OFFICE OF THE CHIEF EXECUTIVE OFFICER,
MAHARASHTRA LIVESTOCK DEVELOPMENT
BOARD, AKOLA

TENDER FORM

FOR

Supply of Liquid Nitrogen Container

Submitted by: -----------------------------

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( TOTAL PAGES 1 TO 14 )
Notice No. MLDB/ Tech-2/ LN containers Tender /583 /2011 Akola date: 17.2.2011

Online Bids are invited from the Manufacturers by Two-bid system for supply of LIQUID NITROGEN CONTAINERS of following specifications.

<table>
<thead>
<tr>
<th>Liquid Nitrogen Containers of following capacity.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx. 3 to 4 liter capacity Biological container with 6 canisters.</td>
</tr>
<tr>
<td>Approx. 5 liter capacity Biological container with 6 canisters.</td>
</tr>
<tr>
<td>Approx. 20 to 21 liter capacity Biological container with 6 canisters.</td>
</tr>
<tr>
<td>Approx. 31 to 35 liter capacity Biological container with 6 canisters.</td>
</tr>
<tr>
<td>Approx 50-55 liter capacity for storage &amp; transport of liquid Nitrogen.</td>
</tr>
<tr>
<td>Approx. 320 Lit to 370 Liter capacity storage com freezer wide mouth biological LN container with automatically temp. control device.</td>
</tr>
<tr>
<td>4000 &amp; 6000 Liter Vertical Silo with turn key basis.</td>
</tr>
</tbody>
</table>

The LIQUID NITROGEN CONTAINERS will be purchased as and when required by the institutions under MLDB. However no specific quantity can be guaranteed.

The Tender Form along with Terms & Conditions can be purchased & downloaded from MLDB’s eTendering Portal “http://adf.maharashtra.etenders.in” w.e.f. 17.2.2011 to 5.3.2011 by payment of Rs. 2000/- (Rs. Two thousand only) as the cost of tender form in the form of Demand Draft. The Demand Draft should be drawn in favor of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola”, Payable at Akola. This amount is non-refundable.

The Online tender form duly filled, should prepare on above mentioned eTendering Portal on or before (SCHEDULE BID PREPARATION DATE) & submit on same site on or before (SCHEDULE BID SUBMISSION DATE). The tenders will be opened online possibly on (SCHEDULE TENDER OPENING DATE) in the Office of “Office of Chief Executive Officer, Maharashtra Livestock Development Board, Akola.

The sample of one unit each of Liquid Nitrogen Containers of above mentioned specification should be submitted to the “Office of “Regional Manager, Frozen Semen Laboratory Mula Road, Khadki Pune-3 on 25.2.2011 upto 17.00 hrs.

The Undersigned reserves the rights to accept any or even reject all tenders without assigning any reason. Successful tenderer will have to execute an agreement bond and pay the security deposit.

(Dr. S.P. Sawant)
Chief Executive Officer,
Maharashtra Livestock Development Board,
Akola
**Annexure A**  
*(Price of Tender form Rs. 2000/-)*

Prescribed Form of the Tender for supply of Liquid Nitrogen Containers.

