राजस्थान सरकार
निदेशालय पशुपालन राज.जयपुर

क्रमांक: एफ.पी.9(16)लेखा/क्रय-व/उपकरण/2014-16

1. अतिरिक्त निदेशक (डब्लू प्रकाश) निदेशालय पशुपालन राज. जयपुर
2. समस्त अतिरिक्त निदेशक, क्षेत्र, पशुपालन राज.
3. अतिरिक्त निदेशक, डी.पी.सेव, जयपुर।
4. संयुक्त निदेशक, पशुपालन राज.
5. उप निदेशक, पशुपालन विभाग, कुर्मान्यसिद्धि।

विध्य- उपकरण दर संविधा वर्ष 2014-15 (दिनांक 31.03.2016 तक) की अनुमानित सूची

उपरोक्त विषयानुसार विभागीय स्थाई क्रय समिति की अभिलक्षण अनुसार उपकरण संख्या दर
संविधा 2014-15 (दिनांक 31.03.2016) के लिए अनुमानित सूची एवं शास्त्री की प्रति सत्त्विक नगर निवासी
जा रही है। पूर्व में जारी क्रय निर्देशों, उपर्युक्त विभाग प्रांत एवं मंत्री के अनुसार क्रय की कार्याधारी
निर्देशित करते हैं। यह सूची शास्त्री की आई.डी.संख्या 715/M.A.H/16 दिनांक 13.03.2015 से प्राप्त
सहमति के आधार पर जारी की जाती है।

संतान - 1. अनुमानित सूची आईटम 2
2. अनुक्रम एवं शास्त्री की प्रति

निदेशक

क्रमांक: एफ.पी.9(16)लेखा/क्रय-व/उपकरण/2014-16/179.2-99

प्रतिलिपि: नम्बर के सुधारन एवं आवश्यक कार्याधारी हेतु प्रेषित है : -

1. नहालेखाकार राज. जयपुर।
2. निजी सचिव, पशुपालन सचिव, पशुपालन राज. जयपुर।
3. निजी सचिव, निदेशक पशुपालन राज.जयपुर।
4. संयुक्त निदेशक (स.ए.)/पशु रोग निदेशक निदेशालय पशुपालन राज. जयपुर।
5. उप निदेशक (ए.सी.यू.) निदेशालय पशुपालन राज. जयपुर को विभागीय कार्यालय को ई-मैल करने
एवं निर्देशित करते हैं।
   Patparganj, New Delhi-110092
7. M/s Chemicals India, 27, Mahadev Nagar, Near nandpuri, Hawa Sadak, 22 Godam,
   Jaipur -302019
8. रक्षित पत्रावली।

कलाप्रीति सेलावकाल
2. Laboratory

Name or Address of Approved Firm

Approved for Inspections for the Year 2014-15 (Up to 31-03-2015)

Director of Animal Husbandry

Government of Rajasthan
GOVERNMENT OF RAJASTHAN
DIRECTORATE OF ANIMAL HUSBANDRY

TERMS & CONDITIONS
OF
THE RATE CONTRACT
OF
EQUIPMENTS & INSTRUMENTS
2014 - 2016

PASHUDHAN BHAWAN,
GANDHINAGAR MOD, TONK ROAD,
JAIPUR, RAJASTHAN-302015

PHONE NO: 0141-2743331
FAX: 0141-2743267

E-mail ID :- director.AHD-rajasthan.gov.in
FA.AHD-Rajasthan.gov.in

Note: - Please read the Terms & Conditions carefully.
Incomplete Bids are liable to be rejected.
PART-I

TERMS & CONDITIONS OF THE CONTRACT (RATE CONTRACT)

N.B. - BIDDER SHOULD READ THESE CONDITIONS CAREFULLY AND COMPLY WITH THEM STRICTLY WHILE SUBMITTING THEIR BIDS. ALL PAGES OF THE BID DOCUMENT ARE TO BE SIGNED, NOTARIZED & ELECTRONICALLY SUBMITTED ONLINE. IF A BIDDER HAS ANY DOUBT REGARDING THE CONDITION OF SPECIFICATION MENTIONED IN THE BID NOTICE/CATALOGUE, HE SHOULD, BEFORE SUBMITTING THE BID, REFER THESE TO THE DIRECTOR, ANIMAL HUSBANDRY DEPARTMENT, RAJASTHAN, JAIPUR AND OBTAIN CLARIFICATION. THE DECISION OF THE DIRECTOR, ANIMAL HUSBANDRY DEPARTMENT, RAJASTHAN, JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER.

