Tender Notice No: MLDB/Tech/tender/ EIFSD/ 3061 / 2013 Akola, Date: 03/04/2013.

Office of the
Chief Executive Officer, Maharashtra Livestock Development Board, Akola

GLOBAL E-TENDER NOTICE No.2/2013-14.

Supply of Progeny Tested, Frozen Semen Doses of
Jersey & Holstein Friesian Bulls

And

In Vivo Jersey & Holstein Friesian Frozen Embryos

(II\textsuperscript{nd} Call)

(Year: 2013- 14)

MAHARASHTRA LIVESTOCK DEVELOPMENT BOARD,
“Pratishthan” Bungalow, Dr. P. D. K. V. Campus,
Krishinagar, Akola Pin - 444104

(TOTAL PAGES 1 TO 25)
Global E-TENDER NOTICE

Supply of Progeny Tested, Frozen Semen of Jersey & Holstein Friesian Bulls & In Vivo Jersey & Holstein Friesian Frozen Embryos (II\textsuperscript{nd} Call)

(Year: 2013-14)

1. Online Tenders are invited for IN TWO BID SYSTEM from manufacturers, distributors and dealers, by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola (MLDB) for Year: 2013-14 for supply of Progeny Tested, Frozen Semen of Jersey & Holstein Friesian Bulls & In Vivo Jersey & Holstein Friesian Frozen Embryos.

2. The details of the same and approximate quantities required for MLDB are as follows:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Specification of Items</th>
<th>Qty*</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Imported Progeny Tested Holstein Friesian Frozen Semen Doses as specified in Annexure A</td>
<td>15000</td>
</tr>
<tr>
<td>Two</td>
<td>Frozen Semen Doses of progeny tested Jersey bulls as specified in Annexure B</td>
<td>15000</td>
</tr>
<tr>
<td>Three</td>
<td>Frozen Embryos of pure Holstein Friesian breed as specified in Annexure C</td>
<td>100</td>
</tr>
<tr>
<td>Four</td>
<td>Frozen Embryos of pure Jersey breed as specified in Annexure D</td>
<td>100</td>
</tr>
</tbody>
</table>

* The quantity of Imported Progeny Tested Holstein Friesian, Jersey Frozen Semen Doses & Frozen Embryos will be increased or decreased.

3. The suppliers will have to supply the Progeny semen doses at Frozen Semen laboratory, Khadki, Pune-3, Maharashtra State, India, inclusive of all costs and taxes (inclusive of octroi).

4. The e-tender details, terms and conditions can be purchased, downloaded, prepared from 03.04.2013 to 23.04.2013 up to 11.00 hrs & submitted online from 23.04.2013 to 26.04.2013 up to 11.00 hrs. on the department’s e-tendering Portal www.maharashtra.etenders.in and can submit payment cost of tender form on payment of Rs.5000/- by Demand Draft of any Nationalized Bank in favour of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola” payable at Akola. The amount is not refundable.

5. The online e-tender form duly completed and signed should be submitted online on the department’s e-tendering portal www.maharashtra.etenders.in along with Earnest Money Deposit Rs. 90,000/- (ninety thousand) for each part of the tender.

6. The Demand Draft of EMD and cost of tender Form should be uploaded online in the Technical Bid. The DD can be submitted at office of Regional Manager, Frozen Semen laboratory, 5Mula Road, Khadki, Pune 411003 (MS, India) Physically on or before 23.04.2013 up to 11.00 hrs.

7. Tender time schedule is to be strictly followed by the Tenderers / Bidders.

8. Tenderer need to pay Rs 1038 /- as a “e-Tendering Service Provider Fee” at the time of Bid Submission. This payment has to be made using Online Payment Gateway. Details of Credit / Debit Card as well as Internet Banking accepted for this payment are given on https://maharashtra.etenders.in

9. Tenders must be submitted on e-Tendering System only. Tenders sent by post / couriers will not be accepted.
**Technical Bid (T1)**

**Check List:** (to be filled by the tendered only). 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>Establishment Date and Experience of the Firm</td>
<td>Mandatory</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>Valid Manufacturing License for Manufacturers Authority and Letter of Assurance of continuous supply from Manufacturer to be submitted by dealers and distributors</td>
<td>Mandatory</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>Duly signed terms and condition</td>
<td>Mandatory</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>Duly signed declaration of Director / Proprietor</td>
<td>Mandatory</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Each Part EMD/ Rs. 90,000/- DD No. ........................ Bank.......................... Date ...............</td>
<td>Mandatory</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>
| 6      | If EMD deposit not enclosed, give reasons and proof of exemption | 1. Certificate attached……  
2. If the firm of Govt. undertaking……………………  
3. SSI unit………………… | Yes / No |
| 7      | Turnover certificate | Mandatory | Yes / No |
| 8      | Copy of Rate Contract if existing with any other government / Board / corporation. List of Clients | If Applicable | Yes / No |
| 9      | Cost of Tender form Rs. 5,000/- DD No. ........................ Bank ........................ Date: ............... To be included in General Terms & Condition | Mandatory | Yes / No |
| 10     | Product Catalogue and or Information brochure | Mandatory | Yes / No |
| 11     | Details of Bulls for semen doses and Embryo’s for supply of embryo’s. | Mandatory | Yes / No |
| 12     | Warranty letter of at least 50% Post thaw motility for PT frozen semen doses. | Mandatory | Yes / No |
| 13     | Document of progeny testing over at least 120 daughters per PT bull along with product catalogue. | Mandatory | Yes / No |
| 14     | Document of performance of donor cow’s for Embryos with product catalogue | Mandatory | Yes / No |
| 15     | Test report issued by any Government Testing Institute or any authorized Government Testing Lab, on disease free status and genomic testing guidelines. | Mandatory | Yes / No |
| 16     | Nature of Ownership, Composition of the Firm, Bankers Name & Address. | Mandatory | Yes / No |
| 17     | C.S.T/S.T No./Vat No. | Mandatory | Yes / No |
| 18     | PAN/TAN No. and Tax clearance | Mandatory | Yes / No |
| 19     | Annual Turnover of last three years | Mandatory | Yes / No |
| 20     | Write-up on arrangements of after sale service viz. Embryo transplantation, consultancy for improving farm management for improving conception rate, genomic testing of existing Bulls and cows with MLDB. | Mandatory | Yes / No |
| 21     | Quality Assurance/Monitoring system followed | Mandatory | Yes / No |
| 22     | Reports of Cyto-genetic tests and disease free report as per OIE guidelines. Sanitary and health protocol of GOI will have to be strictly adhered to and necessary health certificate from competent authority of the country of origin will have to be supplied by selling agency. | Mandatory | Yes / No |

Name and Signature of Tenderer  
(Seal)
Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

1. **General Terms & Conditions:**

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

2) In the event of the order being placed to the successful tenderer and if the tenderer fails to supply the Frozen Embryos and PT Imported Frozen Semen Doses according to the terms and conditions envisaged or fails to replace the Frozen Embryos and PT Imported Frozen Semen Doses rejected by the MLDB institutions within stipulated time, Chief Executive Officer, Maharashtra Livestock Development Board, Akola will be at liberty to purchase the Frozen Embryos and PT Imported Frozen Semen Doses 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.