**SCHEDULE TO TENDER NO:**  
Notice No. MLDB/ Tech-2/ LN containers Tender /583 /2011 Akola date : 17.2.2011

<table>
<thead>
<tr>
<th>Last date and time of submission</th>
<th>9.3.2011 up to 15.00 hrs. in the office of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validity period of Tender</td>
<td>Up to 2011 to 30.6. 2013</td>
</tr>
<tr>
<td>Date and place of Opening</td>
<td>(Possibly on ) 11.3.2011 at 11.01 hrs. In the Office of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description with Specifications of Liquid Nitrogen Containers.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liquid Nitrogen &amp; Biological Containers of various capacities.:</td>
</tr>
<tr>
<td></td>
<td>Indian/ Imported, The containers if imported should have latest CE certificate, testing certificate of GOI / ISI certificate is mandatory. The manufacturers of containers should have ISO certificate. The canister must be S.S.</td>
</tr>
<tr>
<td>2</td>
<td>Capacity:</td>
</tr>
<tr>
<td></td>
<td>Requirement(Approx)</td>
</tr>
<tr>
<td></td>
<td>Approx. 3 to 4 liter capacity Biological with 6 canisters 500 nos</td>
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<tr>
<td></td>
<td>Approx 5 liter capacity Biological 6 canisters. 500 nos</td>
</tr>
<tr>
<td></td>
<td>Approx. 20 to 21 liter Biological capacity with 6 canisters. 300 nos</td>
</tr>
<tr>
<td></td>
<td>Approx. 31 top 35 liter capacity. Biological with 6 canisters. 200 nos</td>
</tr>
<tr>
<td></td>
<td>Approx. 50 to 55 Liter capacity Transport Container (for storage &amp; transport of liquid Nitrogen ) 1000 nos</td>
</tr>
<tr>
<td></td>
<td>Approx. 320 Lit to 370 Liter capacity with automatically temp. control device 6 nos</td>
</tr>
<tr>
<td></td>
<td>4000 &amp; 6000 Liter Vertical Silo with turn key basis 7 nos</td>
</tr>
<tr>
<td>3</td>
<td>Vacuum, Repair &amp; replacement warranty:</td>
</tr>
<tr>
<td></td>
<td>Vacuum, Repair &amp; replacement warranty should be minimum Two years for Biological Containers &amp; Three Years for Transport Containers.</td>
</tr>
<tr>
<td>4</td>
<td>Material of construction:</td>
</tr>
<tr>
<td></td>
<td>Container should be made of Aluminum of aluminum alloy. &amp; container more than 55 Lit to 370 Lit must be made of Stainless steel with insulation.</td>
</tr>
<tr>
<td>5</td>
<td>Static Evaporation Rate per day as per BIS:</td>
</tr>
<tr>
<td></td>
<td>1. Not more than 0.15 liters, for upto 12 liters capacity of container.</td>
</tr>
<tr>
<td></td>
<td>2. Not more than 0.13 for over 12 lit. capacity upto 35 Liter capacity of container.</td>
</tr>
<tr>
<td></td>
<td>3. Not more than 0.50 liter for over 45 Liter capacity upto 75 Liter capacity of container.</td>
</tr>
<tr>
<td>6</td>
<td>Weight:</td>
</tr>
<tr>
<td></td>
<td>Empty weight of container should not be more than 3.5 kg, for 3 to 4 Lit. capacity, 4.0 kg for 5 Lit. capacity, 12.0 kg for 20 Lit. capacity, 16 kg for 31 to 35 Lit &amp; 50 to 55 Lit. capacity container</td>
</tr>
<tr>
<td></td>
<td>The Biological containers should have more semen storage capacity with low eva-protion rate. The transport containers should be provided with 2 rubber rings around and 1 rubber ring at bottom of the container.</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Description with Specifications of Liquid Nitrogen Containers. (as per Annexure- A)</td>
</tr>
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<td>--------</td>
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<td>4000 &amp; 6000 Liter Vertical Silo with construction &amp; installation.</td>
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Signature and Seal of the Tenderer
TERMS & CONDITIONS FOR SUBMITTING THE TENDER FOR SUPPLY OF LIQUID NITROGEN CONTAINERS

1. **How to get Tender forms:**
The Tender form along with Terms & Conditions can be purchased & downloaded from MLDB's eTendering Portal “http://adf.maharashtra.etenders.in”. by paying Rs. 2000/- (Rs. Two thousand only) as the cost of tender form in the form of Demand Draft drawn in favor of “Chief Executive officer, maharashtra Livestock Development Board, Akola”, payable at Akola. This amount is non-refundable.

2. **Last Date for submission of Tender Form:**
The Online tender form duly filled, should prepare on above mentioned eTendering Portal on or before **(SCHEDULE BID PREPARATION DATE)** & submit on same site on or before **(SCHEDULE BID SUBMISSION DATE)**. The tenders will be opened online possibly on **(SCHEDULE TENDER OPENING DATE)** in the Office of “Office of Chief Executive Officer, Maharashtra Livestock Development Board, Akola”.

3. If any company has not given satisfactory performance during previous years, Chief Executive Officer, Maharashtra Livestock Development Board, Akola reserves the full right to reject it’s tender or part thereof.

4. In the event of the order being placed to the successful tenderer and if the tenderer fails to supply the Liquid Nitrogen containers according to the terms and conditions envisaged or fails to replace the Liquid Nitrogen containers the rejected by the departmental institutions within stipulated time, Chief Executive Officer, Maharashtra Livestock Development Board, Akola will be at liberty to purchase the Liquid Nitrogen containers from any other source at such price as the purchasing officer in his sole discretion thinks fit and the successful tenderer shall be liable to pay the difference thereof or the difference shall be deducted from the security deposit depending on such failures.