1. Online Bids in two parts i.e. Technical Bid (Part-I) and Financial Bid (Part-II) are to be submitted till 2:00 PM on 17-12-2014 to the Director, Animal Husbandry Department, Rajasthan, Jaipur for the purchase of Equipments & Instruments for the Year 2014-15. (As per NIT No. 15608, date 1-1-2014).

2. Eligibility criteria
   i. Bidder shall be an Original Manufacturer having valid manufacturing license or direct importer holding valid import license. Distributors/Suppliers/Agents are not eligible to participate in the bids.

   a. Original Manufacturer means a person/firm having its own unit that performs all the requisite manufacturing and processing operations needed to produce the items (desired in the bid) as per desired specifications, with a valid license issued by the competitive authority.

   b. Importer means a person/firm having a valid license to import products (mentioned in the bid) of the desired specifications/requirements for sale issued by the competitive authority.

ii. Average annual turnover in the last three financial years shall not be less than Rs. 1 crore for SSI units of Rajasthan. For others, the average annual turnover in the last three financial years should not be less than Rs. 3 crores. But for importer, the requirement of minimum annual turnover shall not be applicable.

iii. Bidder should have at least three years Performance / Market Standing as a manufacturer/importer and is required to submit a certificate issued in support of market standing.

3. Bid should not be submitted for the products/products for which the firm/company has been blacklisted/banned any cited items either by bid inviting authority or Govt. of Rajasthan or by any other State/Central Govt. agencies or else it will be liable for rejection at any stage.

4. Submission of Online Bid Forms
   a. Rates shall be mentioned both in words and figures. The rates should mention VAT or Central Sales Tax separately.

   b. The bidder should sign on every page of the bid document as a token of his acceptance of all the terms & conditions of the bid in toto and submit the same online. Non receipt of the so desired bid document duly signed by the bidder shall render such proposals in the bid to be rejected.

Signature of Bidder
c. Bids will be opened online in the presence of such bidders who choose to be present.

d. Financial Bids (Part-II) of those bidders who qualify in Technical Bid, will only be for Qualified for consideration their bids.

e. All enclosures/disclosures in the Technical Bid shall be filled in meticulously with precision and with documentary evidence wherever necessary.

f. All the required documents/enclosures in have to be uploaded & attached along with Technical Bid (Part-I of the bid) only. Eligibility for Financial Bid (Part-II of the bid) will depend on the outcome of documents uploaded/electronically attached to Technical Bid.

g. Financial Bid (Part-II of the bid) shall contain only the details of rates offered.

h. The dates scheduled for Receipt & Opening of bids is fixed. However, the Director Animal Husbandry Department Rajasthan reserves the right of postponing the date of opening the Technical or Financial bids or both in the event of any unforeseen circumstance.

i. If the last date for submission of bids and opening of Bid happens to be a public holiday, the notified dates shall automatically get postponed to the next working date.

j. Failure to upload the properly filled and signed bid (Part-I & II) shall render the bid invalid.

k. The Director Animal Husbandry Department Rajasthan shall not be held responsible for non-receipt of the bids due to failure in uploading thereof for any reason whatsoever.

5. In the event of quotation being submitted by a firm it must be signed separately by each or any member thereof. In the event of a partnership firm, it must be signed on behalf of the firm, by a person holding the power of attorney, authorizing him to do so and in the case of company the quotation should be executed in the manner laid in the Articles of Association. Any change in the Constitution of the Firm/Company shall be notified forthwith by the bidder to the Director, Animal Husbandry Department, Rajasthan, Jaipur and such change shall not relieve any former member of the Firm/Company from the liability under the contract. No new partners/partners shall be accepted in the Firm/Company by the bidder/bidding firm in respect of the contract unless he/they agree to abide by all its terms and conditions and submit to the Director, Animal Husbandry Department, Rajasthan, Jaipur, a written agreement to this effect. Receipt of acknowledgement of any partner subsequently accepted as above will bind Him & other partners all of to discharge any of the purposes of the contract.

6. Documents to be Electronically attached / Uploaded in the Technical Bid

The Bidder should essentially upload the following attachments/certificates/documents for the items bid as along with the Bid document here after mentioned as "Part-I".

i. Proof of Bid document Cost Rs. 400/- paid in favour of Director Animal Husbandry Rajasthan, Jaipur.

ii. Proof of Processing Fees Rs. 1000/- paid in favour of M.D. RISL, Jaipur.

iii. Proof of Bid Security deposit paid in favour of Director Animal Husbandry Rajasthan, Jaipur.

Signature of Bidder
iv. Duly attested photocopy of manufacturing license for the products quoted in the bid. The license & product list should be renewed up to date.

v. In case of Manufacturing license applied for renewal, it is desired to upload the validity certificate from the licensing authority in respect of their license that it continues to be valid during the period of bid process i.e. after submission for renewal, till the time the license is actually renewed.

vi. In case of imported equipment & instruments duly attested photocopy of import license / EC certificate and license for sale issued by concerning licensing authority duly attested if applicable.

vii. Duly attested photocopy of acknowledgment of EM II and affidavit on nonjudicial stamp paper minimum Rupees 10/- in case of SSI Units.

viii. Duly attested photocopy of latest BIS license duly attested with Schedule-I for ISI Marked items.

ix. Latest Sales Tax /VAT clearance certificate.

x. The Declaration form in Annexure "A" duly filled and signed with seal by the bidder and notarized.

xi. Bid Catalogue Annexure "B" duly filled and signed on each page with seal. The words "No Quotation" should be mentioned against those items for which the bidder does not wish to bid.

xii. Annual turnover statement for last three years.

xiii. Income tax return for last three years.

xiv. VAT return for last three years.

Note:

a. All documents duly attested by notary must be submitted online. Uploading unattested copies of the above documents will not be considered valid and shall render the proposal to be rejected.

b. In case of manufacturers, these documents should be under the name and address of premises where items quoted are actually manufactured.

c. The bid will be liable for outright rejection if any rates / discounts / special offers are made in the Technical Bid.

7. Submission of Financial Bid

The bid form duly filled as per BOQ (Financial bid) giving the rates for various items in individual should be uploaded separately as Part - II hereafter called "Financial Bid".

Signature of Bidder
8. Bid document cost, Processing Fees and Bid Security deposit by way of DD must be submitted separately prior to the date of opening of the bids.

9. ISI/BIS certified items would be preferred. Non ISI/BIS items will be considered only in the event when ISI/BIS certified item is not available in the participating bids.

**BID SECURITY**

i. The BID SECURITY shall be @ Rs. 20,000/- for each item quoted subject to minimum of Rs. 1.00 Lacs and maximum of Rs. 5.00 Lacs. BID SECURITY will be taken @ Rs. 5,000/- per item quoted subject to minimum of Rs. 25,000/- and maximum of Rs. 1,25 Lacs, from SSI Units of Rajasthan.

ii. BID SECURITY will not be taken from Undertakings and Corporations of GoI & GoR. However, they shall have to furnish a Bid Securing Declaration.

iii. The bids submitted without sufficient BID SECURITY will be summarily rejected. The BID SECURITY will be forfeited, if the bidder withdraws its bid during bid validity period or in the case of a successful bidder failing to sign the contract agreement in the specified time as per rules or fails to furnish the security deposit.

iv. The BID SECURITY Deposit must be submitted in favour of Director, Animal Husbandry, Rajasthan in any of the following forms:
   - Cash
   - Demand draft
   - Bankers cheque of a scheduled branch or through E-gas under head 8443- Civil Deposits; 103 - Security Deposits. (Khan Deposits not bearing interest)

v. The BID SECURITY will be refunded to the unsuccessful bidder in due course whereas in the case of successful bidder it will be treated as part of PERFORMANCE SECURITY.

11. It may also be noted that the department does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non supply/late supply will not be entertained.

12. RATES

Rates and necessary particulars should incorporate net rates only. Separate free goods or cash discounts should not be offered. Rate must be valid for the entire period of the bid and must be offered conforming to the following:

i. Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges including transit insurance and any other levies or duties etc. chargeable on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.

ii. Only Raj. VAT/Central VAT and surcharge if applicable will be payable over net rate. On issue of Form D, Central VAT will be payable at prevailing concessional rates.

iii. Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in the Financial Bid (BOQ). In the event of any subsequent variation (increase or decrease) in these charges by the government (state or central) the same will be modified accordingly.

