overdrawn or under drawn. All incidents must be complied with at the contract rates whether the quantities demanded therein be within or in excess of the quantity stated in "Schedule of requirement". In the event of withdrawal (or reduction in number) the troops and consequent ceasing of or reduction in demand no compensation will be paid. Due to increased commitment the Government has right to procure additional quantities upto an extent of 25% of the stipulated quantities at the same terms and conditions from the contractor. However, due to emergencies if the additional requirement is over and above 25%, the Government will have the right to conclude a fresh contract during the currency of this agreement in the same area.
4. **Payment Terms:** Payment will be made by the Officer Incharge CPDO (NR) on presentation of bills by the contractor monthly/fortnightly as may be decided by the contract sanctioning authority on finalization of the contract action. The payment will be made on Government Treasury at PAO, New Delhi and **no payment will be made in advance for any supplies made under this contract.**
5. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder-
- The price charged for the stores/services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central Govt. or any Deptt of State Govt. or any statutory undertaking the central or State Govt as the case may be during the period till performance of all supply Order placed during the currency of the rate contract is completed.
 - If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/Organization including the Buyer or any Deptt, of central Govt. or any Deptt of the State Govt. or any Statutory undertaking of the Central or State Govt as the

case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director CPDO(NR) and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods

(iv) By the authority concerned under the existing or previous rate contracts as also under any previous contracts entered into with the Central or State Govt Depts. Including their undertakings excluding joint sector companies and/or private parities and bodies.

(b) The seller shall furnish the following certificate to the Paying authority along with each bill for payment for supplies made against the rate stores of description identical to the stores supplied to the Govt under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any dept of Central Govt. or any Deptt of a State Govt. or any Statutory undertaking of the central or State Govt. as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of Rate Contract at price lower than the price charged to the Govt. under the contract except for quantity of stores categories under sub clauses (a), (b) and (c) of sub para (ii) above.

6. **FORCE MAJEURE CLAUSE:-**

- i. Notwithstanding the provisions of GCC clauses, the Tender shall not be liable for termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of force majeure.
- ii. For purposes of this clause, "force majeure" means, an event beyond the control of the Service provider and not involving the Tender provider a fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the procurement entity either in its sovereign or contractual capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.
- iii. If a force majeure situation arises, the Tenderer shall promptly notify the Procurement entity in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurement entity in writing, the Service provider shall seek all reasonable alternative means for performance not prevented by the force majeure event.

7. I/We agree that without prejudice to other remedies for breach of contract the Government has the right in case of my/our default to make good the deficiency whether caused by rejection of the supply not conforming to specifications or otherwise in the supply at my/our risk and expense.

8. I/We agree that so long as there is no control order under which the maximum price is fixed below the agreed price, Government shall pay for goods at the agreed rate and in the event of such a control order being made and put in force the price shall be paid under the control order in force at the time of delivery of the contracted rate whichever is lower.

9. In the event of any dispute regarding quality or quantity or delay in supply of articles to be supplied, I/We agree to abide by the decision of the Director CPDO(NR) or his representative.