5. Instruction to the tenderer will be the guiding factor, hence tenderer is requested to go through General conditions and instruction to the Tenderer and same shall be binding to the tenderers.

6. As regards Imported liquid nitrogen container tenderer have to confirm the import trading regulations imposed by Government of India and have to fulfill requirements of liquid nitrogen containers as per standards imposed by the department. The importer will have to submit relevant import documents.

7. Sample of LN Containers should be sent to Frozen Semen Lab. Pune on 25.2.2011 & testing of LN Containers will be done by technical committee form by Chief Executive Officer, Maharashtra Livestock Development Board, Akola.

8. Successful tenderer will have to supply the goods as per order placed, within the stipulated period mentioned in the supply order, or within one month (for Indian goods & 4 month for imported goods), failure to do so, the penalty of 0.5% of value will be charged per week or part thereof for late delivery of goods till the date of its supply/receipt.

9. The quality, guarantee period for the goods should be clearly mentioned. During guarantee period replacement Liquid Nitrogen containers as well as to and fro charges along with and taxes if any will be born by the tenderer.

10. The quoted rates shall be inclusive of packing and forwarding charges. The rates shall be written both words and figures. The tender documents should be written legible and free from errors, over writing scratches etc should be avoided. All taxes should be shown separately. F.O.R Destination rates would be on the basis of supplies to be made at various destinations in Maharashtra State which may go upto district level.

11. The tenderer should state whether he has previously supplied the stores offered to any consignee under Government of Maharashtra stating reference and date of acceptance of tender.

12. The tender is liable to be ignored if complete information is not furnished or if any or all the conditions prescribed herein are not fulfilled or if any item is overwritten or corrected.

13. Any loss, penalty imposed shall be deducted from the bills payable.
14. Technical specifications for the Liquid Nitrogen containers should be attached separately.
15. Escalation of rate due to increase in Government taxes and any other charges will not be paid to the supplier.
16. Discount if any should be quoted in the net price of Liquid Nitrogen containers. Mention of any Discount in subsequent pages will not be taken into consideration and the Tender application will be treated invalid.
17. In case of any breach of terms and conditions of the contract, security deposit will stand forfeited to the Chief Executive Officer, Maharashtra Livestock Development Board, Akola.

18. **ITEMS UNDER TENDER PROCESS FOR FIXING RATE CONTRACT:**
   a. Description of Items and Technical specifications – The list of items with specifications is provided as Annexure-A to this document.
   b. Packaging Details- Packing should be standard type and acceptable to transportation or Railway Authority and Government Insurance Fund similarly and it should be easy for handling.

19. **ELIGIBILITY FOR PARTICIPATION IN TENDER PROCESS:**
   (Indian/Overseas company)
   a) Original manufacture with valid manufacturing license for the items listed as Annexure-A can participate in the tender process and submit his bid through eTendering Mode on above mentioned eTendering Portal of MLDB.
   b) Wherever applicable the manufacturing company must have quality certificate for specified quality standards, issued by competent authority. (For Example ISO)
   c) It must be noted that the tenderer should not have been blacklisted by any Government Agency/ Institutions of local self Government/Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Undersigned reserves the right for insisting upon submission of Good performance Certificate issued by any such agency.
   d) The registration certificate of manufacturing company must indicate that production of the items shown in Annexure-A is commenced. Only provisional Registration of the item without commencement of production is not sufficient.
   e) The bidder manufacturing company should clearly state so if his firm is registered with NSIC/SSI Unit or has paid Earnest Money Deposit.
   f) Address of office or liaison officer in India for the day to day liaison.