Signature of Bidder
iv. Other statutory increase or decrease shall be agreed upon mutually between government and successful bidder/bidders and revised rates shall be applicable on order received on or subsequent to the date of such increase / decrease in government duty.

v. The rates should be confined as far as possible to the packing units mentioned in the catalogue and different rate for different packing should be avoided. Further only total price should be offered against specified item. In no case the rate should be split up showing the cost of any of the component parts of the specified item. If split price are found, the item may be treated as rejected.

vi. The rates must be written both in words and figures.

13. COMPARISON OF RATES OF FIRMS OUTSIDE AND THOSE IN RAJASTHAN:

i. While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST (Central VAT) shall be included in the rates quoted by the firms from outside Rajasthan.

ii. In such case if the price of any item being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST (Central VAT)), the commodity shall be purchased from the firm in Rajasthan.

14. GUARANTEE / WARRANTY CLAUSE:

i. The bidder shall give guarantee that the equipments / instruments would continue to conform to the description and quality till the marked expiry period or for at least next 3 years from the date of delivery, for items having no expiry period.

ii. If during the specified period the said goods/ stores/ articles are discovered not to conform to the description and quality as said for/ or have determined, and the decision of the purchase officer in that behalf will be final and conclusive. The purchaser will be entitled to reject the said goods/ stores / articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the said goods/ stores / articles will be at the sellers risk and all the provisions relating to rejection of goods etc., shall apply. The supplier shall, if so called upon to do so, replace the goods etc., or such portion thereof as is rejected by the Purchase Officer, otherwise, the supplier shall arrange to get it repaired or shall pay such damage as may arise by reason of such breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

15. In case, any item supplied by the approved firm does not conform to the required standard the payment there of, if received by the supplier shall have to be refunded to the indenting officer/ Director, Animal Husbandry Department, Rajasthan, Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are concerned either in part or whole.

16. The names & specifications of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/ USA/ Indian will not serve the purpose.

Signature of Bidder
17. In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalities in connection with the import.

18. MARKING
MRP or rates should not be printed on packing of the Equipments and instruments. रेड प्रति निर्देश should be affixed/printed/stamped wth indelible red ink on the labels of the containers and other packings etc.

19. DELIVERY OF GOODS
i. Delivery of goods shall be given F.O.R at the Stores in the Districts & Kuchaman City or any other station added during the bid period at the discretion of the Director Animal Husbandry at the cost of supplier. The department will pay no cartage or transportation or loading/unloading charge for the purpose.

ii. The Supplier shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage or breakage, leakage or shortage, the supplier shall make good the loss and shortage found on checking of the materials by the consignee. No extra cost on such account shall be admissible.

20. PERFORMANCE SECURITY
i. All firms whose offers are accepted will have to deposit a PERFORMANCE SECURITY equal to 5% (five percent) of the total value of items quoted in the bid. Firms registered with the Director of Industries, Rajasthan, Jaipur (SSI units) shall furnish the amount of Performance Security @1% of the estimated cost of the items quoted in the bid. Central and Rajasthan State Government Undertakings need not to furnish amount of Performance Security.

ii. The Bid Security of successful bidder will be adjusted against PERFORMANCE SECURITY and balance will be required to be deposited in one of the following forms only.
   a. Cash through E-Grus deposited under head "8443- Civil Deposits -103 - Security Deposits. (Khan Deposits not bearing interest.

   b. Bank Draft or Banker Cheque of a scheduled bank in favour of Director, Animal Husbandry, Rajasthan.

   c. National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of purchase Officer at the time of submission of Agreement.

   d. Bank Guarantee of a scheduled bank.

   e. FDR of a scheduled bank in the name of Director, Animal Husbandry, Rajasthan on account of bidder and discharger by the bidder in advance.

iii. Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of requisite stamp duty, in the prescribed form with the Director, Animal Husbandry Department, Rajasthan, Jaipur and deposit security for the performance of the contract within 15 days from the date on which the acceptance of the bid under registered cover is communicated to him.

Signature of Bidder
iv. The security will be refunded after expiry of the contract period successfully including guarantee/warranty period if any. No interest will be paid by the department on the security deposit.

v. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Performance Security shall be liable for forfeiture in full or part by DIRECTOR ANIMAL HUSBANDRY DEPARTMENT and decision of DIRECTOR ANIMAL HUSBANDRY DEPARTMENT shall be final. If a bidder fails to deposit the security or to execute the agreement within the period specified, it will be treated as a breach of the terms and conditions of bid and will result in forfeiture of BID SECURITY besides any other action for this default.

vi. The expenses of completing and stamping the agreement shall be paid by the bidder who shall furnish to the Director, AHD, one executed stamped counter part of the agreement free of charge.

vii. It is to be noted that earlier years Bid Security/ Performance Security, even if lying in this department, shall not be considered towards this contract and therefore Bid Security/ Performance Security should be furnished afresh.

21. INSPECTION OF PREMISES

The Director Animal Husbandry Rajasthan or his authorized representative (s) has the right to inspect the factories / premises of those companies who have quoted for the bid, before accepting the rate quoted by them or before releasing any order (s) or at any point of time during the continuance of the bid. Director Animal Husbandry Rajasthan has the right to reject the bid or terminate / cancel the orders issued or not to re-order, based on the facts brought out during such inspections.

22. SUPPLY ORDERS

i. All the supply orders will be placed by indenting officers of Animal Husbandry Department, through registered post and/or E-mail (in office hours) only and the date of E-mail and/or registration at the post office will be treated as date of order for calculating the period of execution. The supplying firms will execute all orders within the stipulated period as mentioned below.

ii. The supply period (FOR Stores) shall not exceed to 45 days for manufacturer and 75 days for importers from the date of registered post and/or E-mailing the supply order. Liquidated damages will be deducted for the days in excess of period prescribed above for supply.

iii. The bidder / approved supplier shall not assign or sublet his contract or any part thereof to any other agency. In the event of violation of this condition, the Director AHD Rajasthan shall be at liberty to place the contract elsewhere on the Bidder's account and risk. The bidder shall be liable for any loss or damage, which the Government may sustain in consequence of arising out of such replacement of the contract.

Signature of Bidder
iv. If the products do not conform to statutory standards, the entire stock will have to be taken back by the bidder within a period of 30 days from the receipt of the letter relevant communication, at the expense of the bidder / approved supplier and shall be liable for relevant action under the existing laws. In such cases the defaulting supplier is liable to indemnify DIRECTOR ANIMAL HUSBANDRY, without any protest or demur, for any losses borne by him.

v. In the event of non-supply for valid reasons / hinders beyond the control, the bidder (supplier to whom order has been placed) will have to apprise the Director Animal Husbandry, Rajasthan about the same in writing, at-least 15 days prior to the expiry of the stipulated supply period and seek permission for extension of supply period. Director Animal Husbandry, Rajasthan shall have the discretion to permit extension in the stipulated period of supplies with or without Liquidated Damages.

vi. In the event of failure of supplies or short supplies within the permissible/extended supply period, the purchasing officer shall have the right and discretion to cancel the contract or resort to risk purchase without notice to the approved supplier on his (approved supplier) account and risk in quantities or part thereof which the approved supplier has failed to supply. In such event the purchase officer shall have the right & discretion to purchase the goods not supplied by the approved supplier or if not available the best and nearest substitute, in quantities up to the extent of non-supply or short supply, from other quoting firms available in the list of participating bidders on the rates offered by them or from elsewhere on prevalent market rates. Any extra expenses or difference in cost on this account shall be recovered from the due payments or security deposit of the defaulting supplier and the defaulting supplier is liable to indemnify DIRECTOR ANIMAL HUSBANDRY, without any protest or demur, for any losses borne by him.

23. LIQUIDATED DAMAGES:

i. The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the stipulated period on receipt of the supply order from the Purchase Officer.

ii. Liquidated damages for supplies beyond the permissible period shall be made on the basis of following percentage of value of stores which the supplier has failed to supply for the period of delay as follows:
   - Delay up to ¼ period of the prescribed delivery period - 2.5%
   - Delay exceeding ¼ but not exceeding ½ of the prescribed delivery period - 5%
   - Delay exceeding ½ but not exceeding ¾ of the prescribed delivery period - 7.5%
   - Delay exceeding ¾ but not exceeding the period equal to the prescribed delivery period - 10%

Note: - Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

iii. The maximum amount of liquidated damages shall be 10%. For delay in supplies exceeding the period equal to the prescribed extended delivery period, Director Animal Husbandry Department, Rajasthan shall have the discretion of resorting to the provisions mentioned at clause 22(vi).

Signature of Bidder
24. AFTER SALE SERVICE AND MAINTENANCE

The bidder will have to give an undertaking in Annexure "C" for the upkeep of the items supplied where ever applicable as acceptance of the following terms:

i. The supplier shall have to disclose the life of the equipment supplied in case of heavy equipment.

ii. The supplier shall have to provide or arrange to provide spare parts of the supplied equipment / instruments as and when required for its life period.

iii. The supplier shall have to execute or arrange to execute AMC if desired by the department after the expiry of warranty period.

25. GENERAL CONDITIONS

i. Remittance charges on payment made to the firms will be borne by the firms.

ii. All correspondence / queries in this connection should be addressed to the Director, Animal Husbandry Department, Rajasthan, Jaipur.

iii. Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.

iv. Bidders are required to submit printed descriptive literature in case of heavy & medium equipment and instruments. However, in case of small equipment, instruments and lab wares proper samples should be submitted along with the bid.

v. The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the Bidders, so as to enable them in deciding to under-take the responsibilities of making supplies on most competitive rates to the Department. The figures indicated in the catalogue do not constitute any commitment on the part of department to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever.

vi. The provisions of Rule 33 of TPPR to prefer participating SSI unit of Rajasthan under the Purchase Preference to Industries of Rajasthan Rules 1995 as amended up to date at the time of NIT shall be adhered to.

vii. Any provision not included in this document shall be governed by the relevant rules mentioned in the latest GF&AR and Rajasthan Transparency in Public Procurement Rules 2013 followed in Rajasthan.

viii. Any objection against the quantity of the approved item indented i.e. being more or less compared to the proportion of quantity mentioned in the bid document, will not be entertained and shall not be acceptable as a ground for non-supply.

ix. The Store Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the Director, Animal Husbandry Department, Rajasthan, Jaipur.

x. The Director, Animal Husbandry Department, Rajasthan, Jaipur can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding 3 months, for which the Bidder will have to abide. However the extension beyond six months can be granted on mutual agreement.

Signature of Bidder
xi. The contract for the supply can be repudiated at any time by the Director, Animal Husbandry Department, Rajasthan, if the supplies are not made to his satisfaction, after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing.

xii. Extra stipulation or any other condition contrary to the above Bid conditions are not acceptable and may render the bid liable to rejection.

xiii. Specific narration of quality, specifications & classification etc. should be written in covering letter Part-I except RATES if the bidder so desires.

xiv. Bidders must make their own arrangements to obtain import license, if necessary.

xv. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable for rejection summarily. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Director Animal Husbandry, Rajasthan.

xvi. The Director Animal Husbandry, Rajasthan reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons, accept bid for all or anyone or more of the articles for which bidder has submitted quotation or distribute order for items of stores to more than one firm/supplier.

xvii. The bidder shall furnish the following documents at the time of execution of agreement

- Attested copy of Partnership Deed in case of Partnership Firms
- Registration number and year of registration in case partnership firm is registered with registrar of firms.
- Address of residence and office telephone numbers in case of Sole Proprietorship
- Registration issued by Registrar of Companies in case of company.

26. FALL CLAUSE

i. The price charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract.

ii. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction of sale price to the Director, Animal Husbandry Department, Rajasthan, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

iii. Articles rejected by the purchasing officer will have to be replaced by the bidder at his own cost within the time limit fixed by the purchasing officer. If however, due to exigencies of government work such replacement either in whole or in part is not considered feasible, the Director, Animal Husbandry Department, Rajasthan, Jaipur after giving opportunity to the bidder of being heard, shall for recorded reasons, be free to recover / deduct a suitable amount corresponding to the cost of rejected supplies including any other losses from the payments or any other dues to be made to the supplier. His decision in this matter will be final. The defaulting supplier is liable to indemnify DIRECTOR ANIMAL HUSBANDRY, without any protest or demur, for any losses to him on this account.

iv. Legal proceeding if any arising out of the Bid shall have to be lodged in courts situated in Jaipur City only.