3) Instructions to the tenderer will be the guiding factor, hence tenderer is requested to go through General conditions and instructions to the Tenderer and same shall be binding to the tenderers.

4) Successful tenderers will have to supply the germplasm as per order placed, within the stipulated period mentioned in the supply order, or within two months, failure to do so, the penalty of 0.5% of value will be charged per month or part thereof for late delivery of germplasm till the date of its supply/receipt.

5) The quoted rates shall be inclusive of packing and forwarding, handling and stocking charges and all costs and taxes including Octroi. The rates shall be written both in words and figures. The tender documents should be written legible and free from errors, over writings, scratches, etc. should be avoided. F.O.R. Frozen ‘semen Lab, Khadki, Pune – 03. Rates should be quoted inclusive of all taxes.

6) 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.

7) Any loss, penalty imposed shall be deducted from the bills payable.

8) Technical specifications for the Frozen Embryos and PT Imported Frozen Semen Doses should be attached separately.

9) Escalation of rate due to increase in Government taxes, devaluation of currency, increase in production costs, raw material, transportation and any other charges will not be paid to the supplier.

10) Discount if any should be quoted in the price bid. Mention of any Discount in subsequent pages will not be taken into consideration and the Tender application will be treated invalid.

11) 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.

12) Only tenders which are in the prescribed form along with Earnest Money Deposit and cost of Tender form DDs (only from a Nationalized Bank) then and then only tender will be accepted.

13) Tenders received after the specified date and time will not be accepted.

14) Payment for successful tenderers will be effected only after satisfactory performance of the Frozen Embryos and PT Frozen Semen Doses as per the demand of indenting officers.

15) The semen/embryos must be stored in proper liquid nitrogen container. They should be dipping properly into liquid nitrogen to protect the semen/embryos.

16) All documents attached should be attested by Gazetted Officer / Notarized.


18) The bulls should be registered with recognized breed association/society/ Government organization of country of origin.

19) For different parts/items under tender, Rates should be quoted in respective commercial envelope (C1, C2, C3, C4) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, at Office. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in specifications rates quoted will not be entertained once the commercial envelop / bid is opened.
2. **How to get Tender forms:**

The Tender Form along with Terms & Conditions can be downloaded from [http://ahd.maharashtra.gov.in](http://ahd.maharashtra.gov.in) and/or [www.maharashtra.etenders.in](http://www.maharashtra.etenders.in) w.e.f. **03.04.2013** by payment of Rs. 5000/- (Rs Five thousand Only) as the cost of tender form, in the form of Demand Draft from any nationalized bank. This amount is non-refundable. The Demand Draft from a nationalized bank should be drawn in favour of “Chief Executive Officer, Maharashtra Livestock Development Board”, payable at Akola. Failure to submit the cost of tender form within stipulated time will disqualify the tender.

3. **EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit should be paid in the form of Demand Draft of any Nationalized Bank. Cheque and cash will not be accepted and such tenders would be rejected. The tender form duly completed and signed should be submitted online on e-tendering portal [www.maharashtra.etenders.in](http://www.maharashtra.etenders.in) along with Earnest Money Deposit for each part @ Rs. 90,000/- in form of Demand Draft from any nationalized bank in favour of the “Chief Executive Officer, Maharashtra Livestock Development Board, Akola” payable at Akola. The DD can be submitted in person at Regional Manager, Frozen Semen laboratory, 5 Mula Road, Khadki, Pune 411003, Phone No. 020-25811045 in person on or before **23.04.2013** till 11:00 hours.

a. The Government institutes will be exempted from payment of EMD.
b. The SSI units registered with NSIC, SSI Govt. of India for their manufacturing items only will be exempted from payment of EMD / call deposit.
c. 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 EMD his tender will not be accepted.

4. **LAST DATE AND PLACE OF SUBMISSION OF COMPLETED TENDER FORMS**

Completed Tender Form along with the tender rate should be prepared on department’s e-tendering Portal on or before **(23/04/2013 till 11.00hrs)** & submitted on same portal on or before **(23/04/2013 to 26/04/2013 till 11.00hrs)** duly filled in and digitally signed by concerned authority. e-tendering system won’t accept any tender after the deadline for preparation & will allow only those tenderer who have completed their online bid preparation for submission. Tender received in other format will not be accepted.

5. **MANNER OF SUBMISSION OF COMPLETED TENDER FORMS**

A) Tenderers should submit tenders in two bid system.

Accordingly, the tender form duly filled for the rates quoted for items should be mentioned in online form given in Commercial Bid (C₁ to C₄). All other required documents such as Technical documents as mentioned in the check-list, demand draft along with a copy of terms and conditions duly signed and all documents supporting the Eligibility criteria for participation in tender process (Refer GENERAL TERMS & CONDITIONS FOR SUBMITTING TENDER) etc. should be uploaded in forms given under Technical Envelope (T₁).

B) It may be noted that while opening the tender online on above mentioned e-Tendering Portal, Technical Envelope (Envelope No.T₁) will be opened in the first instance. Commercial Bid (C₁ to C₄) will be opened on above mentioned e-Tendering Portal only after ascertaining whether the tenderer has fulfilled all requisites in Envelope No.T₁. The tenderer not fulfilling the above requirements will be rejected and no further claim will be entertained.

6. **ELIGIBILITY FOR PARTICIPATION IN TENDER PROCESS**

a. Original manufacture with valid manufacturing license, i.e- Established manufacturers of frozen Embryos and PT frozen semen doses can participate in the tender process and submit his bid through a person duly authorized in this regard by a resolution of its Board of Directors or through its Managing Director or Marketing Manager or any other executive of the manufacturers, authorized dealers and distributors, company authorized by any of the above named functionary/otherwise.
b. Wherever applicable, the manufacturing company must have report for specified quality standards. The manufacturing company should produce dully attested / translated into English manufacturing license of frozen Embryos and PT frozen semen doses issued from concerned department of their State/country. Certificate to be attached.

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.

d. The manufacturing company should be in the market for the last 5 year in World and company having sold a minimum of 2 million PT Frozen Semen Doses and 500 A grade elite Embryos to Government Agencies / Livestock Boards/ Universities/Non Government Organizations over the world in financial years 2010-11 & 2011-12. Proof of satisfactory supply should be provided by the bidder.

e. The bidder/ manufacturing company/ dealer / distributor should clearly mention, if his firm is registered with NSIC/SSI Unit or has paid Earnest Money Deposit.

f. The pre bid meeting will be organized, prior to submission of tender document by the bidders and the meeting information will be displayed on the website.

7. Technical Bid (T1):
1. Technical information (as per Checklist) in the form of following documents. All the documents uploaded in Technical Bid (T1), should be scanned in PDF Format having duly certified / attested by Gazetted Officer or Notary and the originals should be kept ready for submission on demand. The Technical Bids should contain detailed information on the following: -
   - Nature of Ownership.
   - Composition of the Firm.
   - Bankers Name & Address.
   - Annual Turnover of last three years.
   - C.S.T/S.T No./VAT. No.
   - PAN/TAN No.
   - Tax clearance.
   - Whether Manufacturer/Sole Selling Agent/Distributor/Authorized Dealer.
   - Experience in line.
   - Arrangements of after sale service.
   - List of Clients.
   - Quality Assurance/Monitoring system followed.

2. The cost of tender form Rs. 5000/-
3. Earnest money Deposit as mentioned for each Parts in the form of a uncrossed Demand Draft from a nationalized Bank drawn in favor of “Chief Executive Officer, Maharashtra Livestock Development Board”, payable at Akola.
4. Copy of Rate Contract, if existing with any other government/ Board/ corporation.
5. All Documents attested by Gazetted Officer/ Notarized.

8. Commercial Bid (C1 to C4):
Rates should be quoted only in respective commercial envelope (C1, C2, C3, C4) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, Frozen Semen Laboratory, 5 Mula Road, Khadki, Pune-411 003. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in rates quoted will not be entertained once the commercial envelop / bid is opened.

   Online commercial bid (C1 to C4) Rates not quoted in the prescribed tender form or uploaded on separate paper will not be considered and the tender form will be rejected. The Chief Executive Officer, Maharashtra Livestock Development Board, Akola reserves the right to call for a break up of rate wherever necessary. Financial Bids will be opened only of those tenders, who qualify and are found suitable during the scrutiny of Technical Bids.

The Technical Bid T1 and Commercial Bid C1 to C4 should also be digitally signed by the tenderer before completion of Online Bid Preparation on or before 23.04.2013 till 11.00 hrs and again submitted online on or
before 23.04.2013 11:00 hrs to 26.04.2013 11:00 hrs of the Online Bid Submission. e-Tendering System won’t allow any tenderer to participate in tenders after stipulating date & time. Similarly no request for extension of time will be considered.

The firm who makes any undue effort to bring the pressure from outside or from any departmental authority will be liable for outright rejection. Tenders not submitted as per the above-prescribed manner will be treated as invalid.

9. DOCUMENTS:
The tender documents should be written legible and free from errors, over writings scratches etc.
a) No tenders will be accepted after stipulating date & time. Similarly no request for extension of time will be considered.
b) The firm who makes any undue effort to bring the pressure from outside or from any departmental authority will be liable for outright rejection.
c) Tenders not submitted as per the above prescribed manner will be treated as invalid.

10. LAST DATE FOR SUBMISSION & OPENING OF TENDER FORM:
Online e-tender should be submitted on e-tender Portal and or www.maharashtra.etenders.in on 23.04.2013 to 26.04.2013 up to 11.00 hrs. The technical bid tender will be opened possibly on 26.04.2013 after 11.30 hrs. and Commercial bid shall be possibly on 26.04.2013 up to 13.00 hrs in the “Chamber of Joint Commissioner, Animal Husbandry (Head Quarter), office of Commissioner Animal Husbandry, Maharashtra State, Pune 411001”.

The tender form will not be accepted after stipulated date & time & hence no request for extension of time will be considered.

11. HOW TO QUOTE RATES-
The per unit rates should be quoted as F.O.R. destination inclusive of all taxes, levies, transport, clearances, etc. at the Frozen Semen Lab, 5 Mula Road, Khadaki, Pune-03.
Overwriting or correction in rates will not be accepted. Rates should be quoted in both figures & words written in clear and readable language.

12. Octroi:
The board / Department will not provide Octroi Exemption Certificate.

13. PRICE VARIATION / ESCALATION:
The Price variation clause on any account is not acceptable. Increase in rate on any account such as increase in input cost viz. currency rate, raw material, transportation etc will not be at all admissible.

14. 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.

15. SIGNING OF AGREEMENT:
a. Successful tenderer 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 20 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 of 3% of value of the germplasm to be purchased in favour of the Chief Executive Officer, MLDB, Akola, Payable at Akola in terms of Bank guarantee of Nationalized Bank. Without which the Agreement will not be in forced.
c. The security deposit will be returned after 6 months period after successful completion of period of rate contract, the 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 Maharashtra Livestock Development Board, Akola.

16. INDENTING PARTIES:
Any person authorized by undersigned may make indent for the germplasm under the contract.

17. **DEMAND AND SUPPLY SCHEDULE:**
   Successful tenderer will have to supply the germplasm as per order placed, within the stipulated period mentioned in the supply order and {if not mentioned (period of 2 months,)} failure to do so, the penalty of 0.5% of value will be charged per week or part thereof for late delivery of germplasm till the date of its supply/receipt. Formalities of custom clearance are to be arranged by suppliers.

18. **TO WHOM & BY WHOM BILLS TO BE RAISED AND PROCEDURE THEREOF:**
   Bills must be raised by contracting company under its own letter head to indenting agency.

19. **QUALITY CONTROL:**
   i. If germplasm are found to be unfit for use, the contract will be cancelled and the bidder will be debarred / black listed from the Rate Contract. In case of dispute, the decision is reserved with Chief Executive Officer, MLDB, Akola. Manufacturing of the Frozen Embryos and PT F S Doses as per OIE and Government of India guidelines (Please refer to GOI website) should be submitted along with the bid.
   ii. Test report from any Govt. test house for germplasm /material used should also be submitted along with tender.
   However if the CEO, MLDB desires to inspect the semen and embryo station, the manufacturing facility and stores should be offered for inspection. Supplier will have to bear the charges of inspection & Testing wherever necessary.

20. **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.

21. **PENALTY CLAUSE:**
   In case, contracting party fails to deliver the items/ germplasm consignment thereof within the contracted period of delivery or in case the germplasm are found not in accordance with the prescribed specifications Chief Executive Officer, Maharashtra Livestock Development Board, Akola shall exercise his discretionary powers to take one or more of the following actions.
   a. 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 agencies.
   b. If the Quality of the items is found unsatisfactory or damaged or not as per the specifications, the whole consignment of items should be replaced by the supplier at his own cost.
   c. To recover from the contractor as
      a. liquidated damages a sum equivalent to half percent of the price of the undelivered items of the stipulated rate for each month or part thereof during which the delivery of such items are delayed and / or, to purchase item 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 MLDB.
      d. To forfeit the security deposits of the contractor to MLDB
      e. Cancel the contract
      f. Black list the supplier
22. **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 contact shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract 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.

23. **PERIOD OF VALIDITY OF RATE CONTRACT**:
   The contract shall be valid up to 31st March 2014. 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.

24. **INCOMPLETE TENDER**:
   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.

25. **OPENING OF TENDERS**:
   Opening of Technical bid of tenders shall be possibly on 26.04.2013 up to 11.30 hrs. and Commercial bid shall be possibly on 26.04.2013 at 13.00 hrs. in the Chamber of Joint Commissioner Animal Husbandry (Head Quarter), office of Commissioner Animal Husbandry, Maharashtra State, Pune 411001. Every bidder is at liberty to remain present or authorize one representative to be present at the opening of the tender at the time and date specified.

26. **ACCEPTANCE OF TENDERS**:
   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.

27. **SETTLEMENT OF DISPUTES**:
   a. All disputes with concerned contractor shall be settled by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola. However, the disputes between the contractor company/bidder and the Chief Executive Officer, Maharashtra Livestock Development Board, Akola or the appeal against the decision of Chief Executive Officer, Maharashtra Livestock Development Board, Akola in disputes referred to him shall lie with the Secretary (ADF) Mantralaya, Mumbai-32/ Chairman, Maharashtra Livestock Development Board, Akola.
   b. In case of any Judicial matter, it will be within the Akola Court only.
   c. Chief Executive Officer, Maharashtra Livestock Development Board, Akola will not be held responsible for any claim demands and/ or judgment of any nature brought against the M.L.D.B. Akola arising out of the services rendered by the concerned company and it’s staff under this contract. In case of dispute in supply, the decision of Chief Executive Officer, Maharashtra Livestock Development Board, Akola will be final and will be binding to the concerned/ contractor / bidders/ supplier.

28. **REMOVAL OF DIFFICULTY**:
   The dates quoted in the tender form are subject to change in the event of any holiday abruptly declared by Govt. Chief Executive Officer, Maharashtra Livestock Development Board; Akola will take appropriate decisions to remove difficulties arising due to ambiguity in provisions made in the tender document.
ANNEXURE – A

SPECIFICATION FOR THE IMPORT OF FROZEN SEMEN OF HOLSTEIN FRIESIAN BULL

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Sire characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Daughters’ average milk yield</td>
<td>≥ 9000 Kg.</td>
</tr>
<tr>
<td>2</td>
<td>Daughters’ average Fat % ( total fat )</td>
<td>≥3.5% (315 Kg/Lactation)</td>
</tr>
<tr>
<td>4</td>
<td>Minimum assured sperm count per dose</td>
<td>10.00 Million</td>
</tr>
<tr>
<td></td>
<td>Repeatability/ Reliability for production traits</td>
<td>85% or more</td>
</tr>
<tr>
<td></td>
<td>Post thaw motility of semen</td>
<td>≥ 50%</td>
</tr>
</tbody>
</table>

**TECHNICAL TERMS & CONDITIONS:**

1. Bulls should be progeny tested with Positive sire indices / breeding values for volume of milk, fat, protein and conception rate.
2. Bulls should be improver for overall conformation / type trait.
3. Bulls should have somatic cell score lower than the mean/average score.
4. Packing of sperms should be in French mini straws (0.25ml).
5. The bulls should be registered with recognized breed association/society/ Government organization of country of origin.
6. The daughter record must be based on minimum 120 daughters’ per bull, from minimum 20 herds.
7. There should not be any full sib/half sib among the quoted list of bulls.
8. The Maximum number of doses per bull will be limited to 5000.
9. Donor bulls should be free from genetic disorders like Bovine Leucocytes Adhesion Disease (BLAD), Deficiency of Uridine Monophosphate Synthetase (DUMPS), Citrulinemia, Factor XI and likes.
10. Acceptable bacterial load not more than 5000 CFU per ml of semen.
11. Original printed catalogue should be submitted along with the tender application. The genetic base and the formula/ equation used to calculate yield of milk, fat, and protein is required to be supplied along with the tender application
12. Standard Pedigree sheets of individual bulls are required to be supplied.
13. All the latest guidelines for import of Bovine germplasm and observations under Livestock importation act of Govt. of India should be met and followed by the selling agency.
14. Semen will be purchased from those bulls quoted by the firm, substitution of ordered bulls will not be allowed.
15. Sanitary and health protocol of GOI will have to be strictly adhered to and necessary health certificate from competent authority of the country of origin will have to be supplied by selling agency.
16. Sire’s daughters’ average protein % or total protein per lactation shall be above average of that breed in that country. The certificate of average protein % or total protein per lactation in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).
17. Sire’s daughters’ average somatic cell count (SCC) shall be below the prescribed limit average of that breed in that country. The certificate of acceptable somatic cell count (SCC) in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).

**NOTE:** TO QUALIFY FOR FINANCIAL BID EVALUATION AT LEAST 05 BULLS QUOTED BY BIDDER ARE REQUIRED TO QUALIFY IN TECHNICAL EVALUATION OF BIDS.
ANNEXURE – B

SPECIFICATION FOR THE IMPORT OF FROZEN SEMEN OF JERSEY BULL

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Sire characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Daughters’ average Milk Yield in 305 days</td>
<td>≥6000Kgs</td>
</tr>
<tr>
<td>2</td>
<td>Daughters’ average Fat % in 305 days</td>
<td>≥4.5% or 270Kg</td>
</tr>
<tr>
<td>3</td>
<td>Minimum assured sperm count per dose</td>
<td>10.00 Million</td>
</tr>
<tr>
<td>4</td>
<td>Repeatability / Reliability for production traits</td>
<td>≥85%</td>
</tr>
<tr>
<td>5</td>
<td>Post thaw motility of semen</td>
<td>≥50%</td>
</tr>
</tbody>
</table>

TECHNICAL TERMS & CONDITIONS:
1. Bulls should be progeny tested with positive sire indices / breeding values for volume of milk, fat, protein and conception rate.
2. Bulls should be improver for overall conformation / type trait.
3. Bulls should have somatic cell score lower than the mean/average score.
4. Packing of sperms should be either in French mini straws (0.25ml).
5. The bulls should be registered with recognized breed association/society/ Government organization of country of origin.
6. The daughter record must be based on minimum 120 daughters’ per bull, from minimum 20 herds.
7. There should not be any full sib/half sib among the quoted list of bulls.
8. The Maximum number of doses per bull will be limited to 5000.
9. Donor bulls should be free from genetic disorders like Bovine Leucocytes Adhesion Disease (BLAD), Deficiency of Uridine Monophosphate Synthetase (DUMPS), Citrulinemia, Factor XI and likes.
10. Acceptable bacterial load not more than 5000 CFU per ml of semen.
11. Original printed catalogue should be submitted along with the tender application. The genetic base and the formula/ equation used to calculate yield of milk, fat, and protein is required to be supplied along with the tender application
12. Standard Pedigree sheets of individual bulls are required to be supplied.
13. All the latest guidelines for import of Bovine germplasm and observations under Livestock importation act of Govt. of India should be met and followed by the selling agency.
14. Semen will be purchased from those bulls quoted by the firm, substitution of ordered bulls will not be allowed.
15. Sanitary and health protocol of GOI will have to be strictly adhered to and necessary health certificate from competent authority of the country of origin will have to be supplied by selling agency.
16. Sire’s daughters’ average protein % or total protein per lactation shall be above average of that breed in that country. The certificate of average protein % or total protein per lactation in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).
17. Sire’s daughters’ average somatic cell count (SCC) shall be below the prescribed limit average of that breed in that country. The certificate of acceptable somatic cell count (SCC) in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).

NOTE:- TO QUALIFY FOR FINANCIAL BID EVALUATION AT LEAST 03 BULLS QUOTED BY BIDDER ARE REQUIRED TO QUALIFY IN TECHNICAL EVALUATION OF BIDS.
ANNEXURE – C

SPECIFICATION FOR IMPORT OF HOLSTEIN FRIESIAN FROZEN EMBRYOS

<table>
<thead>
<tr>
<th>S.No</th>
<th>Sire characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Following are required to be in a standard lactation of 305 days</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Daughters’ average milk yield</td>
<td>≥ 11000 Kg. 1st lactation</td>
</tr>
<tr>
<td>2</td>
<td>Daughters’ average Fat %</td>
<td>≥3.5% or (385 kg Kg/Lactation)</td>
</tr>
<tr>
<td></td>
<td>Repeatability/ Reliability for production traits</td>
<td>85% or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S.No</th>
<th>Dam characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Milk yield in standard lactation of 305 days</td>
<td>≥11,000 Kg.</td>
</tr>
<tr>
<td>2</td>
<td>Fat percentage in milk</td>
<td>≥3.5%</td>
</tr>
</tbody>
</table>

TECHNICAL TERMS & CONDITIONS:
1) Sire should be progeny tested with positive sire indices / breeding values for volume of milk, fat, protein and conception rate.
2) Sire should be improver for overall conformation / type trait.
3) Sire should have somatic cell score lower than the mean/average score.
4) The parent sires and dams of Embryos should be registered with recognized breed associations/societies/government organizations of the country of origin.
5) Embryos should be In-Vivo fertilized.
6) In-Vitro fertilized, bisected, split Embryos will not be accepted.
7) Embryos should not be frozen or collected more than 2 years before the last date of filling of the tenders.
8) The Embryos should be trypsinized as per the protocol of IETS.
9) The Embryos should be of grade-I as per the internationally accepted norms set by IETS.
10) Embryos are required to be used in a direct transfer method and should be singly packed in French mini transparent straws with proper identification rods.
11) Embryo thawing protocol is required to be supplied.
12) There should not be more than 10 Embryos from a single sire and not more than 05 Embryos from a single dam.
13) The guidelines for import of bovine germplasm as given by GOI and sanitary and health protocol of Government of India or any subsequent revision will have to be strictly adhered to.
14) Original printed catalogue relating to the bulls should be submitted along with the tender application. The genetic base and the formula/ equation used to calculate yield of milk, fat, and protein is required to be supplied along with the tender application.
15) Standard Pedigree sheets of individual bulls from respective breed associations are required to be supplied.
16) The embryo must contain normal blastomere with intact zona-pelucida. The supplier should provide the standard freezing and thawing procedure for the transfer of embryo in the recipient.
17) Average protein % or total protein per lactation shall be above average of that breed in that country. The certificate of average protein % or total protein per lactation in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).
## ANNEXURE – D

### SPECIFICATION FOR IMPORT OF JERSEY FROZEN EMBRYOS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Sire characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Daughters’ average Milk Yield in 305 days</td>
<td>≥7000Kgs 1st lactation</td>
</tr>
<tr>
<td>2</td>
<td>Daughters’ average Fat % in 305 days</td>
<td>≥4.5% or 315 Kg</td>
</tr>
<tr>
<td>3</td>
<td>Repeatability / Reliability for production traits</td>
<td>≥85%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S.No</th>
<th>Dam characteristics</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Milk yield in standard lactation of 305 days</td>
<td>≥7000Kgs</td>
</tr>
<tr>
<td>2.</td>
<td>Fat percentage in milk</td>
<td>≥4.5%</td>
</tr>
</tbody>
</table>

### TECHNICAL TERMS & CONDITIONS:

1) Sire should be progeny tested with positive sire indices / breeding values for volume of milk, fat, protein and conception rate.
2) Sire should be improver for overall conformation / type trait.
3) Sire should have somatic cell score lower than the mean/average score.
4) The parent sires and dams of Embryos should be registered with recognized breed associations/societies/government organizations of the country of origin.
5) Embryos should be In-Vivo fertilized.
6) In-Vitro fertilized, bisected, split Embryos will not be accepted.
7) Embryos should not be frozen or collected more than 2 years before the last date of filling of the tenders.
8) The Embryos should be trypsinized as per the protocol of IETS.
9) The Embryos should be of grade-I as per the internationally accepted norms set by IETS.
10) Embryos are required to be used in a direct transfer method and should be singly packed in French mini transparent straws with proper identification rods.
11) Embryo thawing protocol is required to be supplied.
12) There should not be more than 10 Embryos from a single sire and not more than five Embryos from a single dam.
13) The guidelines for import of bovine germplasm as given by GOI and sanitary and health protocol of Government of India or any subsequent revision will have to be strictly adhered to.
14) Original printed catalogue relating to the bulls should be submitted along with the tender application. The genetic base and the formula/ equation used to calculate yield of milk, fat, and protein is required to be supplied along with the tender application.
15) Standard Pedigree sheets of individual bulls from respective breed associations are required to be supplied.
16) The embryo must contain normal blastomere with intact zona-pelucida. The supplier should provide the standard freezing and thawing procedure for the transfer of embryo in the recipient.
17) Average protein % or total protein per lactation shall be above average of that breed in that country. The certificate of average protein % or total protein per lactation in HF and Jersey breed in that country, issued by a competent authority should be submitted along with the technical bid (Mandatory Document).
Annexure E

Supply of Progeny Tested, Frozen Semen of Jersey & Holstein Friesian Bulls &
In Vivo Jersey & Holstein Friesian Frozen Embryos tender specifications

The contractor/seller hereby declare that the germplasm/stores/articles sold to the buyer under this contract shall be of the best quality and workmanship shall be strictly in accordance with the specification and particular contained mentioned in the clause ______ hereof and the contractor/seller hereby guarantees that the said germplasm/stores/articles would continue to confirm to the description and quality aforesaid for a period of ______ days/months from the date of delivery of the said germplasm/stores/articles to the purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the germplasm/stores/articles if during the aforesaid period of ______days/months the said germplasm/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the purchase in that behalf will be final and conclusive) the purchaser will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the germplasm/articles/stores will be at the seller’s risk and all the provisions herein contained relating to rejection of germplasm etc shall apply. The contractor/seller shall if so call upon to do, replace the germplasm etc or such position thereof as rejected by the purchaser such damages as may rise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise

Name and Signature of Tenderer
(Seal)
Annexure - F

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 Supply of
Progeny Tested, Frozen Semen of Jersey & Holstein Friesian Frozen Semen & In Vivo Jersey & Holstein
Friesian Frozen Embryos Year: 2013-14. That I/We have read the terms and conditions 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 conditions contained in the manual of the office procedure for purchase of store for Govt.
Department 1978 page 99 Appendix xxxi is accepted by the Company.

I/we are bound to Supply of Frozen Embryos and PT Imported Frozen Semen Doses at Pune 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 Development Board, Akola at his discretion desires to give extension to the said
rate contract over and above the period of 2013-2014.

I have carefully read the general & specific terms and conditions of the Tender Notice No: Tender Notice No:
MLDB/ Tech/ tender / EIFSD / 3061 / 2013 Akola, Date: 03/04/2013

I solemnly declare that the terms & conditions are acceptable to me and binding on me. Each page of tender
form is duly signed by me in acceptance.

PLACE:

DATE:

Name and Signature of Tenderer
(Seal)
Annexure – C₁
(Commercial Bid)

Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

Imported Progeny Tested Holstein Friesian Frozen Semen Doses
(Year: 2013-14)

PROFORMA FOR SUBMISSION OF TENDER RATES Commercial Bid C₁:
(To be submitted along with the COMMERCIAL Bid C₁)

Name of Manufacturers, distributors and dealers:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Item / Equipment</th>
<th>Per unit Rate in Indian currency (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C₁</td>
<td>Imported Progeny Tested Holstein Friesian Frozen Semen Doses as specified in Annexure A</td>
<td></td>
</tr>
</tbody>
</table>

For different parts/items under tender, Rates should be quoted in respective commercial envelope (C₁, C₂, C₃, C₄) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, at Office. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in specifications rates quoted will not be entertained once the commercial envelop / bid is opened.

Date:

Name and Signature of Tenderer
(Seal)
Annexure – C₂  
(Commercial Bid )

Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

Imported Progeny Tested Jersey Frozen Semen Doses  
(Year: 2013-14)

PROFORMA FOR SUBMISSION OF TENDER RATES Commercial Bid C₂ :  
(To be submitted along with the COMMERCIAL Bid C₂)

Name of Manufacturers, distributors and dealers:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Item / Equipment</th>
<th>Per unit Rate in Indian currency (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C₂</td>
<td>Imported Progeny Tested Jersey Frozen Semen Doses as specified in Annexure B</td>
<td></td>
</tr>
</tbody>
</table>

For different parts/items under tender, Rates should be quoted in respective commercial envelope (C₁, C₂, C₃, C₄ ) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, at Office. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in specifications rates quoted will not be entertained once the commercial envelop / bid is opened.

Date:

Name and Signature of Tenderer  
(Seal)
Annexure – C₃
(Commercial Bid)

Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

Imported Holstein Friesian Frozen Embryos
(Year: 2013-14)

PROFORMA FOR SUBMISSION OF TENDER RATES Commercial Bid C₃:
(To be submitted along with the COMMERCIAL Bid C₃)

Name of Manufacturers, distributors and dealers:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Item / Equipment</th>
<th>Per unit Rate in Indian currency (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C₃</td>
<td>Imported Holstein Friesian Frozen Embryos as specified in Annexure C</td>
<td></td>
</tr>
</tbody>
</table>

For different parts/items under tender, Rates should be quoted in respective commercial envelope ( C₁, C₂, C₃, C₄ ) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, at Office. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in specifications rates quoted will not be entertained once the commercial envelop / bid is opened.