20. **EARNEST MONEY DEPOSIT (EMD):**
   a. Earnest Money Deposit should be paid Rs. 5000/- in the form of Demand Draft of any Nationalized Bank drawn in favor of Chief Executive Officer, Maharashtra Livestock Development Board, Akola payable at Akola. Cheque and cash will not be accepted at any stage and in that case tender form will be rejected.
   b. Uploading of Scanned Copy of Demand Draft of EMD Payment during online bid preparation & bid submission stage is mandatory
   c. The manufacturing firms located in Maharashtra & Registered with DGS & D (if item quoted is manufactured by them in Maharashtra will be exempted from payment of EMD)
   d. The SSI units registered with NSIC, SSI Govt. of India for their manufacturing items only will be exempted from payment of EMD.
   e. Registration No. & Date of registration as mentioned above should be furnished in each case failing which the tender will not be considered. For this purpose attested Photostat copy of valid registration certificate stating items manufactured should be accompanied with tender. If the tenderer is not registered as above or has not paid E.M.D. his tender will not be considered.
   f. In case of EMD Exemption, Contractors need to upload scanned copy of due registration certificate given by government authorities.
21. **LAST DATE AND PLACE OF SUBMISSION OF COMPLETED TENDER FORMS:**
Completed Tender Form along with the quotation should be prepared & submitted online on above mentioned eTendering Portal on or before Schedule Dates given for the respective activity. (The tenderer must prepare & submit the tender form using Valid Digital Signature Certificate issued by Government of India approved Certifying Authority.)

22. **MANNER OF SUBMISSION OF COMPLETED TENDER FORMS:**
   a. Tenderers should prepare & submit tenders online on above mentioned eTendering Portal of MLDB.
   b. It may be noted that while online opening the tender, Envelope No.1(Technical Envelope) will be opened online in the first instance. Envelope No.2(Commercial Envelope) will be opened online only after ascertaining whether the tenderer has fulfilled all requisites in Envelope No.1(Technical Envelope). The tenderers not fulfilling the above requirements will be rejected and no further claim will be entertained.
   c. Envelope No. 1 (Technical Bid) :- Envelope no 1 is marked as “TECHNICAL TENDER ENVELOPE”. It contains technical information in the form of following documents. All the scanned documents attached here in envelope No.1 should be duly certified/attested by Gazatted officer and the originals should be kept ready for submission on demand.
      I. Manufacturer’s license (Overseas company should submit equivalent document)
      II. Date of starting the firm.
      III. Sale Tax Registration of Unit, with No, valid on the date of filing or valid certificate for exemption of Sales Tax (Not applicable for overseas company)
      IV. Earnest Money Deposit:- Bank Draft of Nationalized Bank (of Rs. 5000/-). Demand Draft may please be invariably drawn in the Name of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola”. Certificate for exemption of Earnest Money Deposit – To avail this please attach Copies of S.S.I. Registration /N.S.I.C. (Registration)/Registration of DGSD.
      V. Information about Annual Turn over of the firm and Names of partners of the firm.
      VI. Product Catalogue and or Information brochure.
      VII. Details of Machinery available for Production and supply of stores.
      VIII. Details regarding participation of such Tender Inquiry in the past, if any.
      IX. If item is under the Contract, rate contract copy should be attached.
      X. All the copies of certificates attached with the tender should be duly certified/attested/notarized. This is mandatory, failing of which tender will be rejected.
      XI. You may attach information as stated above and number the pages.
      XII. To facilitate early check you may fulfill entries in check list to confirm the exact follow up of process.
      XIII. Terms and condition duly signed.
   d. Envelope No. 2 (Commercial Part):- The Second envelope as mentioned above should contain rates quoted only on prescribed priced online tender form. The rates should be quoted as directed. Chief Executive Officer, Maharashtra Livestock Development Board, Akola reserves the right to call for break up of quotation wherever necessary.

The Hash value of Online Envelopes No. 1 and No. 2 should also be digitally signed by tenderers using their Digital Signature Certificate at the end of Online Bid Preparation. eTendering System will not accept any tender after stipulated date & time. Similarly no request for extension of time will be considered.
   e. The firm who make any undue effort to bring the pressure from out side or from any departmental authority will be liable for outright rejection.
   f. Tenders not submitted as per the above-prescribed manner will be treated as invalid.
23. **HOW TO QUOTE RATES:**
   a. Rates should be quoted as Basic Rate + Sales Tax + any other tax = Final Rate. Breakup may however be given separately indicating the rates of duties, taxes etc. Against concessional form.
   b. F.O.R. Destination rates would be on the basis of supplies to be made at various destinations in Maharashtra State.
   c. Vague tender will not be considered.
   d. Quotations against assurance of raw material quota will not be considered.
   e. If the item/items is/are covered under D.G. S. & D. rate-contract, the tenderer should quote D.G.S. & D. Rate-contract, Nos. and furnish other relevant particulars along with the copy of the rate-contract.
   f. Over writing or correction in rates will not be accepted. Rates should be written in clear and readable writing.