Signature of Bidder
v. The Stores purchase Committee can relax any of the terms and conditions of the bid. In case of urgency the Terms & Conditions will be relaxed by the Director, Animal Husbandry Department, Rajasthan, subject to subsequent confirmation by the Store Purchase Committee.

27. INSURANCE

The goods will be delivered FDR at District stores in perfect condition. The supplier, if he so desires, may insure the valuable goods against loss by theft, destruction or damage by fire, flood, exposure to weather or otherwise viz (war rebellion, riot etc). The insurance charges will be borne by the supplier and the department will not be liable to pay any such charges incurred by the supplier.

28. PAYMENTS

i. Advance payment will not be made.

ii. Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with GF & AR.

iii. All remittance charges will be borne by the bidder.

iv. In case of disputed items 25% of the amount shall be with held which shall be paid on settlement / resolution of the dispute.

v. Payment of those goods which need testing shall be made only when such tests have been carried out and test results received confirming to the prescribed specification.

29. RECOVERIES

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bids. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan FDR Act or any other law in force.

30. ARBITRATION

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to Additional Chief Secretary/Principal Secretary, Animal Husbandry Department, Govt. Of Rajasthan who shall be the Sole Arbitrator of the dispute and his decision shall be final and binding.

31. VALIDITY OF BIDS

Bids shall be valid for a period of 90 days from the date of opening.

DIRECTOR
ANIMAL HUSBANDRY DEPARTMENT,
RAJASTHAN, JAIPUR

11. We have read the above terms and conditions and I / we agree to abide by the same.

SIGNATURE OF BIDDER
I/we declare that I/we have read all the conditions of the bid floated by the Director, Animal Husbandry Department, Rajasthan, Jaipur for supply of Equipments & instruments for the period 2015-17 and agree to abide by all the conditions set forth there in.

I/we declare that we are participating in this in the capacity of a .................. I/we enclose valid Manufacturing License/ Import license along with authorization by foreign Principal bearing No............. Valid up to ............... in support therefore. (PAGE........)

I/we further declare that the rates offered by us shall remain valid for the entire period to the bid. I/we have enclosed the following documents as per details given against each-

<table>
<thead>
<tr>
<th>S.No</th>
<th>ITEM</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidding document cost Rs. 400/-</td>
<td>Mention Status of submission YES/NO Page No.</td>
</tr>
<tr>
<td>2.</td>
<td>Processing Fee Rs. 1000/-</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>BID SECURITY Deposit Rs.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Attested Photocopy of Manufacturing License / Validity Certificate &amp; Product permission of quoted items</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Attested Photocopy of Import License/ ICE certificate &amp; License for sale</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>BIS License for ISI Marked Products Quoted</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>EM II and Certificate for SSI Units of Rajasthan</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Declaration form is Ann &quot;A&quot; Duly Signed &amp; notarized (As on this page)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Duly Signed Bid Catalogue in Annexure -B</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Duly Signed &amp; notarized Undertaking in Annexure -C</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Latest S.T.C.C./VAT C.C.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Turnover certificate for last three years in Annex - D</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>VAT return copy for last three years</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Income tax return copy for last three years</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Printed literature of the items quoted</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Name &amp; Specimen Signature of Officer of the Company who is Authorized to make Correspondence with the Department</td>
<td>Name: Spec. Sign:</td>
</tr>
<tr>
<td>17.</td>
<td>Letter of resolution / authorization</td>
<td></td>
</tr>
</tbody>
</table>

Signature
Name of Firm & Address

Date:

Note: Please Number each page & mention the same in blanks as above before Submitting the bid.
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.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Years</th>
<th>Turnover in Lakhs (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2011-12</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Rs._________ Lakhs</td>
</tr>
</tbody>
</table>

Average turnover per annum: Rs._________ Lakhs

Date: ____________________________

Signature of Auditor/Chartered Accountant: ____________________________

(Name in Capital)

Seal: ____________________________
UNDEARTAKING

I/We... having our office at... hereby give an undertaking that I/we will:

(i) Disclose the prescribed/standard life of the equipment/instruments supplied
(ii) Provide spare parts of the supplied equipment/instrument/machine till their working life incase of requirement.
(iii) Execute AMC agreement with the Department till life of the equipment/instrument/machine.

Date:

Signature of Bidders
(With seal)