Date:

Name and Signature of Tenderer
(Seal)
Annexure – C₄
(Commercial Bid)

Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

Imported Jersey Frozen Embryos
(Year: 2013-14)

PROFORMA FOR SUBMISSION OF TENDER RATES Commercial Bid C₄:
(To be submitted along with the COMMERCIAL Bid C₄)

Name of Manufacturers, distributers and dealers:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Item / Equipment</th>
<th>Per unit Rate in Indian currency (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C₄</td>
<td>Imported Jersey Frozen Embryos as specified in Annexure D</td>
<td></td>
</tr>
</tbody>
</table>

For different parts/items under tender, Rates should be quoted in respective commercial envelope (C₁, C₂, C₃, C₄) F.O.R. Rates are to be mentioned and Rs. per Unit inclusive of all taxes, at Office. The tender committee may ask explanation for break up of every item quoted if desired. Kindly refer specific terms and conditions before quoting rates, any complaints regarding ambiguity in specifications rates quoted will not be entertained once the commercial envelop / bid is opened.

Date:

Name and Signature of Tenderer
(Seal)
SCHEDULE
Conditions of Contract

This contract is to last from …………………to………………..but in the event of any breach of the agreement at any time on the part of the Contractor, the Contract may be terminated summarily by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola without compensation to the Contractor.

Any change in the constitution of the firm shall be notified forth-with by the contractor in writing to the authority sanctioning the contract and such changes shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its items, conditions and deposit with the officer sanctioning the contract a written agreement to receipt or acknowledgement or that of any partner subsequently this effect. The contractors/accepted as above shall bind all of them and will be as sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles e.g.…………….described in terms condition from time to time in such quantities as may be entered in the indents sent at the rates set forth in column 3 of schedule A for use in offices/institutions/departments under the Administrative control of Government of the Maharashtra, as may be required by the indenting officers. No guarantees can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the schedule A which he requires to purchase except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Chief Executive Officer, Maharashtra Livestock Development Board, Akola the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles the decision of the Chief Executive Officer, Maharashtra Livestock Development Board, Akola will be final and binding on the Contractor. It will be open to the CEO,MLDB to send samples submitted by the Tenderer/contractor to any laboratory for chemical and the cost thereof will be borne by the tenderers/contractor.

4. The contractor will be responsible for damage or loss in transit and replace good broken or lost within 30 days from the date of notice thereof.

5. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

6. The panel of officers appointed by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola shall have the power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of Chief Executive Officer, Maharashtra Livestock Development Board, Akola if he or they be not satisfied that the same is equal or according to the sample submitted by the Contractor. The Contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the Contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and any test of such supplies. Board shall be under no liability whatever for rejected supplies and the same will be at the Contractor’s risk. Rejected supplies shall be removed by the Contractor within 10 days after notice has been issued to him of such rejection and failing such
removed/ rejected goods will be at Contractor’s risk and MLDB may charge the Contractor rent for the space occupied by such rejected goods.

7. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which may be required to be made on the contractor’s premises and shall pay all cost thereon. In the case of stores inspected at maker’s premises, the maker shall provide all facilities including testing appliances, for making necessary test other than special test or independent test. Failing the facilities at his own premises for making these tests, the contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If, for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf from the Inspecting Officer, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Chief Executive Officer, Maharashtra Livestock Development Board, Akola may treat the default as a breach of the agreement and proceed under clause (I) of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles of materials to such tests as he may think proper for the purpose of ascertaining whether the same or in accordance with the specifications or sealed sample mentioned in the tender and to cut out or destroy a portion not exceeding 2 percent from each delivery for such purpose the quantity so cut out or destroyed as aforesaid shall be replaced by the contractor free of charge.

8. The semen/embryos must be stored in proper liquid nitrogen container. They should be dipping properly into liquid nitrogen to protect the semen.

9. Unless otherwise specified in a requisition bills, for the whole of the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Chief Executive Officer, Maharashtra Livestock Development Board, Akola The balance full amount as the case may be, will be paid on receipt of stores in good condition after their verification as regards specification etc. Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Chief Executive Officer, Maharashtra Livestock Development Board, Akola All such complaints should give :-
   i) The number and date of the requisition.
   ii) The designation of the requisition officer.
   iii) The designation and address of the officer to whom the bill was sent by mentioned in (iv) above.
   iv) Full reference to reminders if issued.

10. (i) With every dispatch of goods of material under this contract invoices, in triplicate, will be prepared by the Contractor. Invoices, in duplicate, are to be sent by the contractor to the Indenting Officer the duplicate to be returned by Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the Contractor to the Chief Executive Officer, Maharashtra Livestock Development Board, Akola of record in his office.
   (ii) The Contractor shall dispatch material Freight paid in all cases where there is for destination. In the event of their failure to do so a penalty of 5 percent will be charged on the amount paid as freight by Indenting Officer on their behalf.
   (iii) The Contractor will send to the Chief Executive Officer, Maharashtra Livestock Development Board, Akola Quarterly statement of the goods supplied under this arrangement in the following form:
(vi) All dispatches by the rail will be made at railway risk at the expenses of the Indenter (except by firm who have quoted rates F.O.R. any place in the Maharashtra) unless the Indenter give instructions to dispatch at owners risk in which case all responsibility for loss in transit will be with the Indenter. This is subject to the condition that the material are surely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the conditions of the containers. In case of any adverse remarks, the responsibility with the losses in transit will rest with the suppliers. Subject to those conditions the contractor will be entitled to change or by paid for supplies broken, lost or damaged in transit. The Chief Executive Officer, Maharashtra Livestock Development Board, Akola will be the authority to determine whether or not the breakage, loss or damage was caused through the contractors negligence and the decision of the Chief Executive Officer, Maharashtra Livestock Development Board, Akola or some other officer/acting in his behalf shall be a final and conclusive against the contract. Such rejected supplied shall be the contractor at his on expenses.

(v) If during the currency of the contract the specification of article or articles to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said articles in accordance with the new specification at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract in so far as it relates to the said article or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensations.

11. In the event of withdrawal or discontinuance of any articles or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will, however make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

12. TO BE SUBMITTED BY EXISTING CLAUSE 14.
The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver on dispatch any consignment within the period prescribed or such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2 percent penalty per consignment per month recoverable on the value of the stores supplied. In case of non payment by the Contractor recovery will be made from his bill or amount or earnest money or security deposited with the Chief Executive Officer, Maharashtra Livestock Development Board, Akola provided also that:-

a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period either by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola

b) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Chief Executive Officer, Maharashtra Livestock Development Board, Akola, risk purchase at the cost of supplier will be made by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola. The differences of excess cost thus incurred will be recovered from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available This procedure will be adopted after sending registered notice to the supplier to supply store within 15 days.

The contractor acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the supplier required under the contract will have to be made or furnish and with all the terms,
clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

13. No payment will be made in advance for any supplies under this contract.

14. i) The contractor shall not :-

a) assign or sublet the contract without written approval of the officer sanctioning the rate contract.

b) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Govt. departments and quasi public and not for private parties or for the private use of the Government Officer.

(ii) In the event of the Contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining neglecting or delaying to comply with any demand i.e. requisition or otherwise not executing the same in accordance with the terms of the contract or if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the Contractor of any of his partners or representatives there of with MLDB directing, giving promising or offering any bribes, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officer or person or persons office of employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/her creditors or attempts to do so then without prejudice to MLDB rights and remedies otherwise MLDB shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Governments stock or otherwise at the contractors risk and at the absolute discretion of the Chief Executive Officer, Maharashtra Livestock Development Board, Akola

The manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Governments’ stocks or supplies the cost and of value of such stocks supplies together with all incidental charges of expenses shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government. The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, supplies of accepted or made at any station whether in ignorance of the termination or otherwise.

15. If any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly termination in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by the Maharashtra Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves and a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.
16. If the price of a contracted articles is controlled by the Government, the payment will in no case be made at higher rate than the contracted rate. 

In witness thereof the parties have unto set their hands on the dates indicated below:

1. (In the case of a firm) 
Signed by the above named firm of .................................................................
Through............................................................................ partner of the firm.
Date _________ Signature

2. (In the case of company)
The seal of the..............................................................company Ltd., was affixed by virtue of the resolution of the Board
No.__________ dated________ the _____ day of _______ 2008

Signature with seal

The contractor/seller hereby declare that the goods/stores/articles sold to the buyer under this contract shall be of the best quality and workmanship shall be strictly in accordance with the specification and particular contained mentioned in the clause _____ hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of _____ days/months from the date of delivery of the said goods/stores/articles to the purchaser and that not withstanding the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles if during the aforesaid period of _____ days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the purchase in that behalf will be final and conclusive) the purchaser will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the goods/articles/stores will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall if so call upon to do, replace the goods etc. or such position thereof as rejected by the purchaser such damages as may rise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise.
Tender Notice No: MLDB/Tech/tender / EIFSD /3061 / 2013 Akola, Date: 03/04/2013

MAHARASHTRA LIVESTOCK DEVELOPMENT BOARD, AKOLA

E-Tender Notice No. II\textsuperscript{nd} Call

Online Tenders are invited for IN TWO BID SYSTEM from manufacturers, distributors and dealers, by the Chief Executive Officer, Maharashtra Livestock Development Board, Akola (MLDB) for Year: 2013-14, for supply of Progeny Tested, Frozen Semen of Jersey & Holstein Friesian Frozen SEMEN & In Vivo Jersey & Holstein Friesian Frozen Embryos.

The details of the same and approximate quantities required for MLDB are as follows:

<table>
<thead>
<tr>
<th>Part No</th>
<th>Specification of Items</th>
<th>Qty*</th>
<th>F.O.R</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Import Progeny Tested Holstein Friesian Frozen Semen Doses</td>
<td>15000</td>
<td>Frozen Semen laboratory, 5 Mula Road, Khadaki, Pune-3</td>
</tr>
<tr>
<td>Two</td>
<td>Frozen Semen Doses of progeny tested Jersey bulls</td>
<td>15000</td>
<td></td>
</tr>
<tr>
<td>Three</td>
<td>Frozen Embryos of pure Holstein Friesian breed</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Four</td>
<td>Frozen Embryos of pure Jersey breed</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

* The quantity of Imported Progeny Tested Holstein Friesian, Jersey Frozen Semen Doses & Frozen Embryos will be increased or decreased.

The suppliers will have to supply the Progeny semen doses at Frozen Semen laboratory, 5 Mula Road, Khadaki, Pune-3, Maharashtra State, India, inclusive of all costs and taxes (inclusive of octroi).

The e-tender details, terms and conditions can be purchased, downloaded, prepared from 03.04.2013 to 23.04.2013 up to 11.00 hrs & submitted online from 23.04.2013 to 26.04.2013 up to 11.00 hrs on the department’s e-tendering Portal www.maharashtra.etenders.in and can submit payment cost of tender form on payment of Rs.5000/- by Demand Draft of any Nationalized Bank in favour of “Chief Executive Officer, Maharashtra Livestock Development Board, Akola” payable at Akola. The amount is not refundable.

The online e-tender form duly completed and signed should be submitted online on the department’s e-tendering portal www.maharashtra.etenders.in along with Earnest Money Deposit Rs. 90,000/- (ninety thousand) for each part of the tender.

The Demand Draft of EMD and cost of tender Form should be uploaded online in the Technical Bid. The DD can be submitted at office of Regional Manger, Frozen Semen laboratory, 5Mula Road, Khadki, Pune 411003 (MS, India) Physically on or before 23.4.2013 up to 11.00 hrs. Tender time schedule is to be strictly followed by the Tenderers / Bidders. Tenderer need to pay Rs 1038 /- as a “e-tendering Service Provider Fee” at the time of Bid Submission. This payment has to be made using Online Payment Gateway. Details of Credit / Debit Card as well as Internet Banking accepted for this payment are given on https://maharashtra.etenders.in

Tenders must be submitted on e-Tendering System only. Tenders sent by post / couriers will not be accepted.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of Tender</td>
<td>03.04.2013</td>
</tr>
<tr>
<td>2</td>
<td>Tender download</td>
<td>03.04.2013 to 23.04.2013</td>
</tr>
<tr>
<td>3</td>
<td>Bid Preparation</td>
<td>03.04.2013 to 23.04.2013</td>
</tr>
<tr>
<td>4</td>
<td>Close for Technical &amp; Price Bid</td>
<td>23.04.2013</td>
</tr>
<tr>
<td>5</td>
<td>Bid Submission</td>
<td>23.04.2013 to 26.04.2013</td>
</tr>
<tr>
<td>6</td>
<td>Technical Bid Opening</td>
<td>26.04.2013</td>
</tr>
<tr>
<td>7</td>
<td>Price Bid Opening</td>
<td>26.04.2013</td>
</tr>
</tbody>
</table>

Chief Executive Officer,
Maharashtra Livestock Development Board, Akola