24. **OCTROI EXEMPTION:**
   Board / Department will provide Octroi exemption Certificate/ or pay the octroi.

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

26. **PRICE VARIATION / ESCALATION:**
   Price variation clause on any account is not acceptable. Increase in rate on any account such as increase in input cost etc will not be at all, admissible.

27. **OPENING OF TENDERS:**
   Online Opening of tenders shall be possibly done on 11.3.2011 at 11.01 hrs. in the office of the “Chief Executive Officer, Maharashtra Livestock Development Board, Akola” Every bidder is at liberty to remain present or authorized his/her (only one) representative to be present at the opening of the tender at the time and date specified.

28. **ACCEPTANCE OF TENDERS:**
   a. Chief Executive Officer, Maharashtra Livestock Development Board, Akola reserves the right to call for break-up of the quotations where necessary.
   b. Chief Executive Officer, Maharashtra Livestock Development Board, Akola does not pledge himself to accept the lowest tender and reserves to himself the right of accepting the whole or any part of the tender or portion of the quantity offered against any item and you shall supply the same at the rate quoted.
   c. Chief Executive Officer, Maharashtra Livestock Development Board, Akola reserves the right of accepting the whole or any part of the tender or to refuse all tenders without assigning any reason.

29. **SIGNING OF AGREEMENT:**
   a. Successful tenderers shall have to come to the Office of the Chief Executive Officer, Maharashtra Livestock Development Board, Akola for completing formalities of Agreement Bond as and when called, preferably within 10 days of acceptance of tender.
   b. The successful tenderer will be required to execute an agreement bond on stamp paper worth Rs. 100/- along with the security deposit Demand Draft of 3% of value of the
goods to be purchased in favor of the Chief Executive Officer, MLDB, Akola, payable at Akola. Without which the Agreement will not be in forced.
c. The security deposit will be returned after 6 months period after successful completion of two year period of rate contract. hence security deposit should be of 18 months.
d. Indemnity bond will be required to be given by the party agreeing and assuring that in case of any complaint of losses, the same will be paid by the contractor to the Maharasthtra Livestock Development Board, Akola.

30. **INDENTING PARTIES:**
Any person authorized by undersigned may make indent for the goods under the contract.

31. **DEMAND AND SUPPLY SCHEDULE:**
   a. Successful tenderer will have to supply the goods as per order placed within the stipulated period mentioned in the supply order and (if not mentioned (period of 4 weeks/and for imported companies 16 weeks,)) failure to do so, the penalty of 0.05% of value will be charged per week or part thereof for late delivery of goods till the date of its supply/receipt.
   b. There is possibility of repeat order within the validity period of the tender.
   c. The number of items to be purchased is likely to change as per the provision and sanction.

32. **SOME TERMS AND CONDITION FOR IMPORTED ITEMS:**
In case of imported equipments, in addition to condition about eligibility of bidder following condition shall apply.
   a. The manufacturing company will have to appoint its marketing agent in Maharashtra State, who will liaison with respect to quality testing, documentation, receiving supply orders, furnishing rate-list from time to time, provide after sales service etc. He will operate on behalf of contracting company on companies letter pad and submit authority letter issued by Managing Director of such contracting Company.
   b. The letter of credit will be opened by the MLDB/ Representative in favour of foreign supplier.
   c. The Government formalities such as obtaining Custom duty, exemption certificate from Government of India will be completed by the tenderer. The relevant documents will be supplied by Chief Executive Officer, Maharashtra Livestock Development Board, Akola or Department of A.H.
   d. Supplier/ Tenderer will undertake the responsibility of clearing of consignment from customs from Mumbai. Transporting the same to Pune/ Nagpur Plus insurance letter installation and successful commissioning of instrument and imparting minimum 15 days’ training to the operators within India/ abroad will be responsibility of supplier. These services are to be rendered by the supplier/ tenderer free of cost and the Maharashtra Livestock Development Board, Akola will not pay anything for these services.
   e. Dispatch of the equipment is to be made before the dates specified by the indenting agency, through appropriate transport & supplier should sent one copy before the date specified by indenting agency which shall not be later than 45 days.
   f. Agency commission : mention the name of the authorized Indian Agent, indicate the percentage of Indian Agency commission payable in Indian currency.
   g. The payment will be done as follows:
      i) 70% will be released on submitting of the dispatch documents to your bank.
      ii) 20% payment will be released by your bank only after the receipt of the certificate from dept/ board that tenderer has successfully commissioned the equipment and 10% payment will be released on the training or operation is completed to our satisfaction and qc aspect is taken carefully.
      iii) In case of balance payment if there is increase in the rate of exchange the increase is to be borne by the supplier and not by the department/ MLDB any loss arising due to exchange fluctuation will be the loss of supplier.
iv) If there is decrease in the rate of exchange then the difference of amount will be deducted from the balance 30% payment.

h. If there is delay in supply Dept/MLDB will extend the validity of Letter of Credit, then the expense incurred for this will be borne by the tenderer. the Board will not be involve in such case. This condition will be included in the letter of credit.

i. In case of any faulty or any defective equipment the supplier will replace the equipment by his own cost & after replacement; the faulty piece will be handed over to the supplier at Pune / Aurangabad / Nagpur only.

33. **TO WHOM & BY WHOM BILL S TO BE RAISED AND PROCEDURE THEREOF**

Bills must be raised by contracting company under its own letterhead to indenting agency.

34. **QUALITY CONTROL:**

i) Each pack received will be tested for physical examination and quality check. In case of dispute about result, sample may be got rechecked at NDDB’s or any other lab recognized by Government of India.

ii) However if the undersigned desires to inspect the material, the manufacturing facility and stores should be offered for inspection to him or to his agent. In case of supplier having stores/ manufacturing facility out side India, the traveling, boarding and other ancillary charges as per entitlement under government rules in relation to the inspecting officers will have to be borne by the contracting company. Supplier will have to bear the charges of inspection & Testing wherever necessary.

35. **MODE OF PAYMENT:**

Payment shall be made by indenting officer on production of bills raised by the contracting company after Quality check. All payment shall be made in the name of contracting company only. In Indian Currency i.e. Rupees.

36. **PENALTY CLAUSE:**

In case contracting party fails to deliver the Liquid Nitrogen Containers’ consignment thereof within the contracted period of delivery or in case the goods are found not in accordance with the prescribed specifications and / or as per approved samples and / or analysis reports Chief Executive Officer, Maharashtra Livestock Development Board, Akola shall exercise his discretionary powers to take one or more of the following action. Any loss, penalty imposed on supplier shall be deducted from the bills payable to him to the extent of bill amount and any other amount due to contractor under the same or any other contract with the undersigned or any of the indenting agency.

a. To recover from the contractor as liquidated damages a sum equivalent to half percent of the price of the undelivered stores of the stipulated rate for each week or part thereof during which the delivery of such stores are delayed and /or,

b. To purchase such stores from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tenderer. the defaulting tender will be penalized to the extent of differences in the rate of 100% of the value of the order. If action as above to be taken if the defaulting contractor fails to pay penalty he will be permanently de-listed from the list of approved contractors of any Department of Maharashtra Govt./ Central Govt. and security deposits of the contractor will be forfeited to Government.

c. To forfeit the security deposits of the contractor to Government.

d. Cancel the contract

e. Black list the supplier.

f. Risk Purchase.
37. Force Majeure:
If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchasing officer which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

38. PERIOD OF VALIDITY OF RATE CONTRACT:
The contract shall be valid up to 30.6.2013. However, the said Rate Contract may be extended by the undersigned beyond three to six months of above mentioned date, which will be binding on the supplier at the same approved rate and at the same terms and conditions.

39. SETTLEMENT OF DISPUTES:
   a. All disputes between indenting agencies and the supplier shall be settled by the undersigned. However, the disputes between the contractor and the undersigned or the appeal against the decision of undersigned in disputes referred to him shall lie with the Principal Secretary, Department of Animal Husbandry, Maharashtra State.
   b. Judicial proceedings, if any, can be started only in Courts of the State of Maharashtra at Akola Court only.

40. REMOVAL OF DIFFICULTY:
The dates quoted in the tender form are subject to change in the event of any holiday abruptly declared by Govt. Undersigned shall taken such decisions to remove difficulties due to ambiguity of provision in the tender documents or due to provisions which are inconsistent with the objective of this tender.
Declaration of the Tenderer

1. That .............................................................................................................................. I /we
...........................................................................................................am / are authorized nominee(s)/ authorized
signatory of the firm ..................................................................................................... hereby
submit the tender to Chief Executive Officer, Maharashtra Livestock Development Board, Akola
for the supply of LIQUID NITROGEN CONTAINER, That I/We have read the terms and
condition as mentioned in this tender form carefully and that I/ We shall abide by to all the terms
and conditions as mentioned therein.

2. That I/We are well acquainted with the facts about the firm and the information provided in the
tender form is true and correct.

3. I /We may be punished as per law for any wrong information misleading facts provided in the
tender form besides rejection of my/ our tender.

4. In case of any disputes the jurisdiction will be Akola only.

5. Force Majeure condition contained in the manual of the office procedure for purchase of store
for govt. Department 1978 page 99 Appendix xxxi is accepted by Company.

I/ We are bound to supply LIQUID NITROGEN CONTAINER at Pune/ Aurangabad / Nagpur
on the same terms and conditions on the same rates as approved in the rate contract for further 3-6
months of Chief Executive Officer, Maharashtra Livestock Developments Board, Akola at his
discretion desires to give extension to the said rate contract over and above the period of 2011
to 30.6.2013.

I have carefully read the general & specific terms and conditions of the tender for supply of
Tender Notice No. MLDB/ Tech-2/ LN containers Tender /583 / Akola date: 17.2.2011.
for the period from 2011 to 30.6.2013 and I solemnly declare that the terms & conditions are
acceptable to me and binding on me.

PLACE :

DATE:

Signature of tenderer
(Seal)
Details of samples to be submitted for Veterinary Liquid Nitrogen Container
To be submitted at office of Regional Manager, Frozen Semen Laboratory, Khadki, Pune-3
dated ----------------

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Approx. 3 to 4 lit. capacity Biological with 6 canister</th>
<th>Approx. 5 lit. capacity Biological with 6 canister</th>
<th>Approx. 20 to 21 lit. capacity Biological with 6 canister</th>
<th>Approx. 31 to 35 lit. capacity Biological with 6 canister</th>
<th>Approx. 50 to 55 lit. capacity Transport container (for storage &amp; transport of liquid Nitrogen.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Instruments &amp; Equipments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mfg. License No. as on sample (write Lisc. No.)</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Mfg. Lis. No. enclosed in tender form</td>
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<td>4</td>
<td>Batch No.</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Name Manufacturer</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Required Specifications</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>Provided specifications</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>8</td>
<td>Whether the descriptions in column nos 10 and 11 are matching</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>MRP Rs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** All the columns in the above format must be filled in accurately and with proper required information.

Signature and Seal of the Tenderer
**CHECK LIST**

**Notice No. MLDB/ Tech-2/ LN containers Tender /583 /2011 Akola date: 17.2.2011**

The documents to be compulsorily enclosed with tender form are listed below. Any omission makes the tender liable for rejection.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
<th>Whether attached</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; address, category &amp; starting date of the tendering firm (Manufacturer / Distributor)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Manufacturing license</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>a) Earnest money /proof of earnest money deposited in the form of DD No.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>b) Reason for exemption from earnest money</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sales Tax Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>a) Product catalogue enclosed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Details of machinery available for production &amp; supply of stores.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of Rate Contracts with rates if applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Indian / Imported, the containers if imported should have latest CE certificate, testing certificate of GOI/ ISI certificate is mandatory.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>ISO certificate for Manufacturing &amp; Production &amp; Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>For Vertical silo LNCs a certificate of design and drawing by Chief controller of explosive under SMPV (Static and mobile pressure Vessel Rule 1981) is mandatory.</td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>All papers attested by Gazatted officer with office seal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Copy of authentic receipt of sample submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Duly signed terms &amp; conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Annual turnover in rupees certified by competent authority (C.A.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Names of Institutes where items are supplied in the past with authentic documents.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Letter assurance of continuance of supply for the period of contract failing which action as per penalty clause is acceptable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Demand draft of Rs. 2000/- if tender downloaded from website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Copy of rate contract with D.G.S. &amp; D. in Existence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>BIS certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>CE certificate in case of imported containers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Letter of Vacuum, Repair and Replacement warranty.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>