10. I/We hereby agree that the President of India, shall be discharged from all liabilities under the contract or otherwise in relation to the subject matter thereof unless an arbitration or a suit where such supplies is commenced within six months from the expiration of the period or any extension thereof.
11. I/We agree to appoint a reliable and intelligent representative as my/our agent who will maintain liaison with the Director CPDO(NR) representative and who will be given necessary powers by me/us to make prompt arrangement or replacement of any supplies rejected at farm/depot concerned station or delivery.
12. I/We agree that payment of supplies rendered to the farm by me/us will be made to the credit of my/our account in a Scheduled Bank of India.
17. It is clearly understood to me/us that the specification referred to in the contract shall be interpreted as the minimum standard of quality of supply which shall be accepted and articles supplied shall be best available.
18. Delivery will be made on transport arranged for and paid by me/us. I/We also provide and pay labour for unloading the carts/vehicles at place of delivery and for weighing of supplies there.
19. No claim for enhancement in the rates under this contract will be entertained.
20. The Officer operating the contract will be at liberty to issue authorized substitutes in lieu of the articles contacted for from Govt. stocks which may be due for turn-over or essential to be consumed within specified period to avoid loss to the State or any other reasons and that I/We will not claim compensation for any under draws from me/us on that account.
21. I/We agree to pay hire charges for the Government Transport supplied to me/us at my/our request, in case of failure of public transport service due to any cause(s) at the rate fixed by the Government in accordance with the orders which may be current at the time transport is hired. I/We understand that the aforesaid clause does not in any way bind or oblige the Government to provide me/us with the services. The decision of the Director of CPDO (NR) or his representative in this matter will be final and binding on me/us.
22. I/We shall be responsible to pay octroi/terminal/sale taxes and or royalty charges whatever leviable on contract/supplies to the authorities concerned. I/We agree to obtain necessary permits from Civil department should this be necessary.
23. The Security Deposit pertaining to this agreement will not be refunded to the contractor until his account has been finally audited and settled and until he executed the usual No Demand Certificate.
24. I/We will intimate bank account number and other relevant details to make payment through electronic transfer mechanism instead of issuing cheques.
25. I/We also agree that the decision of the Director of CPDO(NR) Chandigarh shall be final and binding on me/us.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation, Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Technical bid.
 - b. The Bids forwarded by the Bidders will be evaluated by the Board of officers with reference to the documents required in the Tender. The compliance of bids would be determined on the basis of the parameters specified in the Tender. The Price Bids of only those Bidders will be opened which meet the criteria laid down in the Tender. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.
 - c. The Bidders are required to only quote the rates in BOQ which should be inclusive of all taxes.
 - d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - e. The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. L1 will be decided based on the itemwise value of item. However, Purchase Committee reserve the right to identify L1 based on combined value of all items. The Buyer also reserves the right to do apportionment of quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format:** The Commercial bid format is provided as BoQ_XXX.xls alongwith this tender document at <https://eprocure.gov.in/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer in the permitted column.

**TENDER CONDITION ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

**Director
Central Poultry Development Organisation (NR)
Industrial Area, Phase-I
Chandigarh- 2.**

Sub: Acceptance in respect of Terms & Conditions of Tender document.

Tender Ref: - CPDO(NR)/ME/2016/2999 dated : 8/12/2016

Name of Work: -

"SUPPLY AND INSTALLATION OF NIPPLE DRINKING SYSTEM AND BELL DRINKERS (EQUIPMENTS FOR AUTOMATION OF WATERING) IN BROILER BREEDER, GROWER AND BROILER SHEDS AT CPDO (NR) CHANDIGARH ON TURN-KEY BASIS"

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned `Tender from the web site(s) www.cpdonrhd.gov.in and/or Central Public Procurement (CPP) Portal site www.eprocure.gov.in/eprocure/app as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from **Page No. 01 to 25** (including all documents like appendix (s) etc.), which shall form part of the contract agreement and I/we shall abide hereby by the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department / Public sector undertaking.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other right or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature of Bidder with Official Seal

Name:

Address:

Tender Ref: CPDO(NR)/ME/2016/2846 dated : 1/12/2016

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s. _____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Financial years	Turnover in Lakhs (Rs)
1	2012- 2013 (Year ending 31-03-2013)	
2	2013- 2014 (Year ending 31-03-2014)	
3	2014 - 2015 (Year ending 31-03-2015)	
	Total	

Rs.(in words) _____

Date:

Signature of Chartered Accountant with name & Seal

Tender Ref: CPDO(NR)/ME/2016/2846 dated : 1/12/2016

DETAILS OF MANUFACTURING UNIT

(Details of manufacturing unit shall be for the premises where items quoted are actually manufactured)

Name of the Bidder & Full Address :
Phone Nos. :
Fax :
E-Mail :
Date of Inception :
License No. & Date :
Issued by :
Valid up to :

Details of Installed Production Capacity for 1 year
(In Terms of Unit Packs)

SI no	Name of the product	Production capacity per year In Terms of Unit Packs

Name and signature of the authorized Signatory

Tender Ref: CPDO(NR)/ME/2016/2846 dated : 1/12/2016

MARKET STANDING CERTIFICATE

Name & Address of the Manufacturer

Sl No.	Year	Code No of the Product	Name of the Product.	Total quantity produced	Purchaser Detail			
					Govt sector (all Govt undertakings)		Private/Non Govt	
					Quantity	Amount in lakhs	Quantity	Amount in lakhs
1.	2012-13							
2.	2013-14							
3.	2014-15							

