



"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre",
at Mohal Basal, up-Mohal Thakurdwara, Tehsil & District Una, Himachal Pradesh, India; PIN174303 on Turnkey basis
and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other Equipment of the Specified Standards thereof; including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years"

REQUEST FOR PROPOSAL (RFP)

October -2023

By

Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005
Phone No. 0177-2830089
Email: ms-ldb@hp.gov.in



VOLUMES

Sr. No.	Content	Page No.
1.	Volume-I: Request for Proposal (Instructions to Bidders)	3- 82
2.	Volume-II: Requirements and Specifications	83- 1112
3.	Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades.	113- 114
4.	Volume- IV: Appendices & Annexures	115-155



VOLUME I

Request for Proposal (Instruction to Bidders)



Assumptions in drafting current RFP

1. The tender is intended for a turnkey solution, where the bidder takes full responsibility of the Farm Project design, planning and construction.
2. Cattle herd with – 200 cows including lactating and dry cows and breeding herd 50 calves. (Up to 6 months) and 150 heifers (From 6 months to 22 months)
3. Milk Yield projection for 10-year period – 20 liter/cow/day => 35 liter/cow/day
4. Breed to be reared: Jersey
5. Use of sexed semen for breeding = 90% female calves.
6. Feeding ration with fresh grass – 10 %
7. Feeding storage for purchased feed for 2 months of consumption (Concentrates, hay and straw) has to be developed and fresh grass may be stored up to 3-4 days period only.
8. Calves up to 6 months of age are required to be handled in indoor system.
9. Breeding herd including cows are to be maintained inside in cubicles with possible access to outdoor area with sand bedding
10. System will be suitable for group feeding of cows and breeding herd.
11. Facility for storage of manure from animals, barns and milking parlour to be stored up to 75 days has also to be created by the contractor. Estimated
12. Drawing and plan for handling rainwater, drainage systems will also be constructed by the bidder.
13. The setup is proposed to be carbon and energy neutral to the maximum extent and the contractor will explore the Possibility of connecting solar panels or other sustainable power sources and Roof constructions are to be suitable for installation of solar panels. Details of green energy through solar or other means should be presented separately by the bidder.
14. Emergency power system with stationary diesel engine and generator vis a vis the requirement of power to run essential equipment in the entire project area will also be provided by the successful bidder as a part of the turnkey project.



Estimations in regard to current RFP

1. Estimated Consumption of electricity in the herd of 200 dairy Cows, and 220 Calves / Heifers		
Electricity: - The daily consumption of electricity on a farm with a Herringbone milking parlor, cooling and storage of milk in a traditional milk bulk tank, light, ventilation and manure handling.		
1	Daily consumption	0,39 kWh pr. Cow
2	Milking (2 x 12 Herringbone)	0,26 kWh pr. Cow
3	Milk cooling	19 kWh pr. 1000 kg. milk
4	Estimated daily consumption	140 – 150 kWh pr.
Estimated Yearly consumption		54750 kWh.
2. Estimated Consumption of water in a herd of 200 dairy Cows, and 220 Calves/ Heifers		
Water: - The daily water consumption on a 200 Cow dairy farm including drinking water for the animals, cleaning and washing of milking equipment, milk bulk tank, flushing of parlor and holding area.		
a. Drinking water		
1	200 Cows 130 litre/day	26000 Litre
2	110 Heifers 30 litre/day	3300 Litre
3	110 calves 15 litre/day	1650 Litre
Daily consumption of drinking water		30950 Litre
b. Cleaning, washing and flushing		
1	Milk equipment 2 x 12 Herringbone	1800 Litre
2	Milk bulk tank	500 Litre
3	Flushing parlor and holding area	3000 Litre
Daily consumption cleaning etc.		5300 Litre
Daily consumption of water		36250 Litre
Yearly consumption of water 13.500 m3. + 15% for Indian conditions		15215938 Litre
Say		15.500 m3.
In dimensioning the water plant there are also a peak load to take in notice, both in the system for drinking water and at cleaning of the milk equipment and milk tank		
Peak load drinking water.		
Peak when 10 % of the cows' area drinking at the same time =>		70 Litre / Minute
Peak load cleaning =>		44 Litre / Minute
Maximum peak load water consumption		157 Litre / Minute

****Power profile of all electric farm supplies to be calculated for optimization of power supply. The contractor / bidder shall work out and present complete power requirement along with load capacity to efficiently run the equipment.**

Estimated Storage Capacity required to be generated for unit of 200 dairy Cows, and 220 Calves / Heifers		
1	Concentrate Feed Storage for 60 Days	100 Metric Ton
2	Dry Fodder Storage for 60 Days	100 Metric Ton
3	Green Fodder Storage for 3-4 Days	25 Metric Ton
4	Manure Storage- 75 days	100-150 Metric Ton



Cow groups		Weeks after calving in out		Numbers	
lactating				14	
First year cows				66	
Other cows - early lactation				50	
Other cows - late lactation				50	
Lactating cows in total					179
Separation box					18
Drying, Cows	40	41	3		
Fare of Cows	41	45	12		
Close up Cows	45	47	6		
Dry cows in total					21
Advanced pregnant heifers					13
Numbers cubicles					231
Single calving pens			4		
Sick pens			1		
Single boxes					
Heifer calves			26		
Bull calves			14		
Number of single pens (1-6mdr)			13		
Heifer calves			88		

Particulars	Number in group	Cubicle Width	Length - wall	Length - double	Age (months)	Weight Jersey
Small heifers	59	75	170	160	7	132
					8	148
					9	164
					10	179
Heifers	59	85	195	180	11	195
					12	211
					13	227
					14	242
Insemination heifers	29	95	215	200	15	258
					16	274
					17	290
					18	305
Pregnant heifers	44	110	240	225	19	321
					20	337
					21	353
					22	368
					23	384
					24	400
Advanced pregnant heifers	22	120	260	245	25	434
					26	450
					27	468



The Himachal Pradesh Govt. Tenders Information System

Tender Work Input Form

TENDER INPUT FORM

(A) Basic details:

1	Tender Reference No.	
2	Tender Type	Request for Proposal (RFP)
3	Form of Contract	Turn-key
4	Kind of Bid	Two bid system of "On-line Bidding" with "Technical Bid" and "Financial Bid"
5	Tender Category	Works & Services Both
6	Allow Resubmission	No
7	Allow Withdrawal	No
8	Allow Offline Submission	No
9	Payment Mode	Offline
10	Offline Instruments for Payment: -	1. Bank guarantee 2. FD, Pledged in favour of DAH cum MS HPLPDB

(B) Two Bid System details:

Kind of Bid	Bid	Contents
Two Bid System	Fee/ Technical Bid	1. Tender Document duly signed on all pages
		2. Appendix IA Letter comprising the Technical BID with Annexures- I to VIII
		3. Appendix II Earnest Money
		4. Appendix III Format for Power of Attorney for signing of BID
		5. Appendix IV Integrity Pact Format
		6. Appendix V Form of Bank Guarantee (For Performance Security)
		7. Appendix VI Format of LOA
		8. Appendix VII Format for Power of Attorney for Lead Member of Joint Venture
		9. Appendix VIII Format for Joint Bidding Agreement for Joint Venture



		<p>10. Appendix XV Compliance with OM F.No.6/18/2019-PPD, Ministry of Finance Department of Expenditure Public Procurement Division dated 20th July 2020</p> <p>1. Supporting Documents</p> <ol style="list-style-type: none"> Identity and address proof of the applicant firm. Firm Registration Certificate in specified class of work. Copies of PAN/TAN Card of the applicant firm. IT returns of last 3 financial years. Work Experience Certificate - Copy of the proof that Bidder (s)/ Firms should have executed similar work in past three years. Full address of the site of work, owner or authority under / for whom the work has been carried out should be given. Copy of the Satisfactory Completion Certificate giving the value of work, year of completion as a proof of the fact that the contractor/ agency has executed the work satisfactorily. <p>2. Appendix IB Letter Regarding the Financial BID</p> <p>3. Other Documents: -</p> <ol style="list-style-type: none"> As an appendix to the offer/offer form, the Proposed timelines for completion of the project within the stipulated period of eighteen months detailing the key milestones to be achieved activity wise (Refer volume-II requirements & Specifications). As an appendix to the offer/offer form, an overview of the offered solutions must be attached in the form of either pictures with an indication of the relevant part of the inventory or a brochure/folder with an indication of the chosen solutions. As an appendix to the offer/offer form, the proposal to utilize and harness green energy. Insect & pest control measures proposed for the farm. Proposal for Surveillance and Monitoring of all the farm activities.
2		<p>Financial Bid (To be uploaded Only online). Prices are expected to be quoted as the price in Indian rupees in totality for the turnkey project over the BOQ in the Tender Document. Any attempt to disclose the price in Technical Bid will lead to disqualification of the bid.</p>

Signed Bid Document along with legible pdf files are to be uploaded.



(C) Work Item Details:

1	Work Item Title	"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una in Himachal Pradesh on turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years"
2	Work Description	Civil works, supply, installation & commissioning of equipment
3	Contract Type	Tender
4	Tender Value	₹ 40,00,00,000.00 (Indian Rupees- INR Forty Crores Only) Exclusive of Operation & Maintenance Cost
5	Bid Validity days If other, specify	120 days
6	Completion Period in months	18 months, and on written request by the bidder, it can be extended by DAH cum MS HPLPDB in unavoidable circumstances
7	Location	Basal, District Una, Himachal Pradesh, India
8	Pin code	174303
9	Pre-Bid Meeting	Yes Tuesday-31-October-2023 11:00 AM onwards
10	Pre-Bid Meeting Place & Address	Conference Hall Directorate of Animal Husbandry, Pashudhan Bhawan – Shimla-5. The link for pre-bid meeting will be generated and shared over e-tenders portal
11	Bid Opening	Online
12	Inviting Officer	Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-171005
16	Phone/email:	Phone No. 0177-2830089 Email: ms-ldb@hp.gov.in



(E) Tender Charges & Fee Details:

1.	Tender Fee	Rs 5,000/- + 18% GST
2.	Tender Fee Payable To	Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-171005
3.	Tender Fee in form of Demand Draft Payable at	Shimla
4.	Processing Fee	1 % of the total approved bid price excluding applicable Taxes; payable by the Successful Bidder to Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-171005
5.	EARNEST MONEY	2 % of the total estimated project cost. ₹ 80,00,000 (Indian Rupees-INR Eighty Lakh Only).
6.	EARNEST MONEY Exemption Allowed	Nil

(F) Critical Dates:

1	Publishing Date	Tuesday-10-October-2023	by 5:00 PM
2	Documents Sale Start Date	Tuesday-10-October-2023	5:00 PM onwards
3	Bid Submission Start Date	Wednesday-11-October-2023	11:00 AM onwards
4	Seek Clarification Start Date	Thursday-12-October-2023	11:00 AM onwards
5	Seek Clarification End Date	Friday-20-October-2023	till 5:00 PM
6	Pre-Bid Meeting / Conference Date	Tuesday-31-October-2023	11:00 AM onwards
7	Document Sale End Date	Tuesday-14-November-2023	till 5:00 PM
8	ONLINE Bid Submission end Date and date for Physical Submission of Technical Bid	Thursday-16-November-2023	till 5:00 PM
9	Individual Presentation of the project proposal (online or in person) including lay out designs and other solutions, to be made to Director Animal Husbandry cum member Secretary HPLDB after Bid Submission end Date but before Bid Opening Date	Dates will be notified over designated E-procurement portal	
10	Bid Opening Date-Online (Technical Bid)	Friday-24-November-2023	3:00 PM



Notice Inviting Bid

Bid ID No.: - 2023_DAH1_79892

Dated: 7th October 2023

RFP for the "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una in Himachal Pradesh on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including *Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years*". The scope of work will broadly include the Design, Engineering, Development, Construction, and Supply of Robotics and other equipment of Specified Standards thereof as detailed at Volume-II: Requirements and Specifications and the Details of the facilities to be developed are given in Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades in this RFP.

The MS, HPLPDB now invites bids from eligible Bidder (s) for the following project:

Name of work	Estimated cost In Cr [†]	Completion period	Operation and Maintenance period
"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una in Himachal Pradesh on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including <i>Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years</i> ".	₹ 40,00,00,000.00 (Indian Rupees- INR Forty-Crores Only) Exclusive of Operation & Maintenance Cost	18 months	60 Months (Post completion period)

1. Estimated cost is an indicative cost Exclusive of Operation & Maintenance Cost and not binding on HPLPDB, bidders have to do their own due diligence for ascertaining the same.
2. The RFP document is required to be downloaded from the web-site <https://hptenders.gov.in> Entire tender process will be carried out online through above mentioned website and the Tenderers need to login to the site through their user ID / password chosen during registration at <https://hptenders.gov.in>
3. The RFP document can also be downloaded from website of the Department of Animal Husbandry Himachal Pradesh <https://bit.ly/3F7LeAj>
4. The Bidding document may be downloaded from the website <https://hptenders.gov.in>, and the Bidder will pay a sum of ₹ 5,000/- (Indian Rupees-INR Five Thousand Only) + 18% GST as non-refundable cost of the Bidding documents during the submission of the Bid, in the shape of Demand Draft in the name of Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5,
5. The bids are required to be uploaded on the tender site: hptenders.gov.in within the stipulated time frame as detailed in NIT & tender input form and the Tender Notice dated 7th October 2023. Tenderer is required to upload the tender application along with requisite documents on the tender site. The tender documents shall be uploaded under two bid system. One bid containing separately the "Technical Bid" and the second bid "Financial Bid"
6. The Bidder shall furnish as part of its Bid, an Earnest Money of ₹ 80,00,000 (Indian Rupees-INR Eighty Lakh Only). Earnest Money shall be paid through or BG-Bank Guarantee or FD Pledged in favour of DAH cum MS as mentioned in Tender document.
7. The Bidder shall also be required to submit the Technical Bid in hard bound covers as specified in Clause 3.12 of this document. The Bidder shall be required to submit the Bid in hardbound cover by



5:00 PM, Thursday-16-November-2023. Technical Bids of those Bidders who have not submitted their hard copy bid, shall not be considered for opening and evaluation.

8. **Financial Bid has to be uploaded Only online. Prices are expected to be quoted as the price in Indian rupees in totality for the turnkey project over the BOQ in the Tender Document. Any attempt to disclose the price in Technical Bid will lead to disqualification of the bid.**
9. The Time followed in this RFP is Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

Availability of tender information: -

Tender information Inquiries and clarifications are required to be addressed the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 Phone No. 0177-2830089.

All queries must be sent over email to following e-mail addresses: -

1. ms-ldb@hp.gov.in
2. ceohlpdb@gmail.com

(Signature)

Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005
Phone No. 0177-2830089
Email: ms-ldb@hp.gov.in
(Henceforth, referred to as MS, HPLPDB in this document)



DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or its advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Therefore, Each Bidder should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder Joint Venture or Contractor as the case maybe for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

**GLOSSARY**

Agreement	As defined in Clause 1.1.4
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
BID Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Earnest Money	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Construction Period	As defined in Clause 1.2.6
Conflict of Interest	As defined in Clause 2.2.1(b)
Defect Liability Period	As defined in Clause 1.2.6
Eligible Experience	As defined in Clause 2.2.2.5 (i)
Eligible Projects	As defined in Clause 2.2.2.5 (i)
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.3
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2.3 (i)
Government	Government of Himachal Pradesh
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Performance Security	As defined in Clause 2.21.1
Additional Performance Security	As defined in Clause 2.21.1
Project	As defined in Clause 1.1.1
Re. or Rs. or INR or ₹	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.3.1
Technical Capacity	As defined in Clause 2.2.2.1 (A)
Tie BIDs	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



INTRODUCTION

1.1 Background

1.1.1 Director Animal Husbandry -cum- Member Secretary, Himachal Pradesh Livestock and Poultry Development Board, (the "Authority") is engaged in the development of livestock in the State of Himachal Pradesh and as part of this endeavour, the Authority has decided to undertake development along with operation and maintenance of the Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre " at Village Basal, District Una, Himachal Pradesh on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other equipment of Specified Standards thereof Including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years" (the "Project") through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Work	*Estimated Project Cost (In Rs.)	Completion Period
"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una n Himachal Pradesh on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other Equipment of the Specified Standards thereof; including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years"	₹ 40,00,00,000.00 (Indian Rupees- INR Forty Crores Only) Exclusive of Operation & Maintenance Cost	18 months

1.1.2 The selected Bidder (the "Successful Bidder") shall be responsible for designing, engineering, procurement, and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "EPC Contract") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the Comprehensive Operations and maintenance of the project for Five years. The scope of work will broadly include;

- i. Design, Engineering, Development, Construction, Testing, Commissioning, Operation & Maintenance for Five years for the Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre " at Village Basal District Una In Himachal Pradesh on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards thereof including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years EPC Basis as per the Project details set out in this Agreement.
- ii. Performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement of the Project during the Defect Liability Period, which shall be for period of 5 years and two months from commissioning of the project.

1.1.3 The estimated cost of the Project (the "Estimated Project Cost") has been specified in the Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.4 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor's services and obligations.

1.1.5 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the



"Bidding Documents") and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the "BID Due Date").

1.2 Brief description of Bidding Process

- 1.2.1** The Authority has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (defined and name as Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP (the "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). *GOI has issued guidelines (see Annexure VI of Appendix-1A of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process.* The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.
- 1.2.2** The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs.
- 1.2.3** The complete Bidding Documents for the Project is enclosed for the Bidders. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4** A Bidder is required to submit, along with its BID, an Earnest Money ₹ 80,00,000 (Indian Rupees- INR Eighty Lakh Only) to be submitted through offline mode and the proof of the payment uploaded along with the tender document. (the "Earnest Money"), refundable, not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose Earnest Money shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA (the Letter of Offer and Acceptance). The Earnest Money may be extended as mutually agreed between the Authority and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the Earnest Money.
- 1.2.5** Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.
- 1.2.6** The bid will be evaluated as per Combined Quality Cum Cost Based System (CQCCBS) Methodology. Bidders scoring 70 marks and above out of 100 marks under technical evaluation criteria shall be shortlisted for financial bid opening. A combined score will be arrived at after considering weightages 40% for technical score and 60 % for financial score after adjusting defined factors. The bidder with the highest combined score will be declared successful and shall be given precedence for award of the work. The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Contractor shall be liable for Operation and maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period shall be pre-determined and are specified in the draft Agreement forming part of the Bidding Documents. In this RFP, the term "Lowest Bidder" L-1 shall mean the Bidder with the highest combined score. L-2 Bidder shall mean the Bidder with Second Highest Combined Score
- 1.2.7** Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs.
- 1.2.8** Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.



- 1.2.9** Any queries or request for additional information concerning this RFP shall be submitted by e-mail. Tender information inquiries and clarifications are required to be addressed to the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005. Phone No. 0177-2830089. All queries must be sent over email to following e-mail addresses: -

ms-ldb@hp.gov.in

ceohplpdb@gmail.com

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No	Event Description	Date	Time
1	Invitation of RFP (NIT)	Saturday-7-October-2023	by 5:00 PM
2	Last date for receiving queries	Friday-20-October-2023	till 5:00 PM
3	Pre-BID meeting (Online)	Tuesday-31-October-2023	11:00 AM
4	Physical Submission of Earnest Money/POA etc	Thursday-16-November-2023	5:00 AM
5	Individual Presentation of the project proposal (online or in person) including lay out designs and other solutions, to be made to Director Animal Husbandry cum member Secretary HPLDB after Bid Submission end Date but before Bid Opening Date	Dates will be finalized during the pre-bid meeting.	
6	Opening of Technical BIDs at venue 2.11.4 (i)	Friday-24-November-2023	3:00 PM
7	Declaration of eligible / qualified Bidders after evaluation of technical bids	to be intimated later	
8	Opening of Financial BID	to be intimated later	
9	Letter of Acceptance (LOA)	to be intimated later	
10	Return of signed duplicate copy of LOA	to be intimated later	
11	Validity of BID	to be intimated later	
12	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	to be intimated later	
13	Signing of Agreement	to be intimated later	



INSTRUCTIONS TO BIDDERS

Conditions for tender submission / Tender Submission Requirements

1. The Bidder shall apply for the RFP on the web-site <https://hptenders.gov.in> by submitting the documents along with the required supporting documents which shall comprise of the Technical BID. The Bidder shall ensure that all the details are updated as of the due date of submission of this bid. All the pages are to be signed by the bidder or authorized person on his behalf. The Bidder shall also be required to submit the uploaded Technical Bid documents in hard bound covers to the following address

Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005
Phone No. 0177-2830089
Email: ms-ldb@hp.gov.in
2. Bidders must submit tenders before 5:00 PM on the Thursday-16-November-2023. The official time of receipt of a tender will be the timing registered for successful uploading of the online bid.
3. Bidders can acquire tender documents and information as set out in instructions to Bidders Section 1.2 Availability of Tender Documents.
4. Bidders must submit all pages duly signed and entitled "Centre of Excellence-Dairy Farm-cum-Training Centre".
5. The envelope clearly displaying Bidders name and the Tender number must be delivered to the location set out above prior the time fixed for receiving tenders, Thursday-16-November-2023 5:00 PM. In case there is any delay in delivery by courier or postal services, the bid will be liable for rejection.

Bidder information

1. The tender is intended for a turnkey solution, where the bidder takes full responsibility of the Farm Project design, planning and construction.
2. The tender must be submitted by a single individual, partnership, corporation or company or joint Venture. For all bidders, the legal name and address to which all notices or letters are to be mailed must be given addition to the signature of the individual or one of the officers of the partnership, corporation or company with authority to bind the Bidder.
3. In the event of the quotations being uploaded by a firm, the quotations should be signed by the authorized signatory on behalf of the Company.
4. All the columns of the quotations form shall be duly, properly and exhaustively filled in. The rates should be quoted as per unit specified in the BOQ/price schedule only.
5. The copy of the Tender Form & Terms & Conditions of tender confirming that the conditions are acceptable, duly signed & stamped by the owner/authorized person/partner of firm must be uploaded.
6. A scanned copy of latest GST Clearance Certificate/Clearance receipt of last GST returns of the preceding year not more than one year old must be uploaded.



7. The bidder's offer must be submitted over prescribed formats along with necessary supporting documents.
8. As an appendix to the offer/offer form, an overview of the offered solutions must be attached in the form of either pictures with an indication of the relevant part of the inventory or a brochure/folder with an indication of the chosen solutions.
9. Completion of the work includes all works and deliveries mentioned in the drawings and description, with allowances for necessary materials, labour wages, transport and otherwise everything that normally falls under an inventory delivery, including subsequent repairs, as well as the preparation of inventory drawings, so that the inventory appears fully functional upon delivery.
10. Drawings and description complement each other. As soon as a service is mentioned in one of the places, it must be included. It is the supplier's responsibility that his offer covers the total work, also when the total offer includes offers from subcontractors.
11. All measurements on the drawing are indicative as final measurements depend on final placement of posts.
12. Questions of doubt regarding the tender material and the construction site must be clarified before submitting the offer.
13. The bidder's representative may participate in the pre-bid meeting. It is expected that the bidder (s) will come up with a proposal for inventory solutions, that may be relevant. Any modifications thus required in this RFP, after the meeting, will be incorporated in the tender document by uploading a corrigendum on the designated e-procurement portal

Tender date changes and cancelling of tenders

Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla may extend the date and time for receiving tenders, may amend, suspend, postpone or cancel this tender at any time.

Bidder's investigation and representation

The Bidder must examine the contract forms and tender documents, including plans, drawings, specifications, and special provisions to clearly understand the requirements of Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 in regard to the project and to carefully investigate and satisfy themselves of every condition affecting the project, including the site conditions and the labour and material to be provided. The Bidder agrees that submission of a tender is conclusive evidence that the Bidder has made such investigation; and that, whether or not he has so investigated, he is willing to assume and does assume all risk regarding conditions affecting the project. The submission of a tender also constitutes a representation by the Bidder that:

1. Bidder has complied with all bidding requirements.
2. The Bidder is qualified and experienced to perform the work in accordance with the tender documents.



3. The bid is based upon performing the work in accordance with the tender documents, without exception.
4. The price or prices stated in the tender cover all the Bidders obligations under the contract and all matters and things necessary for the performance of the work in accordance with the tender documents.

GENERAL

2.1. General terms of Bidding

- 2.1.1** No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2** An International Bidder who is bidding for the project individually or as a member of the Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled. For any Bidder from a country which shares land border with India, Rule 144 (xi) in General financial rules (GFR), 2017 of Ministry of Finance, Government of India will be applicable along with model Clauses as given in Annexure-III of the above rule. Bidder to refer Rule 144 (xi) attached with the tender documents for the model Clauses of Annexure- III.
- 2.1.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement. Further, the statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority
- 2.1.4** The BID shall be furnished in the format exactly as per Appendix-I i.e., Technical Bid as per Appendix IA and Financial Bid as per Appendix IB, BID amount shall be indicated clearly in both figures and words, in Indian Rupees-INR in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5** The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.
- 2.1.6** In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-VII and joint bidding agreement in the format at Appendix -VIII
- 2.1.7** Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.1.8** The BID/ the tenders, including attachments and other information and all other communications in relation to or concerning the Bidding Documents and the BID shall be in English language. Wherever in this document, language is Dutch, the English translation shall be applicable. Any supporting document if is not in English, the duly signed & certified translated English version of the same shall be provided by the bidder.
- 2.1.9** This RFP is not transferable.



2.1.10 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in Clause 2.2.

2.1.11 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements

- a) Number of members in a Joint Venture shall not exceed 2 (Two)
- b) Subject to the provisions of Clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
- c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Joint Venture members shall satisfy technical capacity jointly such that-

a. any member of Joint venture can satisfy Criteria 2.2.2.1.A, 2.2.2.1.B of Technical Capacity provided that given criteria to be fully satisfied by that particular member.

b. It shall be noted that all the criteria mentioned in the Clause 2.2.2.1 A and 2.2.2.1 B are required to be fulfilled by JV.

d) Financial Capacity i.e., turnover as per Clause 2.2.2.1 C can be satisfied by both members of the joint venture in proportionate of their financial stake in joint venture agreement.

e) In case of Joint Venture, the bidder who is satisfying the pertaining technical capacity will only be considered for giving the marks.

f) In case of Joint venture, the financial capacity (i.e., turnover) can be satisfied by both members of the joint venture in proportionate of their financial stake in joint venture agreement.

g) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

h) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified in Appendix VIII (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

i. convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;

ii. commit the approximate share of work to be undertaken by each member;

iii. include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project in accordance with Contract; and

i) Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement.

2.1.12 While bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 50% (fifty per cent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.



(b)

- i.** Further, where the LoA (the Letter of Offer and Acceptance) of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
- ii.** The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
- iii.** The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.
- iv.** In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled, and fresh bids invited.

2.1.13 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.14 The Bidder including individual or any of its Joint venture members, should not be a non-performing party on the bid submission date. The Bidder including individual or any of its Joint Venture members, shall be deemed to be a non-performing party (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:

- (i)** Fails to complete or has missed more than two milestones in already awarded two or more projects, even after a lapse of 6 months from the scheduled completion date, unless an Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;
- (ii)** Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;
- (iii)** Physical progress on any project is not commensurate with the funds released (equity + debt + grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
- (iv)** Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
- (v)** Fails to fulfil its obligations to maintain a Project in a satisfactory condition in spite of two rectification notices issued in this behalf;



- (vi) Fails to attend to Non-Conformity Reports (NCRs) issued by the Independent/ personnel(s) or agency authorized by the Authority, on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
- (vii) Fails to make premium payments excluding the current instalment in one or more projects.
- (viii) Damages/ Penalties recommended by the Independent/ personnel(s) or agency authorized by the Authority, on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
- (ix) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
- (x) Fails to submit the Performance Security within the permissible period in more than one project(s).
- (xi) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority.
- (xii) Has failed to perform for the works of any State government, Central Government, Public sector undertakings, any other Government authority, Projects funded by International Financial institutes like World Bank, Asian Development Bank etc, Animal Husbandry Departments or associated boards/federations etc. in the last 2(two) years, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
- (xiii) Has been expelled or the contract terminated by any State government, Central Government or other bodies as stated above, provided that any such decision of expulsion or termination of contract leading to debarring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party. The Bidder including the individual or its Parent Company/Holding Company or any of the Joint venture members shall give the list of the projects and the status of the above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.5, Annexure-I of Appendix – IA). The Bidder including individual or its Parent Company/Holding Company or any of the Joint venture members shall give the list of the projects and the status of the above issues in each project as on the bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.5, Annexure-I of Appendix – IA).
- (xiv) The Bidder including individual or its Parent Company/Holding Company or any of Joint venture member may provide
 - i. details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments;
 - ii. details of updated on-going process of blacklisting if so, under any contract with Authority / Government; and
 - iii. details of all their on-going projects in the format at Annexure-VII of Appendix IAThe Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this Clause 2.1.14. The decision of the Authority, in this case, shall be final.

2.2. Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder, the following shall apply:

- a) The Bidder / JV member should be reputed dairy/livestock equipment/infrastructure provider and supplier of BIS standards. (The bidder includes the parent company of a subsidiary also.) In support of the eligibility criteria the Bidder should provide BIS certification from Competent authority. The certificate will be validated by HPLPDB and in



case it is found that certificate is not authenticated by the issuing authority, the bid will be rejected.

- b)** A Bidder or its Parent Company/Holding Company shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the Earnest Money or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder or its Parent Company/Holding Company or its Joint Venture Member (or any constituent thereof) and any other Bidder, or its Parent Company/Holding Company, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(b), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder or its Parent Company/Holding Company is also a constituent of another Bidder; or
 - iii. such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Joint Venture Member thereof; or
 - iv. such Bidder or its Parent Company/Holding Company has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder or its Parent Company/Holding Company or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
 - vi. such Bidder or its Parent Company/Holding Company or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Bidders must fully disclose to the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005, in writing, the circumstances of any actual possible, or perceived conflict of interest



in relation to the Bidder or any employee, sub-contractor or agent, if the Bidder were to become the Contractor pursuant to this tender process. The Government of Himachal Pradesh will review any submissions by Bidders under this provision and may reject any tender where, in the opinion of The Government of Himachal Pradesh, the Bidder or any employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Bidder were to become the Contractor pursuant to this tender process.

2.2.2 Qualification Requirements of Bidders:

2.2.2.1 Technical Capacity

- A.** Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder, during the last Five financial years preceding the bid due date, should possess experience of undertaking and satisfactorily completing projects as mentioned below:

Design, construction, operation & maintenance of at least 3 (Three) ultramodern, automated Dairy Farms or units or equivalent built on BIS Standards or other accepted international standards with a minimum carrying capacity of 300 livestock (cattle/buffaloes) during the last five years prior to the Bid due date having Project cost not be less than ₹ 30 Crore (Indian Rupees-INR Thirty Crore) each. Further such entity should demonstrate successful operation and maintenance of such BIS or equivalent international standard system for at least one-year. Such Project should have been undertaken and completed as PPP Project or EPC / Turnkey project.

B. The Bidder shall also satisfy the following requirements:

- i. The Bidder should have at least 3 (Three) years' experience in Engineering, Manufacturing, Supplying, Installation and Commissioning of BIS standard Dairy Farms/Units
- ii. The bidder must have built and commissioned at least three dairy farms/units of BIS or other accepted standards (any type) each costing at least 30 Crore (Indian Rupees-INR Thirty Crore) in the last five years.
- iii. The bidder must have built and commissioned at least one dairy farm/unit based on BIS standards/or accepted international standards in any tropical country.
- iv. The Bidder should satisfy the requirement of 'Class-I Local Supplier' / 'Class-II Local Supplier' as per the order of Ministry of Commerce and Industry Department for promotion of Industry and Internal trade dated 04.06.2020 (which is attached as annexure to Tender document). However, for a document executed or issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the documents are being issued. However, a document provided by the Bidder from countries that have signed the Hague Legislation Convention 1961 is not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

C. Financial Capacity:

a) Turnover

The Bidder shall have a minimum Average Annual Turnover of ₹ 60,00,00,000 (Indian Rupees-INR Sixty Crores Only) for the last 3 (Three) financial years.

b) Up-dation Factor:

Updation factor will also be considered for determining the technical capacity 2.2.2.1 (A), 2.2.2.1.(B) (2) and financial capacity 2.2.2.1.C (1) as per provisions of Clause 2.2.2.

Updation factor will not be considered for international projects for determining the technical capacity and financial capacity as per provisions of Clause 2.2.2.1

- c) The Bidder should have a positive Net Worth (the "Financial Capacity") at the close of the preceding financial year as per the final accounts audited by the chartered accountant and Certificate to this effect is required to be submitted over Annexure.....

2.2.2.2 Evaluation Parameters

- A. Bidders have to meet the eligibility criteria specified in Clause 2.2.2 above and the evaluation would be as per this Section 3. Bids of firms/ consortia that do not meet these criteria shall be rejected. The Bidder's competence and capability is proposed to be established by the following parameters:

- a. Technical Bid

B. Technical Capacity for the purpose of Evaluation.

- a. The experience of having undertaken Projects (BIS Dairy Farms/Units) as specified in Clause 2.2.2.1 (A) and Clause 2.2.2.1 (B) would qualify as eligible projects (the "Eligible Projects") for the purpose of evaluating Technical Capacity
- b. For evaluating Technical Capacity under this Clause, Eligible Experience shall be measured only for Eligible Projects undertaken by the Bidder
- c. In the event, any Eligible Project has been undertaken by the Bidder as a part of a Joint Venture under PPP Projects, then the Bidder claiming experience in respect of such Project should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the period for which Eligible Experience is being claimed;

Year	Year-1	Year-2	Year-3
Updation factor	1.00	1.05	1.10

- d. In case of Eligible projects has been undertaken by the Bidder as a part of Joint Venture under EPC / turnkey projects, the project cost should be restricted to the share of the applicant in the joint venture

C. Details of Experience

- a. The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due Date. In the event, the Bidder fails to provide the information in the requisite formats and certificates as mentioned in this RFP Document, the information so provided would be considered as inadequate and could lead to exclusion of such a project in the computation of Eligible Experience of the Bidder.
- b. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I.
- c. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure- IV of Appendix-I.
- d. For Verification of Project specific information, the Bidder shall provide details like Contact Person from Client side, his email, contact number, location, address, etc.,

D. Financial Information for purposes of Evaluation



- a. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of Joint venture) for the last 3 (Three) financial years, preceding the year in which the Bid is made.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.
- c. The Bidder must establish the minimum Turnover specified in Clause 2.2.2.1 (C), and provide details as per format in Annexure-III of Appendix-I.

E. Qualification and Short-listing of Bidders

- a. Only those Bids which are found to be substantively responsive to the requirements of this RFP document after verifying the Earnest Money submitted, will be evaluated. In the Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated in terms of its project experience to determine, technical and financial competency/ capability of the Bidder/s vis-à-vis the requirements of Clauses 2.2.2 of this RFP.
- b. The Bidders who meet the eligibility criteria set forth in Clauses 2.2.2 and possess the requisite Eligible Experience in respect of Eligible Projects in terms of this RFP, will be shortlisted and evaluated further for the execution of project as per Annexure-A, Data Sheets and Performance parameters of Important equipment as per Annexure E of Volume IV- Appendices & Annexures
- c. The bid will be evaluated as per Combined Quality Cum Cost Based System (CQCCBS) Methodology. Bidders scoring 70 marks and above out of 100 marks under the technical evaluation criteria shall be shortlisted for financial bid opening. A combined score will be arrived at after considering weightages 40% for the technical score and 60% for financial score after adjusting Power consumption factors. The bidder with the highest combined score will be declared successful and shall be given precedence for award of the work.

2.2.2.3 Submission in Support of Technical Capacity

- a. The Bidder should furnish the details of Eligible Experience for the last 5 (Five) financial years immediately preceding the Bid Due Date.
- b. The Bidder must provide the necessary information relating to Technical Capacity as per the format at Annexure-II of Appendix-IA.
- c. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure -IV of Appendix-IA.

2.2.2.4 Submission in support of the financial capacity

- a. The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of Joint venture) for the last 3 (Three) financial years, preceding the year in which the bid is submitted.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

2.2.2.5 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:



- i. Certificate(s) from its statutory auditors^{\$} or the concerned client(s) stating the payments received or in case of a *PPP project, the construction carried out by itself, during the past 3 (Three) years*, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects / EPC Project as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid. The provisions of this Clause 2.3 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 The department/HPLPDB is already in the process of site development, constructing a boundary wall, shifting on-site electric feeder wires, digging of borewell for water, constructing an overhead water tank etc. Still, the bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to the site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents, Annexures annexed to EPC agreement Document of Tender Document;
- b. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- c. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of the information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, an extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;



- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any BID and appropriate the Earnest Money if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the operation and maintenance period subsistence thereof, that one or more of the eligibilities and /or qualification requirements have not been met by the Bidder, or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

2.6.4 A Bidder shall be liable for disqualification and forfeiture of Earnest Money, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Earnest Money or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner



whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

DOCUMENTS

2.7 Contents of the RFP

- 2.7.1** This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

VOLUME I

Request for Proposal (Instruction to Bidders) TABLE OF CONTENTS

S. No	Contents	Page No.
	Assumptions in drafting current RFP	4
	Estimations made in current RFP	5-6
	TENDER INPUT FORM.	7-10
	Notice inviting RFP	11-12
	Disclaimer	13
	Glossary	14
1.	Introduction	
	1.1 Background	15
	1.2 Brief description of Bidding Process	16
	1.3 Schedule of Bidding Process	17
2.	Instructions to Bidders	
	Conditions for tender submission	18
	Bidder information	18
	Tender date changes and cancelling of tenders.	19
	Bidder's investigation and representation	19
	General	
	2.1 General terms of Bidding	20-23
	2.2 Eligibility and qualification requirement of Bidder	23-28
	2.3 Proprietary Data	28
	2.4 Cost of Bidding	28
	2.5 Site visit and verification of information	28
	2.6 Verification and Disqualification	29-30
	Documents	
	2.7 Contents of the RFP	30-34
	2.8 Clarifications; Interpretation and revision of tender terms	35
	2.9 Amendment of RFP;	35
	Preparation and Submission of BIDs	



	2.10	Format and Signing of BID	36
	2.11	Documents comprising Technical & financial BIDS	36-39
	2.12	BID Due Date	39
	2.13	Late BIDS	39
	2.14	Procedure of e-tendering	39-41
	2.15	Online opening of Bids	41
	2.16	Rejection of BIDS	41-42
	2.17	Validity of BIDS	42
	2.18	Confidentiality	42-43
	2.19	Correspondence with the Bidder	43
	2.20	Earnest Money	43-44
	2.21	Performance Security	44-45
3		Evaluation of Technical and Opening & Evaluation of financial Bids	
	3.1	Evaluation of Technical BIDS	46-48
	3.2	Opening and Evaluation of financial Bids	48-49
	3.3	Selection of Bidder	48-51
	3.4	Contacts during BID Evaluation	51
	3.5	Correspondence with the Bidder	51
4		Fraud and Corrupt Practices	52
5		Pre-BID Conference	53
6		Miscellaneous	53-54
7		Performance Security	
	7.1	Performance Security	54
	7.2	Extension of Performance Security and Additional Performance Security	55
	7.3	Appropriation of Performance Security	55
	7.4	Release of Performance Security	55
8		Location of the COE & Description of Site including land Connectivity etc.	
	8.1	The Site	56
	8.2	Connectivity	56-57
	8.3	Details of the Land	57
	8.4	Description of the construction site	57-58
	8.5	Climate of Una	58
9		Utilities and Trees	
	9.1	Shifting of Utilities	58
10		Design and Construction of the Project	
	10.1	Obligations prior to commencement of Works	58
	10.2	Design and Drawings	59-60
	10.3	Construction of the Project	60-61
	10.4	Maintenance during Construction Period	61-62
	10.5	Extension of time for completion	62-63
	10.6	Incomplete Works	63
	10.7	Maintenance Manual	63
	10.8	As-Built Records	63



	10.9	Contractor's Use of Authority's Documents	63
11		Quality Assurance, workmanship Supervision and Monitoring during Maintenance.	64-65
12		Force Majeure	
	12.1	Force Majeure	66
	12.2	Non-Political Event	66
	12.3	Indirect Political Event	66
	12.4	Political Event	67
	12.5	Duty to report Force Majeure Event	67
	12.6	Effect of Force Majeure Event on the Agreement	67-68
	12.7	Termination Notice for Force Majeure Event	68
	12.8	Termination Payment for Force Majeure Event	68
	12.9	Dispute resolution	68-69
	12.10	Excuse from performance of obligations	69
13		Suspension of Contractor's Rights	
	13.1	Suspension upon Contractor Default	70
	13.2	Authority to act on behalf of Contractor	70
	13.3	Revocation of Suspension	70
	13.4	Termination	70
	13.5	Termination for Contractors Default	70-73
14		Termination Payment	73
15		Survival of Rights	73
16		Foreclosure with Mutual consent	73-74
17		Notice and contest of Claims	
	17.1	Defence of Claims	74-75
18		Dispute Resolution	
	18.1	Dispute Resolution	75
	18.2	Conciliation	75-76
	18.3	Arbitration	76
19		Terms of Delivery and delays, Liquidity damages and Terms of prices and payments and tax compliance clauses.	
	19.1	Effective Date of Contract	76
	19.2	Time is the essence of the contract	76
	19.3	Delay in the contractor's performance	76
	19.4	Inordinate Delays	77
	19.5	Extension of Contract Execution Period	77
	19.6	Conditions for Extension of Delivery Period:	77
	19.7	Liquidated damages	77
	19.8	Prices	77-78
	19.9	Taxes and Duties	78-80
	19.10	Statutory Variation Clause	80



	19.11	Duties/ Taxes on Raw Materials	80
	19.12	Customs Duty	80
	19.13	Terms and Mode of Payment	80-81
	19.14	Payment Against Time-Barred Claims	81
	19.15	Commissions and Fees	81
		Terms &conditions Read & Accepted with Signature	81-82
Volume-II: Requirements and Specifications			
20	20.1	Primary Goals & Features	84-85
	20.2	Project Execution Timeline	85-86
	20.3	Function Description	87-89
	20.4	Appendix -X- Requirements for milking parlor including milk cooling tank of 10,000-liter capacity (Supply, erection, installation and commissioning)	90-94
	20.5	Appendix -XI- Requirements for inventory/housing equipment & Project Description for Buildings (Supply, erection, installation and commissioning)	95-104
	20.6	Appendix -XII- Requirements for ventilation/cooling system for optimum production conditions in barns (Supply, erection, installation and commissioning)	105-107
	20.7	Appendix -XIII- Requirements for Supply, erection, installation and commissioning of Equipment for manure handling	108-110
	20.8	Appendix -XIV- Minimum Standards	111
	20.9	Environmental Impact Assessment report	112
	20.10	Animal Welfare	112
Volume-III – Layout, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades			
APPENDIX IX		The details of infrastructural setup required to be created detailing number of buildings to be erected and facilities required along with layouts, designs.	114
Volume- IV: Appendices & Annexures			
APPENDIX IA.		Letter comprising the Technical BID including Annexure I to VIII	116-132
APPENDIX IB		Letter Regarding the Financial BID	133-134
APPENDIX II		Bank Guarantee for Earnest Money	135
APPENDIX III		Power of Attorney for signing of BID	136-137
APPENDIX IV		Integrity Pact Format	138-142
APPENDIX V		Form of Bank Guarantee (For Performance Security)	143-145
APPENDIX VI		Format of LOA	146
APPENDIX VII		Power of Attorney of Lead member of Joint Venture	147-148
APPENDIX VIII		Joint Bidding Agreement of Joint Venture	149-152
Appendix XV		Compliance with OM F.No.6/18/2019-PPD, Ministry of Finance Department of Expenditure Public Procurement Division dated 20 th July 2020 and to provide a self-signed declaration thereof	153-155
Drawings Page 156 onwards			



- 2.7.2** The draft Agreement provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.



2.8 Clarifications

- 2.8.1** Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries in the form of an addendum uploaded on website <https://hptenders.gov.in>.

It will be the Bidder's responsibility to notify The Government of Himachal Pradesh in writing, of any ambiguity, divergence, error or omission, oversight, contradiction or item subject to more than one interpretation in these tender terms, as it is discovered, and to request any instruction, decision or direction required for the Bidder to bid. If any requires an interpretation or revision of the tender terms, the response to that inquiry will be issued in the form of an addendum uploaded on website <https://hptenders.gov.in>, to ensure that all bidders base their bids on the same information.

Replies to questions, interpretations and revisions made in a manner other than by written addendum are not binding

- 2.8.2** The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3** The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

Any addendum uploaded on website <https://hptenders.gov.in>, when issued, forms the part of the tender terms. The individual items included in the addendum shall be added, deleted or changed in the tender terms in accordance with the instructions contained in the addendum uploaded over the designated e-procurement portal <https://hptenders.gov.in>. During the tendering period, any addenda issued by the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 will not be sent separately to the registered bidders. Each bidder is solely responsible for ascertaining that, prior to the time fixed for receiving tenders, it has obtained all addenda issued over the designated e-procurement portal <https://hptenders.gov.in>

- 2.9.1** At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2** Any Addendum issued hereunder will be hosted on the website <https://hptenders.gov.in>
- 2.9.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.



PREPARATION AND SUBMISSION OF BIDS

The e-tender documents shall be uploaded online under two bid system. First shall contain Scanned and copies of “eligibility information” i.e., Technical Bid which is to be submitted over designated e-procurement portal <https://hptenders.gov.in> and also to be submitted in hard copy to Director Animal Husbandry cum Member Secretary Himachal Pradesh Livestock & Poultry Development Board; and the Second shall contain “Financial Bid” on the prescribed form to be uploaded only on designated e-procurement portal <https://hptenders.gov.in>

2.10 Format and Signing of BID

- 2.10.1** The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and have received Bid Document fee, Earnest Money, other documents Power of Attorney and Joint Bidding Agreement etc are received in hard copies as mentioned in Bid Document. However, entire hardbound copy of documents that have been uploaded, shall be submitted physically too to the office as notified vide 3.1.2. The Bidder shall be required to submit the Technical Bid in hardbound cover. Technical Bids of those Bidders who have not submitted their hard copy bid, shall not be considered for opening and evaluation
- 2.10.2** The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

- 2.11.1** The Bidder shall first upload all the required in this RFP for technical qualification. The Bidder shall ensure that all the details are updated as of the due date of submission of this bid. The Bidder shall then apply for the RFP on the web-site <https://hptenders.gov.in> by submitting the documents mentioned below along with the supporting documents which shall comprise of the Technical BID. The Bidder shall upload documents as mentioned below along with required documents in support of it as a part of technical bid.

All the documents that are submitted online as a part of the bid documents, should be scanned legibly, in proper focus. Faded and out-of-focus uploaded documents may lead to rejection of the bid

Technical Bid

This bid shall contain Tender Form and terms & conditions of the tender duly signed & stamped, self-attested copies of required documents as mentioned in the terms and conditions, Earnest Money as prescribed in tender document in the shape of FDR/Bank Guarantee duly pledged in favour of the Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5, and the tender fee as prescribed in the tender schedule in the shape of Demand Draft in the name of Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5. The Technical Bid shall be opened on the date of opening of tender as specified elsewhere in this RFF document. "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. Specified originals or self-certified copies of originals



shall also be required to be physically submitted as per instruction contained therein. **No price details should be given or hinted at in the technical bid.**

2.11.2. The Bidder shall submit the following documents physically and online with the technical bid:

S. No	Appendix	Particulars of Document
1.		Tender Document duly signed on all pages
2.	APPENDIX IA.	Letter comprising the Technical BID including Annexure I to VIII and supporting certificates/documents.
3.	APPENDIX IB	Letter Regarding the Financial BID
4.	APPENDIX II	Bank Guarantee for Earnest Money
5.	APPENDIX III	Power of Attorney for signing of BID a. Power of Attorney for signing the BID as per the format at Appendix III; i. in case of Joint venture, Power of Attorney for Lead Member of Joint Venture as per the format in Appendix VII ii. in the case of Joint venture, the Joint Bidding Agreement for Joint Venture as per the format at Appendix VIII
6.	APPENDIX IV	Integrity Pact Format a) Power of Attorney for signing the BID as per the format at Appendix III; i. in case of Joint venture, Power of Attorney for Lead Member of Joint Venture as per the format in Appendix VII ii. in the case of Joint venture, the Joint Bidding Agreement for Joint Venture as per the format at Appendix VIII b) Bidder shall comply with Integrity Pact (IP) as per Appendix-IV duly signed by the Authorised signatory and shall be submitted by the Bidder with the RFP Bid. The same shall be part of the Contract Agreement.
7.	APPENDIX V	Form of Bank Guarantee (For Performance Security)
8.	APPENDIX VI	Format of LOA
9.	APPENDIX VII	Power of Attorney of Lead member of Joint Venture
10.	APPENDIX VIII	Joint Bidding Agreement of Joint Venture
11.	Appendix XV	Compliance with OM F.No.6/18/2019-PPD, Ministry of Finance Department of Expenditure Public Procurement Division dated 20th July 2020 and to provide a self-signed declaration thereof
12.		Annexure-VII of Appendix – IA showing details of all ongoing project works of Document for EPC (Agreement).
13.		An undertaking from the person having PoA referred to in Sub. Clause-(b) of Appendix IV above that they agree and abide by the conditions contained in the Bid document uploaded by HPLPDB and amendments uploaded, if any;
14.		Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
15.		Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 3 (Three) years.



16	Data Sheets and Performance parameters of Important equipment's as per Annexure E of Volume IV- Appendices & Annexures
17	Other Appendices required: - <ol style="list-style-type: none"> As an appendix to the offer/offer form, the Proposed timelines for completion of the project within the stipulated period of eighteen months detailing the key milestones to be achieved activity wise (Refer volume-II requirements & Specifications) As an appendix to the offer/offer form, an overview of the offered furniture solutions must be attached in the form of either pictures with an indication of the relevant part of the inventory or a brochure/folder with an indication of the chosen solutions. As an appendix to the offer/offer form, the proposal to utilize and harness green energy. Insect & pest control measures proposed for the farm Proposal for Surveillance and Monitoring of all the farm activities Corporate Social Responsibilities (CSR) Activities offered for execution of the project.
18	Supporting Documents. <ol style="list-style-type: none"> Identity and address proof of the applicant firm. Firm Registration Certificate in specified class of work. Copies of PAN/TAN Card of the applicant firm. IT returns of last 3 financial years. Work Experience Certificate - Copy of the proof that Bidder (s)/ Firms should have executed similar work in past three years. Full address of the site of work, owner or authority under whom the work has been carried out should be given. Copy of the Satisfactory Completion Certificate giving the value of work, year of completion as a proof of the fact that the contractor/ agency has executed the work satisfactorily.

Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal.

In case of ambiguity between documents uploaded on the Portal with the hard copies of the Tender Document being submitted, the version on the Portal shall prevail.

2.11.3. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005
Phone No. 0177-2830089
Email: ms-ldb@hp.gov.in

2.11.4. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.5. BIDs submitted by fax, telex or e-mail shall not be entertained and shall be summarily rejected.



Financial Bid

This bid shall contain BOQ (Bill of Quantity) of rates only. Rates should be quoted FOR destination (Centre of Excellence at Basal Una in Himachal Pradesh). Insurance (if any) shall be arranged by the tenderer / contractor. After the evaluation and approval of the technical proposal, the financial bids shall be opened of the technically qualified/accepted bids only. The financial bids of technically rejected bidders shall not be opened. The rates should be inclusive of all other levies & Taxes and GST as applicable should be quoted separately and rates must be quoted for delivery F.O.R. destination. Financial Bid has to be uploaded Only online. Prices are expected to be quoted as the price in Indian rupees in totality for the turnkey project over the BOQ in the Tender Document. **Any attempt to disclose the price in Technical Bid will lead to disqualification of the bid.**

- i. **Appendix-IB (Letter Regarding the Financial BID) shall be submitted online with technical bid through the e-procurement portal as specified elsewhere in the tender and NIT.**
- ii. "Financial bid" shall comprise the Price Schedule (To be submitted separately as BOQ) considering all financially relevant details, including Taxes and Duties. No additional technical details, which have not been brought out in the technical bid shall be brought out in the financial bid.

2.12 BID Due Date

Financial BID comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted only online through <https://hptenders.gov.in> on or before 1700 hrs IST Thursday-16-November-2023. Documents listed at Clause 2.11.2 of the RFP shall be submitted in the manner detailed in the RFP on or before 1700 hours IST on Thursday-16-November-2023 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late BIDs

E-procurement portal shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of BID documents

- 2.14.1.1** The Bidder should register himself on website <https://hptenders.gov.in> and obtain user ID, Password before bidding. Entire tender process will be carried out online through above-mentioned website. Bidder are advised to procure e-token/Digital Signature Certificate from any authorized agency. It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization) DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder



capacity). The Bidder shall submit document in support of the DSC. In other cases, the bid shall be considered non-responsive.

- 2.14.1.2** To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with <https://hptenders.gov.in>.

Following may kindly be noted:

- a. Registration with the e-procurement portal should be valid at least till the date of submission of BID.
 - b. BIDs can be submitted only during the validity of registration. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.
- 2.14.1.3** If the firm / Joint Venture is already registered with the e-tendering service provider, the and validity of registration is not expired, then the firm is not required a fresh registration.
- 2.14.1.4** The complete BID document can be viewed / downloaded by the Bidder through website i.e., <https://hptenders.gov.in> from Tuesday-10-October-2023 (1700 Hrs onwards) to Tuesday-14-November-2023 (up to 1700 Hrs. IST).

2.14.2 Preparation & Submission of BIDs:

- 2.14.2.1** The Bidder may submit the Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement are also available on e- procurement portal.
- 2.14.2.2** The e-tender documents shall be uploaded online in two (2) under two bid system:
1. Bid-1 shall contain Scanned copies of "eligibility information" i.e., Technical Bid.
 2. Bid -2 shall contain "Financial Bid" on the prescribed form. Financial Bid has to be uploaded Only online. Prices are expected to be quoted as the price in Indian rupees in totality for the turnkey project over the BOQ in the Tender Document. Any attempt to disclose the price in Technical Bid will lead to disqualification of the bid.

Bid Processing fee and Earnest Money shall be deposited using following Offline Instruments for Payment:

1. BG-Bank Guarantee
2. FD Pledged in favour of Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-5

Please note that in case of the deposit of earnest money, all the bank charges etc., if any, shall be borne by the bidder/contractor

2.14.3 Modifications/ Substitution/ withdrawal of BIDs

Withdrawal or change of tender

A Bidder may withdraw its tender by submitting a signed request in writing.

No Withdrawal

No Bidders may withdraw a tender at or after the time fixed for receiving tenders until:

Some other Bidder has entered into a Contract with The Government of Himachal Pradesh for the performance of the project specified in these tender documents or Thirty-five (35) calendar days



after the time fixed for receiving tenders unless the Authority has notified the bidder that they are the successful bidder.

Whichever happens to be first.

The 35 days acceptance period referred to above will commence at 11.59.00 p.m. of the date tender closing and will terminate at 11.59.00 p.m. of the 35th. Day thereafter. If the 35th, day fall on a weekend or statutory holiday, such day(s) will be omitted from the computation.

Tender withdrawal

The undersigned hereby acknowledges and agrees that he cannot withdraw this tender at or after the time fixed for receiving tender until: Some other party has entered into contact with The Government of Himachal Pradesh for the performance of the project specified in the tender documents -Thirty-five (35) calendar days after the time fixed for receiving this tender unless the Authority has notified them that they are the successful Bidder whichever first occurs

Changes to tender submissions

A Bidder wishing to make changes to its tender before the time set for receiving tenders may withdraw the tender submission and the modified tender may then be submitted in compliance with instructions contained in the bid document.

2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

2.14.3.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

2.15 Online Opening of BIDs.

2.15.1 Opening of BIDs will be done through an online process. Tenders will be opened by a committee constituted by the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 on due date mentioned elsewhere in the Bid Document.

2.15.2 The committee shall on-line open Technical BIDs on scheduled date as specified elsewhere in the tender and NIT, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those Bidders shall be opened whose documents listed at Clause 2.11.2 of the RFP have been physically received.

2.15.3 Any intimation or modification or amendment related to this bid shall be notified on designated E-procurement Portal <https://hptenders.gov.in> and the bidders will not be intimated separately. The committee thus constituted will evaluate the Technical Bids and the results will be uploaded on the portal itself. The Schedule of opening of the Financial Bids shall be uploaded on the portal.

2.16 Rejection of BIDs Rejection of tenders

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any



liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.16.3 The right to reject any or all tenders is reserved by the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 and the lowest priced or any tender will not necessarily be accepted. Tenders may be rejected if they show any irregularity or non-compliance. Irregularities and non-compliance include, but are not limited to, tenders that:

- a) Show any alteration of form.
- b) Omit any required information or are illegible.
- c) Contain qualifications to the bid, or additions not called for.
- d) Are conditional or alternative bids.
- e) Are incomplete bids.
- f) Contain prices, which are unbalanced.

2.16.4 The Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 reserves the right to waive an irregularity or non-compliance when the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 deems the irregularity or non-compliance to be minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, is at the sole discretion of the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5

2.16.5 The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability and financial capability for completing the project before the contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

2.17 Validity of BIDs

The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority. In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the Authority, the bid validity shall automatically be deemed to be extended up to the next working day. In exceptional circumstances, before the expiry of the original time limit, the Authority may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Authority's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all



information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

The Bidder and their employees, subcontractors and agents shall:

- a. Keep strictly confidential all information concerning the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 or third parties or any of the business or activities of the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 or third parties acquired a result of participation in this tender process
- b. Only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5
- c. The Bidder shall maintain security standards, including control of access to data and other information consistent with the highest standards of business practice in the industry.
- d. No press release or other public announcement relating to this tender shall be issued without the prior written consent of the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5.
- e. If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify and provide details to the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 or any other person authorized by him, as soon as practicable. The Bidder shall cooperate with the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5 or any other person authorized by him with respect to any directions provided.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any BID. However, the Authority would display the result of technical evaluation on the web portal for seven days including reasons for non-responsiveness, if any, and the financial bid will be opened thereafter.

2.20 Earnest Money

- 2.20.1** The Bidder shall furnish as part of its BID, Earnest Money referred to in Clause 1.2.4 through offline payment mode in favour of the Authority and having a validity period of not less than 150 (one hundred fifty) days from the BID Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 2.20.3** Any BID not accompanied by the Earnest Money shall be summarily rejected by the Authority as non-responsive.
- 2.20.4** The Selected Bidder's Earnest Money will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5** The Authority shall be entitled to forfeit and appropriate the Earnest Money as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have



acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on Earnest Money shall be given to any Bidder.

- 2.20.6** The Earnest Money shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and/or under the Agreement, or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - b. If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c. In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -
 - i. to sign and return the duplicate copy of LOA;
 - ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
 - iii. to sign the Agreement;

2.21 Performance Security

2.21.1 The selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-V (the "Performance Security") for an amount equal to 5% (five per cent) of its Bid Price (Capital Cost Plus Operation and Maintenance cost). Such Performance Security shall be submitted as mentioned in Clause 2.21.2. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-V towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

- i. If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.
- ii. This Additional Performance Security shall be treated as part of the Performance Security.

2.21.2 The Contractor shall submit Performance security as follows:

- i. Performance security for an amount equal to Five Per cent of Capital cost (i.e., cost excluding Operation and Maintenance Cost) valid up to 60 days from completion of the defect liability period i.e. 60 Months of operation & Maintenance period (Post completion period) This Performance security to be submitted within 30 days from receipt of LOA
- ii. Performance security for an amount equal to Five per cent of Operation and maintenance cost to be submitted at the time of commissioning and valid up to 60 days from completion of operation and maintenance period. The Additional Performance Security shall be valid until 28 (twenty-eight) days after Project Completion Date.



- 2.21.3** For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Earnest Money shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.
- 2.21.4** **The successful bidder will pay to the Authority, a sum equivalent to 1 % of the final price of the work order excluding taxes as Bid Processing fee and Administrative Charges**

- 2.22** **The agreement will be executed within 30 days of receipt of Performance Security and Additional Performance Security, if any, as per sub-Clause 2.21 above**



EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

- 3.1.1** The committee constituted by the Authority shall open the BIDs received physically & online at the place specified in Clause 2.11.4; and in the presence of the Bidders who choose to attend. Technical BID of only those Bidders shall be online opened whose documents listed at Clause 2.11.2 of the RFP have been received physically. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2** The Bidder shall also be required to submit the Technical Bid in hardbound cover. Technical Bids of those Bidders who have not submitted their hard copy bid, shall not be considered for opening and evaluation.
- 3.1.3** If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4** To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section 3. The Authority will subsequently flag issues, if any with the data updated by the Bidders.
- 3.1.5** If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6** Tests of Responsiveness
- 3.1.6.1** As a first step towards the evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- a.** Technical BID is received online as per the format at Appendix-IA including Annexure I to VIII
 - b.** Documents listed at Clause 2.11.2 are received physically on E-Procurement portal as mentioned;
 - c.** Technical Bid is accompanied by the Earnest Money as specified in Clause 1.2.4 and 2.20;
 - d.** The Power of Attorney is uploaded on e-procurement portal as specified in Clauses 2.1.5;
 - e.** Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;
 - f.** The hardbound hardcopy of the uploaded documents is submitted as per schedule.
 - g.** Technical Bid contains all the information (complete in all respects);
 - h.** Technical Bid does not contain any condition or qualification; and
 - i.** Offline payment of cost of Bid document of ₹. 5,000/- (Indian Rupees-INR Five-Thousand Only) + applicable 18% GST



- j. Data Sheets and Performance parameters of important equipment's as per Annexure E of Volume IV- Appendices & Annexures.
- k. As an appendix to the offer/offer form, the Proposed timelines for completion of the project within the stipulated period of eighteen months detailing the key milestones to be achieved activity wise (Refer volume-II requirements & Specifications)
- l. As an appendix to the offer/offer form, an overview of the offered solutions must be attached in the form of either pictures with an indication of the relevant part of the inventory or a brochure/folder with an indication of the chosen solutions. Bidder may upload the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
- m. As an appendix to the offer/offer form, the proposal to utilize and harness green energy
- n. As an appendix to the offer/offer form, Proposal for Surveillance and Monitoring of all the farm activities
- o. Corporate Social Responsibilities (CSR) Activities offered for execution of the project.

3.1.6.2 The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject/correct such claim for the purpose of qualification requirements.

3.1.8 The Authority will get the Earnest Money verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance with the eligibility and qualification requirements pursuant to Clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive Bidders whose financial bids shall be opened. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.1.10 Bidder will be required to present the project proposal (online or in person) in front of a select committee, wherein layout designs and other turnkey solutions for the execution of the project are to be presented. The date or schedule for the presentation will essentially be after the date of Bid Submission but before Opening of Technical Bids. The date/ schedule for giving such presentations will be notified over designated e-procurement portal. The presentation would carry marks towards the evaluation of the technical bid as detailed at 3.1.11. The details of the presentation shall not be disclosed to other bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced.



3.1.11 Technical Bid Evaluation Criteria

“Combined Quality Cum Cost Based System (CQCCBS) Methodology” based evaluation will be adopted, wherein evaluation of technical bids will be done based on the technical bids submitted by the bidders as well the presentations made to the Authority as detailed at 3.1.10 above. The evaluation of technical bid is proposed to be given 40% weightage in final evaluation. Bidders scoring 70 marks and above out of 100 marks shall be shortlisted for price bid opening. No counter conditions should be included in price bid.

S. No	Criteria	Sub - Criteria S. No	Sub Criteria	Maximum Marks
1	CSR Activities	1.01	"Corporate Social Responsibility" Activities offered for execution of the project	5
2	Financial strength of the bidder	2.01	Turnover figures of the last three years	5
		2.02	Financial Soundness including working capital	5
3	Past experience	3.01	Documentation of successful operation and maintenance of such BIS or equivalent international standard system for at least one-year. Such Project should have been undertaken and completed as PPP Project or EPC / Turnkey project.	6
		3.02	The experience of having undertaken Projects (BIS Dairy Farms/Units) as specified in Clause 2.2.2.1 (A) and Clause 2.2.2.1 (B) would qualify as eligible projects (the “Eligible Projects”) for the purpose of evaluating Technical Capacity	8
4	Project presentation	4.01	Automation	10
		4.02	Construction Designs and concepts	10
		4.03	Maintenance & Services	10
		4.04	Outlay & Designs	8
		4.05	Turnkey Solutions	8
		4.06	Water & electricity etc.	7
5	Technical capabilities	5.01	Annexures & Supporting Documents submitted with technical bid	10
		5.02	Quality accreditations, licensing requirements etc.	8
Total				100

3.2 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of the online opening of the Financial Bids to the technically responsive Bidders through the e-procurement portal and e-mail. The Authority shall constitute a committee to open the online Financial Bids of the technically responsive Bidders only



on the scheduled date and time in the presence of the authorised representatives of the Bidders who may choose to attend.

"Combined Quality Cum Cost Based System (CQCCBS) Methodology" based evaluation will be adopted for evaluation of Financial Bid of technically responsive bidders scoring 70 marks and above out of 100 marks under technical evaluation criteria shall be shortlisted for price bid opening. The evaluation of financial bids will be done based on the rates quoted by the Bidders in the BOQ over the designated e-procurement portal. The financial bid will be given a weightage of 60% and thus the L1 bidder will be finalized on the designated e-procurement portal, based on "Combined Quality Cum Cost Based System (CQCCBS) Methodology and the method to be adopted for evaluation.

The Authority shall, after evaluation of financial bid, shall publicly announce the price quoted by the Technically responsive bidders and also upload the Bid Prices quoted by the technically responsive Bidder over the designated e-procurement portal. Thereafter, the Authority shall prepare a record of opening of Financial Bids. Combined Technical and Price Bid Evaluation: A combined score will be arrived at after considering weightages – 40% for techno- commercial scores and 60% for Price Bid. Conditional price bid shall be summarily rejected.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 will be evaluated as Combined Quality Cum Cost Based System (CQCCBS) Methodology as given below
- (a) Bidders scoring 70 marks and above out of 100 marks under technical evaluation criteria shall be shortlisted for price bid opening.
 - (b) Evaluation of Technical Bid shall be based on parameters as detailed at 3.11.1, above.

Selection of Bidder

- 3.3.2 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 will be evaluated as Combined Quality Cum Cost Based System (CQCCBS) Methodology as given below
- (a) Bidders scoring 70 marks and above out of 100 marks under technical evaluation criteria shall be shortlisted for price bid opening.
 - (b) Evaluation of Technical Bid shall be based on parameters mentioned below:
 - (c) Combined technical and price bid evaluation will be done for all the bidders for whom price bids have been opened as per Combined Quality Cum Cost Based System (CQCCBS) Methodology as detailed below:

A combined "Score (S)" will be arrived at after considering weightages 40% for Technical Score and 60 % for Price Bid according to the following formula:

$$SA = (40 \% \times TA) + (60 \% \times (\text{Lowest Price Bid} / \text{Price Bid of A})) \times 100$$

Where, SA = Combined score of Bidder A

TA = Technical score of Bidder A ;

Thigh = Highest Technical score;

LA = Evaluated Bid Price of Bidder A

Low = Lowest of all evaluated Prices among responsive bids

Combined technical and price bid evaluation will be done for all the bidders for whom price bids have been opened as per Combined Quality Cum Cost Based System (CQCCBS) Methodology as detailed below.



On the basis of the above combined weighted score, the bidder shall be ranked in terms of the total combined score obtained as illustrated below in two ways: -

Combined Quality Cum Cost Based System (CQCCBS) Methodology					
Thigh = Highest Technical score (70-100)				88	
Low = Lowest of all evaluated Prices among responsive bids				14327.50	
Particulars and details of calculations		Bidder	Bidder	Bidder	Bidder
		A	B	C	D
TA = Technical score of Bidder (s)		88	80	76	62
LA = Evaluated Bid Price of Bidder		15470.00	15570.0	14327.50	NA
Weighted Technical Marks	40% of (TA), the technical score of Bidder	35.2	32	30.4	NA
Proportional Financial marks	(Lowest Quote / Bidders Quote) *100	92.61	92.02	100.00	NA
Weighted Financial Marks	60 % of LA, the Evaluated Bid Price of Bidder	55.57	55.21	60.00	NA
Combined score of Bidder Weighted Technical Marks + Weighted Financial Marks		90.77	87.21	90.40	NA
Bidder rank		H-1	H-3	H-2	NA

Bidder	Technical Score(T)	Weight(W)	T * W	Price	Financial Score(F)	Weight(W)	F * W	Total Score	Bid Rank
A	88	0.4	35.2	15470.00	92.61	0.6	55.57	90.77	H 1
B	80	0.4	32	15570.00	92.02	0.6	55.21	87.21	H 3
C	76	0.4	30.4	14327.50	100.00	0.6	60.00	90.40	H 2
D	62	0.4	NA	NA	NA	NA	NA	NA	NA

The bidder with the highest combined score will be declared successful and shall be given precedence for award of the contract.

- In the above example, Bidder 'D' does not qualify technical evaluation as the bidder does not meet the minimum qualifying marks of 70.
- Bidders B & C were not the highest combined scorer (i.e., technical score + Price Bid Score), thus not given precedence.
- Bidder A is a highest combined scorer, thus H-1 bidder and would be given precedence for further negotiation (if required) and award.

3.3.2 In case, Highest combined score of two (2) or more bidders are exactly same, then the bidder with lowest price would be given precedence 3.3.3. In the event that the Lowest Bidder is not selected for any reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Acceptance (the "LOA") shall be issued in the format set forth in Appendix-VI, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to an extension of time for submission thereof, appropriate the Earnest Money of such Bidder as Damages on account of the failure of the Selected Bidder to acknowledge the LOA.



- 3.3.5** After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.3.6** Authority shall return Earnest Money of all bidders except L-1 and L -2 within 7 working days from the opening of Financial Bid subject to the provision of Clause 2.1.12 (4). The Earnest Money of L-2 bidder shall be returned within 7 working days of issue of LOA.

Posting of tender results and award information

Tender results and award information will be uploaded on E-procurement Portal <https://hptenders.gov.in>.

Contract Award

Bidders may bid as a single individual, partnership, corporation, or company or Joint Venture. However, if the Bidder is a partnership, corporation or company it must be registered with the Indian Corporate Registry prior to Contract award. If the Bidder is a partnership or corporation, one of the partners have to be registered in India.

Signed contract package

The contract forms and any other applicable forms will be completed by the successful Bidder and included in the signed Contract. Prior to commencement of any activities or at any other time requested by the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5, the successful Bidder must provide its security to the Director, Animal Husbandry- cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection on the designated online portal. While the BID's are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.6** Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.



FRAUD AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3** For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a.** "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - b.** "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c.** "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d.** "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e.** "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



PRE-BID CONFERENCE

- 5.1** Pre-BID conference of the Bidders shall be held on Tuesday-31-October-2023 11:00 AM onwards in Conference Hall Directorate of Animal Husbandry, Pashudhan Bhawan – Shimla-5. The link for pre-bid meeting will also be generated and shared over e-tenders portal so as to ensure participation through Video Conference as well. In case Bidder wants to physically attend Pre-Bid Conference, a maximum of two representatives of each e-Bidders shall be allowed to participate at the designated date, time and place, on the production of the authority letter from the Bidder
- 5.2** During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 Additional Infrastructure Facilities / Technical specifications suggested by Bidder(s): -

The Bidder or his authorized representative must participate in the pre-bid meeting on the scheduled date and time, where the project function description, layout and function may be reviewed for possible question of doubt. It is expected that the supplier will come up with a proposal for another inventory solution, if he thinks it is relevant. The proposals for such Designs and Drawings need to be submitted by contractor keeping in view the basic framework detailed in VOLUME III Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades and Volume-II: Requirements and Specifications.

Drawings mentioned in the list are indicative and for Information & Contractor shall not limit himself to the VOLUME III Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades and Volume-II: Requirements and Specifications, but it is in scope of Contractor to submit all required designs and drawings for review and approval as per Instruction from Authority and to be incorporated in the RFP.

The alternative solution may be proposed for consideration during the pre-bid meeting over the following format.

S. No.	Particulars	Units (If Any)	Specifications
1			
2			
3			
4			

MISCELLANEOUS Governing Law

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts of India. The bid process will be governed and interpreted in accordance with the laws in force in India
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;



- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Performance Security

7.1 Performance Security

- i. **A.** The selected Bidder shall furnish to the Authority an unconditional guarantee from a Bank in the form set forth in APPENDIX-V (the "Performance Security" / the "Additional Performance Security") for an amount equal to 5% (five per cent) of its Bid Price (Capital Cost Plus Operation and Maintenance cost). Such Performance security shall be submitted as per sub-Clause (B) of this Clause. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at APPENDIX-V (the "Performance Security" / the "Additional Performance Security") towards an Additional Performance Security for an amount calculated as under:
 - a. If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.
 - b. This Additional Performance Security shall be treated as part of the Performance Security.

B. The contractor shall submit Performance security as follows:

1. security for an amount equal to Five Per cent of Capital cost (i.e cost excluding Operation and Maintenance Cost) valid up to 60 days from completion of defect liability period. This Performance security to be submitted within 30 days from receipt of LOA
2. Performance security for an amount equal to Five per cent of Operation and maintenance cost to be submitted at the time of commissioning and valid up to 60 days from completion of operation and maintenance period.
 - i. The Additional Performance Security shall be valid until 28 (twenty- e i g h t) days after Project Completion Date.
 - ii. For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the bidder will be suspended for participation in the tendering process for the work of **DIRECTOR ANIMAL HUSBANDRY CUM MEMEBER SECRETARY HIMACHAL PRADESH LIVESTOCK DEVELOPEMNT BOARD**



7.2 Extension of Performance Security and Additional Performance Security

The Contractor may initially provide the Performance Security (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

7.3 Appropriation of Performance Security

- i. Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.
- ii. Upon such Contractor appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 13.5. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 13.5.

7.4 Release of Performance Security

The Authority shall return Performance Security as follows:

- i. Performance security for an amount equal to Five Per cent of Capital cost after 60 days from completion of the defect liability period
- ii. Performance security for an amount equal to Five per cent of Operation and maintenance cost after 60 days from completion of the operation and maintenance period. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified have been rectified.

The Authority shall return the Additional Performance Security to the Contractor within 28 (twenty-eight) days from the date of issue of Completion Certificate under Article 12 of this Agreement.

Location of the COE & Description of Site including land Connectivity etc.

8.1 The Site.

The proposed Site is located in District of Una Mohal Basal, up-Mohal Thakurdwara, Tehsil Una District Una, Himachal Pradesh India, Coordinates 3,5202o North 76,24o South.



The farm set up is a green field project to be set up on the described location. Land is cleared for farming purpose. The land for the farm set up is a flat piece of land. There is presently no infrastructure at the site.

There is road access within 500 m. from the site border.

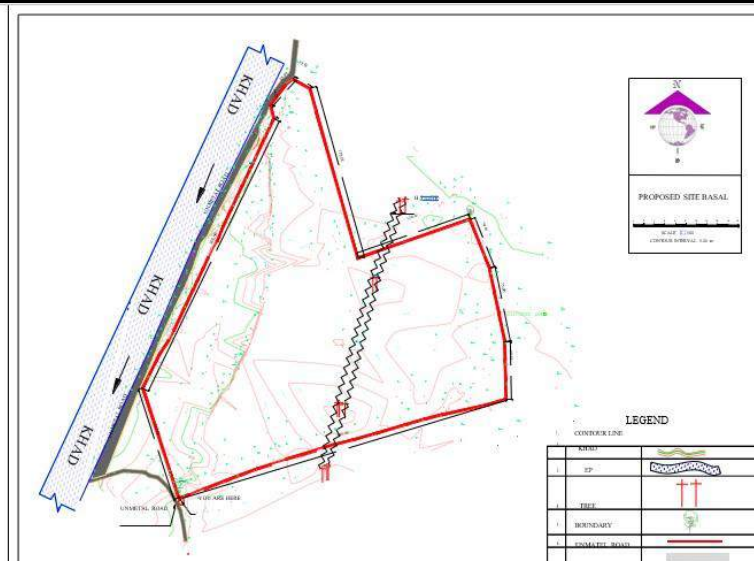
Internal roads on the farm area need to be constructed. Key staff are expected to be living at the farm site.

Power will be provided to be ensured by the Authority through a transformer station on the site.

8.2 Connectivity

The site is connected by

- i. Road -National Highways NH3 – 3 Km and NH-103A- 8 Km
- ii. Rail Panoh – 10 Km and Una Railway Station:- 12 Km
- iii. Nearest Airport Amritsar- 185 Km, Chandigarh (Mohali)- 130 Km and Kangra-96 Km (H.P.)



PROPOSED SITE FOR ESTABLISHMENT OF INDO – DANISH CENTRE OF EXCELLENCE - DAIRY FARM - CUM - TRAINING CENTRE.

8.3 Details of the Land

1. Total Area (Rakba) – 09-93-34 Hectare (0.1 million square meter Appx.).
2. Additional land measuring 0-99-82-hectare land for Centre of Excellence at Basal Una has also been transferred in the name of Department.
3. Khata number 533 Min khatauni No. 655 Min Khasra No. 40/2, 42/2, 43/2, 44, 45/2, 65,85, 86,87, 217, 218, 219,220,221,222

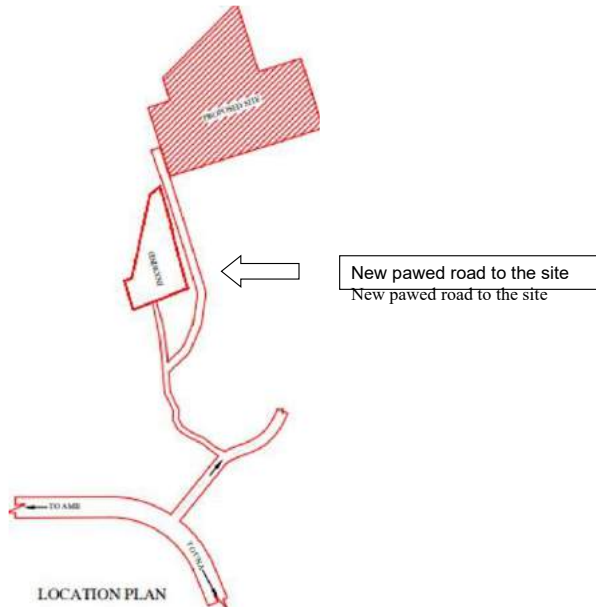
8.4 Description of the construction site

1. The proposed site is placed near the village of Basal in the district of Una H.P. The altitude of the proposed site is 350 meters above mean sea level.
2. It is situated in District Una valley near the river Swan. The major part of the Una District is drained by Swan River and its tributaries.



Photo: The Construction Site covered with small trees, bushes and Miscanthus grass

3. Ground water is the major source of water in the district for irrigation and domestic use. The groundwater is only 4.0 – 70 m. below ground level.
4. The site falls under the Zone IV (Severe) and Zone V (Very severe) of the seismic zone map of India.



8.5 Climate of Una

1. The climate is sup tropical with temperatures 4o C. in winter to 38 – 40o C. in summer and some days up to 46o C. In the winter frost can appear during the nights.
2. The rainfall is most intensive in the Monsoon period from June to September. The annual average rainfall is 1000 – 1050 mm.
3. The air humidity can be high in periods during the Monsoon to a level at 86%. In the summer time it will be lower.

Utilities and Trees

9.1 Shifting of Utilities

The shifting of utilities and felling of trees which comes under the project site and related structures shall be carried out by the Authority along the right of way. Electric poles/Light Poles/Telecom Poles: Where ever required to be shifted from project site (if any) shall be relocated by the Authority through some agency.



Design and Construction of the Project

10.1 Obligations Prior to Commencement of Works

- i. Within 15 (Fifteen) days of the Appointed Date, the successful bidder shall:
 - a. appoint of all matters under or arising out of or relating to this Agreement;
 - b. appoint a design director (the "Design Director") who will head the Contractor's design unit and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
 - c. undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
 - d. make its own arrangements for carrying of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits.
- ii. It will be the prerogative of the Authority, to appoint authorized personnel(s) or agency to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of such authorized personnel(s) or agency forthwith.

Timelines for completion of all stages of construction has been agreed to in Volume-II: Requirements and Specifications and Project Milestones of the Works as specified in Project Completion Schedule agreed to in Volume-II: Requirements and Specifications shall include:

- i. *the order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works;*
- ii. *the periods for reviews under Clause 10.2;*
- iii. *the sequence and timing of inspections and tests specified in this Agreement; and*
- iv. *the particulars for the pre-construction reviews and for any other submissions, approvals and consents specified in the Agreement.*

10.2 Design and Drawings

- i. Design and Standards have been set forth in Volume-II: Requirements and Specifications Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review and approval of the Authority.
- ii. In respect of the Contractor's obligations with respect to the design and Drawings of the Project as set forth in Volume-II: Requirements and Specifications Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades., the following shall apply:
 - iii. The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three (3) copies each of the design and Drawings, duly certified by the Proof Consultant, to the Authority for its approval. However, the Authority may require additional drawings for approval in accordance with Good Industry Practice.
 - iv. by submitting the Drawings for review and approval to the Authority, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;



- v. within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its approval/observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. Provided, however that in case of a major structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days;
 - vi. if the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Authority for review and approval. The Authority shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Contractor Fails to revise and resubmit such Drawings to the Authority for review/approval as aforesaid, the Authority may withhold the payment for the affected works. If the Contractor disputes any decision, direction or determination of the Authority hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
 - vii. no review/approval and/or observation of the Authority and/or its failure to review/approval and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the personnel(s) or agency authorized by the Authority, or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any approval under this Article 10;
 - viii. the Contractor shall be responsible for delays in submitting the Drawing as set forth in Volume-II: Requirements and Specifications Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Authority; and
 - ix. the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
 - x. the Contractor shall ensure that all the designs and drawings shall be approved from the Authority within 90 days (ninety) from the Appointed Date.
- iii. Any cost or delay in construction arising from review/approval by the Authority shall be borne by the Contractor.
- iv. Works shall be executed in accordance with the Drawings Contractor in accordance with the provisions of this Clause 10.2 of the Authority thereon as communicated pursuant to the provisions of clauses & sub clauses mentioned in the RFP. Such Drawings shall not be amended or altered without prior written notice to the Authority. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.
- v. Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the Authority and the personnel(s) or agency authorized by the Authority, a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities.

10.3 Construction of the Project

- i. The Contractor shall construct the Project as specified in conformity with the Specifications and Standards set forth in. The Contractor shall be responsible for the correct positioning of all Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The dates agreed to in Volume-II: Requirements and Specifications shall be the scheduled completion date



(the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.

- ii. The Contractor shall construct the Project in accordance with the Project Completion Schedule set forth in Volume-II: Requirements and Specifications. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Volume-II: Requirements and Specifications, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it 0.05% (zero point zero five per cent) of the Contract Price for delay of each day reckoned from the date specified in Volume-II: Requirements and Specifications and until such Project Milestone is achieved or the Project is completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Volume-II: Requirements and Specifications shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Volume-II: Requirements and Specifications has been amended as above; provided further that in the event the Project is completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon. The Parties agree that for determining achievement or delays in completion of the Project Milestones or the Project on the due date, the works affected due to delay in providing the site for which time extension has been granted beyond the Scheduled Completion Date will be excluded. For example on the due date to achieve the Project Milestone-I (i.e., Stage Payments of 10% (ten per cent) of Contract Price on 180th (one hundred and eighty) day from the Appointed Date), if 5% (five per cent) of the project length corresponding to the Project Milestone-I is not handed over or lately handed over resulting in the extension of completion of this 5% (five per cent) length beyond Scheduled Completion Date, Stage Payment of $10\% \times 0.95 = 9.5\%$ only is to be achieved by 180th (one hundred and eighty) day. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 10.3 (ii) shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected Works as specified in Clause 10.5 (ii).
- iii. The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. Provided that no deduction on account of Damages shall be affected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed 10% (ten per cent) of the Contract Price. If the damages exceed 10% (ten per cent) of the Contract Price, the Contractor shall be deemed to be in default of this agreement having no cure and the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice.
- iv. In the event of period of 90 (ninety) days from the Schedule Completion Date set forth in Volume-II: Requirements and Specifications, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, the contractor shall be deemed to be ineligible for bidding any future projects of the Authority, both as the sole party or as one of the parties Completion of Joint Venture during the period Date to issuance of Completion Certificate.

10.4 Maintenance during Construction Period

- i. During the Construction Period, the Contractor shall maintain, at in the vicinity of Project so that the traffic movement and safety time materially inferior as compared to their condition on Appointed Date, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only



with the prior written approval of the personnel(s) or agency authorized by the Authority, which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project

- ii. Notwithstanding anything to the contrary contained in this Agreement, in the event of default by the Contractor in discharging the obligations specified in Clause 10.4 (i) above, the Authority shall get these maintenance works completed in the manner recommended by the personnel(s) or agency authorized by the Authority, to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.

10.5 Extension of time for completion

- i. Without pre-extension of time, the Contractor shall be entitled to an extension of time in the Project Completion Schedule (the "Time Extension") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:
 - a. delay clearances, specified in Clause 3.1 (iv);
 - b. Change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed upon mutually);
 - c. occurrence of a Force Majeure Event;
 - d. any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel or the Authority's other contractors on the Site; and
 - e. any other cause or delay which entitles the Contractor to Time Extension in accordance with the provisions of this Agreement.
- ii. The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 10.5 (i), inform the personnel(s) or agency authorized by the Authority, by notice in writing, with a copy to the Authority, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance. Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected hereunder.
- iii. On the failure of the Contractor to issue to the Authority's Eng accordance with the provisions of Clause 10.5 (ii) within the time the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this Clause 10.5 (iii), the Authority shall be discharged from all liability in connection with the claim.
- iv. The Author provisions of Clause 10.5 (ii), examine the claim expeditiously within the time frame specified herein. In the event the personnel(s) or agency authorized by the Authority, requires any clarifications to examine the claim, the personnel(s) or agency authorized by the Authority, shall seek the same within 15 (fifteen) days from the date of receiving the claim. The Contractor shall, on receipt of the communication of the personnel(s) or agency authorized by the Authority, requesting for clarification, furnish the same to the Authority's Engineer within 10 (ten) days thereof. The Authority's Engineer shall, within a period of 30 (thirty) days from the date of receipt of such clarifications, forward in writing to the Contractor its determination of Time Extension. Provided that when determining each extension of time under this Clause 10.5, they shall review previous determinations and may increase, but shall not decrease, the total Time Extension.
- v. If the event or circumstance giving rise to the notice has a continuing effect:
 - a. a fully detailed claim shall be considered as interim;
 - b. the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further



particulars as the personnel(s) or agency authorized by the Authority, may reasonably require; and

- c. the Contractor shall send a final claim within 30 (thirty) days after the effect of the event or the circumstance ceases. Upon receipt of the claim hereunder, the personnel(s) or agency authorized by the Authority, shall examine the same in accordance with the provisions of Clause 10.5 (iv) within a period of 30 (thirty) days of the receipt thereof

10.6 Incomplete Works

In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavour to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 10.3 (ii) for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination.

10.7 Maintenance Manual

No later than 60 (sixty) days prior to the Project Completion Date shall, in consultation with the personnel(s) or agency authorized by the Authority, evolve a maintenance manual (the "Maintenance Manual") for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, safety requirements and Good Industry Practice, and shall provide 3 (Three) copies thereof to the Authority. The Authority shall review the Maintenance Manual within 15 (fifteen) days of its receipt and communicate its comments to the Contractor for necessary modifications, if any.

10.8 As-Built Records

The Contractor shall prepare, and keep up-to-date, a complete set of as built records of the execution of the Works, showing the exact as built locations, sizes and details on the Works as executed with cross references to all relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purpose of this Sub-Clause 10.8. The Contractor shall provide 2 (two) copies of as built records to the Authority prior to the commencement of the Tests on Completion.

10.9 Contractor's Use of Authority's Documents

Intellectual Standards and all other documents and materials issued by the Authority or the Authority's Representative to the Contractor shall (as between the parties) remain the property of the Authority. The Contractor may, at its cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the consent of the Authority, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Works under the Agreement.



Quality Assurance, workmanship Supervision and Monitoring during Maintenance.

- 11.1 The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice. If the Authority, through authorized personnel(s) or agency desires to inspect the material, manufacturing facility and stores, they should be offered for inspection to him or to his agent at the cost of supplier will have to inspect each item from concerned competent authority prior to supply and the cost of such inspections will be borne by the successful tenderer. Inspection report shall be attached with the delivery of the item.
- 11.2 Construction of buildings have to be supervised in all phases.
- 11.3 Installation of fixtures, water, electricity and ventilation has to be supervised and tested at final installation.
- 11.4 Installation of inventory/ housing equipment has to be supervised and tested at final installation.
- 11.5 Installation of milking parlour, milk cooling and milk storage has to be supervised and tested and at final installation.
- 11.6 Installation and test of herd management system, electronic identification and heat detection.
- 11.7 Guarding of the construction site and later the farm itself.
- 11.8 Monitoring & Supervision of project and construction will be ensured by the Authority through independent Third party or any other person(s) as may be so authorized by it.
- 11.9 The Successful bidder shall ensure: -
 - i. Preparation of Construction drawings, Technical Specifications
 - ii. To approve materials and to ensure that the quality of works is in accordance with contract specification, including testing of raw constituents and its product such as sand, chips, cement, concrete cube, steel bar etc.
 - iii. Supervision & Monitoring of works during Construction and Quality Control & Quality Assurance
 - iv. Quality assurance of all the materials used in the work according to relevant IS specification and terms of contract
 - v. Ensuring quality tests of materials as per standard norms and frequency as specified in tender document or as per BIS specifications during execution and of completed works, and order the removal of sub-standard materials from work site
 - vi. Monitoring and controlling the progress by using project management tools such as CPM, PERT, Bar Chart, Prima Vera and Ensuring schedule of work progress and for any unavoidable circumstances work is delayed rescheduling of the work to complete it on earliest possible date
 - vii. Submission of monthly progress report to the Authority or as and when required.
 - viii. Arranging progress review meetings with department monthly or whenever required by the officials of Department
 - ix. Safety management, of the entire work site shall be ensured
 - x. The successful bidder will assist in taking measurements, levels and record the same in shadow measurement book & submit the same in soft and hard copy duly signed to the Department. The Department will cross check and verify the measurement taken by consultant. If measurements are found wrong & corrections are suggested by Department officials, the same shall be corrected as required
 - xi. Maintenance of reports, records and files etc. as per requirement
 - xii. After completion of the works necessary documents/ data/ maps and as built drawing etc. related to contract shall be handed over to Department along with maintenance manual.



- xiii. The successful bidder shall keep accurate records of all site activities and operations and those required elsewhere for efficient works execution from the contractor and others under the construction contract, including but not restricted to:
 - a) Minutes of scheduled meetings
 - b) Daily, weekly and monthly report from the Engineer's representative and the site inspectors
 - c) Instructions, variation orders, approval forms, etc.
 - d) Level and survey books, including checks on setting out and completed work.
 - e) Work records, such as measurement, level, dimension, as built-drawings and material delivery notes.
 - f) Progress Reports based on Prima Vera or M.S. Project software
 - g) Charts and drawings
 - h) Test data and laboratory reports
 - i) Plant and labour returns
 - j) Day work records
 - k) Financial records, including interim statements plus supporting particulars and certificates
 - l) Administrative records concerning leave, sickness, accidents, etc., where applicable as submitted and as corrected, if necessary
- xiv. The successful bidder will assist Department in making power point presentation, field notes and all necessary data and hard copy / soft copy as required during the visit of VIP's/ Senior officers & even all periodical meetings of the Government level.
- xv. The successful bidder will ensure completion of all infrastructural work and handover the same to the Authority in scheduled time frame with the concurrence of the Authority.



Force Majeure

12.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 12.2, 12.3 and 12.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

12.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- i. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- ii. strikes or boycotts (other than those involving the Contractor, Sub- contractors or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 12.3;
- iii. any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;
- iv. any judgement or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- v. the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- vi. any event or circumstances of a nature analogous to any of the foregoing.

12.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- c. any civil commotion, boycott or political agitation which prevents construction of the Project by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- d. any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;
- e. any Indirect Political Event that causes a Non-Political Event; or
- f. any event or circumstances of a nature analogous to any of the foregoing.



12.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors; unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- b. any failure or delay of a Sub-contractor but only to the extent caused by another Political Event; or
- c. any event or circumstances of a nature analogous to any of the foregoing.

12.5 Duty to report Force Majeure Event

- i. **Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:**
 - (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 12 with evidence in support thereof;
 - (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - (d) any other information relevant to the Affected Party's claim.
- ii. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 12.5 (i), and such other information as the other Party may reasonably request the Affected Party to provide.

12.6 Effect of Force Majeure Event on the Agreement

- (i) Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:
 - (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;



- (b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
 - (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.
 - (d) For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.
- (ii) Save and except as expressly provided in this Article 12, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.
- (iii) Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

12.7 Termination Notice for Force Majeure Event

- i. If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 12, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

12.8 Termination Payment for Force Majeure Event

- i. In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall payable. Provided that in the event Termination occurs during the Maintenance Period, the Authority, through authorized personnel(s) or agency shall only determine the value of Works associated with Maintenance.
- ii. If Termination is on account of an Indirect Political Event, the Termination Payment shall include:
- a. any sums due and payable; and
 - b. the reasonable cost, as determined by the authorized personnel(s) or agency authorized by the authority, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards; Provided that in the event Termination occurs during the Maintenance Period, the personnel(s) or agency authorized by the Authority shall only determine the value of Works associated with Maintenance.
- iii. If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor.

12.9 Dispute resolution



In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

12.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a.** the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b.** the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c.** when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.



Suspension of Contractor's Rights

13.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

13.2 Authority to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 13.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Project and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

13.3 Revocation of Suspension

- (i) In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder. Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

13.4 Termination

- i. At any time during the period of Suspension under this Article 13, the Contractor may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement.
- ii. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Contractor Default.

13.5 Termination for Contractors Default

- i. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:



- a. the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- b. after the replenishment or furnishing of fresh Performance Security in accordance with Clause 7.3, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- c. the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions, subject to any Time Extension, and continues to be in default for 45 (forty-five) days;
- d. the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project without the prior written consent of the Authority;
- e. the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority
- f. the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof;
- g. the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority;
- h. the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;
- i. the Contractor creates any Encumbrance in breach of this Agreement;
- j. an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- k. the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- l. the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- m. a resolution for winding up or insolvency of the Contractor is passed, or any petition for winding up or insolvency of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver or interim resolution professional, as the case may be, is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed



entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

- the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- n. any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be false or the Contractor is at any time hereafter found to be in breach or non-compliance thereof;
- o. the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- p. the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- q. the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.
- r. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- i. for doing or forbearing to do any action in relation to the Contract, or
 - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (s).

However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

- (ii) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
- (iii) The following shall apply in respect of cure of any of the defaults and/ or breaches of the Agreement:
- (a) The Cure Period shall commence from the date of the notice by the Authority to the Contractor asking the latter to cure the breach or default specified in such notice;
 - (b) The Cure Period provided in the Agreement shall not relieve the Contractor from liability for Damages caused by its breach or default;
 - (c) The Cure Period shall not in any way be extended by any period of suspension under the Agreement;
 - (d) If the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder the applicable Cure



Period (and any liability of the Contractor for damages incurred) shall be extended by the period taken by the Authority to accord its required approval.

- (iv) After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

14. Termination of Payment

- i. Upon Termination on account of Contractor's Default under Clause 13.5, the Authority shall:
 - a. encash and appropriate the Performance Security, Additional Performance Security if any and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security and Additional Performance Security if any, claim the amount stipulated in Clause 7.1, as agreed pre- property and ownership in all Materials, Plant and Works and the Project shall, as between the Contractor and the Authority, vest in the Authority in whole; provided that the foregoing shall be without prejudice to Clause 14;
 - b. risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Authority; and
 - c. the Authority shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project, which have not been vested in the Authority in accordance with the provisions of this Agreement.

15. Survival of rights

- i. Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

16. Foreclosure with mutual consent

- i. Without prejudice to any provision of this Agreement, the Authority and Contractor may foreclose this Agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- ii. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- iii. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- iv. Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.



- v. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Contractor and shall not affect the Contractor in any way if it wishes to bid in future projects of the Authority.

For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Contractor and shall not affect the Contractor in any way if it wishes to bid in future projects of the Authority. confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

17. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article, (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. If the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

17.1 Defence of claims

- i. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder; and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 25, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- ii. If the Indemnifying Party has exercised its rights under Clause 17, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).



- iii. If the Indemnifying Party exercises its rights under Clause 17, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
 - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:
- Provided that if Sub-Clauses (b), (c) or (d) of this Clause & (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

Dispute Resolution

18.1 Dispute Resolution

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 18.2.
- (ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

18.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the personnel(s) or agency, authorized by the Authority or such other person as the Parties may mutually agree upon (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 18.1.1 or such longer period as may be mutually agreed by the



Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 18.3.

18.3 Arbitration

- (i) Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in article 18.2, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to arbitration, the arbitration shall be under the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- (ii) Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- (iii) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Shimla High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- (iv) The Arbitration proceeding shall be governed by the substantive laws of India. Arbitration proceedings shall be held in Shimla in State of Himachal Pradesh, India. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

19. Terms of Delivery and delays, Liquidity damages and Terms of prices and payments and tax compliance clauses.

19.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been signed by the Authority or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the Authority or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

19.2 Time is the essence of the contract

The time for and the date for execution of the work stipulated in the contract or as extended shall be deemed to be of the essence of the contract. The work must be completed not later than the date(s) so specified or extended.

19.3 Delay in the contractor's performance

If the contractor fails to execute the work or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Authority may without prejudice to his other rights:

- recover from the contractor liquidated damages or
- treat the delay as a breach of contract and avail all the remedies.



19.4 Inordinate Delays

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Authority.

19.5 Extension of Contract Execution Period

If at any time during the execution of the contract, the contractor encounters conditions hindering timely execution of the project and performance of incidental Works/ Services, he shall promptly inform the Authority in writing about the same and its likely duration. He must make a request to the Authority for an extension of the schedule. On receiving the contractor's communication, the Authority shall examine the situation and, at its discretion, may agree to extend the schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

19.6 Conditions for Extension of Delivery Period

When the period of execution is extended due to unexcused delay by the contractor, the amendment extending the execution period shall, inter alia, be subject to the following conditions:

- a. **Liquidated Damages:** The Authority shall recover from the contractor, under the provisions of this clause, liquidated damages, which the contractor has failed to deliver within the delivery period stipulated in the contract.

19.7 Liquidated damages

1. Subject to clause 19.5, if the contractor fails to execute the project or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Authority shall, without prejudice to other rights and remedies available to the Authority under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s).
2. Any failure or delay by any sub-contractor, though their employment, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

19.8 Prices

19.8.1 Charged Prices

Prices to be charged by the contractor for the execution of the project/supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.



19.8.2 Controlled Prices

1. The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

19.8.3 Penalties for overcharging

If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Authority to:

- annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or
- without annulling the award, take action to recover the overcharged amount, or
- treat it as a breach of contract and avail any or all remedies thereunder.

19.8.4 Price Components and Incidental Works/ Services

Unless otherwise stated in the contract, The Authority shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received. **No separate bill shall be payable for the freight/transportation/carriage etc., it is understood that the bidder has worked upon these costs and quoted the FOR prices wherever applicable.**

19.8.5 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm.

19.8.6 No Other Claim due to Variations

With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc., the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Authority under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be up to the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract.

19.9 Taxes and Duties

- a) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Authority. Further instruction, if any, shall be as provided in the contract.



- b) If applicable under relevant tax laws and rules, the Authority shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- c) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the Authority has no bearing on the invoicing.
- d) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- e) While claiming reimbursement of duties, taxes etc. (like GST) from the Authority, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Authority, the Authority's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Authority immediately on receiving the same from the concerned authorities.
- f) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Authority in compliance with GST provisions.
- g) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.
- h) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - (i) The Authority shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
 - (ii) However, the Authority shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
 - (iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.



- (iv) In case of profiteering by the contractor relating to GST tax, the Authority shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- (vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

19.10 Statutory Variation Clause

Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Authority's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Authority during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

19.11 Duties/ Taxes on Raw Materials

The Authority is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods/services taking place during the pendency of the contract.

19.12 Customs Duty

Bidder shall ascertain and bear all the Custom Duties and any other taxes or levies imposed for the import of the products/services; hence, the rates should be quoted considering this.

19.13 Terms and Mode of Payment

19.13.1 For Services/Execution:

The payments shall be made in the manner as per Authority's payment procedures. All the payments of whatever value to the Contractors shall be made through EFT only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.

19.13.2 General Payment condition for payment

- 1 All the payments shall only be made in Indian Rupees.
- 2 While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.



- 3 The Contractor shall pay equivalent of 1% of the billed amount, excluding taxes, in the form of Demand Draft, payable to the Director-cum-Member Secretary, HPLPDB, Shimla, while submitting the bill for payment.
- 4 Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
 - a) Original Invoice (GST Compliant format) Certificate of pre-despatch inspection by the Authority's representative/ nominee, if applicable
 - b) Manufacturer's test certificate, if applicable
 - c) Performance/ Warrantee Bond, if applicable
 - d) Certificate of Insurance, if applicable
 - e) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
 - f) Any other document specified.

19.13.3 Advance/ mobilization Payment not allowed.

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made or the stipulated work has been executed and only after such incidental works/ services have also been rendered and also, 1% Processing Fees has been paid to the Authority. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

19.14 Payment Against Time-Barred Claims

All claims against the Authority shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Authority is entitled to, and it shall be lawful for it to reject such claims.

19.15 Commissions and Fees

The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

The Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5 is authorised to debar any party or parties from future participation in the Purchase Programme of the Department of Animal Husbandry HP and from having any such dealings with any Government /Corporate body etc. in the State of Himachal Pradesh for a period not exceeding one year from the date of issue of such orders, when such parties quote rates in respect of various items of store for which tenders were invited by the Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5 and are the lowest, but such parties decline to enter into rate contract.

The tenderer who wishes to file appeal against the award of rate contract may do so within 30 days of the award of rate contract and the appeal shall lie to the Administrative Secretary (AH) or any other authority as may be notified by the Government.

I/We hereby agree to set up a Centre of Excellence-Dairy Farm-cum-Training Centre", at Mohal Basal, up-Mohal Thakurdwara, Tehsil & District Una, Himachal Pradesh, India; PIN174303 on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and for supply of Robotics and other Equipment of the Specified Standards thereof; including Comprehensive Maintenance of Robotics,



Machinery and Equipment for Period of Five (05) Years" at the rates specified in the Financial Bid that has been uploaded by me online over the designated e-procurement portal of Himachal Pradesh.

I / we hereby undertake to execute the project within assigned timeline of 18 (Eighteen) months and the key milestones activity wise for the completion of the project activities, that have been provided by me at Volume-II: Requirements and Specifications, including sufficient testing of the installed equipment, shall essentially form the part of the contract agreement.

All the terms and conditions as set forth in this RFP will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose Bank guarantee /Fixed Deposit Receipt (FDR) pledged in favour of Director Animal Husbandry cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5, as earnest money and should I/We fail to execute an agreement embodying the said conditions and deposit the security as laid down, in the form within stipulated timeframe of the acceptance of my/our tender, I/we hereby agree that the above sum of earnest money shall be forfeited to the Director Animal Husbandry cum Member Secretary Himachal Pradesh Livestock Development Board, Shimla-5,

If adjudged as successful bidder, I/ We, agree to pay to the Authority, a sum equivalent to 1 % of the final price of the work order excluding taxes as Bid Processing fee and Administrative Charges.

Read and accepted.

Signatures of the Tenderers



Volume-II:

Requirements and Specifications



Volume-II: Requirements and Specifications

"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una in Himachal Pradesh on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years".

Government of Himachal Pradesh and the Ministry of Food, Agriculture and Fisheries of the Kingdom of Denmark, in order to deepen and expand the cooperation between the India-Denmark Green Strategic Partnership, have entered into a Memorandum of Understanding that will inter alia cover establishing a Centre of Excellence on dairying in the State of Himachal Pradesh. A joint declaration of intent on cooperation in the fields of Animal Husbandry and Dairying has been signed in Copenhagen, Denmark during the visit of Hon'ble Prime Minister to Denmark. The Centre of excellence Dairy farm cum Training Centre is proposed to be designed and modelled as a State-of-the-art facility and is required to be established in accordance to the designs and layouts submitted by the Danish expert. The standards conform to IS (Indian Standard) Codes, specifications etc. as specified in Volume-II: Requirements and Specifications; Volume- IV: Appendices & Annexures and Volume-III– Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades. In all cases the latest revision of the codes and specifications shall be referred to. The successful bidder shall follow all relevant and latest Standards wherever necessary but not limited to as mentioned above.

The Farm is proposed to be developed as an educative training centre for Dairy farmers, Entrepreneurs as well as visit and demonstration centre, where the latest technologies are applied in barns as well as for milking of animals, cooling and storage of milk.

20.1 Primary Goals & Features.

1. The facility is required to be established for rearing of 200 Dairy Cows of Jersey breed including lactating, breeding and dry herd, 150 heifers and 50 calves.
2. Creation of Barn facilities for both lactating cows, dry cows and calving facilities with maturity boxes and rooms for the new born calves and barn for calves up to 6 months and heifers from 6 to 22 months and is expected to constitute of following activities & components: -
 - a) Construction of building facilities for housing of the aforesaid herd strength in accordance to details and dimensions provided at Appendix-XI Requirements for inventory/housing equipment & Project Description for Buildings (Supply, erection, installation and commissioning) of specified standards as detailed at Appendix XIV). The details of infrastructural setup required to be created detailing number of buildings to be erected and facilities required along with layouts, designs are provided at Appendix-IX Requirements for inventory/housing equipment & Project Description for Buildings (Supply, erection, installation and commissioning).
 - b) The barns are required to be Bird, Rodent Proof and termite treated. PLEASE NOTE THAT NO Ultrasonic devices are to be used.
 - c) The requirements of Barns, BUILDINGS along with inventory and description of items to be created have been illustrated by way of images under each appendix.
 - d) Creation of facilities for waste handling, feed storage and logistics for operation of the farm
 - e) Creation of facility for internal Water supply in the farm premises.
 - f) Electrification of Sheds & farm Premises.
 - g) Creation of adequate Ventilation\cooling system in accordance to prevailing climatic conditions on site so as to ensure optimum production climate in barns
3. Provision of Professional grade air curtains at all exit and entry points of all the buildings.



4. Integrated herd management system and electronic identification in ear tags and Microchipping.
5. Providing Automatic Feeding & watering units in Barns.
6. Providing cow-brushes, including their installation, hand holding and training of manpower.
7. Training: -The bidder shall give training for the operation and maintenance to the personnel of HPLPDB, on the offered machine(s).
8. Milking parlour including milk cooling and tank for storage of milk of specified capacity at detailed at Appendix Appendix-X- Requirements for milking parlor including milk cooling tank of 10,000-liter capacity (Supply, erection, installation and commissioning).
9. Manure handling in the barns including supply of Scrapping Systems, Supply & installation of Pump & Agitator pits, Pump lines, supply of manure separator and creation of facility for manure storage which can handle 75-90-day duration manure generated in the proposed farm.
10. Creation of facilities for feed storage and logistics for operation of the farm.
11. Commissioning of facilities and training of staff.
12. Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years.
13. Fully furnished Air-Conditioned Training facility with ICT equipment including lodging and boarding facilities for 30 trainees on twin sharing basis (Building 11 & 12 referred to in this RFP)

20.2 Project Execution Timeline

It is Expected that the project will be completed within assigned timeline of 18 (Eighteen) months and the key milestones **activity wise for the project activities have been broadly divided into sub-elements of the project to facilitate potential division in phases.** It is mandatory for the bidder to submit, the overall project timeline in the following format including the key milestones to be achieved till the completion and commissioning of the project within stipulated period of Eighteen (18) Months. This would essentially include sufficient testing of the installed equipment. The timelines submitted by the bidders shall essentially form the part of the contract agreement.

Particulars	Timelines proposed by the bidder for activity wise milestones to be accomplished after signing of Contract Agreement				
	0-3 Months	4-6 Months	7-9 Months	10-14 Months	15-18 Months
Location and grouping of farm buildings. Design of Dairy Farm including Drawings and specifications for buildings and other instalments					
Construction of building facilities, waste handling, feed storage and logistics for operation of the farm					

"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre"



Particulars	Timelines proposed by the bidder for activity wise milestones to be accomplished after signing of Contract Agreement				
	0-3 Months	4-6 Months	7-9 Months	10-14 Months	15-18 Months
Fully operational Water and power supply including all accessories, wirings, fittings with installation, testing & commissioning.					
Inventory for animals, watering systems, cow-brushes, including installation					
Milking parlour including milk cooling and tank capacity					
Ventilation/cooling system – for maintaining optimal production temperature in barns					
Manure handling in the barns					
Commissioning of facilities and training of staff					
Internal roads and pavements					
Administrative Block & fully Furnished Air-conditioned training facility with ICT equipment and with Hostel facility on twin sharing basis for 30 trainees.					
Handing over two copies each of Project lay out, Blue Print, wirings, water supplies, drainage and sewerage facilities and any other design or drawing that may be required by the authority.					
Full project to be finished and delivered to The Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board					



Project Function Description and Requirements for Design of COE Dairy Farm construction of buildings & other facilities, waste handling, feed storage and logistics for operation of farm design of Centre of Excellence -Dairy Farm cum Training Centre

20.3 Function description

The facility is required to be dimensioned for 200 Dairy Cows of Jersey breed including lactating, breeding and dry herd, 150 heifers and 50 calves and includes following components and services:

1. Lay out, Design of Dairy Farm & Drawings, Roads & Thoroughfare.

Survey & Investigation and Preparation & finalization of detailed Site plan in consultation with "HPL&PDB" as per plan and scope of work contained in this RFP duly approved by Director Animal Husbandry cum Member Secretary HPL&PDB

Preparation & finalization of Architectural, Structural, Plumbing & Electrical design & drawings in scheduled time frame with the concurrence of Director Animal Husbandry cum Member Secretary HPL&PDB

- a) Location and grouping of farm buildings.
- b) Internal roads and pavements including Location of pathways and roads.
- c) Pathways must connect each building of cattle yard, offices etc.
- d) Roads must be well gravelled / paved for quick transport.
- e) As far as possible roads must be straight for easy economic haulage.
- f) Layout of roads / structures must be such which requires minimum wastage of land.
- g) The slopes and drains should be designed in such a way that there is no stagnation of water in farm premises.
- h) **Oversight drawing of buildings and installations and overall logistics to demonstrate the overall project.**
- i) **Electrical diagram with requirements and specifications for the desired power supply.**
- j) **Water distribution/ piping layout & diagram with requirements and specifications for the desired water supply.**

2. Buildings and other Civil Works.

Buildings and installations to fulfil Indian requirements for construction of building and choice of material suitable for local climatic conditions

- a) Barn facilities for both lactating cows, dry cows and calving facilities with maturity boxes and room for the new born calves and barn for calves up to 6 (six) months and heifers from 6 (Six) to 22 (Twenty-Two) months. The barn facilities (5 buildings): - **Number of stalls required, as detailed at Appendix -IX**, are proposed for 175-200 Lactating Cows, 20 Dry Cows, 150 heifers and 50 calves and 13 (Thirteen) Advanced pregnant heifers (2 months before calving) and are required in form of Barn for lactating Cows -200, Barn for dry cows, high pregnant heifers- 13, Calving pens, treatment, and boxes for sick animals.
 - i. Calving pens 8
 - ii. Pens for sick animals 4
 - iii. Treatment area
- Single boxes for calves for calves (0 – 6 months) with facilities for feeding of calves.
- i. Heifers 36
 - ii. Bull calves 14
- Barn for heifers (6 – 22 months)
- i. Common boxes heifers (1-6 months)- 88
 - ii. Cubicle for Heifers (6-22 months) 191
- Cubicles with High Density mattresses (Rubber cover with Latex min. thickness 60 mm. for cows and 30 mm. for heifers)



- b) Creation of fully operational Water and power supply facility including underground wirings accessories, with earthing of adequate load, fixtures and fittings in the project area including lightening of farm premises and ground water tank including supply, installation & testing.
- c) Supply, erection, installation and commissioning of Milking centre with training facilities & with milking parlor (2x12 Herring bone with fast exit) holding area, service- and technique rooms, staff facilities and training facilities, visitor area- **Building 03 referred to in the current RFP**. Milking parlour with milk cooling tank of specified capacity and creation of required facilities of specified standards, as detailed at **Appendix-X- Requirements for milking parlor including milk cooling tank of 10,000-liter capacity (Supply, erection, installation and commissioning)**.
- d) Creation of fully furnished Air-Conditioned Training facility with ICT equipment including lodging and boarding facilities for 30 trainees on twin sharing basis with attached bathrooms.
- e) Appendix -XI Requirements for inventory/housing equipment including installations & Project Description for Buildings. Supply, erection, installation and commissioning.
- f) Integrated herd management system and electronic identification in ear tags and Microchipping.
- g) Providing Automatic Feeding & watering units in Barns. Supply, erection, installation and commissioning using RFID tags and computer operated and managed automated system.
- h) Facilities for storage of roughage, hay, straw and legumes Storage for concentrates and purchased feedstuff (Rodent proof) for operation of the farm (**Building- 6, 7 & building -8) referred in this RFP**.
- i) Inventory and other essential management equipment articles essentially required for animals like mattresses, cubicles etc., including Supply, erection, installation and commissioning. This includes Supply, erection, installation and commissioning of watering systems, cow-brushes, Ventilation/cooling system for optimal production microenvironment in barns and creation of required facilities of specified standards as detailed at **Appendix -XII- Requirements for ventilation/cooling system for optimum production conditions in barns (Supply, erection, installation and commissioning)**
- j) Machinery house with workshop and rooms for electricity and water plant Room for electrical installations and emergency power generator, Water plant. (Building-9) referred in this RFP. Emergency power system with stationary diesel engine and generator vis a vis the requirement of power to run essential equipment in the entire project area.

3. HR & Training facilities.

- b) Building-11) Administrative Block & Training facilities: - 5000 Square Feet Fully furnished Air-Conditioned Training facility with ICT equipment.
- c) Building-11) Hostel facilities: - 3000 Square Feet.
- d) Room for veterinarian including Office, Treatment area and dispensary.
- e) Commissioning of facilities hand holding and training of manpower.
- f) Training: -The successful bidder shall give training for the operation and maintenance to the personnel of HPLPDB, on the offered machine(s).
- g) Public facilities.
- h) Cleaning area and commercial washing facility.



4. Sanitation & Waste Disposal Facilities: -

- a) Manure handling in the barns and creation of required facilities as detailed at Appendix -XIII Requirements for Supply, erection, installation and commissioning of Equipment for manure handling along with Manure and waste storage facility with incinerator. Supply, erection, installation and commissioning. Handling of waste materials to be included in proposed solution. Installation of automatic scraping system, slurry pump and mixer in the alleys.
- b) Necropsy room with required equipment.

5. Surveillance and Monitoring of all the farm activities: - Provision to closely monitor and keep all farm activities under CCTV Surveillance to be incorporated. Provisions for Biometric attendance of all the staff are to be installed.

6. Biosafety Measures: - Biosafety of the entire facility is to be ensured along with necessary pathogen control measures at all the animal facilities.

7. Comprehensive Warranty of Robotics, Machinery and Equipment for Period of Five (05) Years is to be given for items/equipment as well as for its accessories from the date of installation of the equipment /instruments / machinery etc. and it should include

- a) Warranty of Equipment
- b) Service warranty
- c) Spare part availability assurance

8. The details of infrastructural setup required to be created detailing number of buildings to be erected and facilities required along with inventories, Specifications, layouts, designs Floor Plans Sections & Facade are provided at Appendix -IX, Appendix X, Appendix XI, Appendix-XII & Appendix-XIII of this RFP. and is supposed to include: -

1. Dispensing unit
2. Veterinary facilities including a dispensing/veterinary aid facility
3. Office space for the manager and other staff and room for data and record keeping – min. 3 offices and storage.
4. Monitoring & Surveillance.
5. Segregated milk lab. For estimation of FAT, SNF, and adulteration.
6. Waste handling from humans, animals and milking parlours to be handled according to Indian/EU standards
7. Buildings to be suitable for natural ventilation combined with electrical ventilation
8. Drawings and specifications to be specified (Dimensions, slopes, quality, specifications etc.)
9. Drawings and specifications for water, power and waste handling.
10. Calculation of required capacity for power



Appendix -X

20.4 Requirements for milking parlor including milk cooling tank of 10,000-liter capacity (Supply, erection, installation and commissioning)

1. 2 x 12 milking parlor Herring bone one unit with fast exit. In addition, the necessary equipment for separating cows after milking must be delivered. (See attached layout plan- Building 3)
2. Milking equipment should be with quantity measurement facility per cow per milking (Milk meter for flow- and volume measurement - International Committee for Animal Recording (ICAR) approved].
3. Milk tank capacity for 10,000 liters including cooling capacity for cooling down milk to 4 degrees Celsius within 3 hours
4. Heat recovered from cooling of milk to be used for production of hot water for cleaning of equipment.
5. All technology included in the project need to be guaranteed supply of spare parts and repair of faults within 48 hours. Vital spare parts have to be provided on the farm for instance a spare milk-and vacuum pump.
6. SORTING GATE SYSTEM for the collection area as well as facilities for cooling and storing the milk.
7. Milking parlor etc. must be delivered and installed as a fully completed and functional system with associated connections to tank rooms etc., all wall fixtures and drillings must be included.
8. The plant must comply with the minimum requirements applicable in ISO 3918-5707-6690, EN 13732 and "The Nordic Guidelines for Dimensioning and Assembly of Milking Plants".
9. The milking system must be supplied as a complete set with associated pulsators, automatic take-off and removal, hose guide, milk releaser, milk pump, vacuum pump, compressor system for compressed air, washing cuffs and milk filter system.
10. The milking system is to be supplied with electronic milk measurement and sampling unit. The system must be International Committee for Animal Recording (ICAR) approved for performance control
11. Control panel at the milking parlors, alternatively must have 1(one) touch screen at the entrance to the milking aisle
12. Auto-start or equivalent for the milking sets
13. Milk pump and vacuum pump are to be supplied as frequency controlled
14. Oil-free vacuum pump is also required to be supplied
15. After operating in (max. 3 months), the facility must undergo a total test according to the concept from SEGES Milk Quality. Errors, defects and under-dimensioning must be corrected at no additional cost. The supplier of the milking system orders and pays for the first test. If further tests are necessary to achieve a fault-free installation, these are also to be paid up by the supplier.
16. The facility is to be provided with an English instruction manual, video help tutorials and personal instruction of the staff as needed for 1 (one) to 5 (Five) separate milkings. The offer is to be accompanied by a concise plant specification and plant description in English
17. Service agreement for 5 (Five) year service and Warranty on compressor and vacuum pump
18. The facilities must comply with the measurements and constructions specified on the supplied drawing material.



19. The milking center is to be equipped with a closed milking pit with an associated collection area. All technical equipment is required to be placed in the associated room for milking equipment and the technical room.
20. All technology included in the project need to be guaranteed supply of spare parts and repair of faults within 48 hours. Vital spare parts have to be on the farm for instance a spar milk- and vacuum pump.

Milking of animals may be required to be made twice/daily, with possibility of milking thrice a day. The milking parlor is to supplied as one complete solution with the necessary equipment in the form of entrance gates, dividers between the individual stalls, front rack with associated rotor system or similar solution with a fast exit from the milking stalls. The front rack is made with indexing for adaptation of the length of the milking parlor in relation to the size of the cows.

The bidder has to ensure inclusion and completion of all materials and work relating to:

1. Milking system incl. CIP
2. Identification
3. Management system
4. System equipment
5. Separate milking
6. Equipment in the milking parlor
7. Adjustable milking pit floor
8. Cleaning of the milking parlor
9. Separation
10. Crowed gate
11. Teat spray and hand showers
12. Milk cooling tank
13. Buffer tank
14. Cooling system including heat recovering
15. Commercial grade Washing machine
16. Other conditions
17. Delivery from external sources
18. Plumbing
19. Power
20. Other inventory

Digging edge/edge rail for embedding

System equipment: - System for controlling milking systems, synchronization of washing and tank alarm. The necessary valve equipment (safety valve) and tank tap for connecting the milking system and cooling tank.

Separate milking: - 3 bucket machines complete with washing cups, separate vacuum supply (Vacuum for bucket machines must not be taken from the milk line).

Bucket machine should be supplied with directly coupled mounting vacuum pump system with Air Flow of 340 LPM meeting EC standards installed on wall mounting design basis with vacuum gauge and suitable vacuum regulation device. The machine should have hot dip galvanized tank of 15 litres with



transparent lids and overflow protection and motor of 2 HP – single phase, 1400 rpm as per EC regulations with ON/OFF switch and thermal overload relay protection fitted on the machine. The milking bucket assembly should be supplied with seamless milking bucket of 25 litres capacity made of AISI 304 with can carrying and lifting handles, lid etc.

The milking clusters should be with suitable flow controlled device with Dual Vacuum system i.e. when machine is applied it should commence at low vacuum(33kPa) and when the milk flow from the udder increases above 200ml/min the vacuum should automatically increase to the normal milking vacuum and stays that way until the milk flow falls below 200 ml/min towards the end of each milking to protect teats with over milking with food grade single piece liners and food grade and non-toxic transparent milk tube. The machine should be supplied with 6 (six) no. of metallic durable long lasting easy to operate vacuum taps with complete vacuum line. The machine should be supplied with startup kit with suitable vacuum pump oil, detergents to clean the machine with ecofriendly packaging with electrical fittings, safety switches etc as required.

ACTIVITY TRACKING SYSTEM

Integrated herd management system and electronic identification in ear tags: - RFID Tag based Breeding, feed calculation & dispensing ear tag-based Units to be integrated with National Digital Livestock Mission.

The system should monitor and measure activity data of Cows through neck mounted activity tags. These activity tags should register cow's movement pattern and should transfer information further to data receiver. Meter should sense activity every 15 seconds and should keep the last 24 hours of activity in its memory and should send the entire memory back to the system's database on a hourly basis. System should learn the cow's activity pattern within 7 days. Based on the hourly recorded data of the individual cattle, the system should predict the activity level for the next recording, If the new value deviates from predicted one, an alarm should be given. The Battery should have a lifetime of at least 10 years. Each Tag should have unique identity.

Equipment for reading HDX ear tags: -

Management system: - 1 PC with latest configuration complete with hardware and licenced software, multifunction duplex printing and scanning with the latest updated management system for the entire crew.

Equipment in Milking Parlour.

Splash plates and manure trough.

The necessary equipment is supplied in connection with the milking shed, so that everything from separating cows to treatment can be carried out.

Adjustable milking pit floor

Stainless steel frame with plastic grates. Min. 30 cm. regulation. Mechanical or hydraulic regulation with manual operation. Ramp at the entrance to the milking aisle that follows the movements of the floor.

Access to the collection area with stairs across the entire width of the milking aisle, alternatively designed as a ship's bow

Cleaning of the milking parlor

Flushing pump with associated piping and flushing hose with adjustable shower head



Separation

2-piece separation units.

1. First piece. 3-way separation box with electronic identification. The cows must be able to be separated out to the left side 2 times and 1 straight ahead.
2. Second piece. 2-way separation box with electronic identification. The run must be able to be carried out to the left side as well as straight ahead

Compressed air control of all gates

Crowed gate

Mechanical gate for the collection area. Width approx. 14. m. NB! Finally, measure when the posts for the rail have been cast. The crowed gate is supplied with PLC control for automatic propulsion. The drive crowed gate must be able to be driven back with cows on the collection area. The crowed gate is mounted with a rubber scraper for cleaning the collection area

Posts for rails in accordance to size, distance and height of posts are to be supplied by the supplier.

Teat spray and hand showers

Spray system for udder disinfection with 1 gun for every 3 places.

Hand showers for washing milking sets etc. at least 5 (five).

Bulk Milk Cooler 10000 L with Standard Accessories to be placed suitably in the tank room.

The Bulk Cooler should be closed one with rated capacity of 10000 Litres having gross capacity of 11000 Litres with horizontal elliptical shape with agitator with T spray nozzle and suitable size of compressor with R404 refrigerant and supplied with complete accessories including milk pump, Dump Tank of 200 Litres and Arrangement of cleaning, Pipelines, Fittings, Starters, Cables, Voltage stabilizer etc. Tank should be manufactured as per ISO 5708 standard, class 2 A II. Tank should be double stainless steel AISI 304 shell, all product contact parts finishing should be 220 grit dairy grade finish i.e., 3A finish. The refrigeration system should be designed to comply with ISO / R1662 and shall meet requirements of refrigerated bulk milk tanks ISO 5708, class 2 A II. Compressor should be with provision of Futuristic Gas R404. Maximum Cooling time should not be more than 3 hours.

Cooling system

Cooling system with accompanying plate cooler for final cooling of the milk before it is pumped to the milk cooling tanks. The plate cooler may be supplied and shared with the option of connecting well water cooling. The water supply is being prepared for connection to the stable's drinking water supply. Heat recovery from the cooling system to produce hot water

Washing machine



Commercial Grade Washing machine for milk clothes, to be suitably placed in room for milking equipment.

Other conditions

Service rail with space for 2 buckets and basket for various aids.

Cow Shower: -

The supplier should supply the Shower rails consisting of 5 meters long pipes made up of Galvanized pipes structures with shower nozzles in order to wet the cows before entering the milking Parlour holding pen. The supplier should supply motor of suitable capacity, plumbing pipes and electrical connections etc as required.

Other inventory

Inventory for the collection area, the return aisle and at the drive aisle to the barn Submersible pump with automatic for pump well from milking aisle are included in the inventory contract

Appendix -XI

20.5 Requirements for inventory/housing equipment & Project Description for Buildings (Supply, erection, installation and commissioning)

1. Loose-housing barn systems
2. Automatic watering systems for all groups of animals
3. Body brushing units for cows and heifers – 1 (one) set for 50 animals and 1(one) in all groups with permanent housing of animals
4. Electronic ID tags on cows and heifers.
5. System to be suitable for group feed of cows and breed herd. (Headlocks)
6. Flexibility for adjustment of group sizes
7. All technology included in the project needs have a guaranteed supply of spare parts and repair of faults within 72 hours. Vital spare parts have to be stored on the farm.



Photo: Barn with Danish Jersey cows at the feeding table and a modern Herring bone milking parlor

Barn for lactating Cows

1. The barn for the lactating Cow is with Cubicle in 4 rows (2 +2) on its side for a wide feeding table through middle of the barn.
2. Barn with room for 179 Cows, Cubicle with mattresses and a neck rail a feeding rack.
3. Scraped alleys at the feeding table and between the Cubicle.
4. Natural ventilation with open walls and vent in the building's top roof. To prevent stagnant hot air in the barn during the summer, with roof fans.
5. In the barn there should be both automatic watering units and body brushing units.

Barn for heifers

1. The barn Structure and designs for Heifers in form of Cubicle will be identical to the barn for the lactating cows and is required for 150 heifers of 6 to 22 months of age.
2. The feeding rack will be with head gates and with locks has to be provided so the heifers easily can be handled during inseminations, pregnancy test and treatment.



Calves barn

1. The barn for calves should have a design for calves from newborn to 7 – 8 weeks, and another design for calves in age group of 2 – 6 months. During 7 – 8 weeks of their life, the calves will be housed in single pens, with optimal conditions and where they can be fed with milk individually.
2. After 2 months the calves will be moved to group pens with up to 6 calves per Box.

Milking centre

The milking centre is the heart of the farm, where the cows will be milked and the farmers / visitors trained in the skill of milking. The entire area has to be insect and pest free. The milking centre consists of 4 different parts:

1. Holding area
2. Parlor
3. Service- and technical compartments
4. Training and visitor facilities

Holding area

At the holding area or waiting area, is the area where cows are kept before milking. It has rooms for 90 cows, the number of cows that can be milked in 1 hour. The holding area is designed with a 5 % increase towards the parlor so the cow will stand with the head in the direction of the parlor. The recommended space pr. Cow is 1,5 m². (Jersey). To assemble the cows, the holding area is equipped with a crowd gate, that slowly is reducing the space in front of the parlor as the cows enters the parlor. The crowd gate is controlled from the operator pit.

Parlor

The parlor 2 x 12 Herringbone with fast exit. The milking system should be provided with a herd management system with ear tags for electronic identification and accelerometer for detecting heat. The herd managements system that goes with the milking system to monitor the daily milk production, birth of calves etc. and to document the entire production including biosecurity.

Service- and technical compartments

In front of the parlor at the ground floor, Utility room for milk bulk tanks, milk coolers, vacuum pumps and other technical equipment. One room for milk filter, CIP and milk heat Recovery and hot water supply. Compartments for storage, milk lab and facilities for veterinarians including a dispensing /veterinary aid facility. Connected with the classroom offices for the farm manager and other staff members.

Training and visitor facilities

With Bio-Secure visitors' gallery to view activities at the milking parlour. Training facilities for education and training for farmers and farm professionals, with facility of classrooms on the 1st Floor for training and education, visitor platform with panorama view to the parlor and offices as detailed at attached layout plan- Building 3.



Description of Buildings:

S. No	Building No	Details
1.	Building 1	Calf barn 445 m ² . With single and group pens for calves up to 5 – 6 months with straw bedding/sand and calf kitchen for preparing milk and storage room. The calf box should be of 1200 x 1200 mm with galvanized steel frame and edge sealed waterproof plywood sheets and bottom floor to be made of slatted wooden frame. There should be two bucket rings in the front. The front of the box should be planned to be opened from the right or the left side.
2.	Building 2	Isolation pen 48 m ² . With 3 group pens for housing purchased breeding animals with straw bedding/sand
3.	Building 3	Milking centre and Calving section 825 m ² . With 2 x 12 Herring bone milking parlor, collecting area, lanes, treatment area and Calving section with a large calving pen and 3 single calving pens with straw bedding/sand.
4.	Building 4	Cow barn 1704 m ² . With 2 rows of cubicles on every side of the feeding table. Mattresses in the cubicles. Self-locking feed barrier, Outdoor area with sand bedding & Parlor milking
5.	Building 5	Heifer barn 1364 m ² . With 2 rows of cubicles on every side of the feeding table. Mattresses in the cubicles. Self-locking feed barrier and Outdoor area with sand bedding
6.	Building-6	Hay-Straw Store
7.	Building-7	Roughage (Fodder Store)
8.	Building-8	Concentrate Feed Store
9.	Building-9	Machinery House, Power & Water Plant along with Shop
10.	Building-10	Office & Visitor Room
11.	Building-11	Administrative Block & Training facilities: - 5000 Square Feet Fully furnished Air-Conditioned Training facility with ICT equipment
12.	Building-12	Hostel facilities: - 3000 Square Feet. Hostel facilities with accommodation for 30 trainees (Fully furnished Air-Conditioned Training facility including lodging and boarding facilities for 30 trainees on twin sharing basis with toilet facilities.

The lay-out plan, Sections, Facades for buildings 11 & 12 can be decided mutually.



Inventory- General terms

7. All post and steel tubes/pipes for feeding racks, cubicles and partitions should have a thickness of 4 millimetres.
8. All post and steel tubes/pipes have to be galvanized.
9. After assembly, the fixtures must appear in general. good quality that can normally be expected from the supplier and comparable suppliers.
10. Access doors/gates must be operable (opened/closed) with one hand. Gates must be designed so that one person can basically move all the animals alone.
11. The supplier must ensure that posts that support large free-hanging doors/gates can support these.
12. Fastenings, joints and the inventory as a whole must be done in such a way that animals and staff are not damaged. Below this, bolts and fixtures must be designed and installed as far as possible so that cows do not come into contact with sharp edges, pipe ends, etc.
13. The supplier is required to familiarize himself with the layout and function of the stables using the drawing material sent, prior to making an offer.
14. Where different types of steel (corrosion-resistant, galvanized) are used in the fixtures themselves or when built into the barn, assembly must be carried out in such a way that galvanic corrosion is avoided.
15. All conductive parts in the barn must be potential equalized. The fixture supplier coordinates the task with the electrical installer. The electrical installer has the final responsibility for the task being carried out correctly.
16. Fixtures are installed as a starting point, cf. "Housing Design for Cattle - Danish recommendations 2018" and must therefore also comply with the "Animal Welfare Act - Decree on minimum requirements for keeping cattle". If the supplier has a proposal for another location of the inventory, it is expected that the client will be informed of this during the preparation of inventory drawings.
17. It must be possible to run scrapers on all floors - lower fixtures must therefore hang 60 cm above the upper edge of slats.
18. All footplates for posts should be adequately protected so that hoof damage is avoided as far as possible.
19. Posts that are cast into bunks should also be protected with shrink wrap or similar. protection.

Inventory description & List of parts

- A. **Cubicle dividers including neck rail, brisket board**, posts, brackets and any load straps. Cubicle dividers are mounted directly on posts and one post is used per cubicle. The supplier may provide the cubicle divider they think is best suited for mattress beds.
- B. **High Density Mattresses** in a thickness of approx. 7-10 cm
- C. **Self-locking feed barrier** Self-locking feed barrier incl. posts about brackets. Installed as a slanted feed barrier, where the bottom pipe in the feed barrier is mounted between posts, while the top pipe lines on the outside of the posts. Self-locking feed barrier are to be supplied with a removable lot post, which can be removed to free an animal that may decreased.
- D. **Calving pen front:** - Calving pen front with front gate/ Self-locking feed barrier. Self-locking feed barrier as described above. Under the Self-locking feed barrier, a plate is mounted in a frame that closes tightly to the floor.
- E. **Water trough Stainless steel troughs.**



Depth of water level approx. 60 cm. There must be min. be 10 cm water trough per cow in the respective section. Water troughs must be easy to empty via a large drain plug. Water troughs must be provided with frost protection using water circulation in the supply line. Water supply is to be provided to the tubs.

The water Trough should be made of Stainless Steel with Automatic Valve and provide a large, clean drinking surface from which the animal can drink quickly and without stress. The units should be very easy to clean and maintain. The water level of the trough should be kept very low, so tipping the tank will spill just a small amount of water. Instead of maintaining a deep-water level. These tip tanks should have a high-capacity float to give fast, high volume water supply. The water Trough length should not be more than 2.5 meters compatible to shed design and floor mounted with legs. The supplier must provide all the valves, plumbing connections from the water tank to Trough inside the shed and water filter of required capacity.

- F. **Circulation pump** Circulation pump is also to be supplied by the supplier
- G. **Cow brushes** Inclined electric rotating cow brushes, which come with a single rotating brush and cow showers re to be supplied as per specifications & requirements.

iii. **Swinging cow Brush**

The Swinging Cow Brush should be able to rotate at an animal friendly speed with 26 RPM at 230 V and swings freely in all directions, smoothly up, over and alongside the cow to provide the comfort all-round. The brush should be equipped with overload protection against overheating and IP65 protection and work on energy saving automatic ON/ OFF feature starting the brush rotating on demand and stops it within 10 seconds after use. The brush should be delivered pre-mounted which makes it easy to install on a post or wall in any loose housing barn. The brush should consist of one solid brush unit with 17 cm long bristles having dimensions of 100 x 50 x 132 cm with power not more than 0.14 KW to work with less power consumption. The supplier should supply all kinds of fixtures, safety switches etc. to make the brush working

ii. **Mini Swinging Brush**

The brush should be fully adjustable for growing calves with possibility to adjust the height of the brush to make it suitable for animals between 3 and 12 months. The Brush should start to function and rotate at a gentle speed when a calf comes into contact with it and it moves up over and alongside the animal. Once the calf walks away the energy-saving automatic cut off feature should stop the brush from rotating. The brush should have hard-wearing nylon bristles to provide the right level of comfort for calves while cleaning and stimulating blood circulation. The brush should consist of one solid brush unit with rotating speed of 25 RPM with 0.04 KW motor having height of 72 x 13 x 30 cm. The supplier should supply all kinds of fixtures, safety switches, cables etc. to make the brush working.

- H. **Tilt boom/swing gate** Tilt boom incl. bracket, post and fitted with a spring for easy operation.
- I. **Fixed inventory** 3 pcs. horizontal pipes mounted on posts.



J. Gates

- i. Gates with 2 pcs. horizontal pipes, hinged on posts incl. bracket and one-handed closing mechanism.
- ii. Gates with 3 pcs. horizontal pipes, hinged on posts incl. bracket and one-handed closing mechanism.
- iii. Gates with 2 pcs. horizontal pipes, hinged on posts incl. bracket and one-handed closing mechanism and with support wheel.
- iv. Gates with 3 pcs. horizontal pipes, hinged on posts incl. bracket and one-handed closing mechanism and with support wheel.

K. Fixed closed plate fixture - partitions. Used behind water troughs and in drive up to the hoof trimming box.

L. Manhole: - Manhole including hose.

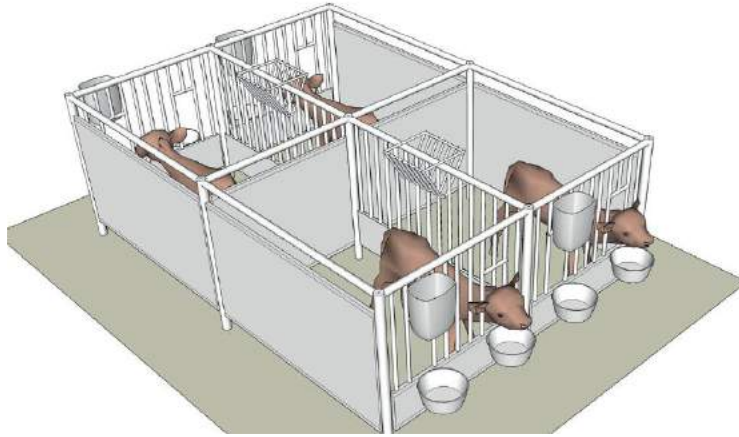
M. Rubber floor A rubber floor is to be supplied and installed in the collecting area - indicated by shading.

N. Water Treatment plant.

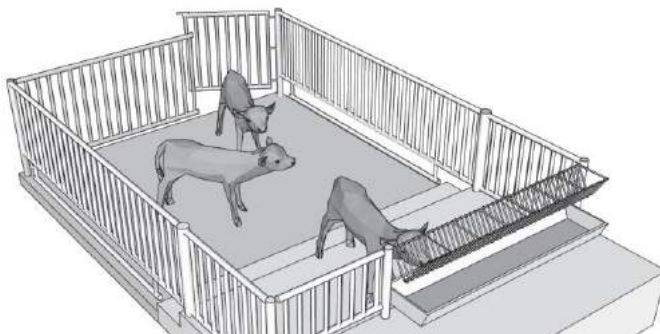


Parts lists- Building wise: -
Building 1) – Calf barn: -

1. single pens with 2 sets of 6 litre bowls and hayrack, 1/3 partly open partition walls



2. 10 joint pens with feeding rack/calf front (Stainless steel trough, hayrack and feed dispenser for concentrates) and water cup with automatic water supply.



Building 2) – Isolation pen

1. 3 joint pens with feeding rack with self-locking feed barrier
2. Closed partition walls between the pens with plastic or edge sealed water proof plywood plates



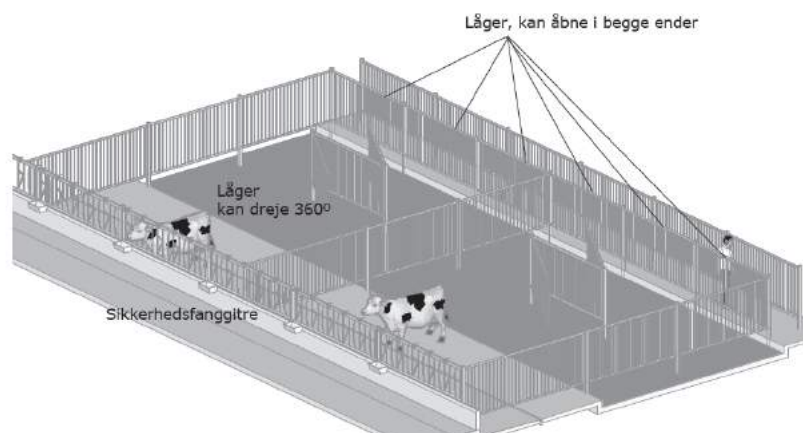
Building 3) – Milking centre and Calving section

1. Collection area

- i. Closed partition walls between the collection area and return lanes with plastic or edge sealed waterproof plywood plates
- ii. Post for the partition should also be dimensioned to carry the rail for the crowd gate
- iii. Fixtures between the collections area and the milking parlor
- iv. Partitions at all return- and drive-lanes, post and 3 pipes
- v. All gates to secure cow traffic from barn to milking centre

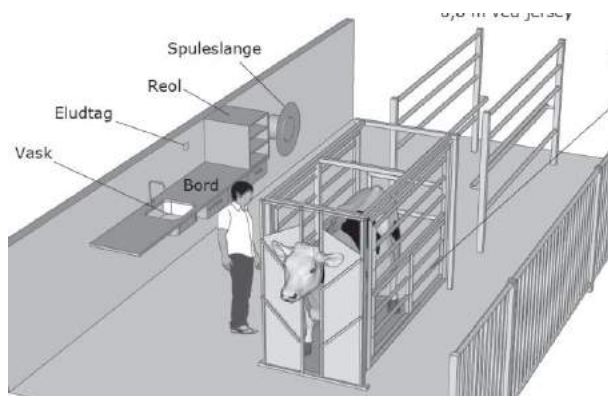
2. Calving section

- i. 12 pieces self-locking feed barrier
- ii. 3 pieces calving front and partitions gates to establishment of 3 single calving pens
- iii. 1 pieces 1,5 m. stainless water trough
- iv. 3 water cups



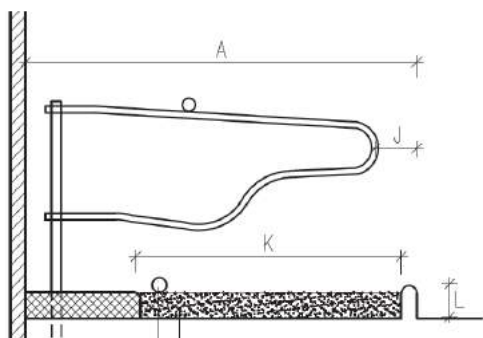
Treatment pen

1. Partitions and gates as shown at the floor plan for Building 3)
- 2.1 hoof trimming box (full hydraulic)

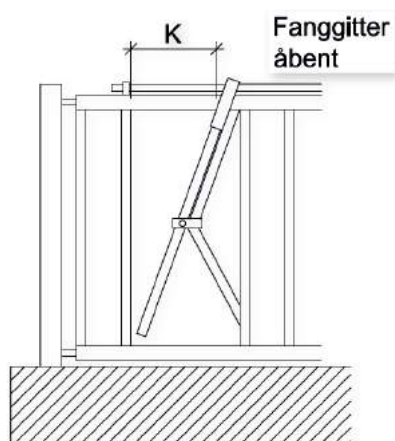


Building 4) – Cow barn

1. 200 cubicles with 166 cubicle dividers, 1 post per divider
2. Neck rail
3. Brisket board

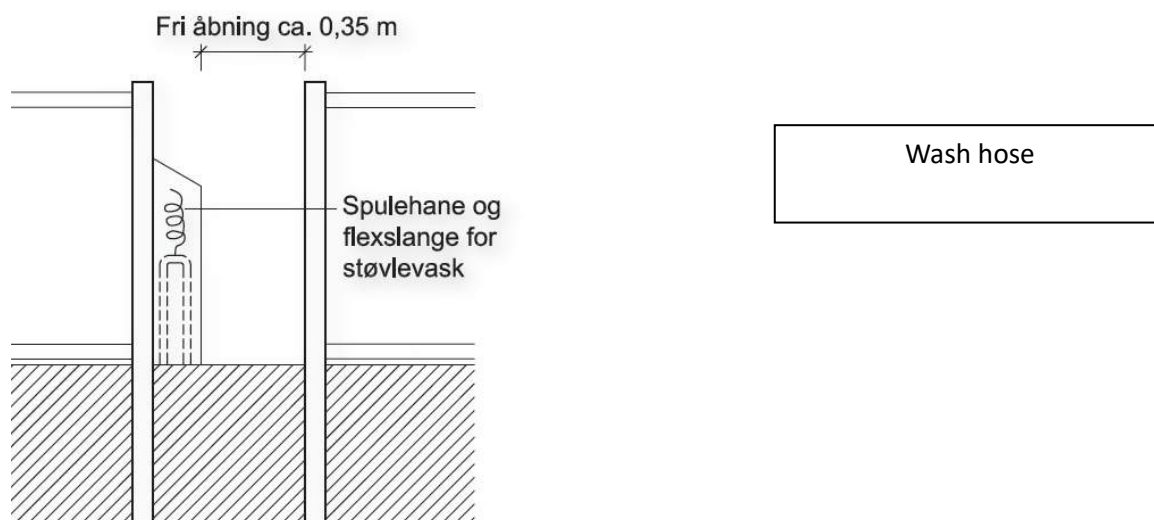


4. 250 cow-mattress, Mattresses in a thickness of approx. 7-10 cm. Dense covering according to the supplier's suggestion.
5. 200 self-locking feed barriers.



Self-locking feed barrier

- 6.1 (one) piece hydraulic "bridge flap" for feeding table crossing
- 7.4 (four) manholes with wash hose



8. All gates and tilt booms to secure cow traffic from barn to milking centre
9. 8 pieces 2,5 m. stainless water troughs
10. 4 electric rotating cow-brushes
11. Fixtures/inventory around the outdoor areas with post and 3 steel pipes

Building 5) – Heifer barn

1. 214 cubicles with 209 cubicle dividers, dividers be mounted on post and 2 pipes.
2. Neck rail
3. Brisket board
4. 250 cow-mattress, Mattresses in a thickness of approx. 3-5 cm. Dense covering according to the supplier's suggestion.
5. 220 self-locking feed barriers
6. 9 (Nine) manholes with wash hose
7. All partitions, gates and tilt booms between the different groups of heifers
8. 9 (Nine) pieces 2,0 m. stainless water troughs
9. 9 (Nine) fixed mounted brushes
10. Fixtures/inventory around the outdoor areas with post and 3 steel pipes

Appendix -XII

20.6 Requirements for ventilation/cooling system for optimum production conditions in barns (Supply, erection, installation and commissioning)

Climate of Una

1. The climate is sub-tropical, temperatures ranging from 4° C. in winter to 46° C.
2. In winters, the nights are frosty resulting in "Feels Like Freezing Conditions."
3. Rainfall occurs all-round the year, but it is most intensive in the Monsoons from June to September.
4. The annual average rainfall is 1000 – 1050 mm. The area can see water logging and there can be partial flooding too.
5. The air humidity can be high in periods during the Monsoons to a level at 86% and during the summers it will be lower.

CLIMATE ANALYSIS - Weather data

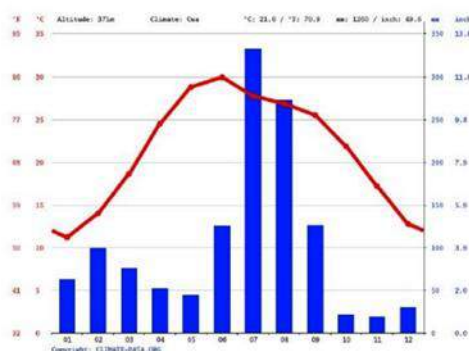


Figure 1.3 Climate graph // Weather by Month Una

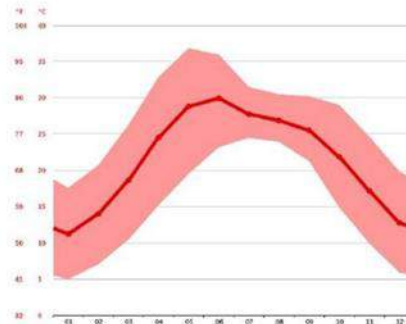


Figure 1.4 average temperature Una

Figure – Climate for the District of Una

Heat stress: - Climate to be controlled for optimal production level (Ventilation/cooling) and to avoid heat stress for the cows, with THI at 72 as cut off value.

THI - Temperature Humidity Index		Humidity (%)								
		20	30	40	50	60	70	80	90	100
No heat stress (<68) Light heat stress (68-71) Moderate heat stress (72-79) Heavy heat stress (80-89) Severe heat stress (90) Deadly heat stress (>100)	22	66	66	67	68	69	69	70	71	72
	24	68	69	70	70	71	72	73	74	75
	26	70	71	72	73	74	75	77	78	79
	28	72	73	74	76	77	78	80	81	82
	30	74	75	77	78	80	81	83	84	86
	32	76	77	79	81	83	84	86	88	90
	34	78	80	82	84	85	87	89	91	93
	36	80	82	84	86	88	90	93	95	97
	38	82	84	86	89	91	93	96	98	100
	40	84	86	89	91	94	96	99	101	104

Figure – Heat stress index for cows - Various scientific sources

General: -

1. Building construction has to be optimized for natural ventilation in accordance to climatic conditions prevailing at the site.
2. The project should be focused on low energy consumption. Optimal use of Solar Panels for production of power energy is required to be encouraged.
3. The buildings should be naturally be well ventilated with intake at the open side walls and outlet via open tilt in the roof.
4. Supplementary ventilation: - Installation of fans in Barns & Calf pens: - During the summers, when the temperatures are high, provision of extra ventilation and mix of air in the barns with vertical mounted fans/ air breezes (Helicopter rotors) is required to be provided. In the calf barn and isolations pens an alternative could be the smaller horizontal fans/Breezers



Over the collection area, sprinklers/showers to cool the waiting cows with water.



S. No	Building No	Details
1.	Building 1) – Calf barn:	-2 Sets of vertical fans/air breezes (Rotor diameter 4,0 m.)
2.	Building 2) – Isolation pen: -	1 Set of horizontal fan/Breezes
3.	Building 3) – Milking centre and Calving section	i. In the parlor 1 Set of vertical fans/Breezes (Rotor diameter 4,0 m.) ii. Over the collection area 2 Sets of vertical fans/air breezes (Rotor diameter 4,0 m.) iii. A shower system for cooling the cows waiting to be milked. iv. In the calving section 2 Sets of vertical fans/air breezes (Rotor diameter 4,0 m.)
4.	Building 4) – Cow barn-	4 (four) Sets of vertical fans/air breezes (Rotor diameter 7,0 m.)
5.	Building 5) – Heifer barn:	3 (Three) Sets of vertical fans/air breezes (Rotor diameter 5,0 m.)

Wherever the fans are installed, adequate safety measures are to be in place along with bird-proofing of all the fans.

Appendix -XIII

20.7 Requirements for Supply, erection, installation and commissioning of Equipment for manure handling

The manure can be handled with urine and faeces separate or as slurry (a fluid of both urine and faeces), though, in our country there is a tradition of handling the manure separately. The barns should be provided with automatic scrapers in the alleys (cow- and heifer barn) mixer and slurry pump and a urine-drain in the middle of the lanes.

Scraping system: Automatic scraping system are to be supplied and installed by the contractor in all the Cow barns and Heifer barns with **1(one) scraper in the 4 (four) alleys**. Either of wire or robe type scrapper system can be quoted by the bidder.



The system should include: -

1. Scrapers, wire or robe type system.
2. Corner wheels, pulling stations and control box with timer.
3. The scraper should be provided with additional rubber flaps so that they can be changed as and when they are worn out.
4. The contractor must cast pits for the corner wheel and pulling station pit and include the casting of brackets for the installation of scraping equipment. Galvanized support rails, supplied by the scraper supplier, cast in over the cross channel in the dump.
5. Between channels/pits, Ø110 mm PVC sewer pipe for wire must be delivered and laid - alternatively, cut-out for wire is provided.





Pump and Agitator pit

1. Establishment of reception-tank and pump pit. Location as shown on drawing above.
2. Size 35 m³.
3. The reception-tank should be covered with concrete slabs or decks.
4. Recesses should be made in the front tank for supply from the cross channel and for the suction and pump line for the slurry pump.
5. The cross channel should be made in a 600 mm. PCV pipe.
6. The reception-tank includes pump pit with 1 slurry pump and 1 agitator.
7. The slurry pump should be a submersible pump (15 kW) with all fittings and connections to the pump line to the manure storage to provide maximum pumping efficiency and performance.
8. The slurry agitator should be a direct-driven type with 2 or 3 propellers. (7.0 kW)
9. Lids for pump pit for reception-tank:
 - i. Delivery and installation of a wooden frame with steel sheet cladding to cover the pump well at the front of the tank, cf. drawing.
 - ii. A manhole of 80 x 80 cm is established in the lid.
 - iii. Delivery of ladder for fixed installation in pump well.
10. The pump should be able to function with agitation below ground liquid manure reception and storage pits with vertical walls. It can be used to transfer manure from dung channel to storage facility. Manure should be recirculated under pressure to blend the solid, liquid and crusted portions of the pit into a homogeneous and pumpable slurry. Pumps should be built suitable for 12 feet deep pit. The Pump should be fitted with suitable wall attachment. The Pump should be provided with all the required electrical accessories, wiring etc. as required.
11. Recesses are to be made in the front tank for supply from the cross channel and for the suction and pump line for the slurry pump. The cross channel is required to be made in a 600 mm. PVC Pipe.
12. **Lids for pump pit for reception-tank:** Delivery and installation of a wooden frame with steel sheet cladding to cover the pump well at the front of the tank, cf. drawing. A manhole of 80 x 80 cm is established in the lid. Delivery of ladder for fixed installation in pump well.

Pump lines:

1. Establishment and delivery of pump lines, cf. drawing.
2. The pump line from the slurry pump should be made as PVC Ø160 PN10.
3. At the start of the pump line, just after the pump, a coupling is required to be established so that the pump line can be flushed from here in the event that it is stopped. A solution is agreed individually with the client before export.
4. All other pump lines are to be provided as PVC Ø160 PN6.
5. Pump lines should terminate with overflow pipes in galvanized steel.
6. All direction changes on the pump line should be established as a starting point with max. 45° bends or "large bends" (R = min. 1500 mm).
7. Directional changes for pump lines should be molded behind the line.

Civil & fabrication, Drawing for Pump platform, fume system, dry pit & slurry tank to be provided and done by supplier.

Manure Solid Liquid Separator

In our country, there is a tradition for handling manure in a solid and in a liquid part. The solid manure is dried and sold or used for heating and cooking. In the farm design the manure is suggested handled as slurry. There for it may be necessary to invest in some sort of manure separation.



The manure separator should be able to separate the solids from the manure collected from the cow sheds with high capacity with average of one ton slurry /hr with adequate Motor capacity of and rpm resulting solids up to 30 % and consistence quality with screw type treatment with innovative coating treatment with a mixture of tungsten carbide and metallic matrix that ensures very high hardness and low brittleness. There should be top Screen inspection window for quick and easy checking that the screen is clean. The separator should have screen of 0.5-0.75 mm made from AISI 316 Stainless steel with strength and chemical composition of materials specifically designed for each application.

Sealing system, System of three lip seals with grease for a secure seal between the screw press separator and the gearbox.

Side supported screw front: A front bearing structure should provide a perfect guide for the screw, reducing wear on the screen. All the Power, Control cable, cable laying with cable trays, supports, earthing, Starter, Instrumentation work in supplier scope.

Manure storage: - creation of facility for manure storage which can handle 75–90-day duration manure generated in the proposed farm (both the solid and liquid part of the manure), by way of construction of concrete pits of adequate capacity with drain to the reception tank.

Note: Civil & fabrication works including Supply, erection, installation and commissioning work will be done by the supplier.



Appendix-XIV

20.8 Minimum Standards

The COE -Dairy Farm cum training centre is to be setup with technical collaboration from Denmark. Denmark has appointed a Consultancy Firm "Byggeri & Teknik" to facilitate and provide assistance to the Government of Himachal Pradesh to establish a Centre of Excellence in Dairy. The Technical proposal has been prepared by the technical expert on dairy housing, Mr. Helge Kromann, engaged by Royal Danish Embassy and the Danish Veterinary and Food Administration (DVFA) and all the drawings, designs, concept may be copyrighted and any use of these for any other purpose other than the designated one may invite legal proceeding due to infringement of the copyrights. The Centre of excellence Dairy farm cum Training Centre is proposed to be designed and modelled as a State of art facility and is required to be established in accordance to the designs and layouts submitted by the Danish expert in accordance to IS (Indian Standard) Codes, specifications etc. as specified in Volume-II: Requirements and Specifications; Volume- IV: Appendices & Annexures and Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades shall be applicable.

The Centre of excellence Dairy farm cum Training Centre is proposed to be designed and modelled as a State of art facility and is required to be established in accordance to the designs and layouts submitted by the Danish expert.

1. The plant must comply with the minimum requirements applicable in ISO 3918-5707-6690, EN 13732 and "The Nordic Guidelines for Dimensioning and Assembly of Milking Plants".
2. Indian Standard RECOMMENDATIONS FOR FARM CATTLE HOUSING FOR LARGE DAIRY FARMS (Reaffirmed-2021)
3. Indian Standard SPECIFICATION FOR RUBBERS FOR THE DAIRY INDUSTRY (Reaffirmed-2017)
4. Indian Standard RECOMMENDATIONS FOR SELECTION OF DAIRY FLOOR (Reaffirmed-2022)
5. Indian Standard GUIDELINES FOR TREATMENT & DISPOSAL OF EFFLUENTS OF DAIRY INDUSTRY (Reaffirmed-2019)
6. Code for Hygienic Conditions for Production, Processing, Transportation and storage of Milk (IS 7005:1973)
7. The unit may be established considering the fact that it may also be required to be established and licensed under Conformity Assessment Scheme for Milk and Milk Products [Scheme-IX of BIS (Conformity Assessment) (Sixth Amendment) Regulations, 2021], which focuses on the certification of milk and milk products along with certification of process requirements and Food Safety Management System (FSMS) implemented by the dairy unit in order to improve safety and quality.
8. Indian Standards on Dairy Equipment's: -
 1. Stainless steel milk cans 16440:2016
 2. Aluminium alloy milk cans (IS 1825:1983)
 3. Insulated stainless steel horizontal milk storage tanks (2688:2009)
 4. Bulk Milk Cooling Tanks (IS 3661:2019)
9. The Steel to be used in the dairy farm should be High Grade Rust proof steel Standards.
10. The bidder shall conform to the standards of electric supply in relation to voltage and wattage of the equipment being quoted to that of actually available.

In all cases the latest revision of the codes and specifications shall be referred to. CONTRACTOR shall follow all relevant and latest Standards wherever necessary but not limited to details as mentioned above.



20.9 Environmental Information

The following environmental Assessment information is available for this tender:

The contractor will agree on the delivery of Environment Impact Assessment of the project to the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-5. The contractor will deliver necessary documentation to obtain any other permit needed for fulfilling the project of the COE – Dairy Farm. Environmental Impact Assessment report has to be established to verify conformity with Indian Environment regulation along with Compliance with regulations and acts Governing Statutory State / Central Pollution Control Boards. Authority shall be responsible for all correspondence with the Ministry of Environment & Forests including submission of application for Environmental Clearance, subsequent clarifications, as may be required from time to time, participation in the EAC meeting. The Concessionaire shall assist the Authority in all the above.

The contractor will agree on the delivery of Environment Impact Assessment of the project to the Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-5. The contractor will deliver necessary documentation to obtain any other permit needed for fulfilling the project of the COE – Dairy Farm.

20.10 Animal Welfare

The animal welfare considerations have to be followed in accordance to guidelines, circulars issued by Animal Welfare Board of India for the protection of animals.



VOLUME III

Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades

- 1) The Technical proposal has been prepared by the technical expert on dairy housing, Mr. Helge Kromann, engaged by Royal Danish Embassy and the Danish Veterinary and Food Administration (DVFA) and all the drawings, designs, concept may be copyrighted and any use of these for any other purpose other than the designated one may invite legal proceeding due to infringement of the copyrights.*
- 2) For Drawings refer page 156 onwards*
- 3) Wherever in this document, language is Dutch, the English translation shall be applicable.*



APPENDIX IX

Volume-III – Lay out, Drawings & Designs for buildings including Situation Plan, Building Floor Plans, Section & Facades

Drawing no.	Subject	Scale	Format
00.001	Drawing list		A3
00.101	Situation plan	1 : 750	A1
00.901	Visualisering	1 : 100	A3
01.211	Building 01 - Floor plan	1 : 200	A3
01.301	Building 01 - Section A-A	1 : 100	A3
01.401	Building 01 - Facade	1 : 200	A3
02.211	Building 02 - Floor plan	1 : 200	A3
02.301	Building 02 - Section A-A	1 : 100	A3
02.401	Building 02 - Facade	1 : 200	A3
03.211	Building 03 - Floor plan	1 : 200	A1-2
03.301	Building 03 - Section A-A and B-B	1 : 100	A3
03.401	Building 03 - Facade	1 : 200	A3+2
04.211	Building 04 - Floor plan	1 : 200	A1-2
04.301	Building 04 - Section A-A	1 : 100	A3
04.401	Building 04 - Facade	1 : 200	A3+1
05.211	Building 05 - Floor plan	1 : 200	A1-2
05.301	Building 05 - Section A-A	1 : 100	A3
05.401	Building 05 - Facade	1 : 200	A3+1
06.211	Building 06 - Floor plan	1 : 200	A3
06.301	Building 06 - Section A-A	1 : 100	A3
06.401	Building 06 - Facade	1 : 200	A3
07.211	Building 07 - Floor plan	1 : 200	A3
07.301	Building 07 - Section A-A	1 : 100	A3
07.401	Building 07 - Facade	1 : 200	A3
08.211	Building 08 - Floor plan	1 : 200	A3
08.301	Building 08 - Section A-A	1 : 100	A3
08.401	Building 08 - Facade	1 : 200	A3
09.211	Building 09 - Floor plan	1 : 200	A3
09.301	Building 09 - Section A-A	1 : 100	A3
09.401	Building 09 - Facade	1 : 200	A3
10.211	Building 10 - Floor plan	1 : 200	A3
10.301	Building 10 - Section A-A	1 : 100	A3
10.401	Building 10 - Facade	1 : 200	A3



VOLUME IV

Appendices & Annexures



APPENDIX -IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.4, 2.11 and 3.1.6)

To

Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board
Shimla-5

Sub: BID for "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una In Himachal Pradesh on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including *Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years*"

Dear Sir,

With reference to your RFP document dated 7th October 2023, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for the selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and the *Annexure I to VIII* along with the supporting documents are true and correct; nothing has been omitted or concealed, which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of *our selection as EPC Contractor for the development, construction, of the aforesaid Project and maintenance of the Project during the Defect Liability Period or Operation and Maintenance period whichever is later.*
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable ROAD law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last two years, we / any of JV partners have neither failed to perform for the works any State government, Central Government, or their implementing agencies, Public sector undertakings, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank etc, Livestock Development Boards evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by any ministries or their implementing agencies or *RMC* for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (b) and 2.6.4 of the RFP documents; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal



- issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the RFP for the Project are true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
8. I/We believe that we/our Joint Venture satisfy(s) the Technical Capacity, Financial Capacity and meet(s) the requirements as specified in the RFP document.
9. I/ We certify that in regard to matters other than the security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us / any member of the Joint venture or against our CEO or any of our directors/ managers/ employees.
12. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in *their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof.*
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
17. I/ We offer an Earnest Money of ₹ 80,00,000 (*Indian Rupees- INR Eighty Lakh Only*) to the Authority in accordance with the RFP Document.



18. The Earnest Money in the form of FDR / Bank Guarantee pledged in favour of Director Animal Husbandry cum Member Secretary, Himachal Pradesh Livestock & Poultry Development Board is attached.
19. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
20. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
21. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, is not a member of any other Joint Venture submitting a BID for the Project.
24. We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement.
25. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
26. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
27. I/we, the undersigned, do hereby certify that all the statements made in the response to this RFP are true and correct. I/We solemnly declare that the information furnished above is complete and entirely true and Nothing has been concealed. I/We also affirm that terms & conditions of this RFP are acceptable to us and I/We also undertake to keep Department, of Animal Husbandry, Government of Himachal Pradesh informed of any events /happenings which would make me/us ineligible for empanelment / remaining empanelled.
28. I/We have gone through the tender document and scope of work mentioned therein and undertake that I/we/none of our employees are ex-employees of your department.

OR

I/ none of our partners/none of our employees was/were ex-employees of the department of Animal Husbandry HP since last 3 years.
29. I/We do hereby solemnly declare and affirm that:
 - i. I/We have not been removed/dismissed from departments earlier,
 - ii. I/We have not been convicted of any offence and sentenced to a term of imprisonment,
 - iii. I/We have not been found guilty of misconduct in professional capacity,
 - iv. I/We have not been convicted of an offence connected with any proceeding under the I.T. act 1961 &/or W.T. Act 1957 &/or G.T. Act 1958,
 - v. I/We am/are not undischarged /insolvent(s),
 - vi. There are no complaints against me/us, registered with CBI/SFIO/Police/Courts of law
 - vii. I/We have not been blacklisted/de-panelled by any department/bank/company others in the past.
30. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement or regarding my (our) competence and general reputation.
31. The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.
32. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for



completion within the stipulated completion period and agrees to augment them, if desired by the Authority.

- 33.** The undersigned also hereby certifies that our firm M/s have not been black-listed or debarred by any Govt. / Semi Govt. Organization /Corporation at any stage and/or debarred by the, Department of Animal Husbandry Himachal Pradesh

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation

Place: of the Authorised signatory)

Name & seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there



Appendix IA (Annexure -I)
Details of Bidder

1. Name:
 - a) Country of incorporation:
 - b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - c) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Digital Signature Certificate ID number
5. In case of a Joint Venture:
 - a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.11(f) should be attached to the Application.
 - c) Information regarding the role of each Member should be provided as per table below:

Sl.	Name of Member	Role* {Refer Clause 2.1.11(g)} \$	Share of work in the Project {Refer Clauses 2.1.11(a), (h) & (f)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Applicant should be indicated in accordance with instruction 4 at Annexure-IV.



- d) The following information shall also be provided w.r.t para 2.1.14 by the Bidder /each member of Joint venture

Name of Applicant

Sl. No.	Criteria	Yes/No
1	Has the Bidder been barred by any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

6. (a) I/ We certify that in the last two years, we / any of JV partners have neither failed to perform for the works of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, Public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank etc., as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by concerned authority for breach on our part.
- (b) I/ We certify that we do not fall in any of the categories of being a non-Performing entity given at Clause 2.1.14 of Instructions to Bidders in the projects of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank etc
7. (a) I/ We further certify that no investigation by a regulatory authority is pending either against us/ or our sister concern or against our CEO or any of our directors/managers/employees.
- (b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Name of the Bidder / Member of JV: _____



Sr. No.	Categories of Non-Performer	Project 1	Project 2
1	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the Independent Engineer due to Authority's default;		
2	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;		
3	Physical progress on any project is not commensurate with the funds released (equity+ debt+ grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		
4	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;		
5	Fails to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this behalf;		
6	Fails to attend to Non-Conformity Reports (NCRs) issued by the Independent/ Authority, through authorized personnel(s) or agency on the designs/ works constructed by the Bidder pending for more than one year in two or more projects		
7	Fails to make premium payments excluding the current instalment in one or more projects.		
8	Damages/Penalties recommended by the Independent/ Authority, through authorized personnel(s) or agency on the Bidder during O&M period and the remedial works are not taken up in two or more projects.		
9	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).		
10	Fails to submit the Performance Security within the permissible period in more than one project(s).		
11	Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority		

I/ We certify that the list is complete and covers all the projects of any State government, Central Government, State PWD, CPWD, Ministry of Road Transport & Highways or its implementing agencies, public sector undertakings, Municipal Corporations, any other Government authority, Projects funded by International Financial institutes like World bank, Asian Development bank. Etc, and that we/ any of the JV partners do not fall in any of the above categories of being a non-performing entity.

(Signature, name and designation of the authorised signatory)



Appendix IA (Annexure-II)
Technical Capacity of the Bidder[@]
(Refer to Clause 2.2.2.1)

Applicant type	Project Code*	Category ^{\$}	Experience** (Equivalent Rs. crore) ^{\$\$}		Total (Rs Crore)
			Payments received for construction of Eligible Projects category 2.2.2.1	Value of self-Construction in Eligible Projects in category 2.2.2.1	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member including Lead Member including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
Total (Rs Crore) =					

* Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, . In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.

* Refer Annexure-IV of this Appendix-I. Add more rows if necessary.

^{\$} Refer Clause 2.2.2.1

^{**} Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.

^{\$\$} For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees – INR ^{**} (**) ¹ to a US Dollar.

NOTE: In case of a Joint Venture, information in Annexure-II and Annexure-IV of Appendix-I shall be provided separately for other Members

For Verification of Project specific information, the Bidder shall provide details like Contact Person from Client side, his email, contact number, location, address, etc.

The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty-eight) days prior to the Application Due Date



**Appendix IA (Annexure -III)
Financial Capacity of the Bidder
(Refer to Clause 2.2.2.1 (C))**

(In Rs. crore\$)

Bidder type	Annual Turnover						Average Annual Turnover (In Rs. crore\$)
	Year 1		Year 2		Year 3		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	(2x3+4x5+6x7)/3
Single entity Bidder or Lead Member including other members of the Joint Venture		1.00		1.05		1.10	

Name & address of Bidder's Bankers:

\$ For conversion of other currencies into Indian Rupees-INR, see note below Annexure- II of Appendix-I.

£The Bidder should provide details of its own Financial Capacity.

Instructions:

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit After Tax + Depreciation.
- Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.13.
- The Bidder shall also provide the name and address of the Bankers to the Bidder.
- In the case of a Joint Venture, a copy of the Joint Bidding Agreement shall be submitted in accordance with relevant Clause mentioned in this RFP document.



Appendix IA (Annexure -III-A)
FORMAT OF NET WORTH

The Net Worth of Mr./Ms./M/s _____ for last Financial year _____ is Rs. _____ lakhs as per his/her their books of Accounts.

Note: Net Worth means sum total of paid-up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted/ or written off, if any shall be reduced from Reserves and Surpluses.

Signature of Chartered Accountant

Name:

UDIN:

Seal:

Date:



**Appendix IA (Annexure -IV)
Details of Eligible Projects
(Refer to Clause 2.2.2.1, of the RFP)**

Project Code:

Entity: Self/Members:

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction or work executed and certified by the Engineer-in-charge/Independent Engineer/ personnel(s) or agency authorized by the Authority, and/or (b) revenues appropriated for self-construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. In case the Eligible Project relates to other Members, write "Member".
5. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated in Annexure-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 3 (Three) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.13).
6. Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided.
7. Provide the estimated capital cost of Eligible Project. the date of commissioning of the project, upon completion, should be indicated.
8. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.



9. Certificate from the Bidder's statutory auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

Certificate from the Statutory Auditor regarding PPP projects[‡]

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder*) is/ was an equity shareholder in (*Title of the project company*) and holds/held ₹. cr. (Indian Rupees-INR crore) of equity (which constitutes.....%[€] of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)[¥]The project was/is commenced on(*date*) and likely to be commissioned on (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is cr. (Indian Rupees-INRcrore), of which the applicant has itself undertaken the construction of project of ₹.(Indian Rupees-INR Crores) excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction by the aforesaid Applicant itself, during the past five financial years as per year-wise details noted below:

.....

Name of the audit firm:

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[‡] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in this Annexure-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read:

"It is certified that..... (name of Applicant) constructed and/ or owned the(name of project) from (date) to (date)."[‡] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:



Certificate regarding construction works²

Based on its books of accounts and other published information authenticated by it, This is to certify that(name of the Bidder) was engaged by(title of the project company) to execute

..... (name of project) for (nature of project). The construction of the project commenced on(date) and the project was/ is likely to be commissioned on (date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/ personnel(s) or agency Authorized by the Authority, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is ₹.

cr. (Indian Rupees- INR.....crore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/authorized personnel(s) or agency authorized by the Authority ₹. cr. (Indian Rupees-INR crore), during the past Ten financial years as per year- wise details noted below:

.....

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.²

We further certify that applicant has a share of _____% in the Joint Venture

² Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.

² This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

(Authorized Signatory)

Date

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.



Appendix IA (Annexure -V)

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/Lead member of Joint Venture)

Ref. Date:

To,

**The Director, Animal Husbandry
-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005**

Dear Sir,

We hereby confirm that we / our member of Joint venture (Constitution of which has been described in application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture

We have agreed that (insert individual's name) will act as our representative / will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*



Appendix IA (Annexure-VI)
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment
Block 14, CGO Complex

New Delhi. Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (c) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (d) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
- (e) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (f) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall



be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/- (A.K. Tewari)

Under Secretary to the Government of India



Appendix - IA (Annexure-VII)

Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of the work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay [#]
1						
2						
3						
...						

(In the event that the Bidder had failed to achieve the Completion of any project within a period of 90 (ninety) days from the Schedule Completion Date of the project, unless such failure had occurred due to Force Majeure or for reasons solely attributable to the Authority, the Bidder shall be deemed to be ineligible for bidding this project (under bidding), both as the sole party or as one of the parties of Joint Venture, if any, during the period from Scheduled Completion Date to issuance of Completion Certificate for that project. This restriction is applicable if the contract value of the delayed project was not less than Rs. 300 Crore.)

I / We certify that all the information furnished above is true in all respects.

Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: ____ Place: _____



APPENDIX - IB

**Letter Regarding the Financial BID
(Refer Clauses 2.1.4, 2.11 and 3.1.6)**

Financial Bid is required to be uploaded Only online, wherein, the Prices are expected to be quoted as the price in Indian Rupees in totality for the turnkey project over the BOQ in the Tender Document.

"Any attempt to disclose the price elsewhere or in Technical Bid will lead to disqualification of the bid."

Dated:

To

**Director, Animal Husbandry-cum-Member Secretary
Himachal Pradesh Livestock & Poultry Development Board,
Pashudhan Bhawan Shimla-171005**

Sub: BID for ""Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre", at Mohal Basal, up-Mohal Thakurdwara, Tehsil & District Una, Himachal Pradesh, India on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other Equipment of Specified Standards thereof; including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years"

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.



6. I/ We hereby submit our BID E-procurement Portal <https://hptenders.gov.in> for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
7. The undersigned hereby tenders and agrees to execute and construct all the Work of every description required in the construction and final completion of project named "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una in Himachal Pradesh on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years".
8. I the undersigned having examined and read the tender documents for the above noted project, including all issued addenda and having visited the site and examined all conditions affecting the work, am satisfied I /we understand the tender documents and site conditions and declare myself competent to undertake and complete the Work and to by the prime contractor and do hereby irrevocably bid and agree to carry out the Work in strict accordance with the plans and specifications for the price schedule that has been quoted by me in my / our financial bid separately. The Prices are being given as a total price in Indian rupees in totality for the turnkey project over the BOQ in the Tender Document.
9. Should this tender be accepted, the undersigned agrees to enter into a written Contact with Director Animal Husbandry, cum Member Secretary Himachal Pradesh Livestock Development Board for the faithful performance of the Work covered by this tender in accordance with the said plans and specifications and complete the said project within the provided time plan of 18 months.

Yours faithfully,

Date:

(Signature, name and designation of the Place:
Authorized Signatory)

Name & seal of Bidder:

Class III DSC ID of Authorised Signatory:



APPENDIX - II

**Earnest Money / Bid Security / Bid Processing fee
(Refer Clause 2.20)**

Earnest Money shall be deposited using following Offline Instruments for Payment: -

1. BG-Bank Guarantee
2. FD Pledged in favour of Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board- Shimla-5
3. The successful bidder will pay to the Authority, a sum equivalent to 1 % of the final price of the work order excluding taxes as Bid Processing fee and Administrative Charges.

Please note that in case of the deposit of earnest money/ Bid Processing fee, all the bank charges etc. shall be borne by the bidder or the successful bidder, as the case may be.



APPENDIX-III

(Refer Clause 2.1.5)

Format for Power of Attorney for signing of BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una In Himachal Pradesh on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years" and . (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2.....

For (Signature, name, designation and address) of person authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of

Witnesses: Partnership firm

1.

2.

Accepted

.....(Signature) (Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary Registration No. of the Notary

Date:.....



Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.



**APPENDIX IV
INTEGRITY PACT FORMAT**

(To be executed on plain paper and submitted along with Technical Bid/Tender documents. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the Authority)

This integrity Pact is made at _____ on this _____ day of _____ 2020.

BETWEEN

Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 (hereinafter referred to as the **"Principal/Owner"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dtd.....}
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The principal will, during the Tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.



- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a



transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 (Three) years.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the principal shall be entitled to forfeit the Earnest Money Deposit/ Earnest Money or demand and recover the damages equivalent to Earnest Money Deposit/ Earnest Money apart from any other legal right that may have accrued to the principal.
- (2) In addition to 1 above, the principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 (Three) years immediately before signing of this Integrity Pact with any other Company in any country



conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article – 9: Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Shimla.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a ~~consortium~~ Joint Venture partner, this pact must be signed by all partners or ~~consortium~~ members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action



taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For & On behalf of the principal)

(For & On behalf of the Bidder/
Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place_____ Date.

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):



APPENDIX-V
(Refer Clauses 2.21 & 7.1)
FORM OF BANK GUARANTEE
[Performance Security/Additional Performance Security]

To

The Director, Animal Husbandry
-cum-Member Secretary Himachal Pradesh
Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005

- (A) WHEREAS _____ [name and address of contractor] (hereinafter called the “Contractor”) and **The Director, Animal Husbandry cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-5**, (hereinafter called the “Authority”) have entered into an agreement (hereinafter called the “Agreement”) for the **"Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre", at Mohal Basal, up-Mohal Thakurdwara, Tehsil & District Una, Himachal Pradesh, India -PIN174303 on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other Equipment of the Specified Standards thereof; including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years"**, subject to and in accordance with the provisions of the Agreement.
- (B) AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of ₹..... cr. (Indian Rupees-INR crore) (the “**Guarantee Amount**”²).
- (C) AND WHEREAS we, through our branch at (the “Bank”) have agreed to furnish this Bank Guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period / Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

2. A letter from the Authority, under the hand of an officer not below the rank of The Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be



conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.



10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.
12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

\$ Insert date being 5 (Five) years and 2 (two Months) from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.



APPENDIX-VI
(Refer Clause 3.3.4)
FORMAT OF LOA

No.

**Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry
Development Board, Pashudhan Bhawan Shimla-171005**

Dated,

To,

{Name of selected Bidder}

Subject: {project description}- Letter of Acceptance (LOA)-Reg.

Reference: Your bid for the subject work dated

Sir,

This is to notify you that your Bid dated for execution of the {project description}, at your quoted bid price amounting to Rs./- {amount in words} has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

1. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.
2. You are also requested to furnish Performance Security for an amount of..... {and Additional Performance Security for an amount of} as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.
3. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days' time period, the award shall be deemed to be cancelled and Earnest Money shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

{authorized signatory}



APPENDIX-VII

(Refer Clause 2.1.6)

Format for Power of Attorney for Lead Member of Joint Venture

Whereas the Director, Animal Husbandry -cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005 ("the Authority") has invited BIDs for the "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre", at Mohal Basal, up-Mohal Thakurdwara, Tehsil & District Una, Himachal Pradesh, India -PIN174303 on Turnkey basis and on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and other Equipment of the Specified Standards thereof; including Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years" (the "Project").

Whereas,, and (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.....having our registered office at ..., M/s. ... having our registered office at, and.....having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S.....having its registered office at....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For (Signature) (Name & Title)	For (Signature) (Name & Title)	For (Signature) (Name & Title)
---	---	---

(Executants) (To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



APPENDIX VIII

**Format for Joint Bidding Agreement for Joint Venture
(Refer Clause 2.1.11)**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 20.....

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

The **Director, Animal Husbandry-cum-Member Secretary Himachal Pradesh Livestock & Poultry Development Board, Pashudhan Bhawan Shimla-171005** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. _____ dated (the "**RFP**") for award of contract for "Establishment of Centre of Excellence-Dairy Farm-cum-Training Centre" at Village Basal District Una In Himachal Pradesh on Engineering, Procurement and Construction (EPC) Mode and Supply of Robotics and Other equipment of Specified Standards Thereof Including *Comprehensive Maintenance of Robotics, Machinery and Equipment for Period of Five (05) Years* in **EPC Mode Project** (the "**Project**") through an EPC Contract.

The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.



3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
- c. require any consent or approval not already obtained;
 - (i) violate any Applicable Law presently in effect and having applicability to it;
 - (ii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iii) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets



are bound or that is otherwise applicable to such Party; or

create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- d. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- e. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Earnest Money by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

Address)

(Address)



Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



Appendix- XV

The bidder has to comply with OM F.No.6/18/2019-PPD, Ministry of Finance Department of Expenditure Public Procurement Division dated 20th July 2020 and provide a self-signed declaration in reference to this

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"



F.No.6/18/2019-PPD
Ministry of Finance Department
of Expenditure Public
Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
-



****The bidder has to comply with OM F.No.6/18/2019-PPD, Ministry of Finance
Department of Expenditure Public Procurement Division dated 20th July 2020 and
provide a self-signed declaration in reference to this
Refer APPENDIX - XV**

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

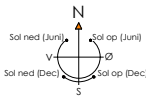
Model Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

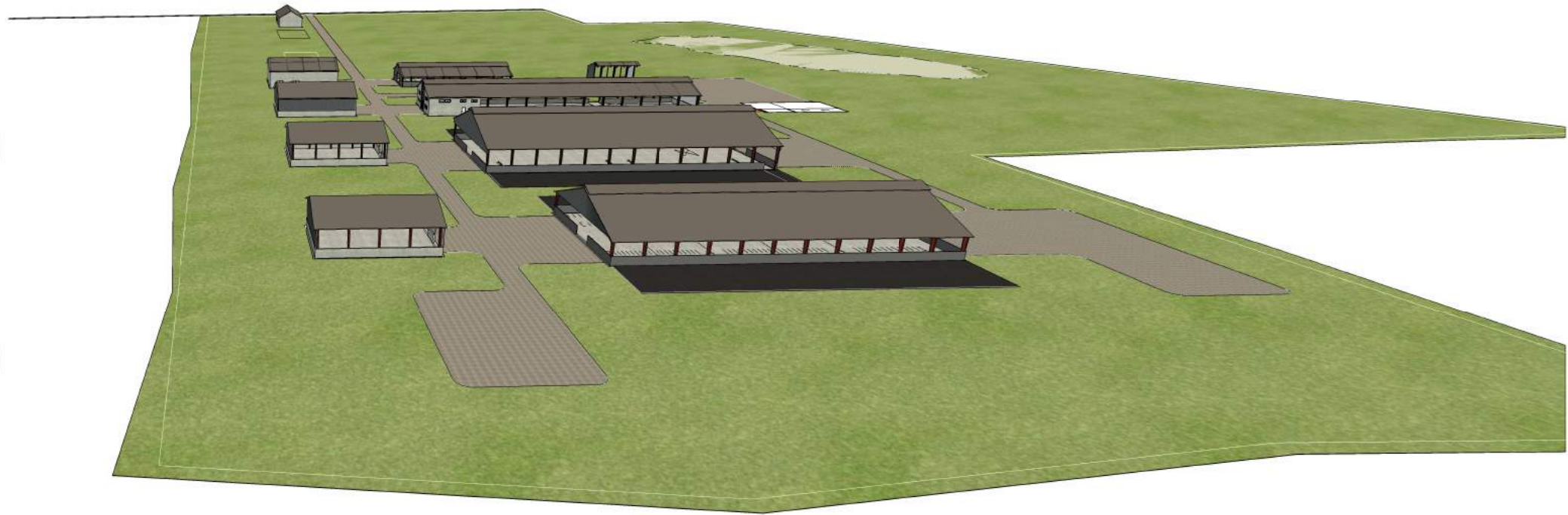
[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Drawing list			
Drawing no.	Subject	Scale	Format
00.001	Drawing list		A3
00.101	Situation plan	1 : 750	A1
00.901	Visualisering	1 : 100	A3
01.211	Building 01 - Floor plan	1 : 200	A3
01.301	Building 01 - Section A-A	1 : 100	A3
01.401	Building 01 - Facade	1 : 200	A3
02.211	Building 02 - Floor plan	1 : 200	A3
02.301	Building 02 - Section A-A	1 : 100	A3
02.401	Building 02 - Facade	1 : 200	A3
03.211	Building 03 - Floor plan	1 : 200	A1-2
03.301	Building 03 - Section A-A and B-B	1 : 100	A3
03.401	Building 03 - Facade	1 : 200	A3+2
04.211	Building 04 - Floor plan	1 : 200	A1-2
04.301	Building 04 - Section A-A	1 : 100	A3
04.401	Building 04 - Facade	1 : 200	A3+1
05.211	Building 05 - Floor plan	1 : 200	A1-2
05.301	Building 05 - Section A-A	1 : 100	A3
05.401	Building 05 - Facade	1 : 200	A3+1
06.211	Building 06 - Floor plan	1 : 200	A3
06.301	Building 06 - Section A-A	1 : 100	A3
06.401	Building 06 - Facade	1 : 200	A3
07.211	Building 07 - Floor plan	1 : 200	A3
07.301	Building 07 - Section A-A	1 : 100	A3
07.401	Building 07 - Facade	1 : 200	A3
08.211	Building 08 - Floor plan	1 : 200	A3
08.301	Building 08 - Section A-A	1 : 100	A3
08.401	Building 08 - Facade	1 : 200	A3
09.211	Building 09 - Floor plan	1 : 200	A3
09.301	Building 09 - Section A-A	1 : 100	A3
09.401	Building 09 - Facade	1 : 200	A3
10.211	Building 10 - Floor plan	1 : 200	A3
10.301	Building 10 - Section A-A	1 : 100	A3
10.401	Building 10 - Facade	1 : 200	A3

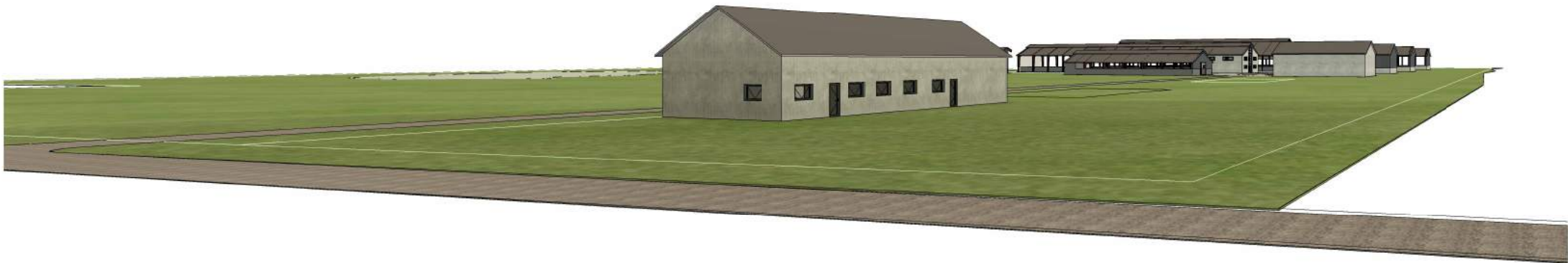
Byggesag:	Center of exellence - Dairy Farm				Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India				Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India				Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk				Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*				Tlf.:	2257 6798
Emne:	Drawing list				Format:	A3
		Tegner int.:	HO	Kontrol:	HEK	Målestok:
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk					Birk Centerpark 24, 7400 Herning	Fase:
					Tlf. 9713 1211	Sketch
					CVR-nr.: 27542204	00.001
Ubenævnte mål er i mm.					Derne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse	



Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India	Dato:	02-06-23
Byggeadv.:	Government of Himachal Pradesh, Shimla, India	Projektfeder:	
Bygherre mail:	marbeh@um.dk	Projektfeder mail:	
Bygherre titl.:	*	Tilf.:	
Emne:	Situation plan	Tegner int.:	HO
		Kontrol:	HEK
		Målestok:	1 : 750
		Format:	A1
		Fase:	Sketch
		Tegn nr.:	00.101



3D View 1



3D View 2

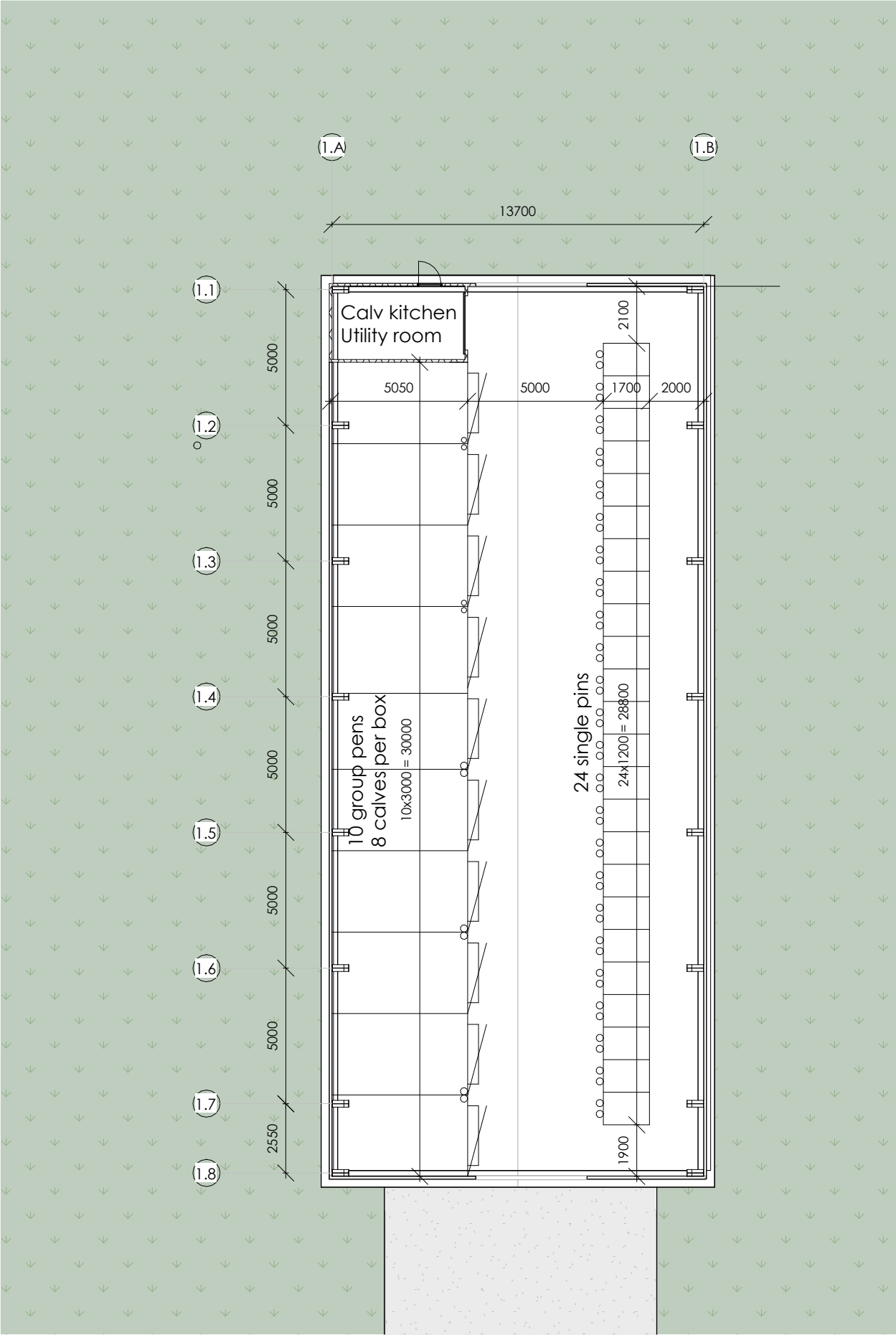


3D View 3



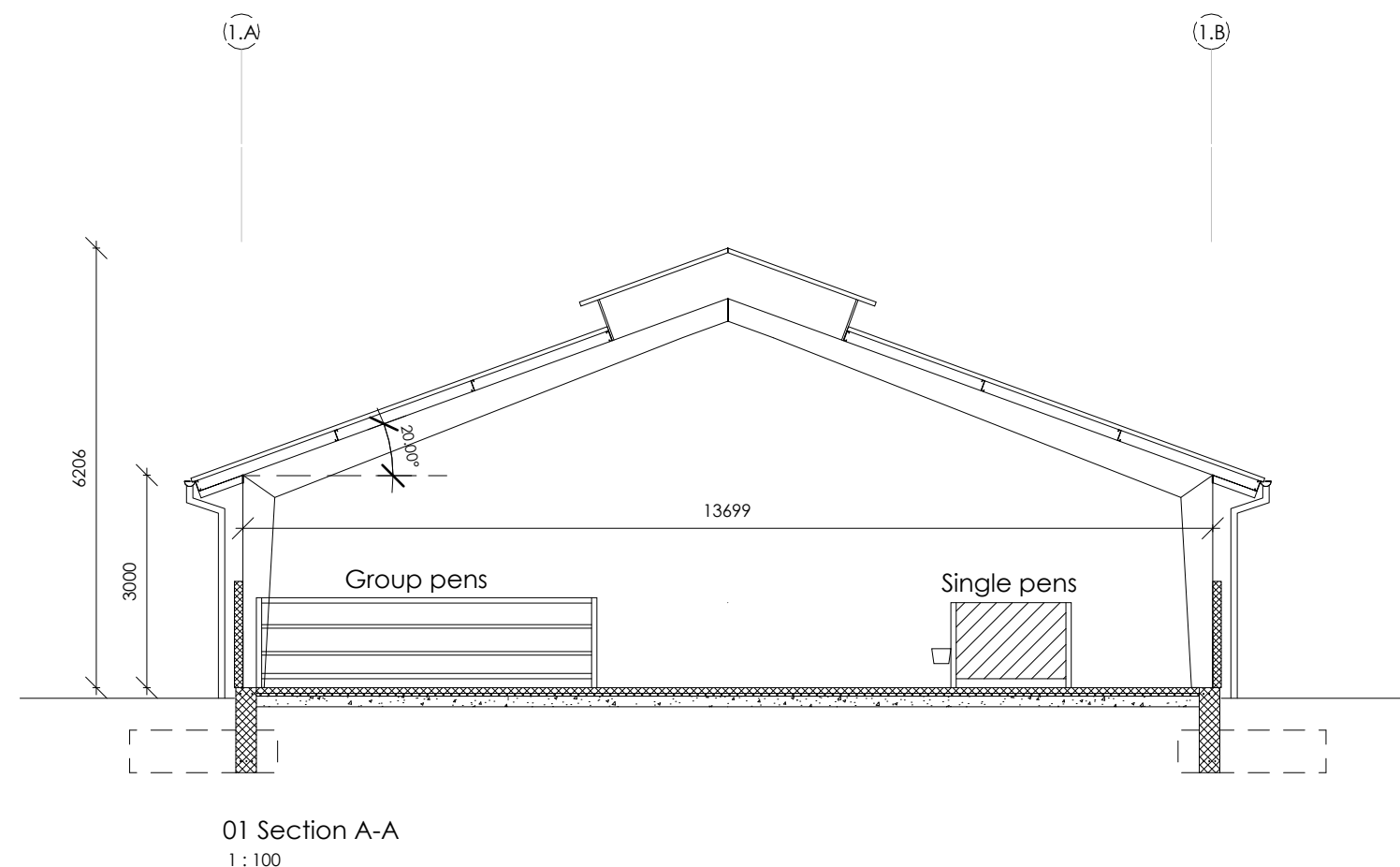
3D View 4

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India					Projektleder:	
Bygherre mail:	marbeh@um.dk					Projektleder mail:	
Bygherre tlf.:	*					Tlf.:	
Emne:	Visualisering					Tegner int.:	HO
						Kontrol:	xxx
						Format:	A3
						Målestok:	
<div><div><div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div><div>T 9713 1211 www.byggeri-teknik.dk</div></div></div><div><div>Birk Centerpark 24, 7400 Herning</div><div>Tlf. 9713 1211</div><div>CVR-nr.: 27542204</div></div></div>						Fase:	Sketch
						Tegn nr.:	00.901
Ubenaevnte mål er i mm.		Der må ikke måles på tegningen		Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse			



01 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*	Tlf.:	2257 6798
Emne:	Building 01 - Floor plan	Tegner int.:	HO
		Kontrol:	HEK
		Målestok:	1 : 200
		Format:	A3
		Fase:	Sketch
		Tegn nr.:	01.211
		CVR-nr.:	27542204
		Ubenaevnte mål er i mm.	Der må ikke måles på tegningen
		Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse	



Calf barn:

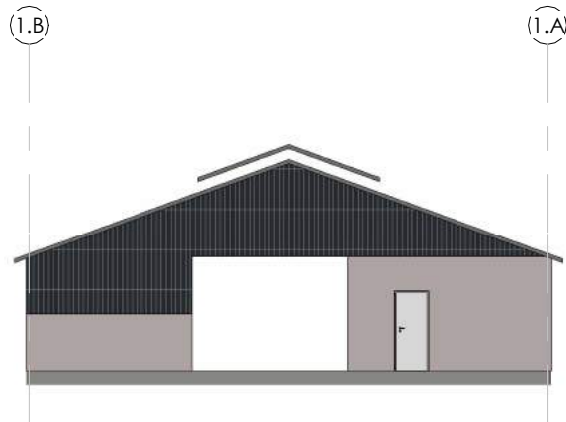
- Steel frames, leg height 3,0 m. Roof slope 20°
- Module simensions 5,0 m
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

Interior design:

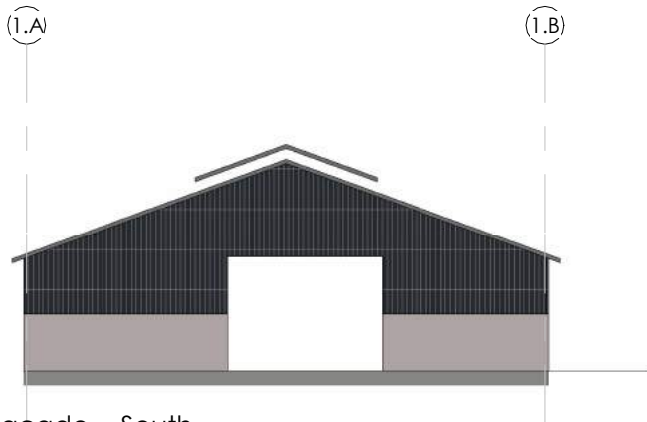
Furnished with 1 row of single calf boxes with 2/3 closed side at the bottom an 1/3 with bars at the top.

1 row of group pens (11 boxes) with calf front (Gate with crib, feed fence and concentrated feed automat)
Water cups.

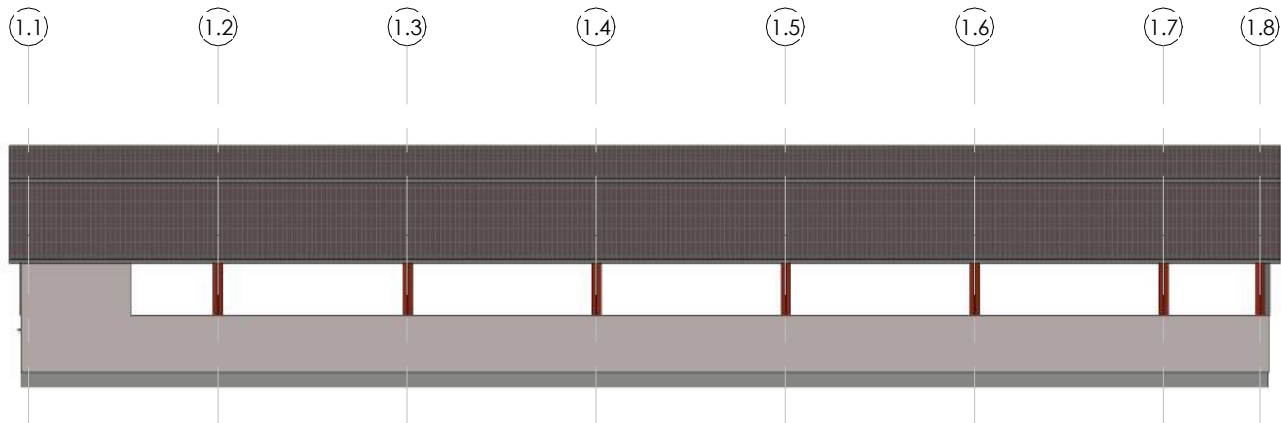
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798		Format:	A3	
Emne:	Building 01 - Section A-A		Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 100
		Birk Centerpark 24, 7400 Herning			Fase:	Sketch	
Rådgivere Arkitekter Ingeniører		Tlf. 9713 1211					
		CVR-nr.: 27542204			Tegn nr.:	01.301	
Ubenaævnte mål er i mm.		Der må ikke måles på tegningen			Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse		



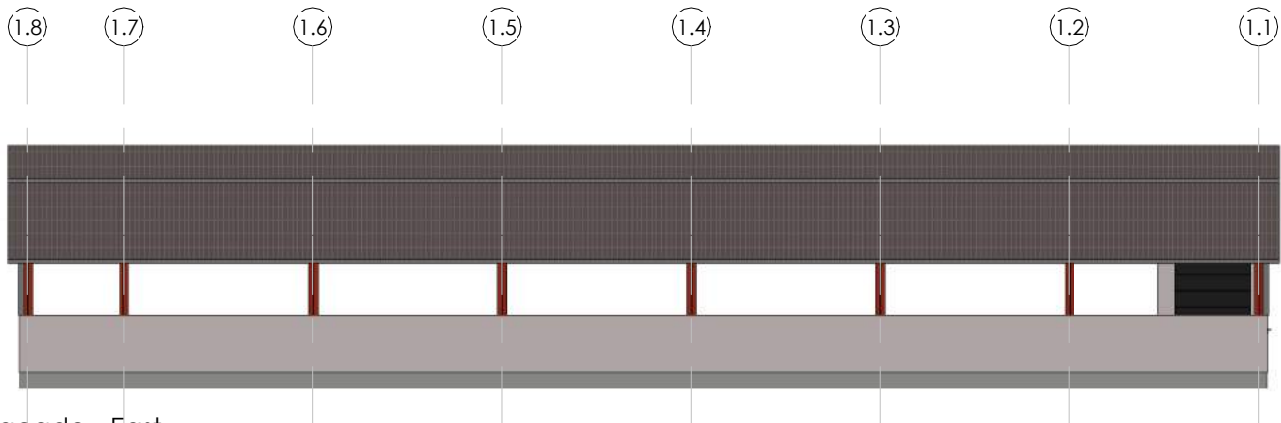
01 Facade - Nord
1 : 200



01 Facade - South
1 : 200



01 Facade - West
1 : 200

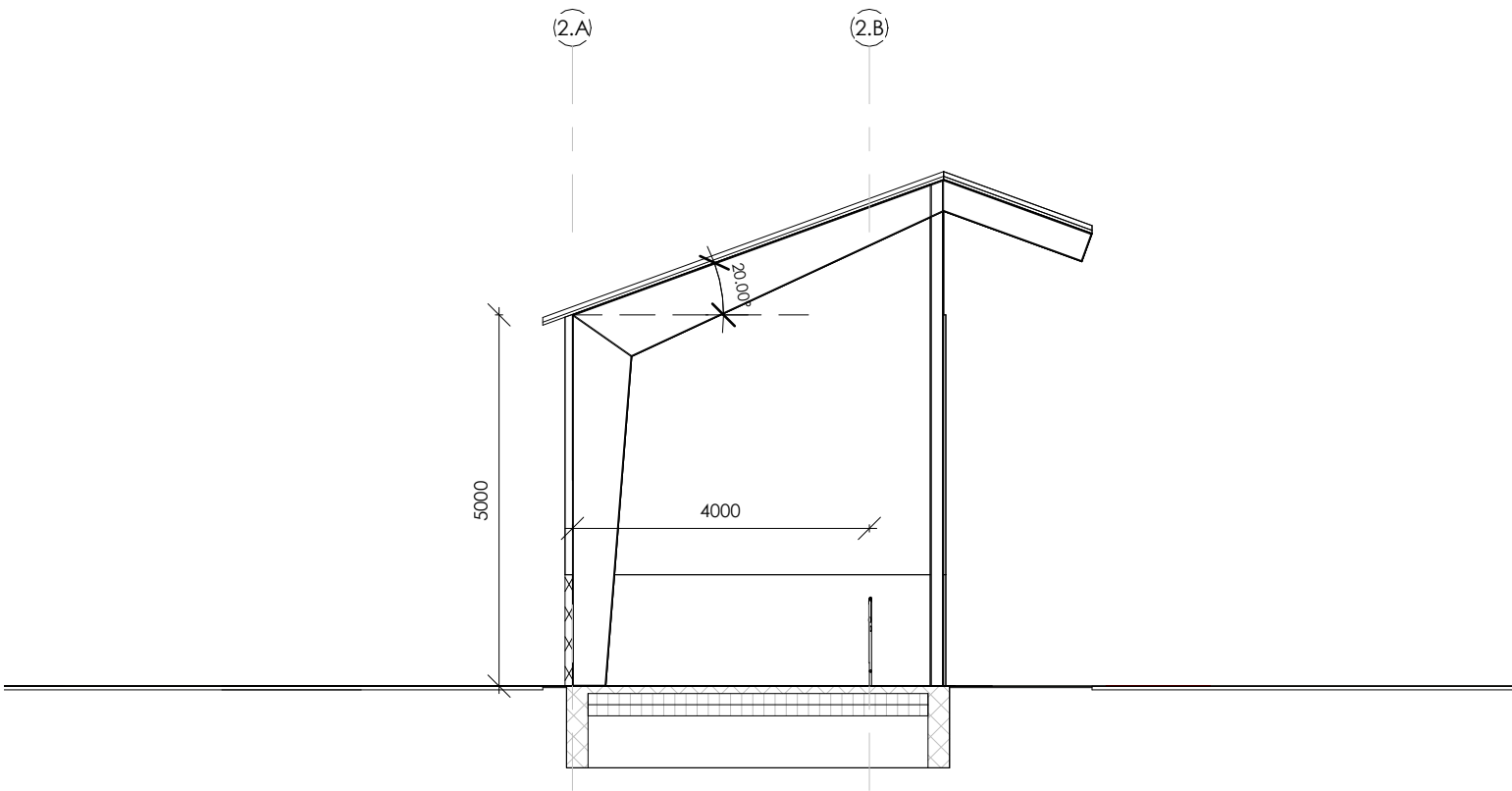


01 Facade - East
1 : 200

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543				
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023				
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India					Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk					Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*					Tlf.:	2257 6798	Format:	A3		
Emne:	Building 01 - Facade					Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 200
<div><div><div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div><div>T 9713 1211 www.byggeri-teknik.dk</div></div></div><div><div>Birk Centerpark 24, 7400 Herning</div><div>Tlf. 9713 1211</div><div>CVR-nr.: 27542204</div></div></div> <td colspan="2">Fase:</td> <td colspan="2">Sketch</td>						Fase:		Sketch			
						Tegn nr.:		01.401			
Ubenaævnte mål er i mm.						Der må ikke måles på tegningen					
						Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse					



Ubenaevnte mål er i mm.	Der må ikke måles på tegningen	Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse
-------------------------	--------------------------------	---



02 Section A-A
1 : 100

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543		
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023		
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India					Projektleder:	Helge Kromann		
Bygherre mail:	marbeh@um.dk					Projektleder mail:	hek@byggeri-teknik.dk		
Bygherre tlf.:	*					Tlf.:	2257 6798	Format:	A3
Emne:	Building 02 - Section A-A					Tegner int.:	HO	Kontrol:	HEK
						Målestok:	1 : 100		
 <div>BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører</div>						Birk Centerpark 24, 7400 Herning		Fase:	Sketch
						Tlf. 9713 1211			
<div>T 9713 1211 www.byggeri-teknik.dk</div>						CVR-nr.: 27542204		Tegn nr.:	02.301

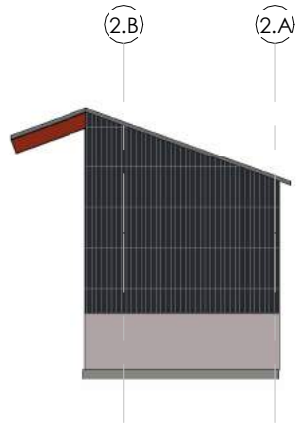


BYGGERI & TEKNIK I/S
Rådgivere | Arkitekter | Ingeniører

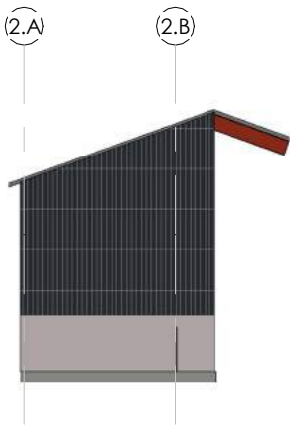
T 9713 1211 | www.byggeri-teknik.dk

Birk Centerpark 24, 7400 Herning
Tlf. 9713 1211

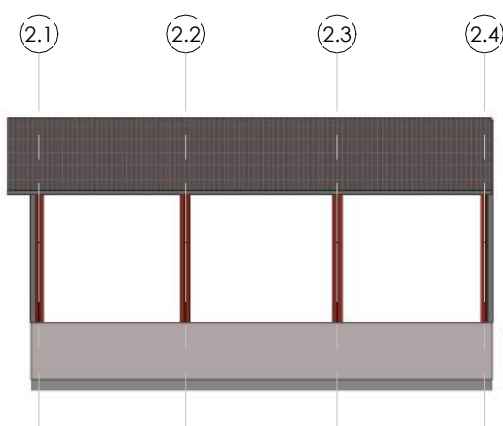
CVR-nr.: 27542204



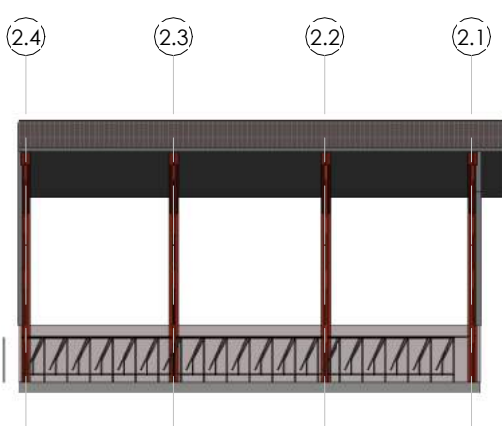
02 Facade mod nord
1 : 200



02 Facade mod syd
1 : 200

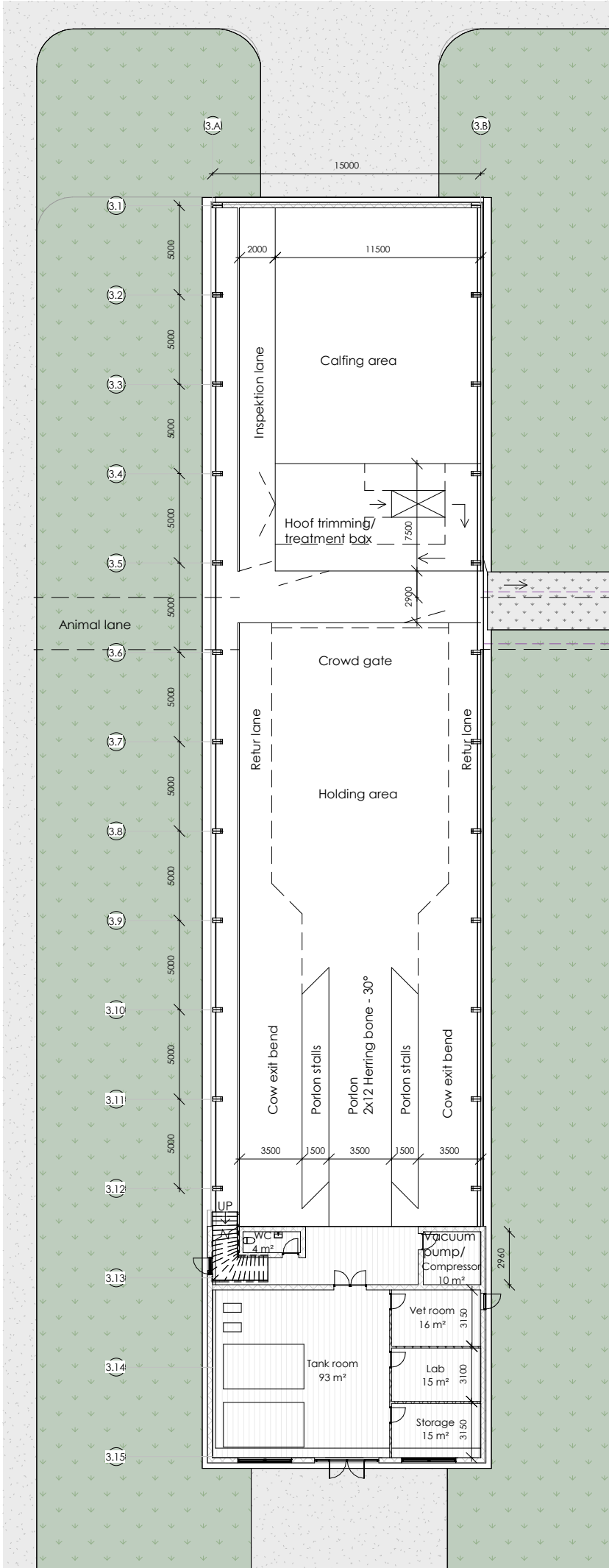


02 Facade mod vest
1 : 200

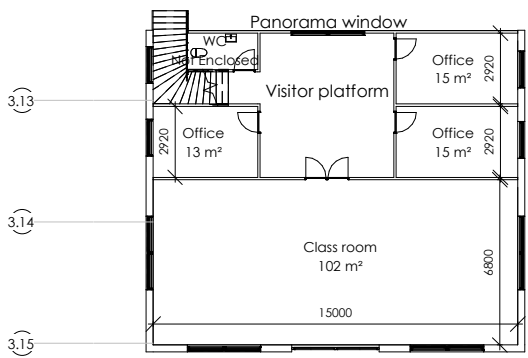


02 Facade mod øst
1 : 200

Byggesag:	Center of excellence - Dairy Farm				Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India				Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India				Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk				Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*				Tlf.:	2257 6798
Emne:	Building 02 - Facade				Format:	A3
		Tegner int.:	HO	Kontrol:	HEK	Målestok:
						1 : 200
<div><div><div></div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div></div><div>T 9713 1211 www.byggeri-teknik.dk</div></div>					Birk Centerpark 24, 7400 Herning	Fase:
					Tlf. 9713 1211	Sketch
					CVR-nr.: 27542204	Tegn nr.: 02.401
Ubenaævnte mål er i mm.					Der må ikke måles på tegningen	
					Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse	

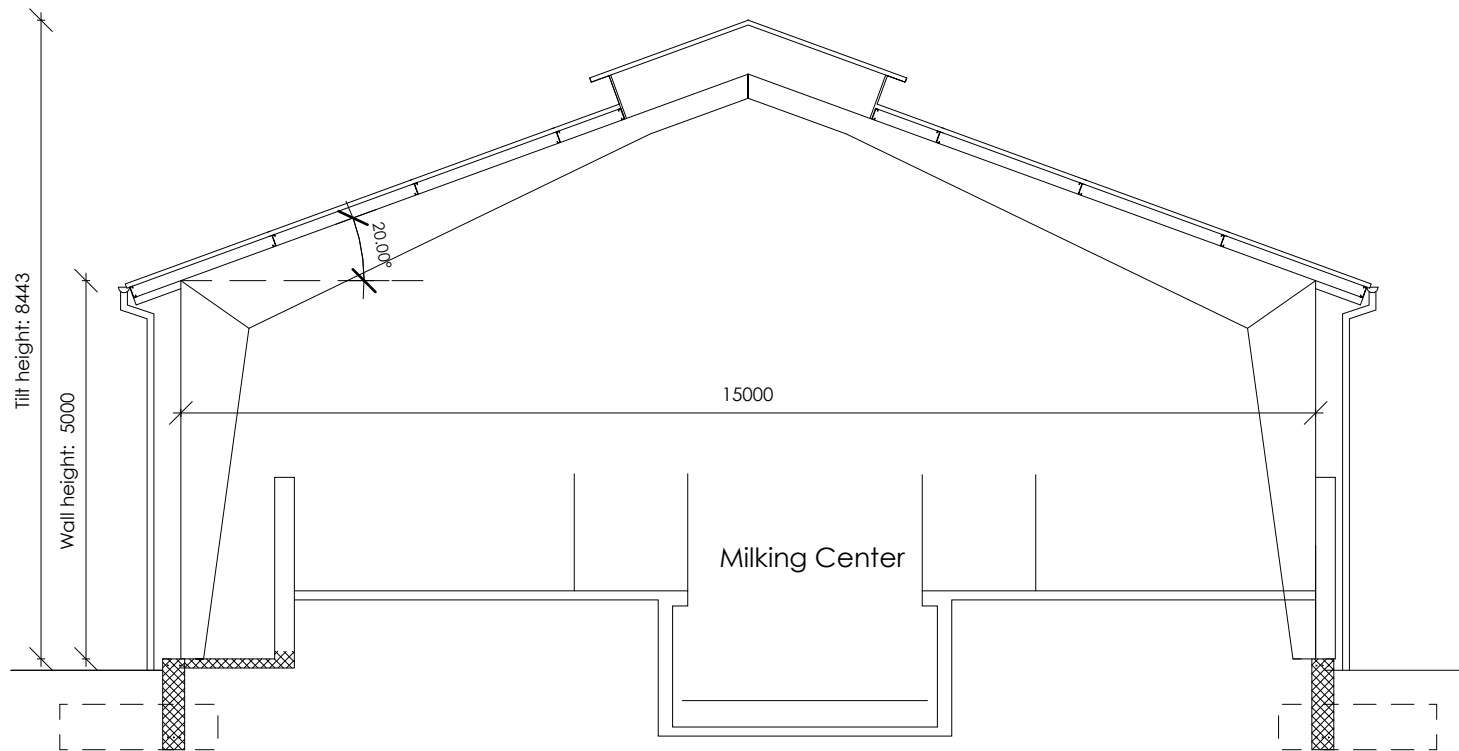


03 Floor plan
1 : 200

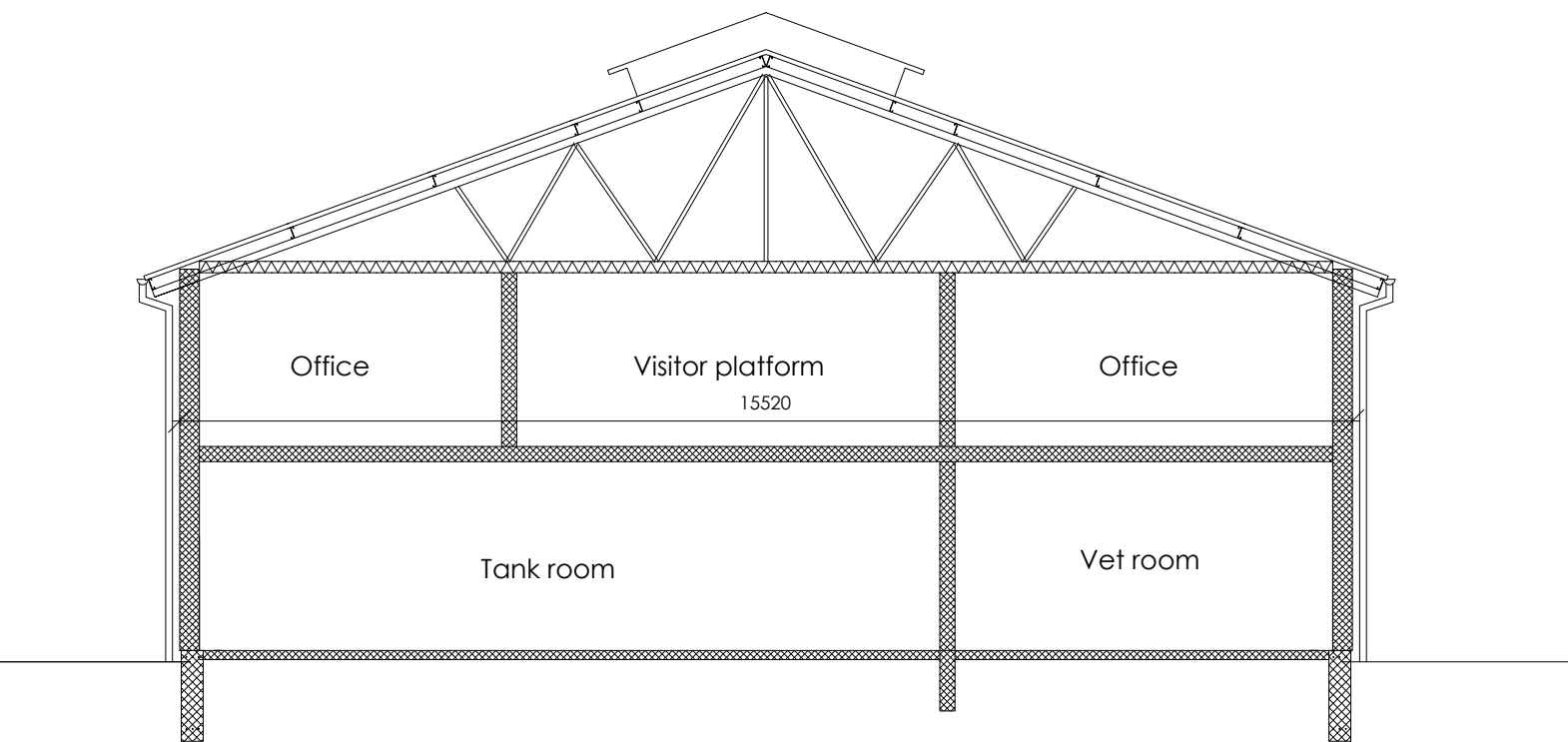


03 1st floor
1 : 200

Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mohd Basit, UP-Mahar Pradesh-Dubara Tehsil Una District Una, Himachal Pradesh, India	Projektfleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk	Projektfleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*	Tlf.:	2257 6798
Emne:	Building 03 - Floor plan	Tegner int.:	HO
		Kontrol:	HEK
		Målestok:	1 : 200
		Fase:	Sketch
		Tegn nr.:	03.211



03 Section A-A
1 : 100



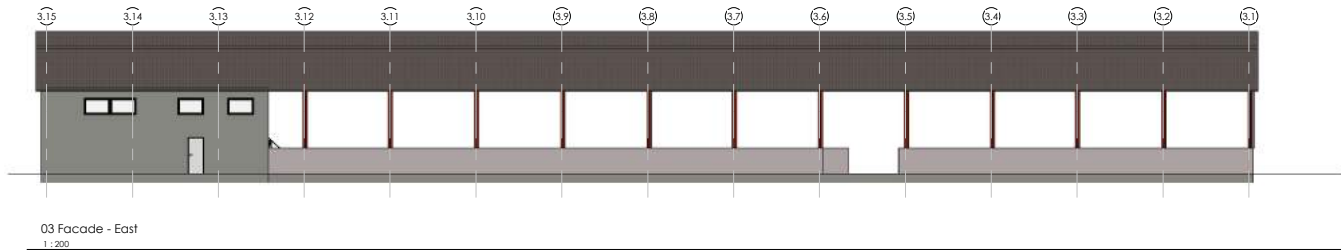
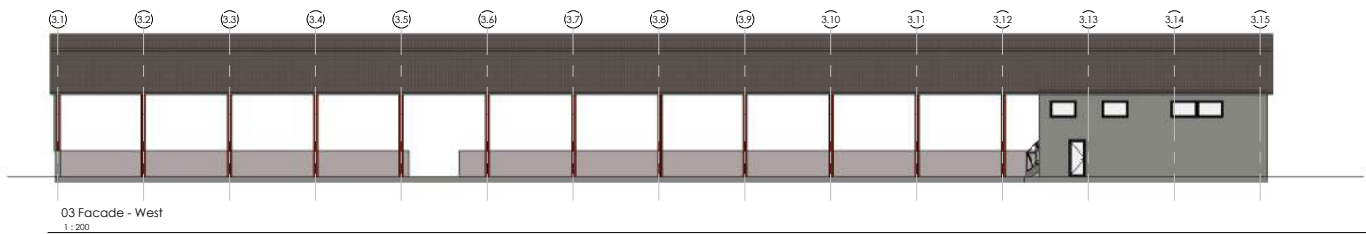
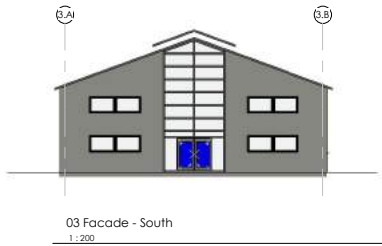
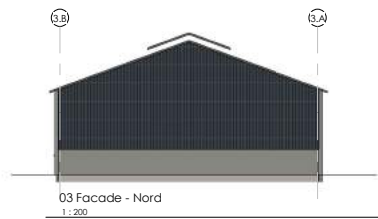
03 Section B-B
1 : 100


Milking Center
Milking parlor and holding area

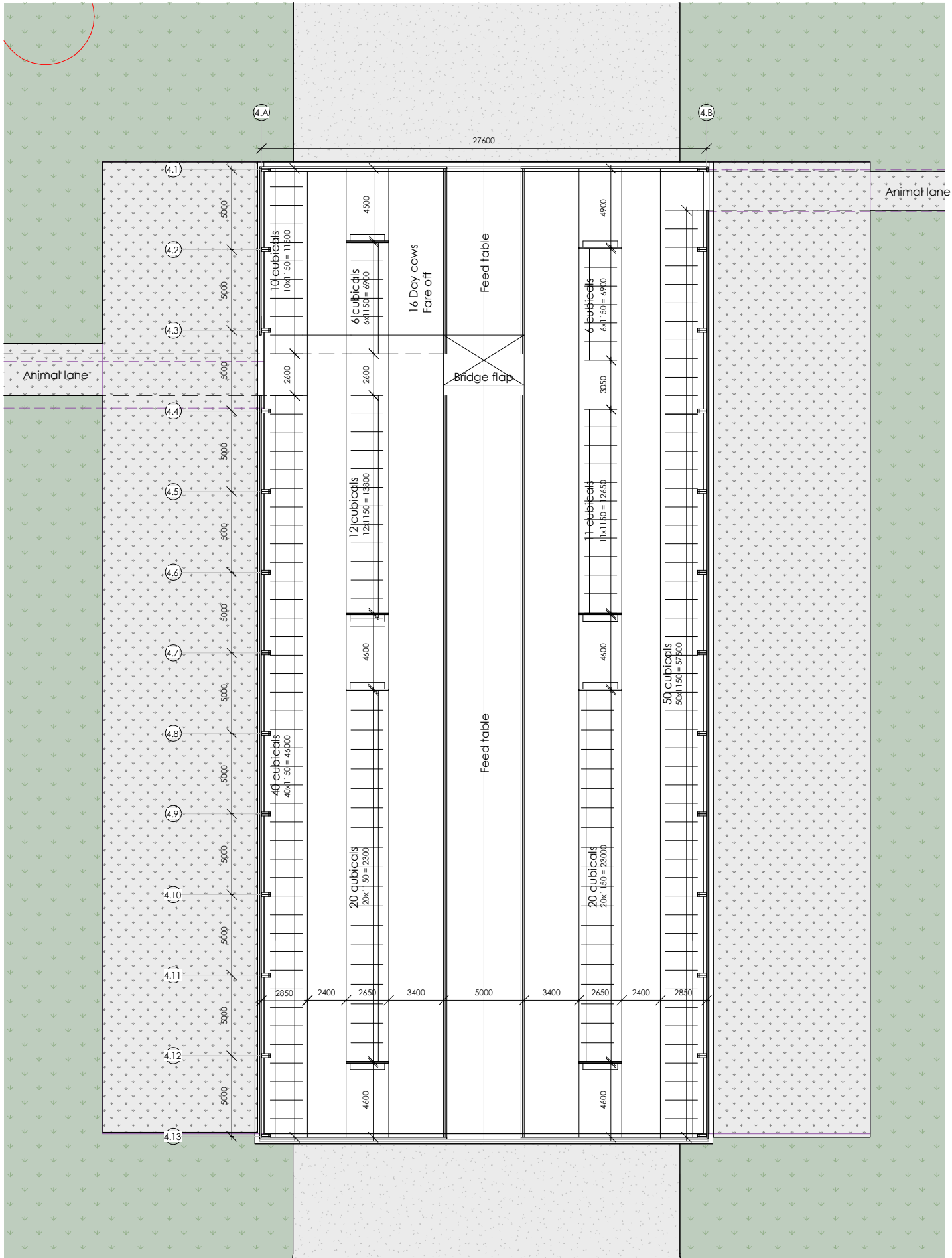
- Steel frames, leg height 4,0 m. Roof slope 20°
- Module dimensions 5,0 m
- Steel ridge
- Roof covering - 40 mm panel boards with insulation
- Raising rooftop with open tilt (40 cm) steel plates
- Outer concrete walls 1,50 m above that covered with insect netting
- Gables triangles - light construction hollow core steel and profiled steel plates
- Steel gutters and roof drains.

Service room etc.
Performed in 2 floors in concrete constructions with steel grid truss 20°, steel ridge and 40 mm panel boards with insulation.
Internal walls in concrete - alternatively done as masonry
Ceiling cladding with plasterboard on the steel shell
Windows to all rooms. On the 2nd floor, large windows in the classroom and offices.

Byggesag:	Center of excellence - Dairy Farm				Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India				Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann			
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk			
Bygherre tlf.:	*	Tlf.:	2257 6798	Format:	A3	
Emne:	Building 03 - Section A-A and B-B	Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 100

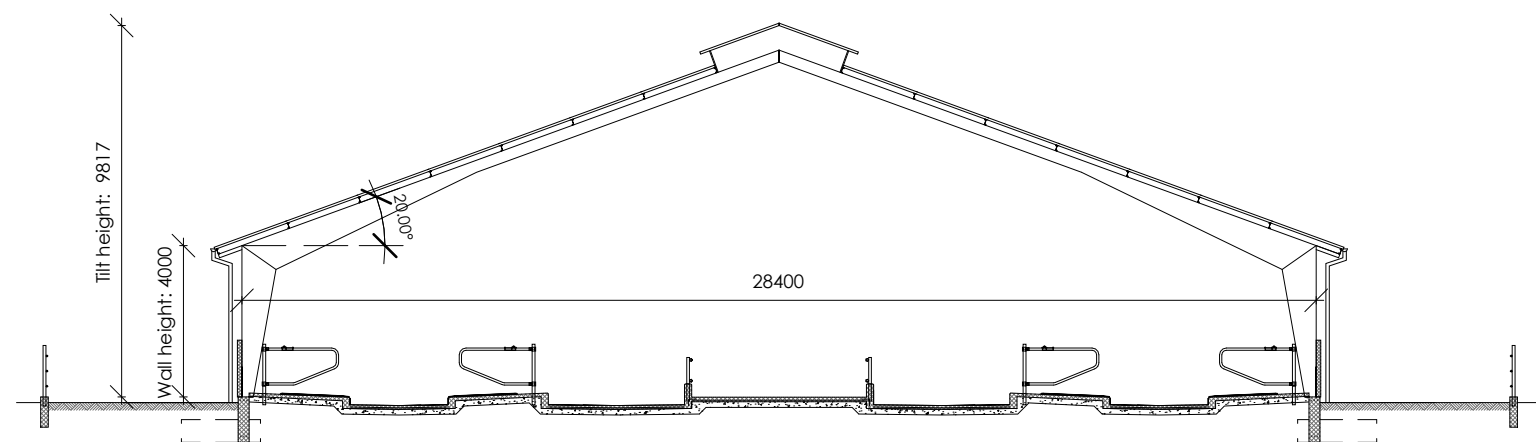


Byggesag:	Center of excellence - Dairy Farm			Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	11.05.2023
Byggeaddr.:	Local Road, 1st Ward, Thakur Ganga Sarda Ganga District area, Himachal Pradesh, India	Projektfører:	Helge Kromann		
Bygherre mail:	marbeh@um.dk	Projektfører mail:	hek@byggeri-teknik.dk		
Bygherre tlf.:	*	Tlf.:	2257 6798	Format:	A3+2
Emne:	Building 03 - Facade	Tegner int.:	HO	Kontrol:	HEK
				Målestok:	1 : 200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører		Bik Centerpark 24, 7400 Herning		Fase:	Sketch
T 9713 1211 www.byggeri-teknik.dk		Tlf. 9713 1211		Tegn nr.:	03.401
Udendørsarbejde måles på 1 mm.		Der må ikke måles på tegningen		Denne tegning må ikke kopieres, overføres eller anvendes til andet formål uden tilladelse	



04 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mohd Basit, UP-Mahar Pradesh-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektlleder:	
Bygherre mail:	marbeh@um.dk	Projektlleder mail:	
Bygherre tlf.:	*	Tlf.:	Format: A1-2
Emne:	Building 04 - Floor plan	Tegner int.:	HO Kontrol: HEK Målestok: 1 : 200
 Rådgivere Arkitekter Ingeniører		Birk Centerpark 24, 7400 Herning Tlf. 9713 1211	Fase: Sketch
T 9733 1211 www.byggeri-teknik.dk		CVR-nr.: 27542204	Tegn nr.: 04.211
Ubenævnte mål er i mm.		Der må ikke måles på tegningen	Denne tegning må ikke kopieres, overføres eller anvendes til andet formål uden tilladelse



04 Section A-A
1 : 200

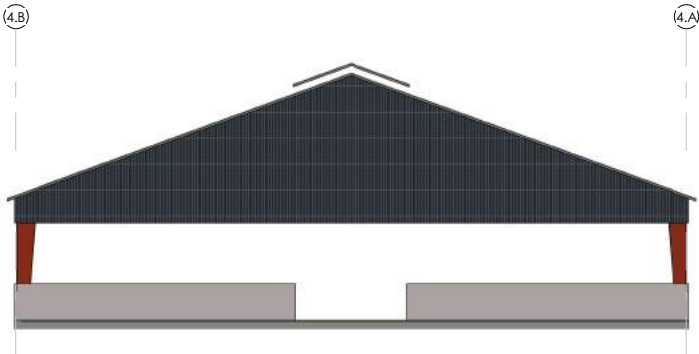
Cowshed:

- Steel frames, leg height 4,0 m. Roof slope 20°
- Module simensions 5,0 m
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

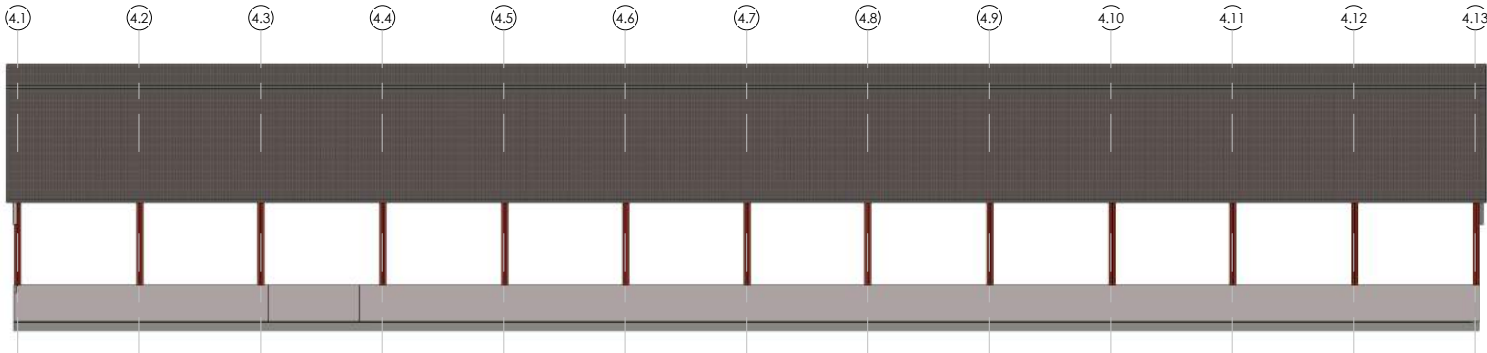
Interior design:

2x2 rows af cubicles with mattresses on each side and 1 wide continuuous feeding table..
Solid drained floor with U shaped cutter and scraper.
Water troughs and cow brushes.

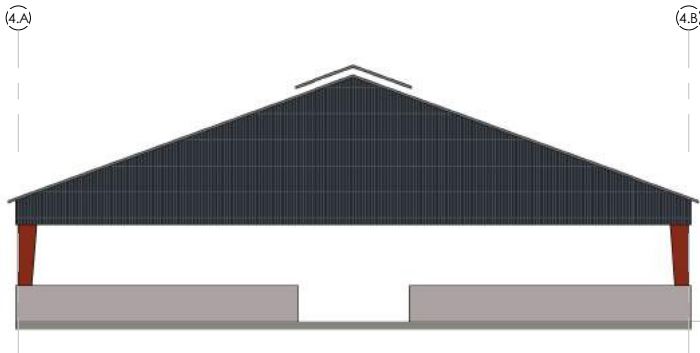
Byggesag:	Center of exellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798			Format:	A3
Emne:	Building 04 - Section A-A	Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 200
		Birk Centerpark 24, 7400 Herning			Fase:	Sketch	
Rådgivere Arkitekter Ingeniører		Tlf. 9713 1211					
T 9713 1211 www.byggeri-teknik.dk		CVR-nr.: 27542204			Tegn nr.:	04.301	
Ubenævnte mål er i mm.		Der må ikke måles på tegningen			Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse		



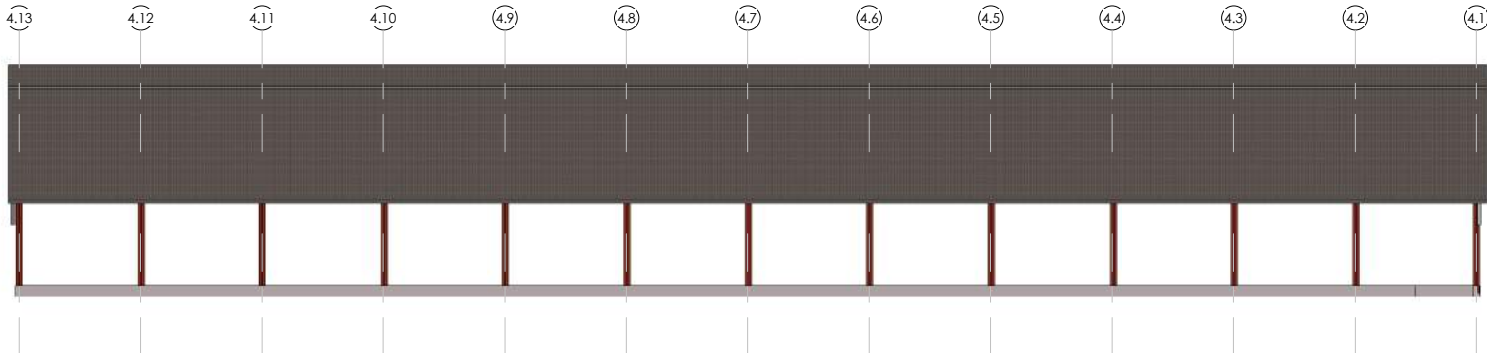
04 Facade - Nord
1 : 200



04 Facade - West
1 : 200

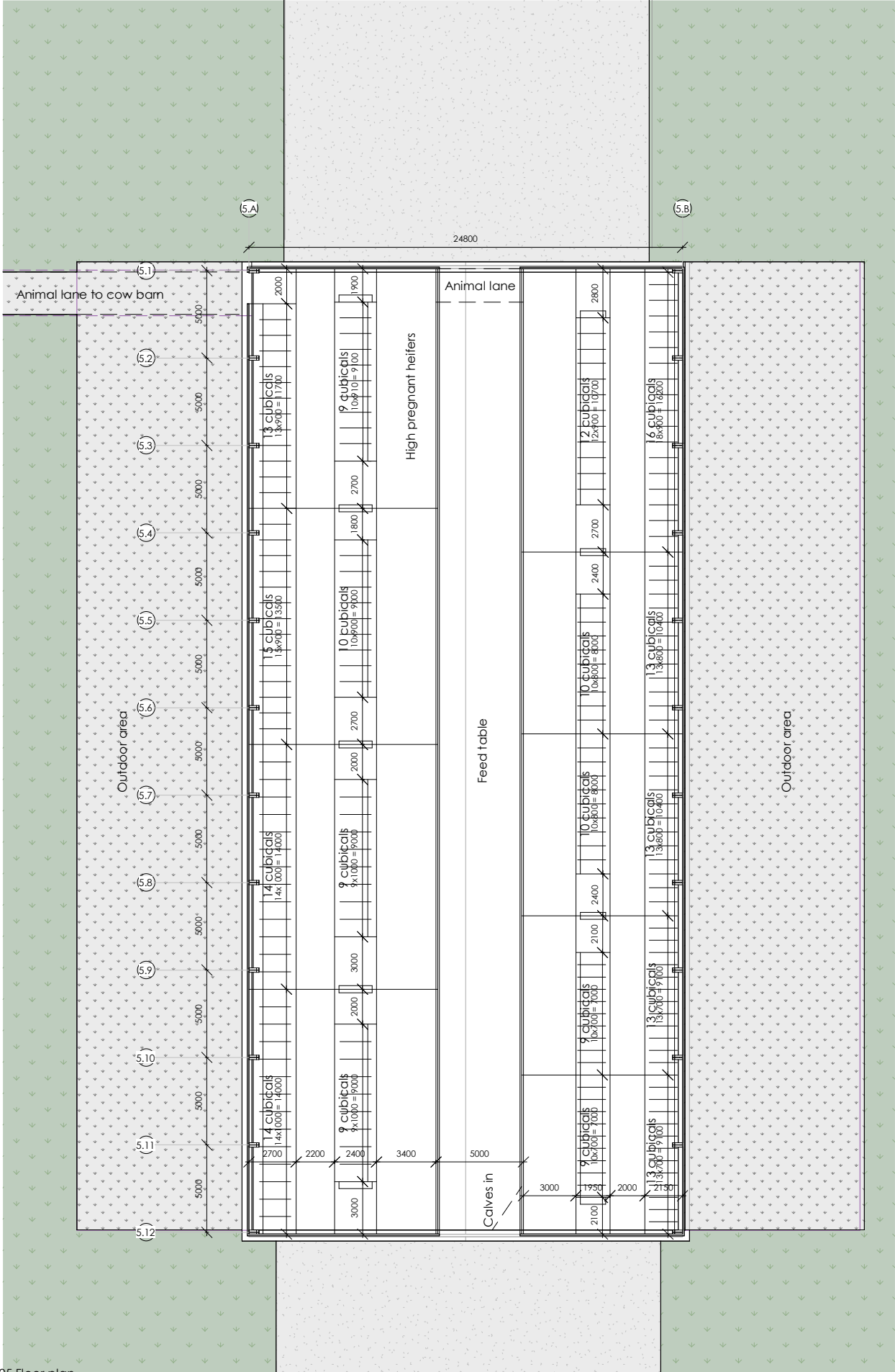


04 Facade - South
1 : 200



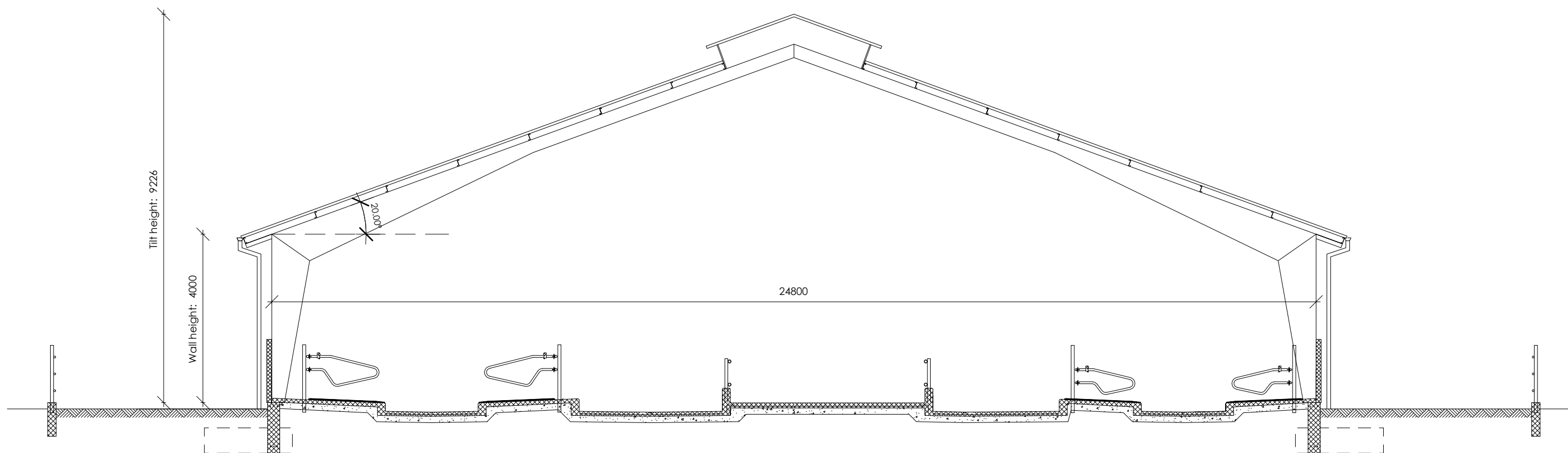
04 Facade - East
1 : 200

Byggesag:	Center of excellence - Dairy Farm			Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	11.05.2023
Byggeadr.:	Mahar Road, UP Mahatma Jyoti Bapu International Airport, Himachal Pradesh, India	Projektfleder:	Helge Kromann		
Bygherre mail:	marbeh@um.dk	Projektfleder mail:	hek@byggeri-teknik.dk		
Bygherre tlf.:	*	Tlf.:	2257 6798	Format:	A3+1
Emne:	Building 04 - Facade	Tegner int.:	HO	Kontrol:	HEK
				Målestok:	1 : 200
				Fase:	Sketch
				Tegn nr.:	04.401
Ubenævnte mål er i mm. Der må ikke måles på tegningen. Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse.					



05 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm			Sags nr.:	22543
Byggherre:	Government of Himachal Pradesh, Shimla, India			Dato:	11.05.2023
Byggeadv.:	Mohd Basit, UP-Mahar Pradesh-Dubara Tehsil Una District Una, Himachal Pradesh, India	Projektleder:	Helge Kromann		
Byggherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk		
Byggherre tlf.:	*	Tlf.:	2257 6798	Format:	A1-2
Emne:	Building 05 - Floor plan	Tegner int.:	HO	Kontrol:	HEK
				Målestok:	1 : 200
				Fase:	Sketch
				Tegn nr.:	05.211



05 Section A-A
1 : 100

Heifer barn:

- Steel frames, leg height 4,0 m. Roof slope 20°
- Module simensions 5,0 m
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

Interior design:
2x2 rows af cubicles with mattresses on each side and 1 wide continuous feeding table..
Solid drained floor with U shaped cutter and scraper.
Water troughs

Byggesag:	Center of excellence - Dairy Farm				Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India				Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India				Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk				Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*				Tlf.:	2257 6798
Emne:	Building 05 - Section A-A				Format:	A3
					Tegner int.:	HO
					Kontrol:	HEK
					Målestok:	1 : 100



T 9713 1211 | www.byggeri-teknik.dk

Birk Centerpark 24, 7400 Herning

Tlf. 9713 1211

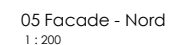
CVR-nr.: 27542204

Fase:


Tegn nr.:

Sketch

05.301



Byggesag:	Center of excellence - Dairy Farm		Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India		Dato:	11.05.2023
Byggeadr.:	Minhal Basal, UP-Maharashtra Zubarah Tehsil Una District Una, Himachal Pradesh, India	Projektleder:	Helge Kromann	
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk	
Bygherre tlf.:	*	Tlf.:	2257 6798	Format: A3+1
Emne:	Building 05 - Facade	Tegner int.:	HO Kontrol: HEK	Målestok: 1 : 200



BYGGERI & TEKNIK I/S
Rådgivere | Arkitekter | Ingeniører

T 9712 5211
www.byggeri-teknik.dk

Birk Centerpark 24, 7400 Herning
Tlf. 9713 1211
CVR-nr.: 27542204

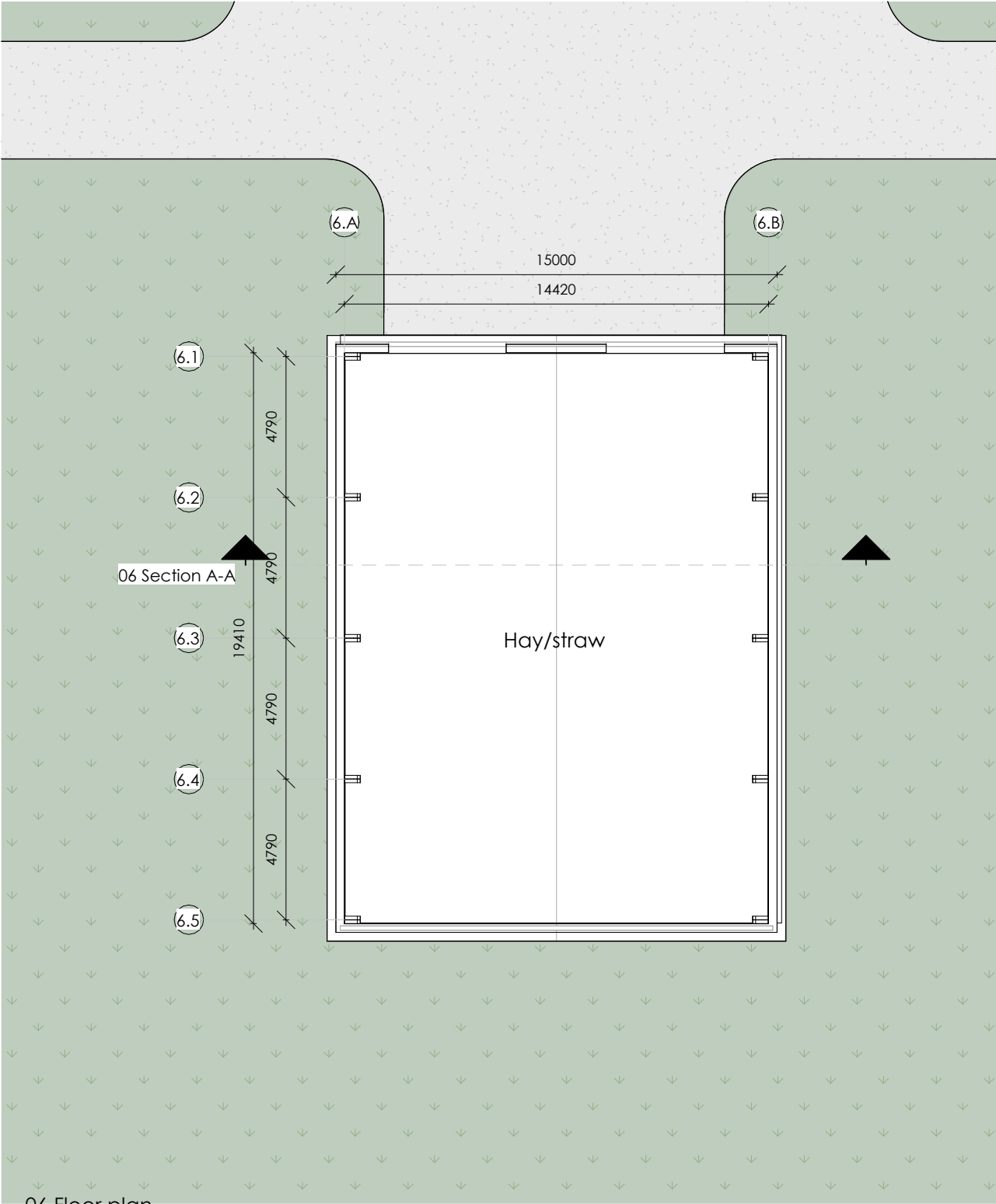
Fase:

Tegn nr.:

Sketch

05.401

Ubenevnte måli i mm.
 Der må ikke måles på tegningen
Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse



06 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*	Tlf.:	2257 6798
Emne:	Building 06 - Floor plan	Tegner int.:	HO
		Kontrol:	HEK
		Format:	A3
		Målestok:	1 : 200



Birk Centerpark 24, 7400 Herning

Fase:

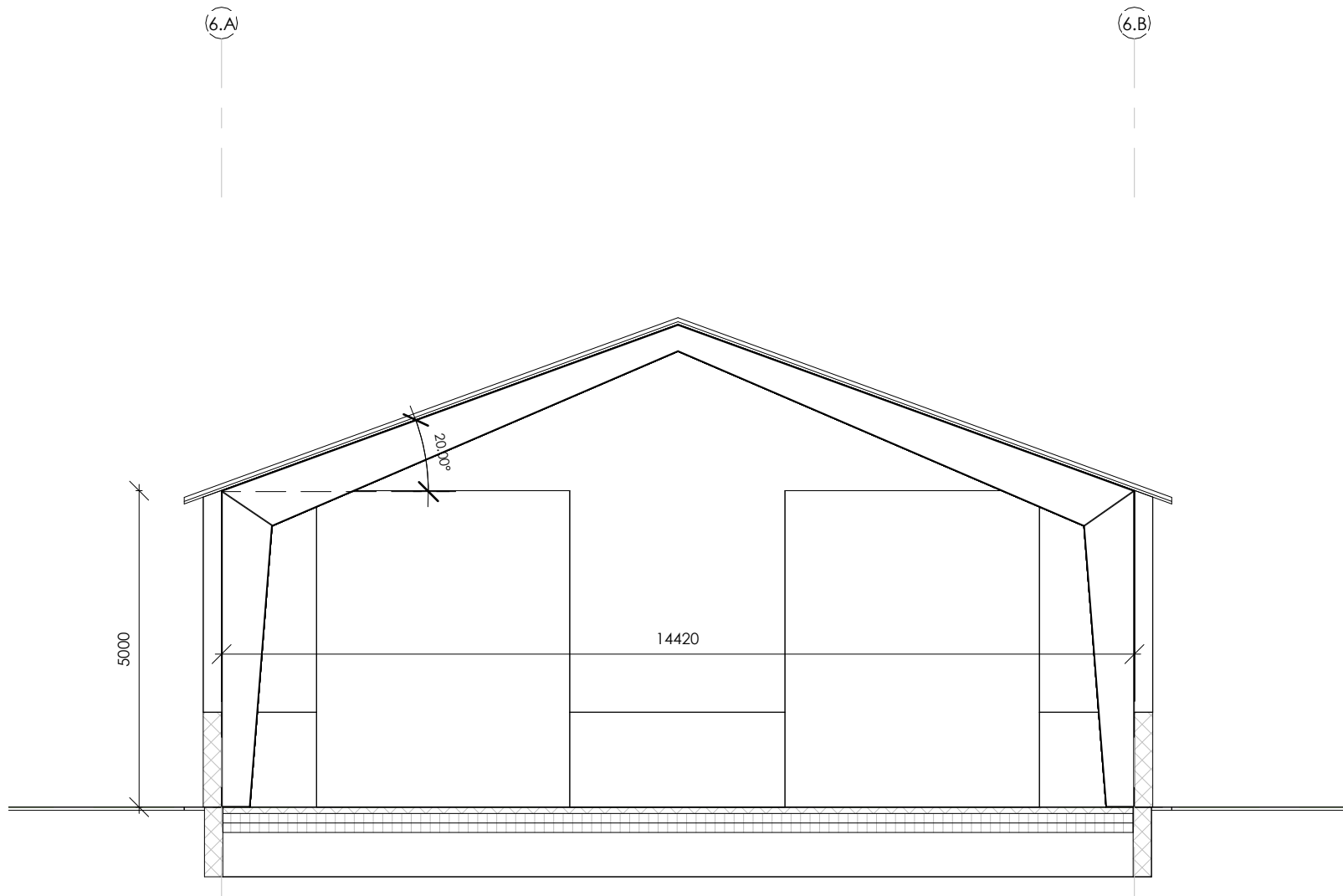
Sketch

Tlf. 9713 1211

CVR-nr.: 27542204

Tegn nr.:

06.211

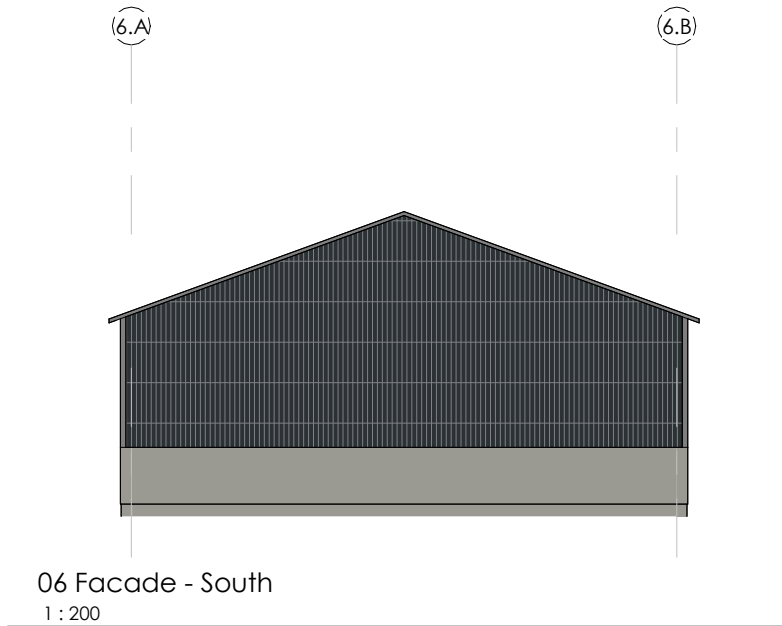


06 Section A-A
1 : 100

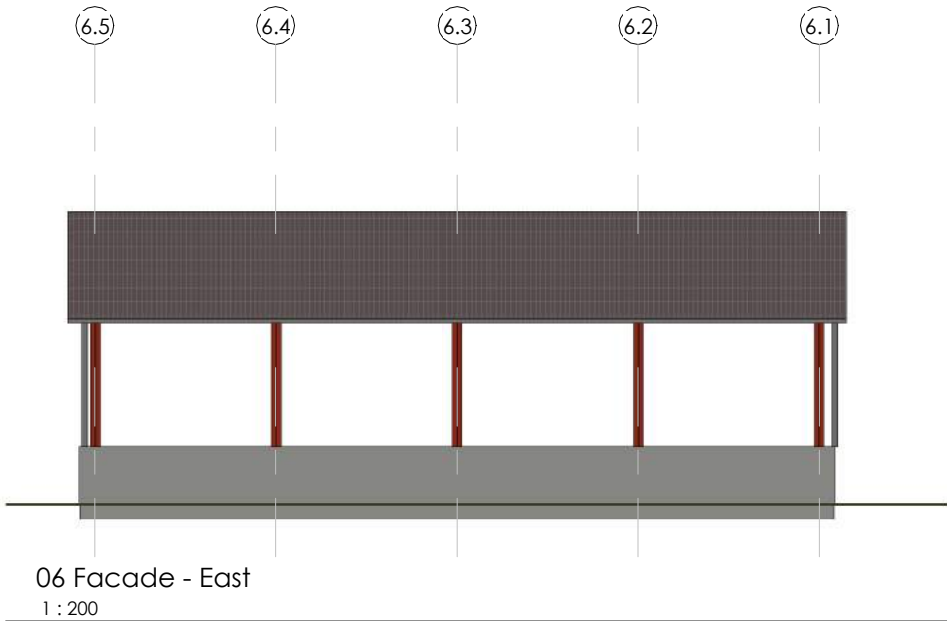
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basol, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798		Format:	A3	
Emne:	Building 06 - Section A-A		Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 100
<div><div><div><div></div><div></div></div><div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div></div></div><div><div>T 9713 1211</div><div>www.byggeri-teknik.dk</div></div></div>			Birk Centerpark 24, 7400 Herning		Fase:	Sketch	
			Tlf. 9713 1211				
			CVR-nr.: 27542204		Tegn nr.:	06.301	



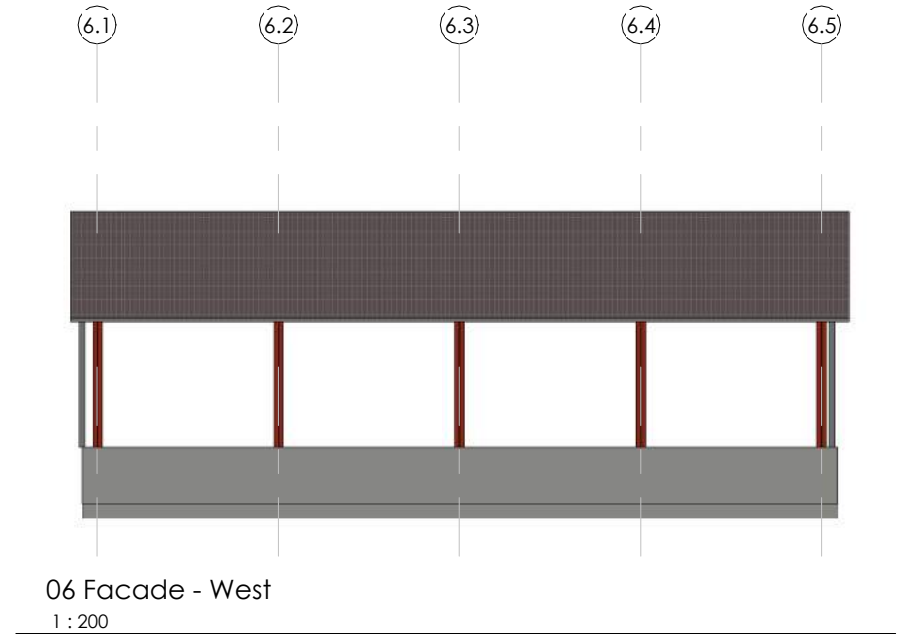
06 Facade - Nord
1 : 200




06 Facade - South
1 : 200

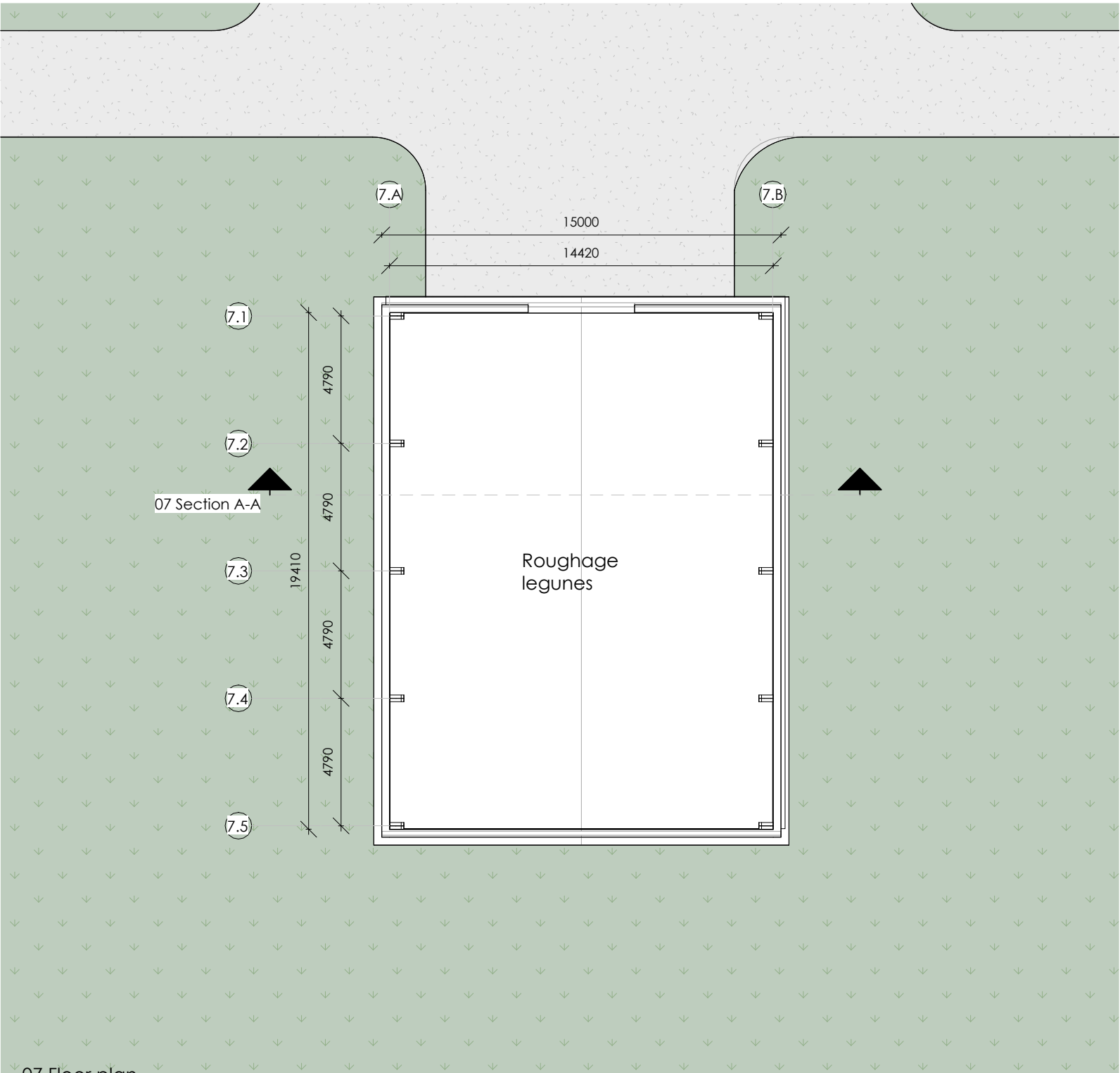


06 Facade - East
1 : 200



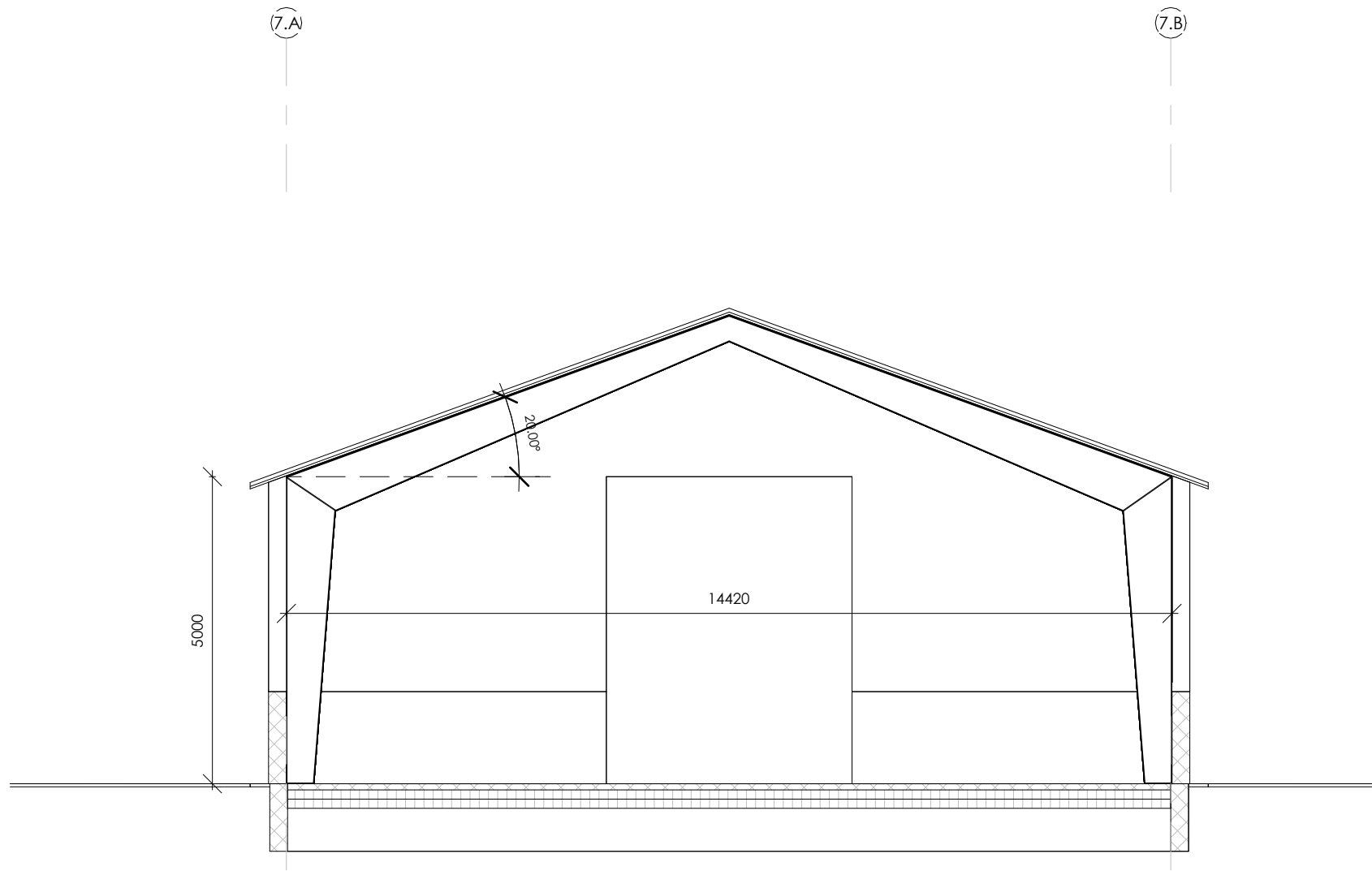
06 Facade - West
1 : 200

Byggesag:	Center of excellence - Dairy Farm				Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India				Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann			
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk			
Bygherre tlf.:	*	Tlf.:	2257 6798		Format:	A3
Emne:	Building 06 - Facade	Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 200
 Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Fase:		Sketch
		Tlf. 9713 1211				06.401
		CVR-nr.: 27542204		Tegn nr.:		



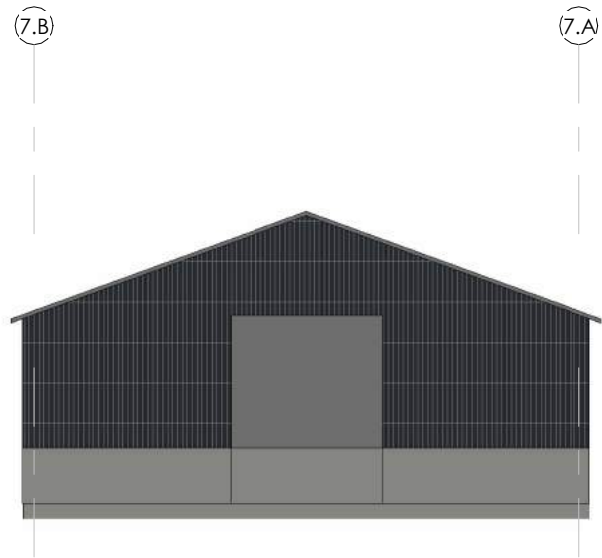
07 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543				
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023				
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India					Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk					Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*					Tlf.:	2257 6798	Format:	A3		
Emne:	Building 07 - Floor plan					Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 200
<div><div><div><div></div><div></div></div><div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div></div></div><div><div>T 9713 1211</div><div>www.byggeri-teknik.dk</div></div></div>						Birk Centerpark 24, 7400 Herning		Fase:	Sketch		
						Tlf. 9713 1211					
						CVR-nr.: 27542204		Tegn nr.:	07.211		
Ubenaævnte mål er i mm.						Der må ikke måles på tegningen					
						Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse					

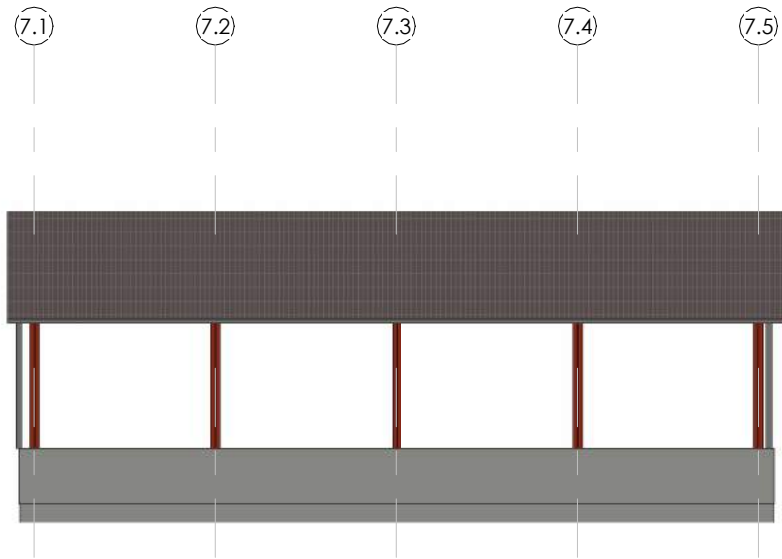


07 Section A-A
1 : 100

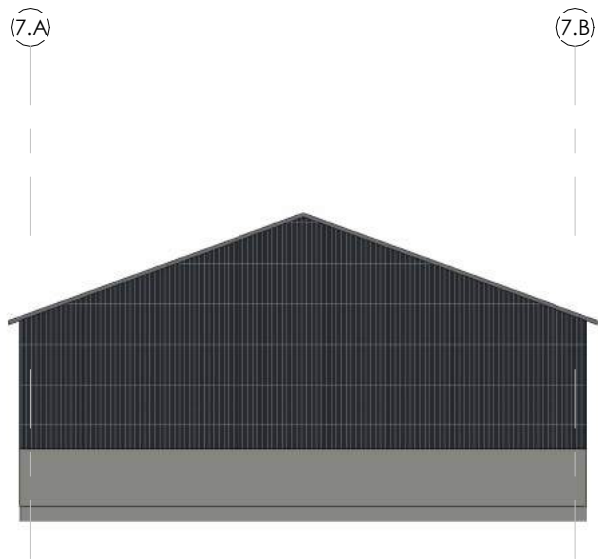
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543					
Bygherre:	Goverment of Himachal Pradesh, Shimla, India					Dato:	11.05.2023					
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India					Projektleder:	Helge Kromann					
Bygherre mail:	marbeh@um.dk					Projektleder mail:	hek@byggeri-teknik.dk					
Bygherre tlf.:	*					Tlf.:	2257 6798					
Emne:	Building 07 - Section A-A					Format:	A3					
						Tegner int.:	HO					
						Kontrol:	HEK					
	<div><div><div></div><div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div></div></div><div><div>T 9713 1211</div><div>www.byggeri-teknik.dk</div></div></div>					Målestok:	1 : 100					
						Birk Centerpark 24, 7400 Herning					Fase:	Sketch
						Tlf. 9713 1211						
						CVR-nr.: 27542204					Tegn nr.:	07.301
						Ubenævnte mål er i mm.					Der må ikke måles på tegningen	
	Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse											



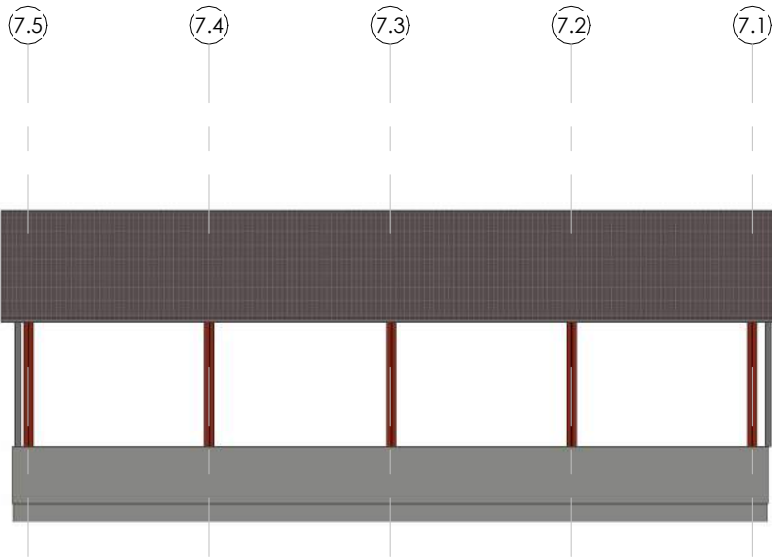
07 Facade - Nord
1 : 200



07 Facade - West
1 : 200



07 Facade - South
1 : 200



07 Facade - East
1 : 200

Byggesag:	Center of excellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tlf.:	*	Tlf.:	2257 6798
Emne:	Building 07 - Facade	Tegner int.:	HO
		Kontrol:	HEK
		Format:	A3
		Målestok:	1 : 200
		Fase:	Sketch
		Tegn nr.:	07.401



Birk Centerpark 24, 7400 Herning
Tlf. 9713 1211

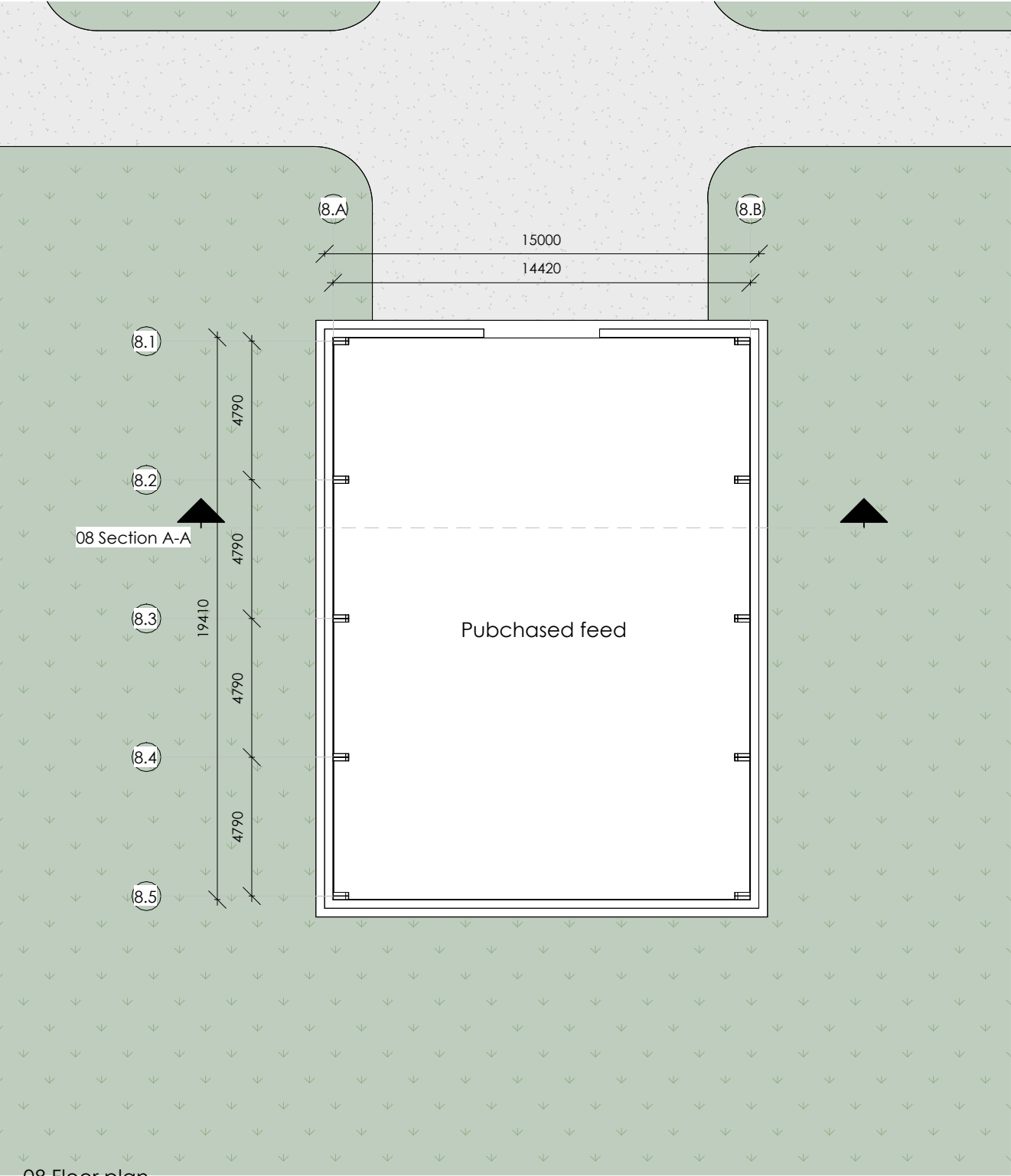
T 9713 1211 | www.byggeri-teknik.dk

CVR-nr.: 27542204

Ubenaævnte mål er i mm.

Der må ikke måles på tegningen

Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse



08 Floor plan
1 : 200

Byggesag:	Center of exellence - Dairy Farm	Sags nr.:	22543
Bygherre:	Goverment of Himachal Pradesh, Shimla, India	Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk
Bygherre tif.:	*	Tlf.:	2257 6798
Emne:	Building 08 - Floor plan	Tegner int.:	HO
		Kontrol:	HEK
		Format:	A3
		Målestok:	1 : 200



BYGGERI & TEKNIK I/S
Rådgivere | Arkitekter | Ingeniører
T 9713 1211 | www.byggeri-teknik.dk

Birk Centerpark 24, 7400 Herning

Tlf. 9713 1211

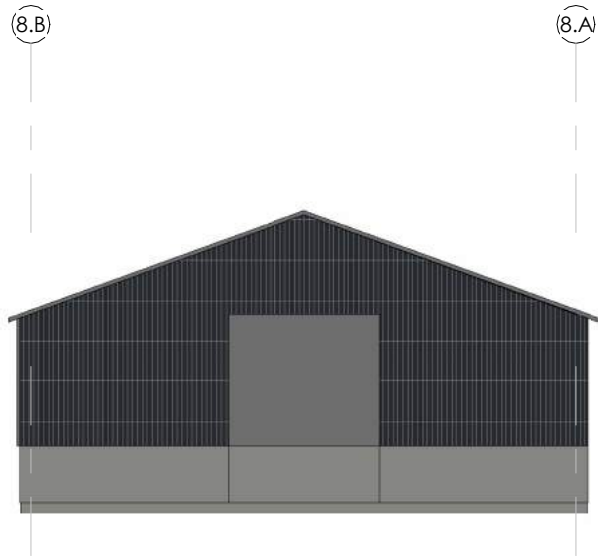
CVR-nr.: 27542204

Fase:

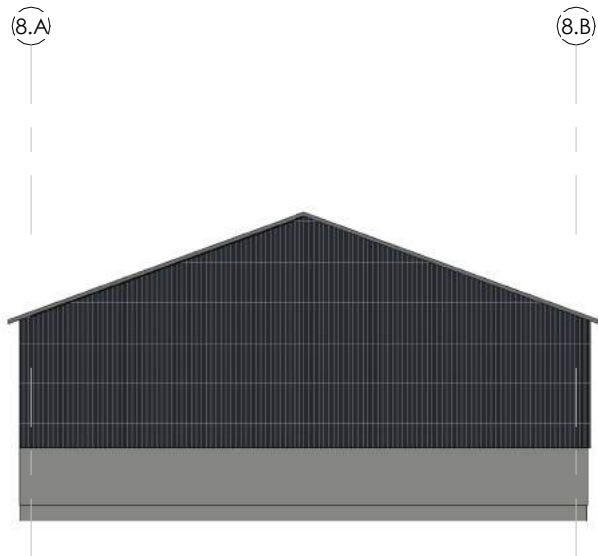
Tegn nr.:

Sketch

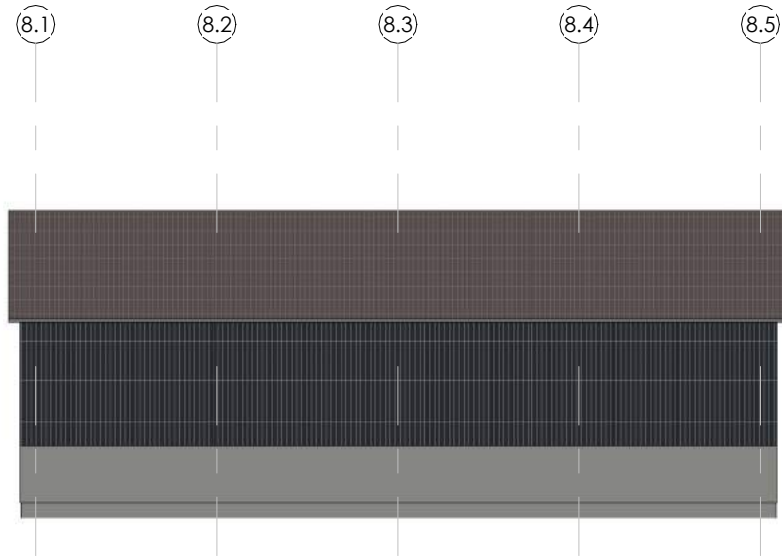
08.211



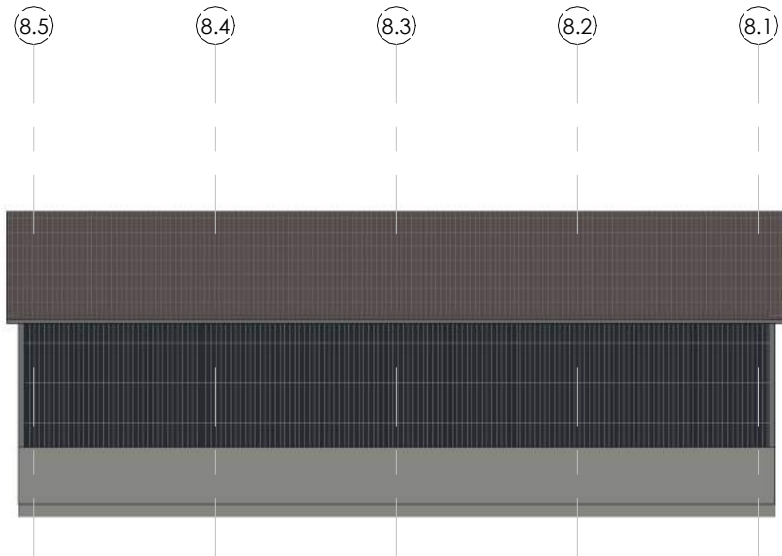
08 Facade - Nord
1 : 200




08 Facade - South
1 : 200

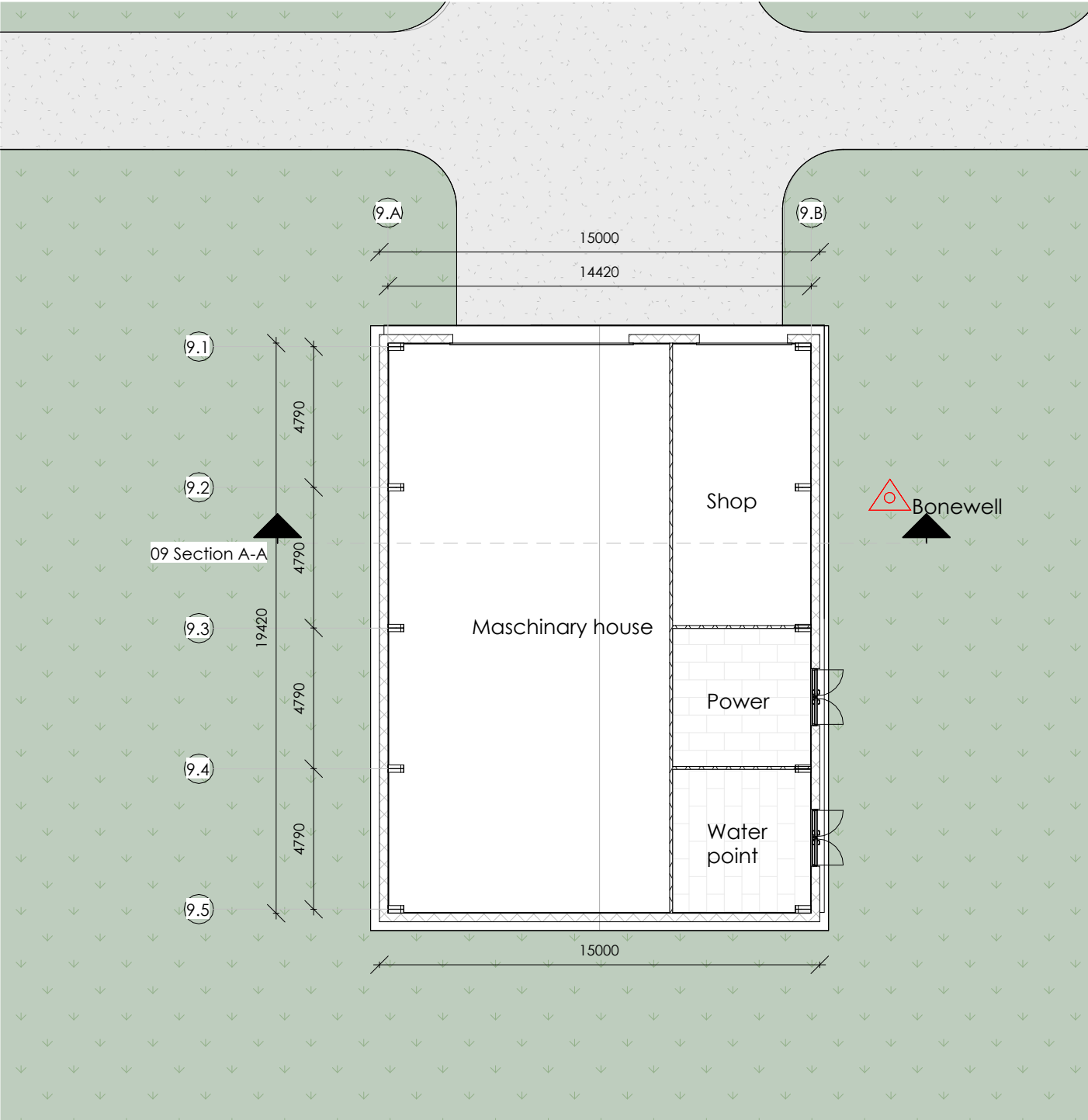


08 Facade - West
1 : 200



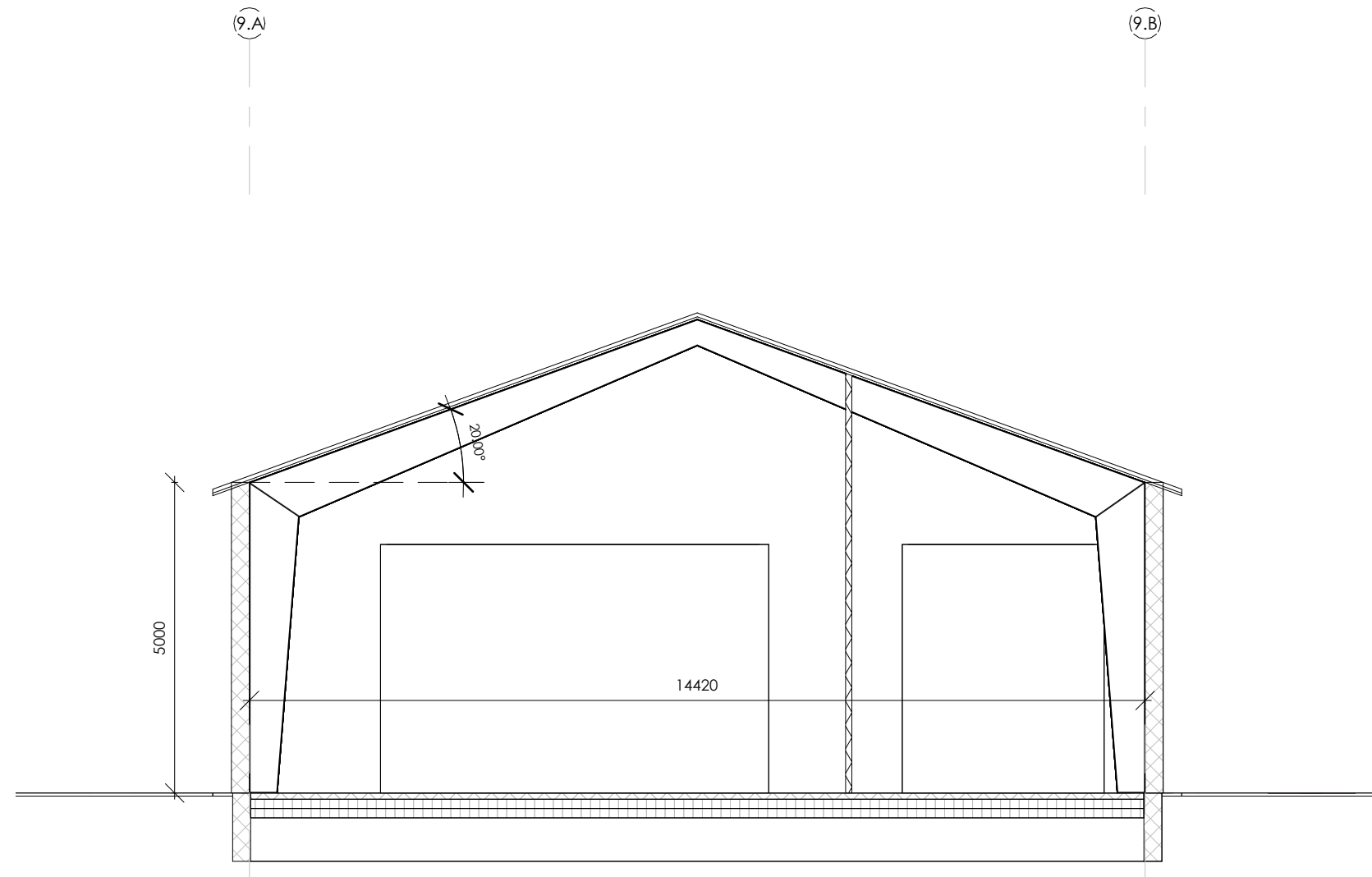
08 Facade - East
1 : 200

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798			Format:	A3
Emne:	Building 08 - Facade		Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører		Birk Centerpark 24, 7400 Herning			Fase:	Sketch	
		Tlf. 9713 1211					
T 9713 1211 www.byggeri-teknik.dk		CVR-nr.: 27542204			Tegn nr.:	08.401	



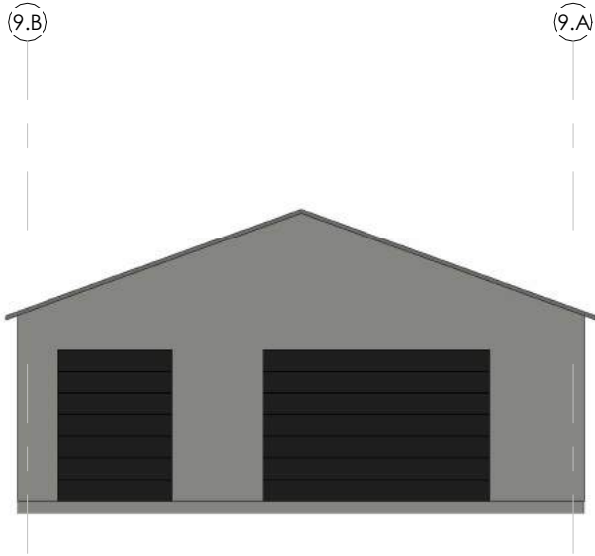
09 Floor plan
1 : 200

Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mohal Basol, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798			Format:	A3
Emne:	Building 09 - Floor plan	Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 200
 <div>BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører</div>		Birk Centerpark 24, 7400 Herning			Fase:	Sketch	
		Tlf. 9713 1211					
<div>T 9713 1211 www.byggeri-teknik.dk</div>		CVR-nr.: 27542204			Tegn nr.:	09.211	
Ubenaævnte mål er i mm.		Der må ikke måles på tegningen			Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse		

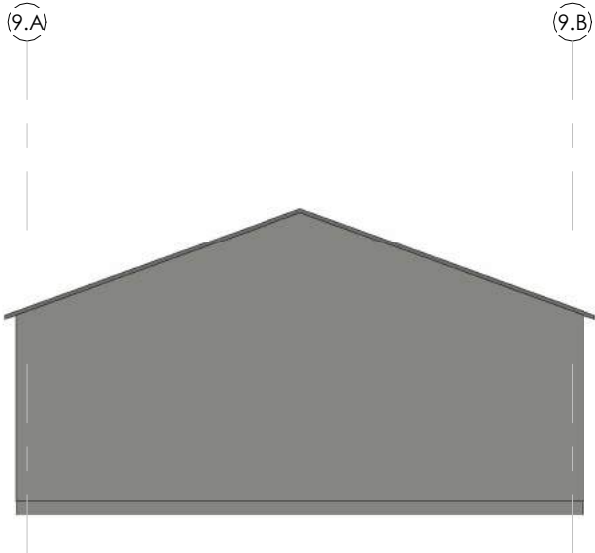


09 Section A-A
1 : 100

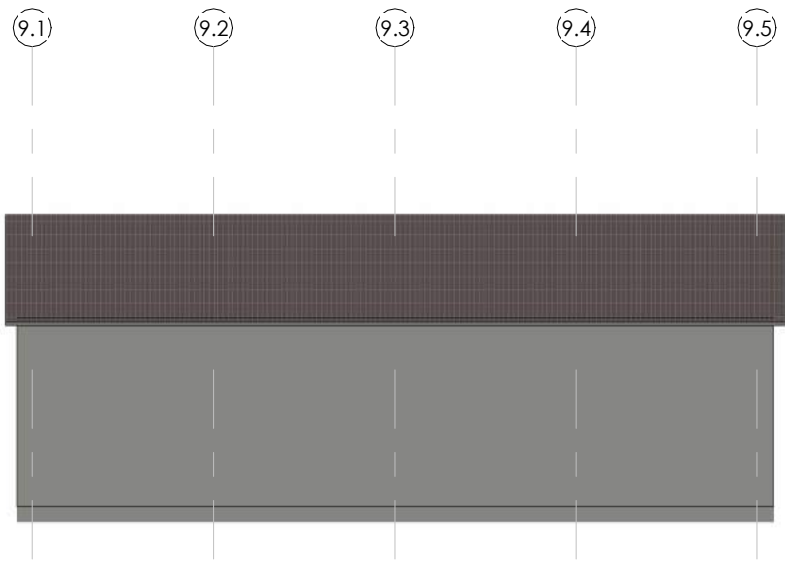
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798		Format:	A3	
Emne:	Building 09 - Section A-A	Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 100
 Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Fase:	Sketch		
		Tlf. 9713 1211			09.301		
		CVR-nr.: 27542204		Tegn nr.:			
Ubenaævnte mål er i mm.		Der må ikke måles på tegningen		Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse			



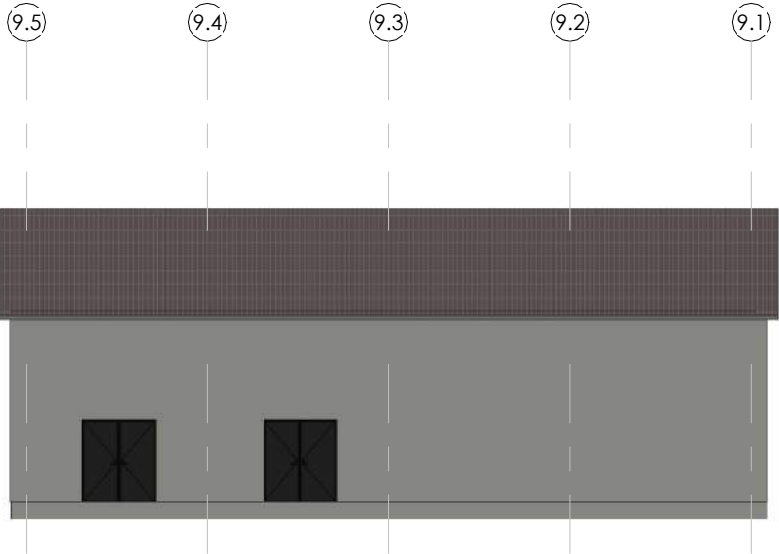
09 Facade - Nord
1 : 200



09 Facade - South
1 : 200



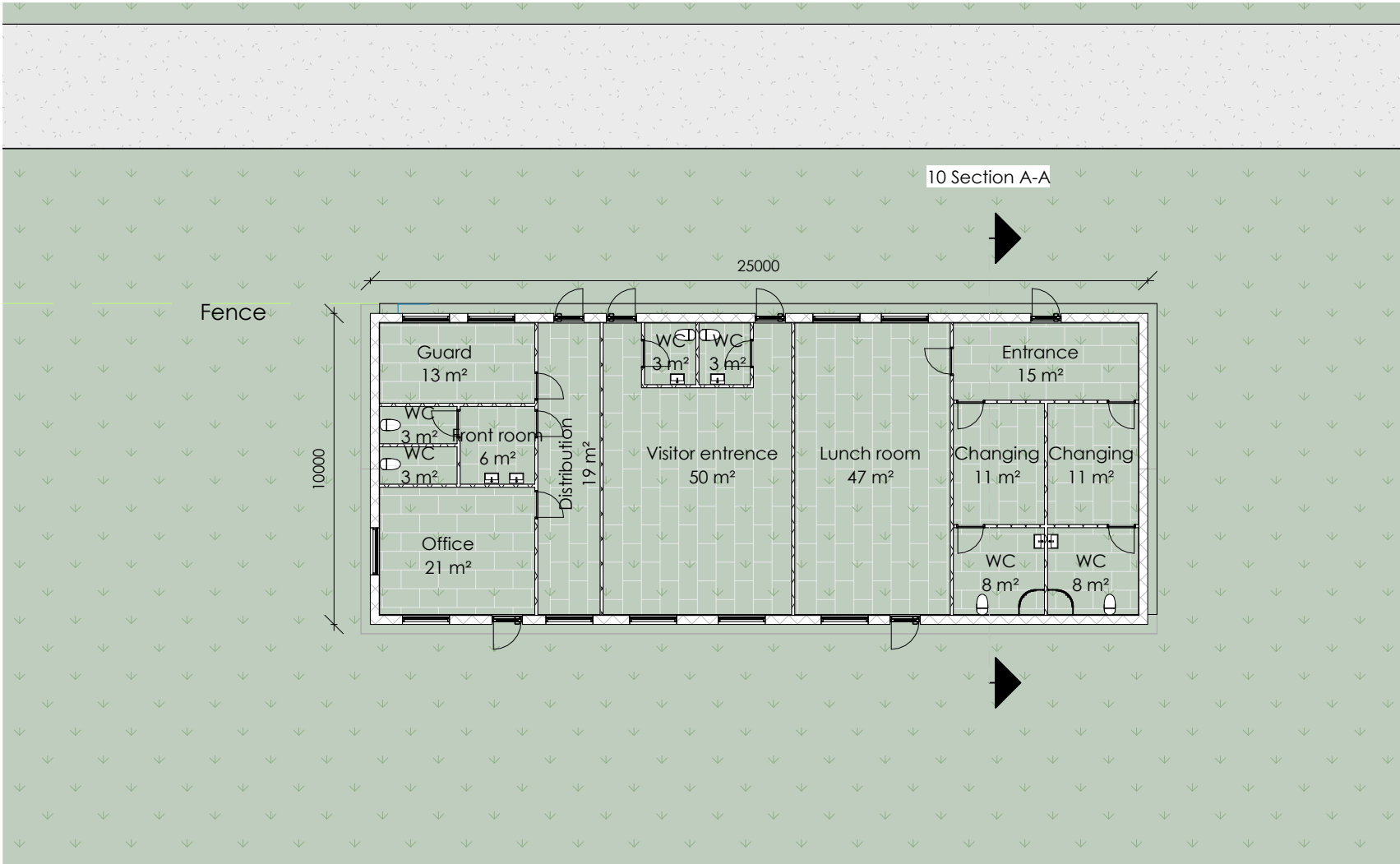
09 Facade - West
1 : 200




09 Facade - East
1 : 200

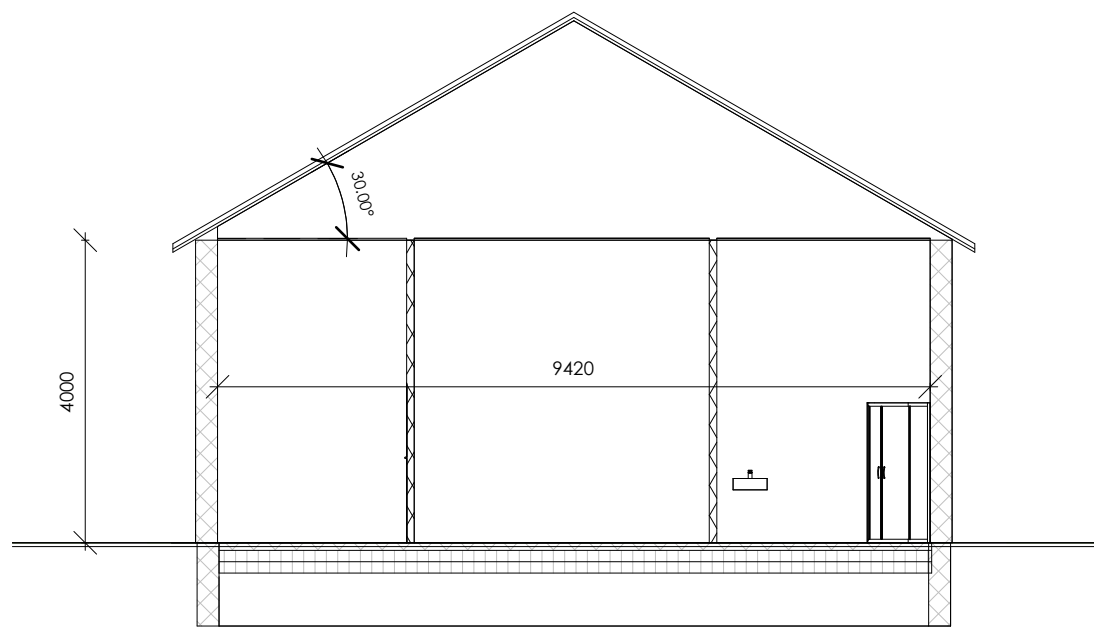
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India		Projektleder:	Henrik Ormstrup			
Bygherre mail:	marbeh@um.dk		Projektleder mail:	ho@byggeri-teknik.dk			
Bygherre tlf.:	*		Tlf.:	2151 8260		Format:	A3
Emne:	Building 09 - Facade		Tegner int.:	HO	Kontrol:	HEK	Målestok: 1 : 200
			Birk Centerpark 24, 7400 Herning			Fase:	Sketch
			Tlf. 9713 1211				
T 9713 1211 www.byggeri-teknik.dk			CVR-nr.: 27542204			Tegn nr.:	09.401





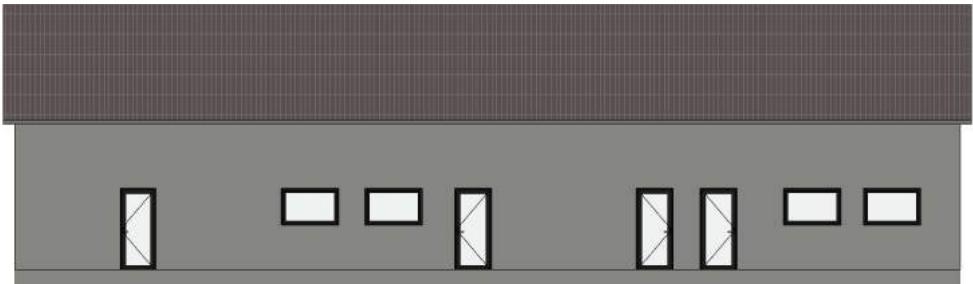
10 Floor plan
1 : 200

Byggesag:		Center of excellence - Dairy Farm				Sags nr.:		22543			
Bygherre:		Government of Himachal Pradesh, Shimla, India				Dato:		11.05.2023			
Byggeadr.:		Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India		Projektleder:		Helge Kromann					
Bygherre mail:		marbeh@um.dk		Projektleder mail:		hek@byggeri-teknik.dk					
Bygherre tlf.:		*		Tlf.:		2257 6798		Format: A3			
Emne:		Building 10 - Floor plan		Tegner int.:		HO		Kontrol: HEK			
						Målestok:		1 : 200			
				Birk Centerpark 24, 7400 Herning				Fase:		Sketch	
Rådgivere Arkitekter Ingeniører				Tlf. 9713 1211							
T 9713 1211 www.byggeri-teknik.dk				CVR-nr.: 27542204				Tegn nr.:		10.211	
Ubenaævnte mål er i mm.				Der må ikke måles på tegningen				Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse			

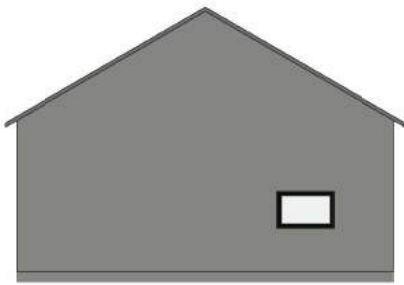


10 Section A-A
1 : 100

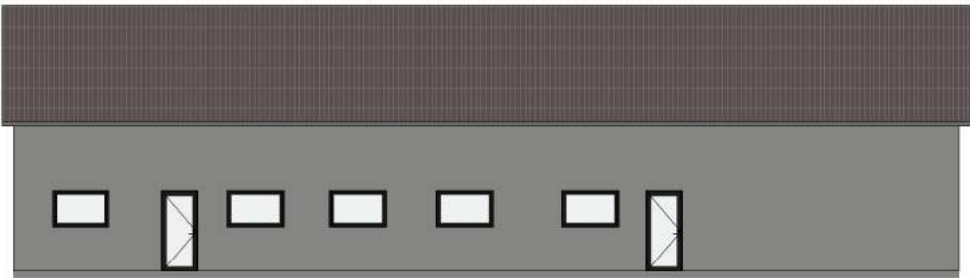
Byggesag:	Center of excellence - Dairy Farm				Sags nr.:	22543	
Bygherre:	Goverment of Himachal Pradesh, Shimla, India				Dato:	11.05.2023	
Byggeadr.:	Molah Basal, UP-Mahal Thakur-Dubara Tehsil Una, Himachal Pradesh India				Projektleder:	Helge Kromann	
Bygherre mail:	marbeh@um.dk				Projektleder mail:	hek@byggeri-teknik.dk	
Bygherre tlf.:	*				Tlf.:	2257 6798	Format: A3
Emne:	Building 10 - Section A-A				Tegner int.:	HO	Kontrol: HEK
					Målestok:	1 : 100	
<div><div><div><div></div><div>BYGGERI & TEKNIK I/S</div><div>Rådgivere Arkitekter Ingeniører</div></div><div>T 9713 1211 www.byggeri-teknik.dk</div></div></div>					Birk Centerpark 24, 7400 Herning	Fase:	Sketch
					Tlf. 9713 1211		
					CVR-nr.: 27542204	Tegn nr.:	10.301
Ubeneævnte mål er i mm.		Der må ikke måles på tegningen			Denne tegning må ikke kopieres, overlades eller anvendes til andet formål uden tilladelse		



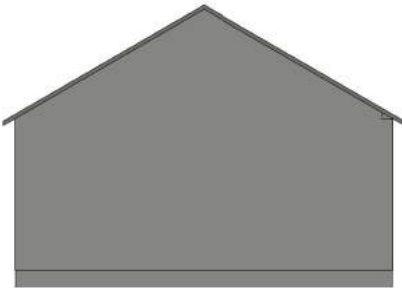
10 Facade - Nord
1 : 200



10 Facade - West
1 : 200

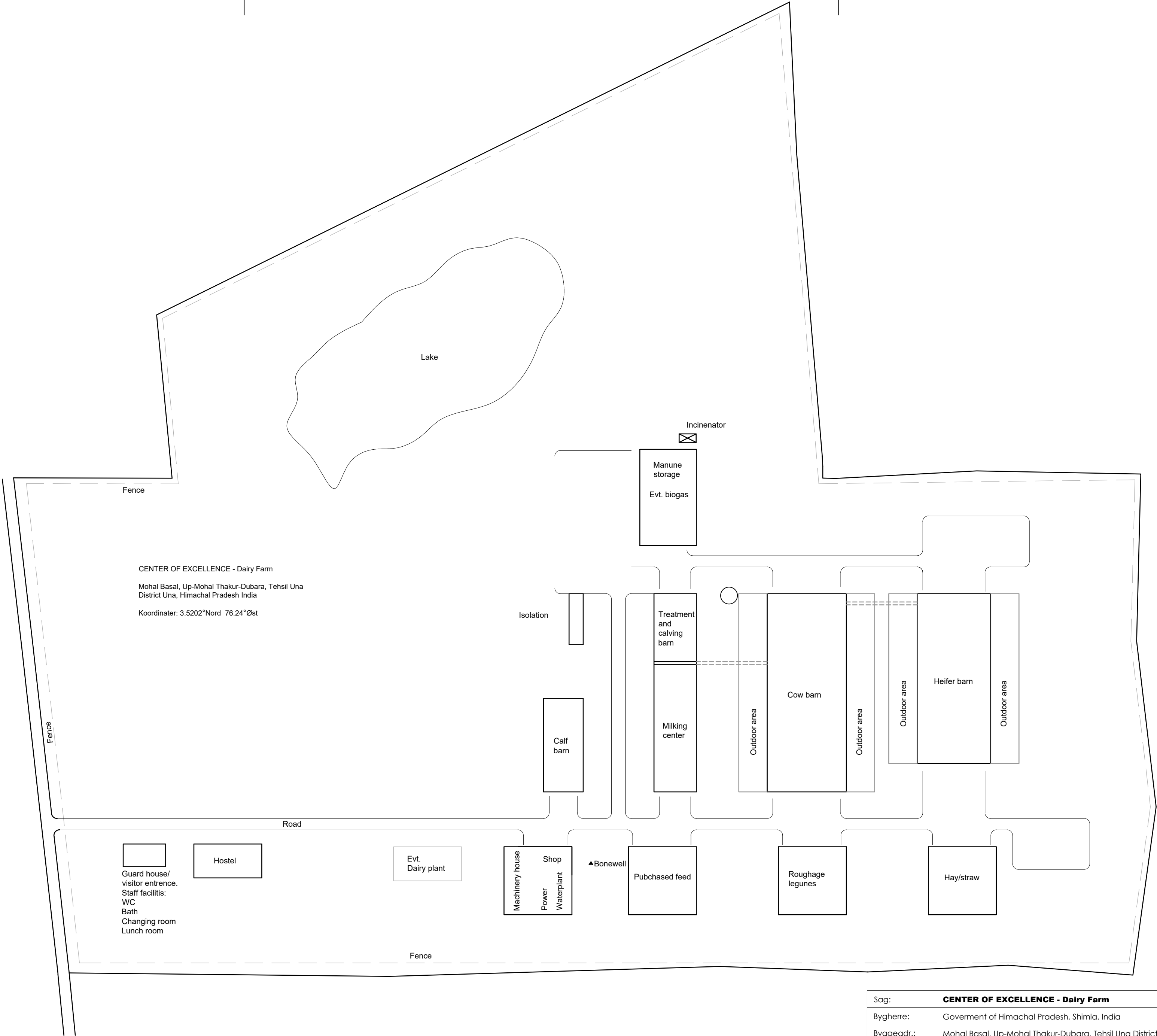


10 Facade - South
1 : 200

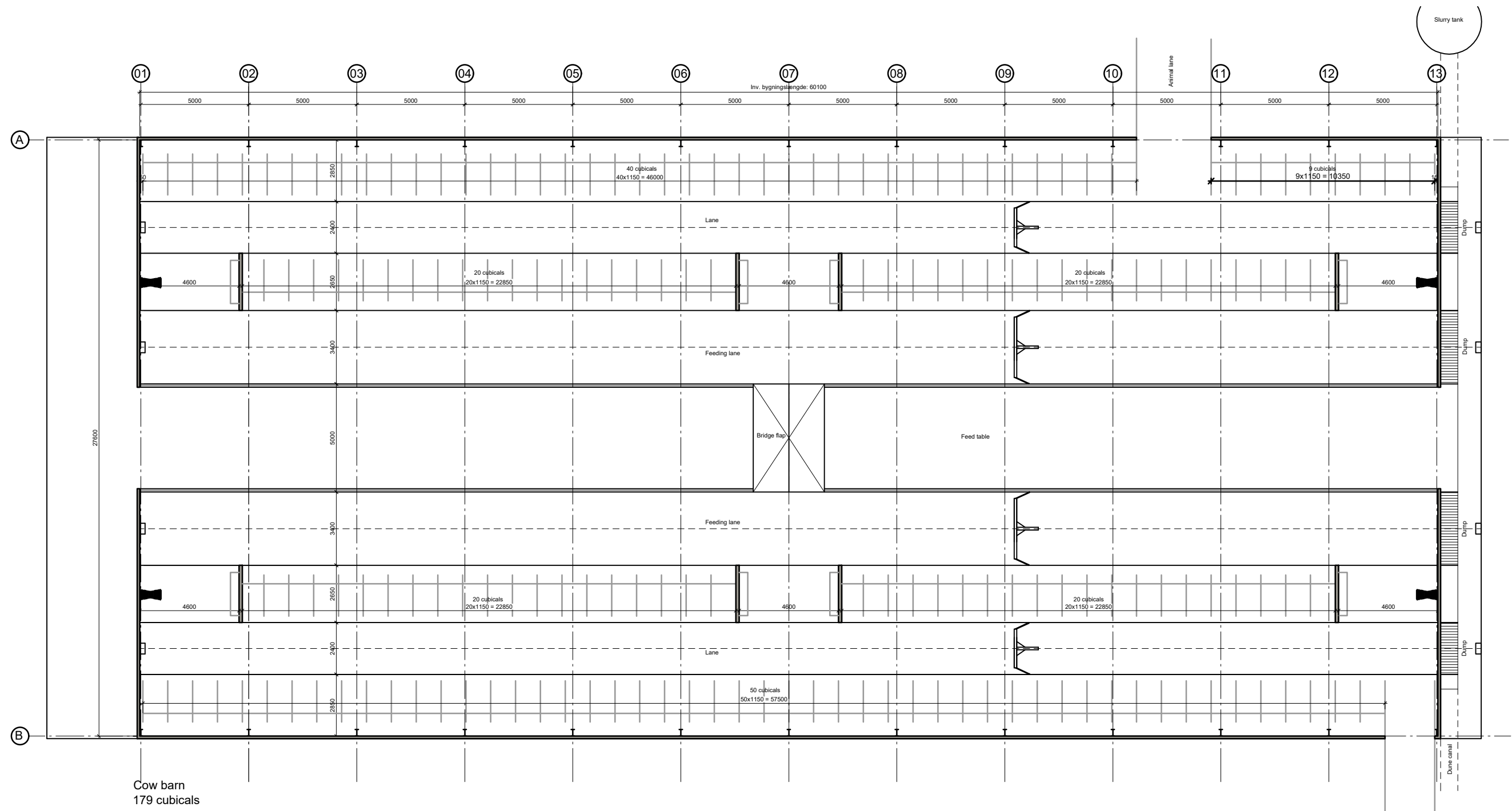


10 Facade - East
1 : 200

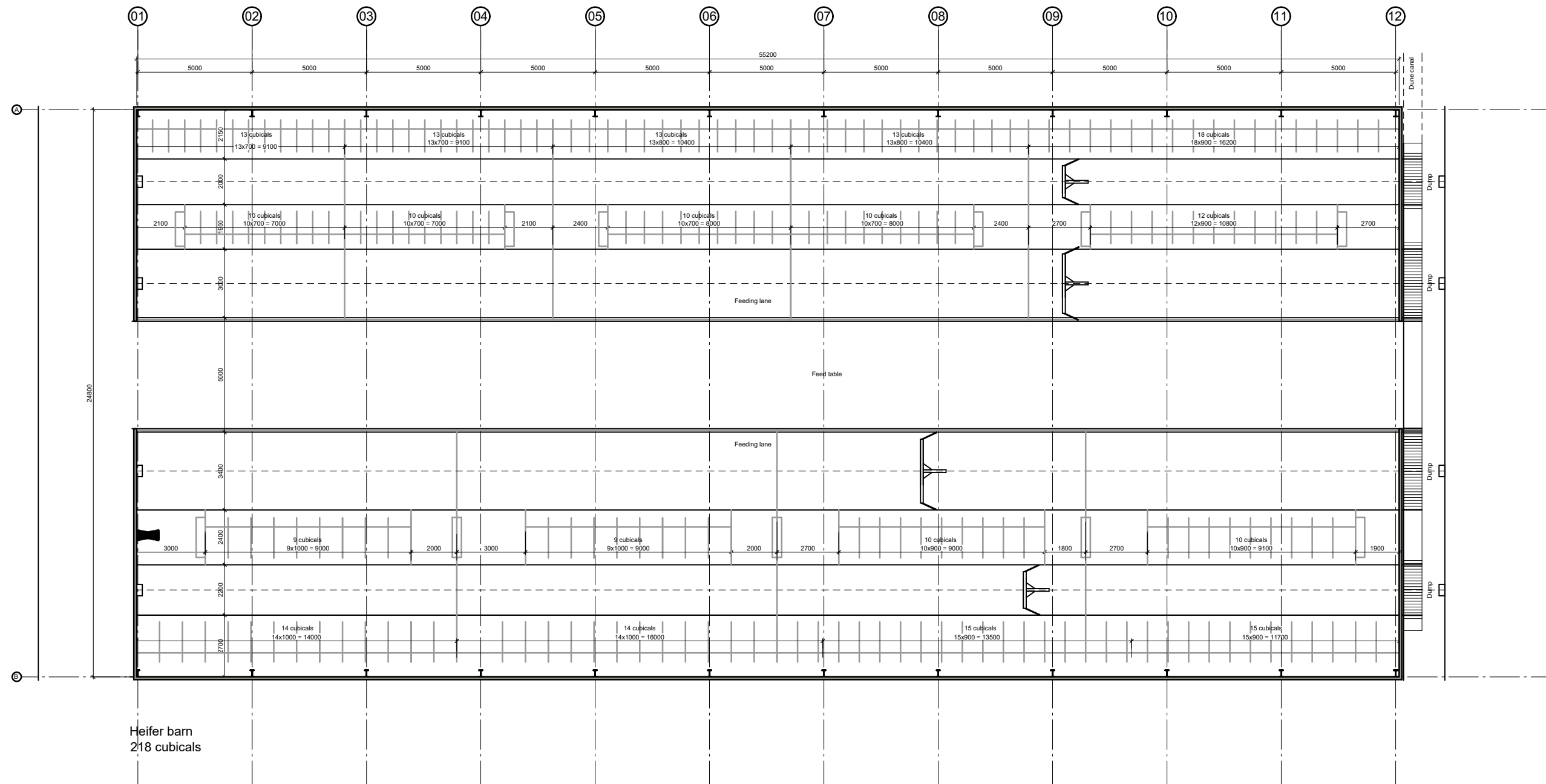
Byggesag:	Center of excellence - Dairy Farm					Sags nr.:	22543
Bygherre:	Government of Himachal Pradesh, Shimla, India					Dato:	11.05.2023
Byggeadr.:	Mahal Basal, UP-Mahal Thakur-Dubara Tehsil Una District Una, Himachal Pradesh India	Projektleder:	Helge Kromann				
Bygherre mail:	marbeh@um.dk	Projektleder mail:	hek@byggeri-teknik.dk				
Bygherre tlf.:	*	Tlf.:	2257 6798		Format:	A3	
Emne:	Building 10 - Facade	Tegner int.:	HO	Kontrol:	HEK	Målestok:	1 : 200
 <div>BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører</div>		Birk Centerpark 24, 7400 Herning			Fase:	Sketch	
		Tlf. 9713 1211					
<div>T 9713 1211 www.byggeri-teknik.dk</div>		CVR-nr.: 27542204			Tegn nr.:	10.401	




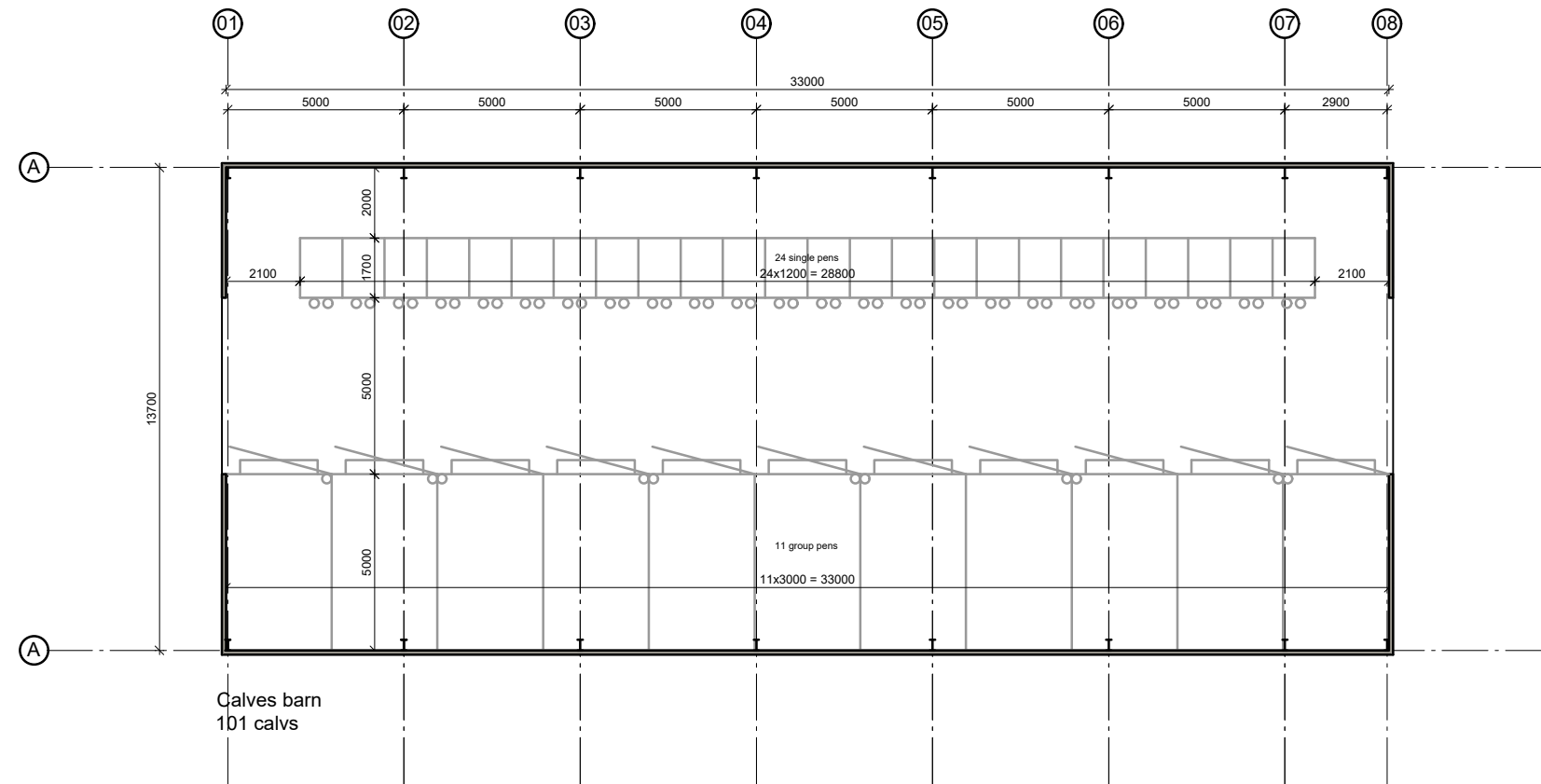
Sag:	CENTER OF EXCELLENCE - Dairy Farm		Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India		Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India			
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk		
Bygherre tlf.:	----	Sign projektleder: Helge Kromann		
Emne:	Sitplan	Sign: HO	Kontrol: HEK	Målestok: 1:1000
 <div>BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk</div>		Birk Centerpark 24, 7400 Herning		Sags nr.: 22543
		Tlf. 97 13 12 11		
		info@byggeri-teknik.dk		Tegn nr. 101



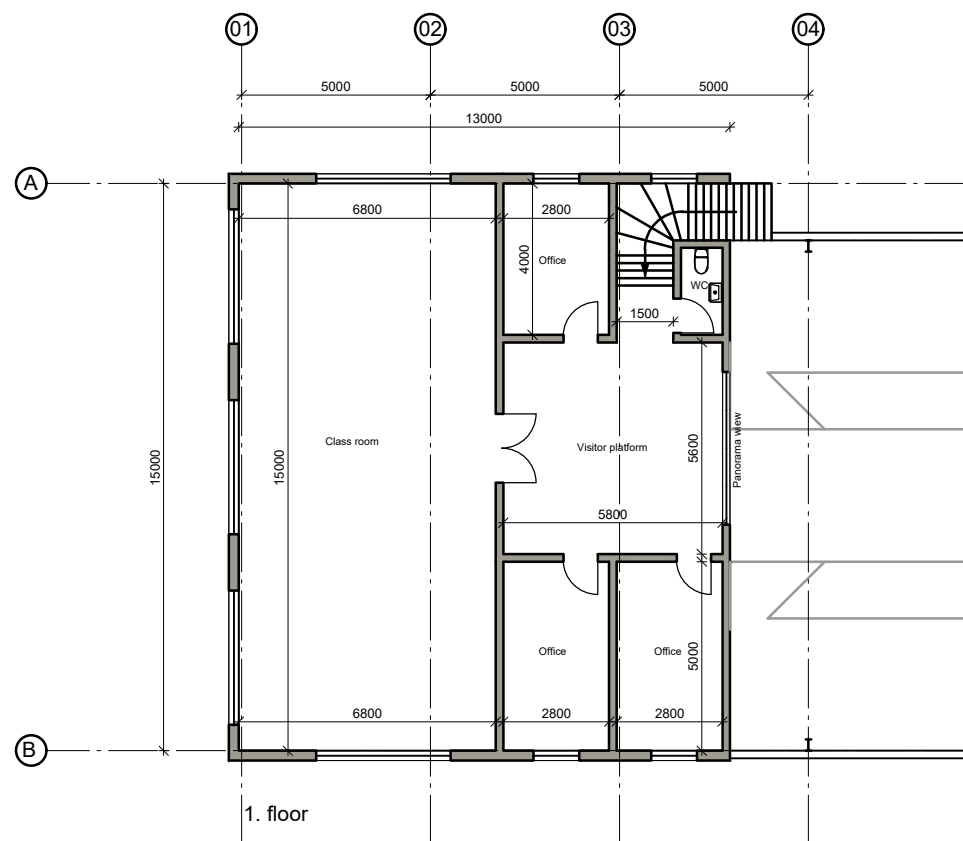
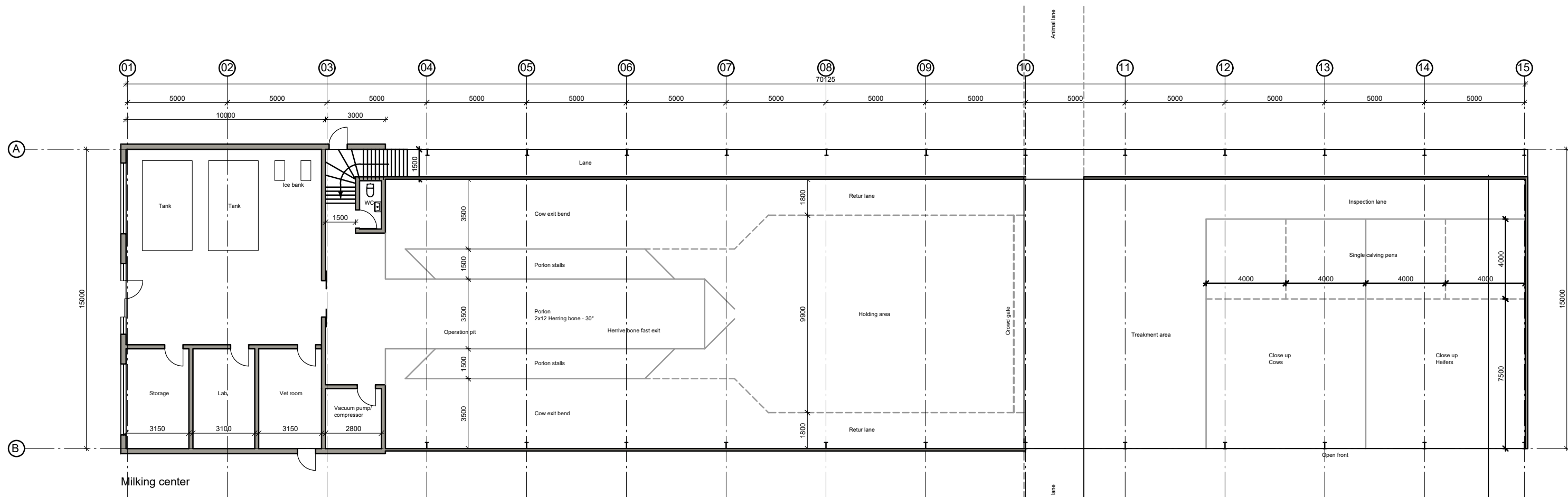
Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk		Projektleder mail: HEK@byggeri-teknik.dk		
Bygherre tlf.:	----		Sign projektleder: Helge Kromann		
Emne:	Floor plan - Cow barn		Sign: HO	Kontrol: HEK	Målestok: 1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk			Birk Centerpark 24, 7400 Herning		Sags nr.: 22543
			Tlf. 97 13 12 11		
			info@byggeri-teknik.dk		Tegn nr. 201



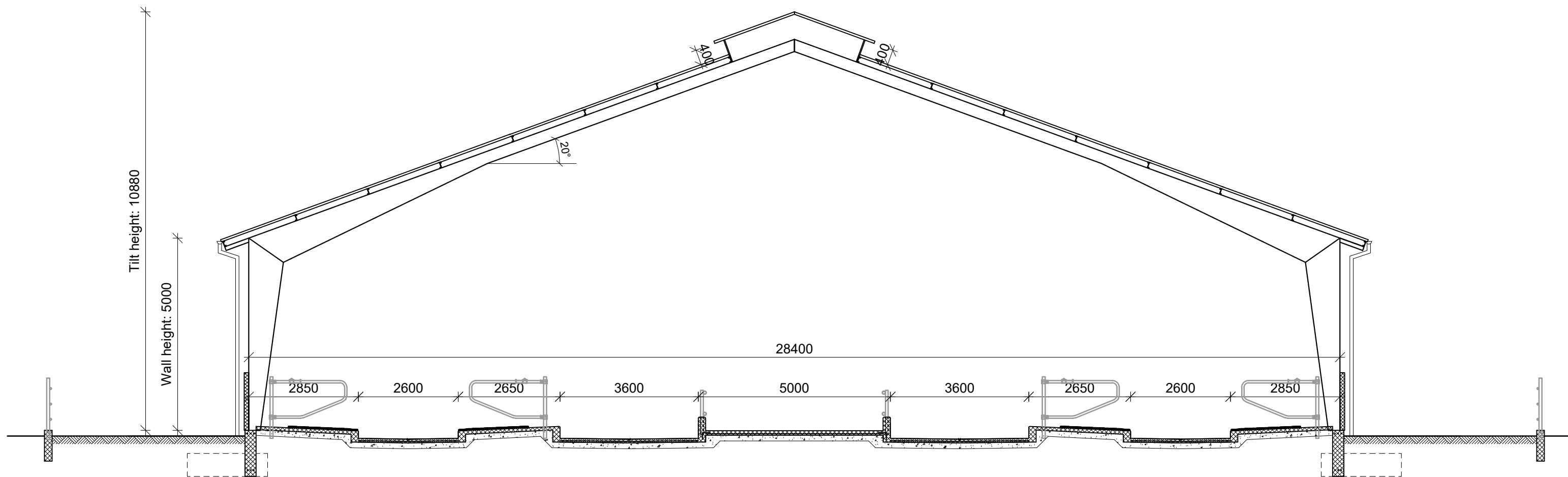
Sag:	CENTER OF EXCELLENCE - Dairy Farm		Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India		Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India			
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk		
Bygherre tlf.:	----	Sign projektleder: Helge Kromann		
Emne:	Floor plan - Heifer barn	Sign: HO	Kontrol: HEK	Målestok: 1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører		Birk Centerpark 24, 7400 Herning		
T 9713 1211 www.byggeri-teknik.dk		Sags nr.: 22543		
		Tlf. 97 13 12 11		
		info@byggeri-teknik.dk		
		Tegn nr. 202		



Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Floor plan - Calves barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11			
		info@byggeri-teknik.dk		Tegn nr.	203



Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Floor plan - Milking center	Sign: HO	Kontrol: HEK	Målestok:	1:200
		Birk Centerpark 24, 7400 Herning Tlf. 97 13 12 11 info@byggeri-teknik.dk		Sags nr.:	22543
				Tegn nr.	204

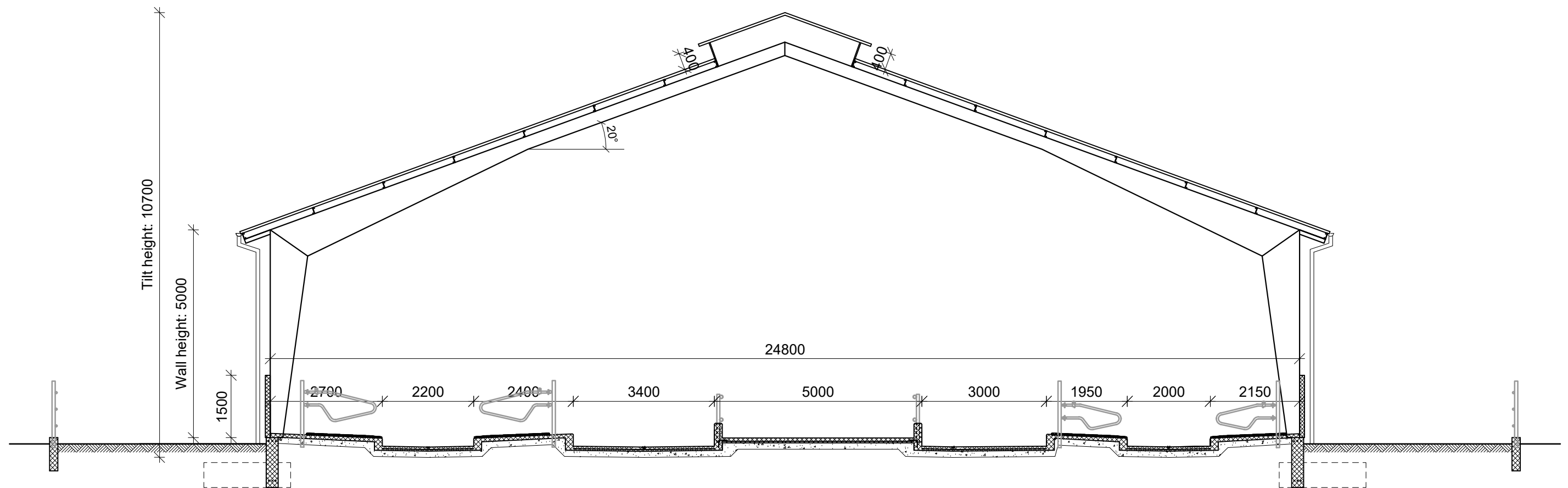


Cowshed:

- Steel frames, leg height 4.0 m. Roof slope 20o
- Module dimensions 5.0 m.
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm.) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

Interior design:
2 x 2 rows of cubicles with mattresses on each side and 1 wide continuous feeding table.
Solid drained floor with U shaped cutter and scraper.
Water troughs and cow brushes

Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Section drawing - Cow barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11			
		info@byggeri-teknik.dk		Tegn nr.	301



Heifer barn:


- Steel frames, leg height 4.0 m. Roof slope 20o
- Module dimensions 5.0 m.
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm.) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

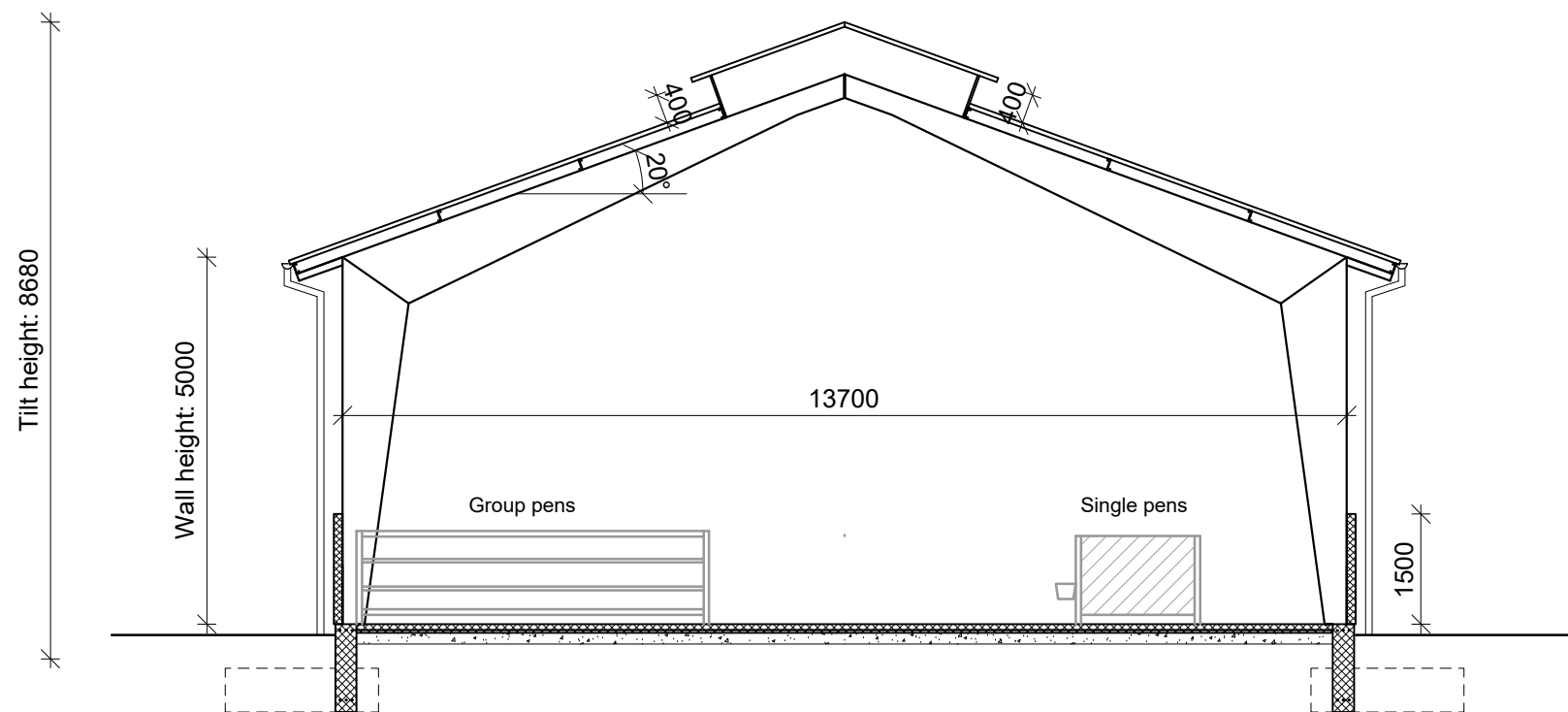
Interior design:

2 x 2 rows of cubicles with mattresses on each side and 1 wide continuous feeding table.

Solid drained floor with U shaped cutter and scraper.

Water troughs

Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail:		HEK@byggeri-teknik.dk	
Bygherre tlf.:	----	Sign projektleder:		Helge Kromann	
Emne:	Section drawing - Heifer barn	Sign:	HO	Kontrol:	HEK
		Målestok:	1:200		
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11 info@byggeri-teknik.dk		Tegn nr.	302




Calf barn:

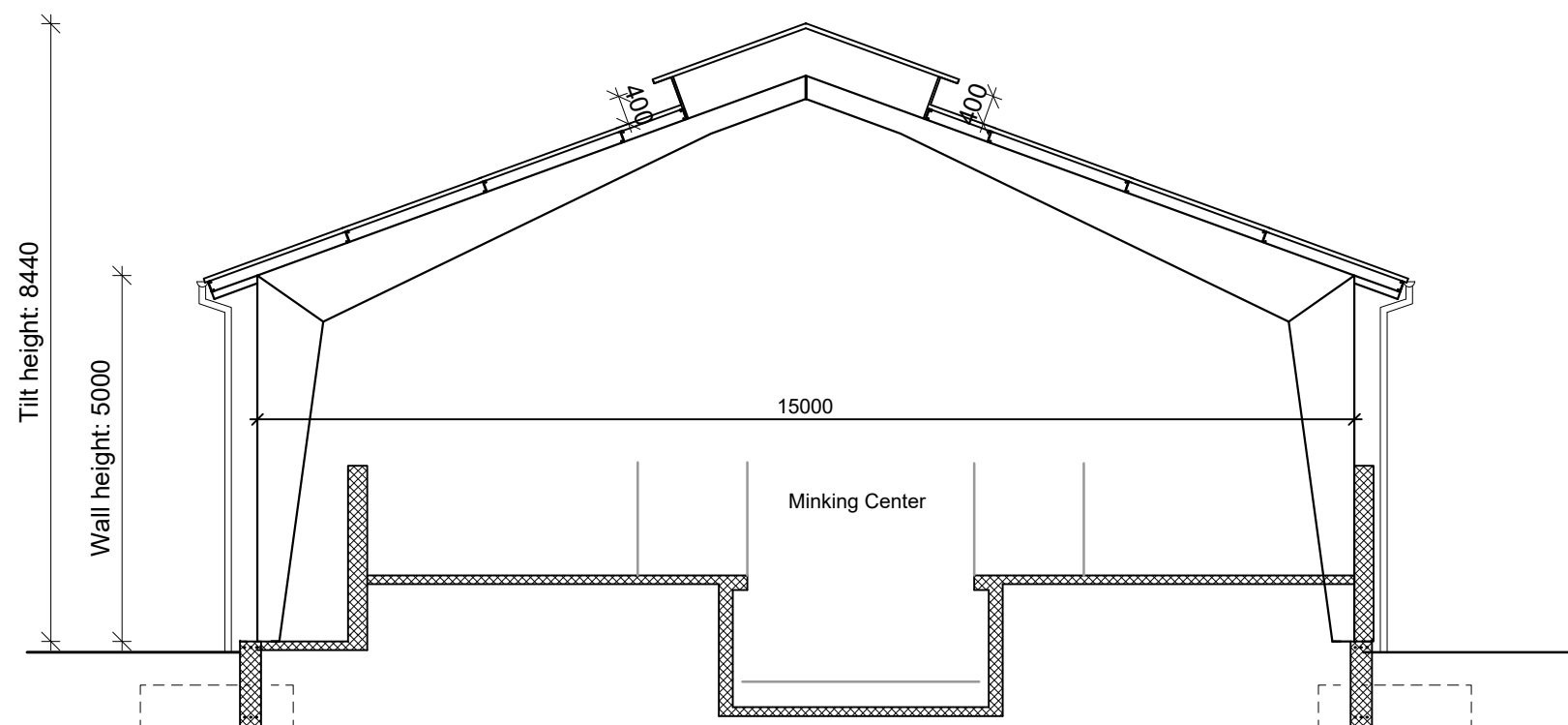
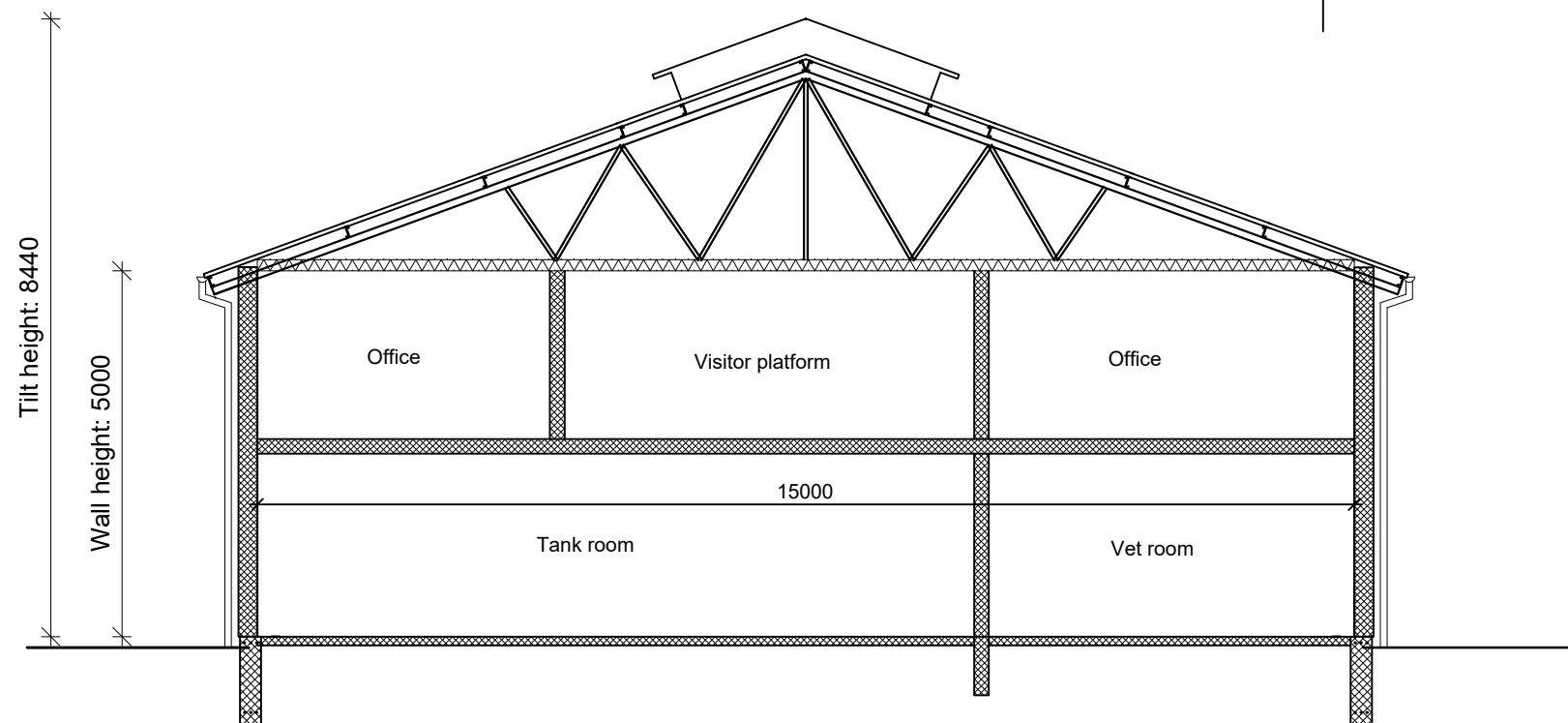
- Steel frames, leg height 3.0 m. Roof slope 20o
- Module dimensions 5.0 m.
- Steel ridge
- Roof covering - profiled steel sheets
- Raised rooftop with open tilt (40 cm.) steel plates
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains

interior design

Furnished with 1 row of single calf boxes with 2/3 closed side at the bottom and 1/3 with bars at the top.

1 row of group pens (11 boxes) with calf front (Gate with crib, feed fence and concentrated feed automat) - Water cups

Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Section drawing - Calves barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11 info@byggeri-teknik.dk		Tegn nr.:	303



Milking Center

Milking parlor and holding area

- Steel frames, leg height 4.0 m. Roof slope 20o
- Module dimensions 5.0 m.
- Steel ridge
- Roof covering - 40 mm. panel boards with insulation
- Raised rooftop with open tilt (40 cm.) steel plates
- Outer concrete walls 1.50 m above that covered with insect netting
- Gable triangles - light construction hollow-core steel and profiled steel plates
- Steel gutters and roof drains


Service room etc.

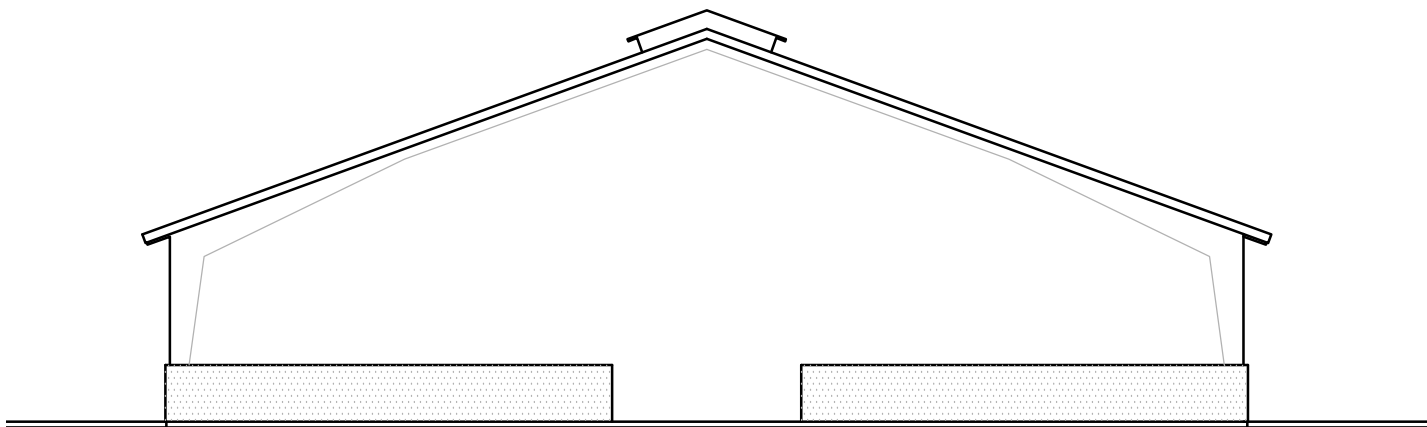
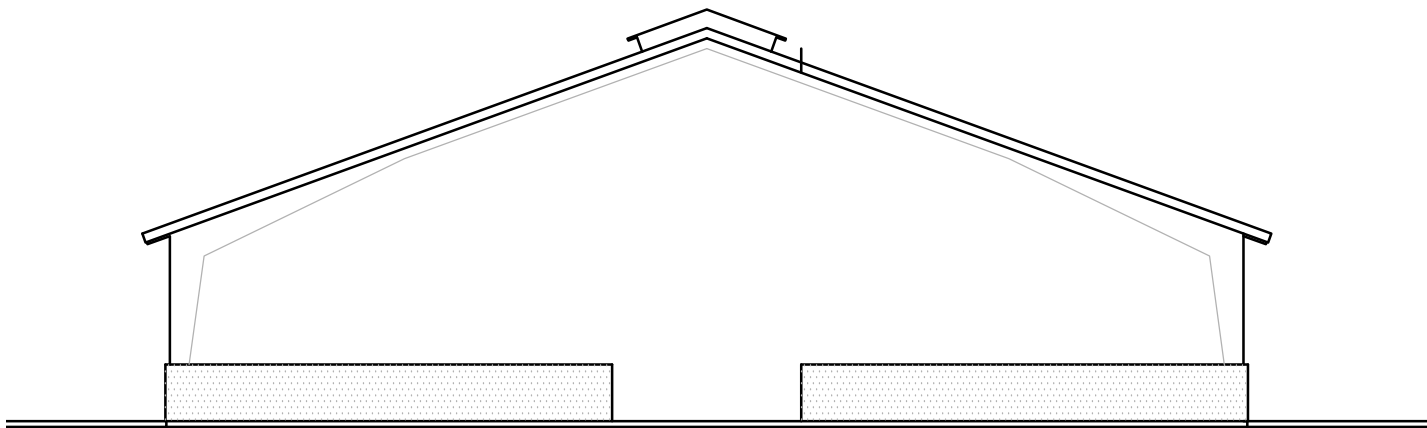
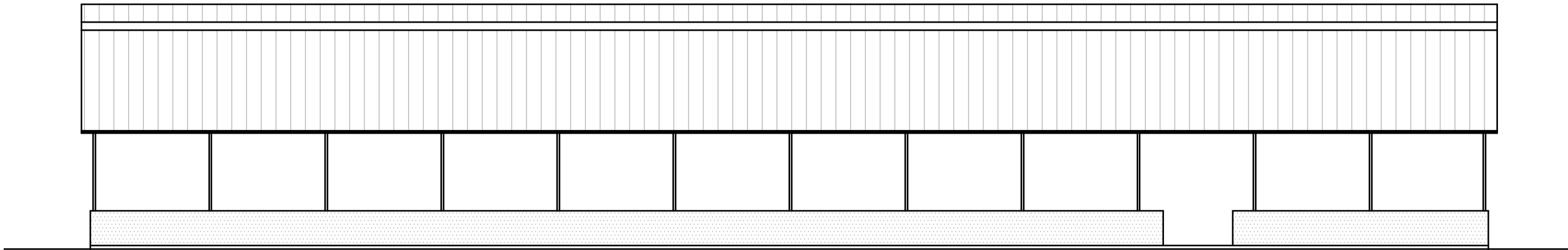
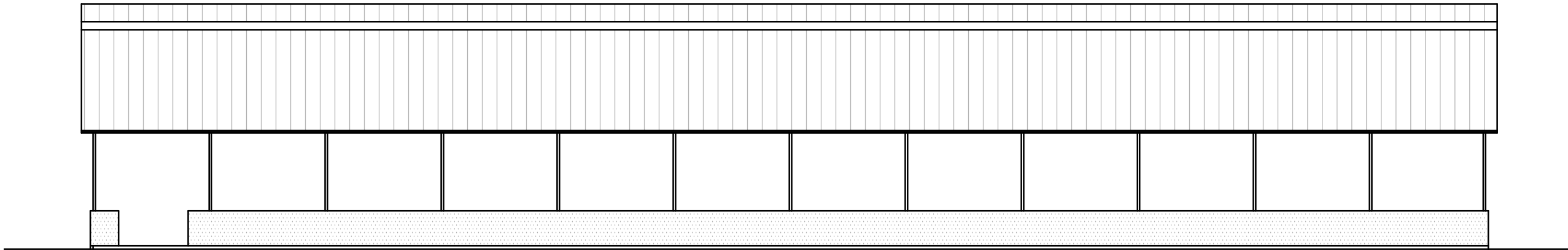
Performed in 2 floors in concrete construction with steel grid truss 20o, steel ridge and 40 mm. panel boards with insulation.

Internal walls in concrete - alternatively done as masonry

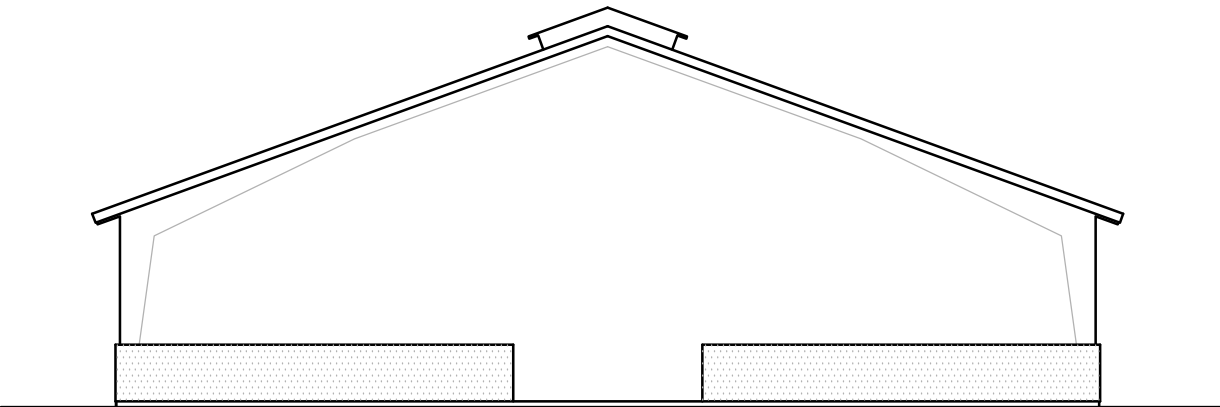
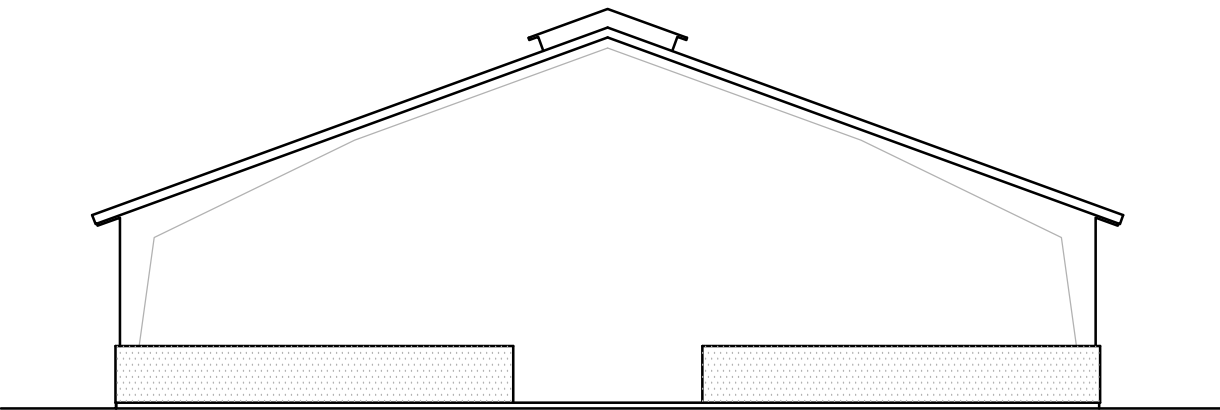
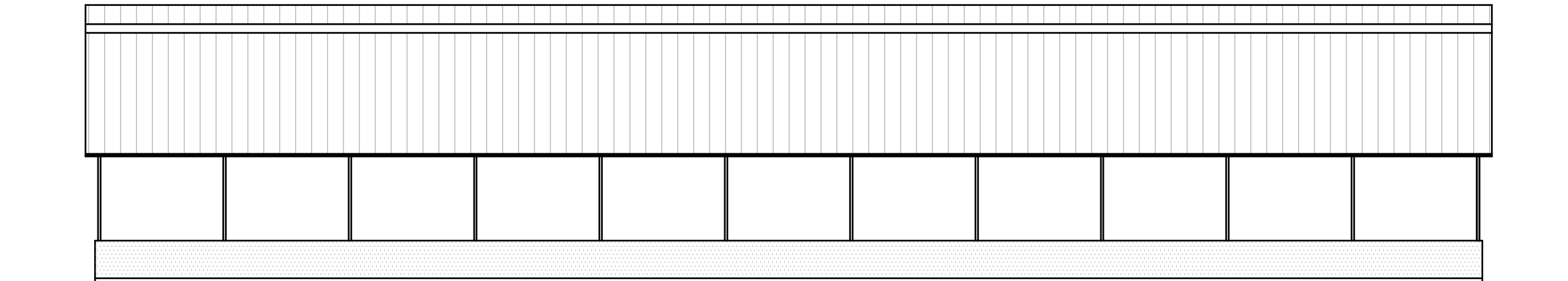
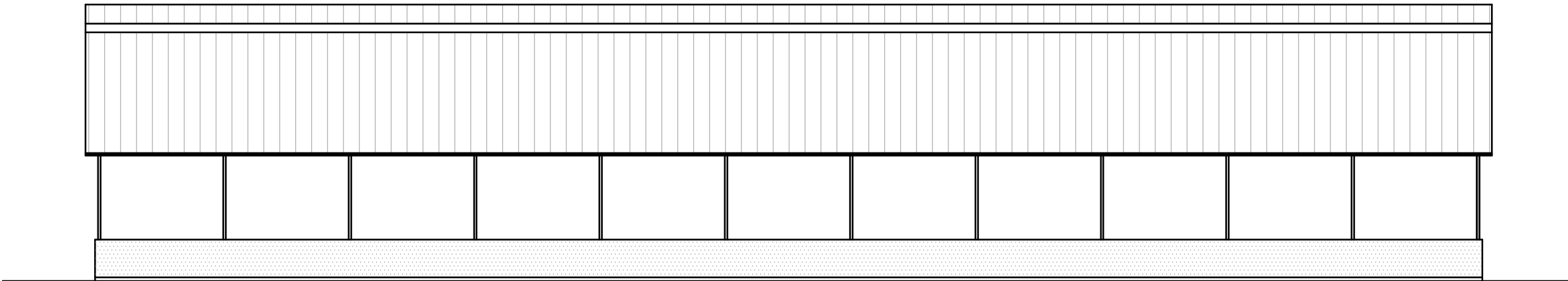
Ceiling cladding with plasterboard on the steel shell

Windows to all rooms. On the 1st floor, large windows in the classroom and offices.

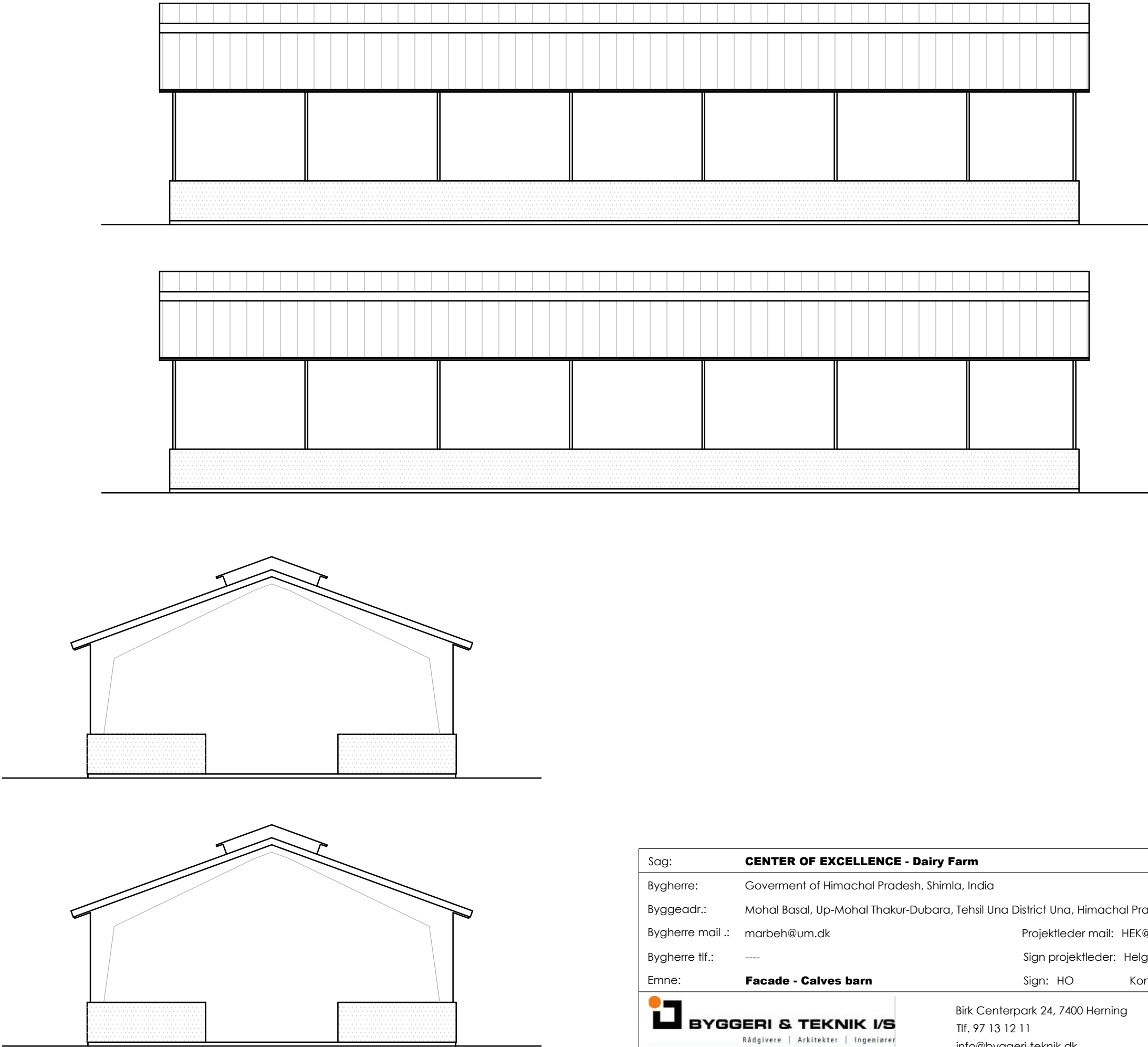
Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Section drawing - Milking Center	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11			
		info@byggeri-teknik.dk		Tegn nr.	304



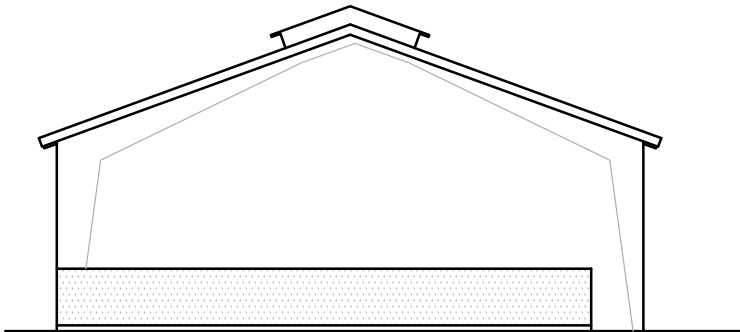
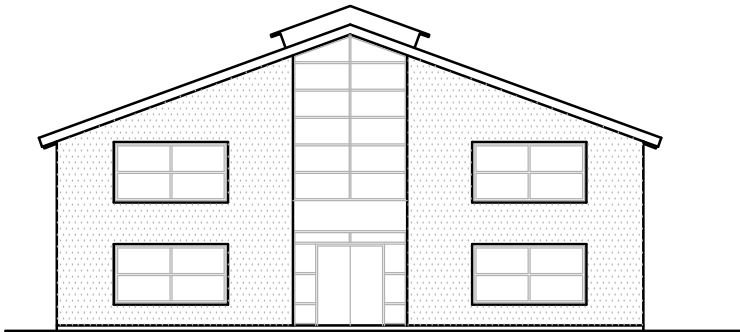
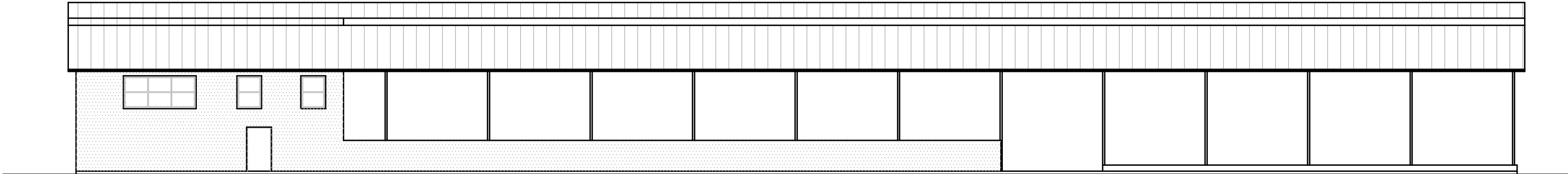
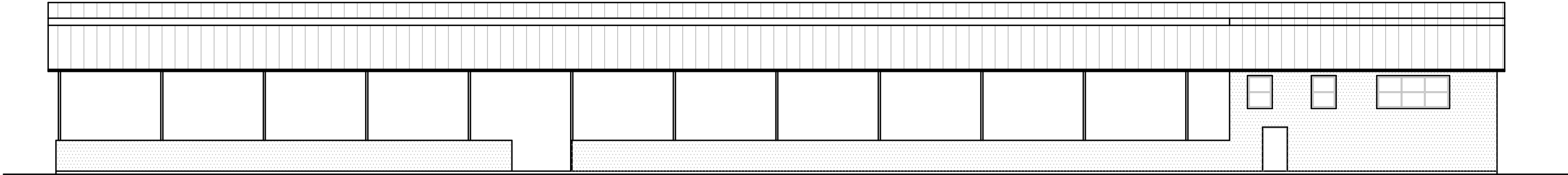
Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Facade - Cow barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 Rådgivere Arkitekter Ingeniører		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11		Tegn nr.	401
		info@byggeri-teknik.dk			
		T 9713 1211 www.byggeri-teknik.dk			



Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Facade - Heifer barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører		Birk Centerpark 24, 7400 Herning Tlf. 97 13 12 11 info@byggeri-teknik.dk		Sags nr.:	22543
T 9713 1211 www.byggeri-teknik.dk				Tegn nr.	402



Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Facade - Calves barn	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11			
		info@byggeri-teknik.dk		Tegn nr.	403



Sag:	CENTER OF EXCELLENCE - Dairy Farm			Fase:	Skitse
Bygherre:	Government of Himachal Pradesh, Shimla, India			Dato:	07.02.2023
Byggeadr.:	Mohal Basal, Up-Mohal Thakur-Dubara, Tehsil Una District Una, Himachal Pradesh India				
Bygherre mail .:	marbeh@um.dk	Projektleder mail: HEK@byggeri-teknik.dk			
Bygherre tlf.:	----	Sign projektleder: Helge Kromann			
Emne:	Facade - Milking Center	Sign: HO	Kontrol: HEK	Målestok:	1:200
 BYGGERI & TEKNIK I/S Rådgivere Arkitekter Ingeniører T 9713 1211 www.byggeri-teknik.dk		Birk Centerpark 24, 7400 Herning		Sags nr.:	22543
		Tlf. 97 13 12 11			
		info@byggeri-teknik.dk		Tegn nr.	404

Appendix 1)

Dimension sheet for 200 Cow dairy herd

Case: COE D		Sagsnr. 22543	
Presentation:			
Cows in the herd:	200	Dry period:	8
Calv per Cow per year	1,1	Calving interval	52
Replacement rate	40,0%	Calves per pen	8
Sale of heifers (after 14mdr)	50,0%	ifers by sexed semen	80%
Separation box in % of the cows	10,0%	TLC-cows (Weeks)	4
Calves per box	4	Up Heifers per mdr.	1,8
		Heifer Calves per mdr.:	14,7
		Bull calves per mdr.	3,7
		Calves per mdr.	18,3

Cow groups	weeks after calving in out	Numbers	Precondition
TLC lactating		14	
First year cows		66	
Other cows - early lactation		50	
Other cows - late lactation		50	
Lactating cows in total		179	
Separation box		18	
Drying, Cows	40	41	3
Fare of Coews	41	45	12
Close up Cows	45	47	6
Dry cows in total		21	
High pregnant heifers (2 mdr)		13	
Numbers cubicales		231	
Single calving pens		4	
Sick pens		1	
Single boxes			
Heifer calves		26	
Bull calves		14	
Number of single pens (1-6mdr)		13	
Heifer calves	88		
Number in group	Cubical vide	Length - wall	Length - double
			Age (mdr)
			Weigth Jersey
			Weigth Holstiens
			7
			132
			191
			8
			148
			213
			9
			164
			235
Small heifers	59	75	170
			160
			10
			179
			256
			11
			195
			278
			12
			211
			299
			13
			227
			321
Heifers	59	85	195
			180
			14
			242
			342
			15
			258
			364
			16
			274
			385
			17
			290
			407
Insemination heifers	29	95	215
			200
			18
			305
			428
			19
			321
			450
			20
			337
			471
			21
			353
			493
			22
			368
			514
			23
			384
			536
Pregnant heifers	44	110	240
			225
			24
			400
			557
			25
			434
			589
			26
			450
			600
High pregnant heifers	22	120	260
			245
			27
			468
			620
Heifers in total	213 stk.		