The detail bills for the above will have to be produced in original for verification at the time of document verification if asked for by the tendering authority

Date:

Place:

Signature & Official Seal of the Chartered Accountant

Tender Ref: CPDO(NR)/ME/2016/2846 dated : 1/12/2016

PROFORMA FOR TECHNICAL BID

Sl.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Bidder's communication Details i. Full office address ii. Telephone Number iii. Fax Number iv. Mobile & WhatsApp Number v. E-mail	
3.	Details of Tender fee instrument – Amount, DD/BC no. & date, issuing bank	
4.	Details of EMD – amount, DD/FDR no. & date, issuing bank	
5.	Date of Establishment of the firm & Registration number of the firm issued by Central/State Govt. of Registrar of companies under Companies Act	
6.	PAN/TAN Number	
7.	Service Tax Registration Number	
8.	TIN Number	
9.	ISO-9001-2008 Certification Number, if any (copy to be enclosed)	
10.	Details of Manufacturing License or Valid Import License	
10.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents i. 2012-13 ii. 2013-14 iii. 2014-15	
11.	Financial status (profit/loss) of the tendering company/firm/agency for the last 3 financial year i. 2012-13 ii. 2013-14 iii. 2014-15	
12.	Length of experience in the field	
13.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India.	
14.	Brand of goods offered	
15.	Name & address of manufacturer	
22.	Bank Account Number Name of Bank Branch Name && Branch code IFSC code	

Dated:

Place:

For and on behalf of the President of India

Signature of the Tenderer(s) with seal:

Name(s):

Designation(s):

Signature of the Tenderer(s)

ANNEXURE -VI

Format for identifying Micro, Small & Medium enterprises under MSMEDA'2006

(To be filled in by the respective enterprise/firm/corporation)

(Strictly for private use only)

1. Name of the enterprise/firm/corporation & Address

2. Nature of business of the firm/corporation/entity Engaged in Mfg.or Production of goods providing/tendering of Services
3. Nature of business with CPDO(NR)

4. Investment in Plant & machinery or in Equipment (other than land and building) if engaged in Mgr.or production of goods if engaged in providing / rendering of Services

- A) Micro Enterprise Less than Rs.25Lakhs Less than Rs.10lakhs
- B) Small Enterprise More than Rs.25lakhs But less then Rs.5cr. More than Rs.10lakhs but less than Rs.2cr.
- C) Medium Enterprise More than Rs.5cr but Less than Rs.10cr. More than Rs.2cr. but less than Rs.5cr.
5. Have you filed the requisite memorandum with notified state / central authorities under theAct.
 In case of micro & small enterprises/Firm/Co/ With state authorities Yes/No
 In case of medium enterprises/firm/co With central authorities Yes/No
6. If yes, date & ref. of filling memorandum

(Signature of authorized Person with Seal and Date)

PRICE BID UNDERTAKING

Date

To,
The Director,
Central Poultry Development Organization (NR),
Chandigarh -160 002

Ref. Your bidding documents F.No.CPDO(NR)/ME/2016/2999 dated 08/12/2016

Having examined the above mentioned bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY AND INSTALLATION OF NIPPLE DRINKING SYSTEM AND BELL DRINKERS (EQUIPMENTS FOR AUTOMATION OF WATERING) IN BROILER BREEDER, GROWER AND BROILER SHEDS AT CPDO (NR) CHANDIGARH ON TURN-KEY BASIS" in conformity with the said bidding documents for the sum as shown in the price Bid (BoQ), attached herewith and made part of this bid.

We undertake, if our bid is accepted, to supply and installation of automatic drinking system on turn-key basis at CPDO (NR) Chandigarh and complete the works in accordance with the delivery schedule specified in the Schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in tender documents for a sum equivalent to 5 % (five percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period of 120 days or for the subsequently extended period. If any, agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a format contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this Day of 200

Signature(s):

Name(s):

Designation(s):

Seal of the Firm

Place:

Date: