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5/2/2013

**THE H.P. STATE COOPERATIVE WOOL PROCUREMENT
AND MARKETING FEDERATION LTD.,
BLOCK NO.23, SDA COMPLEX, KASUMPTI, SHIMLA 171 009**

REGISTERED

No.1-315/2013(WF) -

Dated

To

M/s Gaurav Sales Corporation,
256, Karkardooma main Market,
Post Box No.9404, Delhi -110092

Subject: - Purchase of Poultry items- Approval of Rates –Issue of Rate Contract, thereof.

Sir,

Please refer to your tender No. GSCORP/HP/Vety/2013-14/1186 dated 29-01-2013 for the supply/purchase of Poultry items.

We are pleased to inform you that your rates for the supply of Veterinary Equipments/instruments/materials have been approved as per details hereunder:-

Sr. No.	Name of item R.C. No. 1-315/2013(W.F.)-VIII/13	Rate (in ₹) (Inclusive of VAT)
1	Feeders 3 Kgs. Capacity 8 Kgs. Capacity 11 Kgs. Capacity 13 Kgs. Capacity (Manufactured by Aggarwal Plastic Moulders 63, Rajasthan Udyog Nagar, Delhi-110033)	60/- each 165/- each 170/- each 185/- each
2	Drinkers 3 lts. Capacity 8 lts. Capacity (Manufactured by Aggarwal Plastic Moulders 63, Rajasthan Udyog Nagar, Delhi-110033)	65/- each 144/- each

The supplies will be governed by the terms and conditions as already contained in the Tender Document, the copy of which is once again enclosed duly signed.

Since your supplies will not be affected through Dumps/Depots/ Dealer with in the state of HP, the same will attract the Entry Tax levied and to be levied by the HP Government from time to time and you will be required to submit proof of payment/remittance of the same along with each and every supply individually. As per the terms of the tender (condition No. 43), the burden on account of entry tax is to be borne by the supplier i.e. you.

Please take note that the supplies be affected strictly in accordance with the specifications approved and the approved samples.

The rates are valid up till 07.02.2014.

Thanking You

Yours faithfully

Chief Executive Officer

Endst. No. As above- 2282

Dated 8-2-2013

Copy for information and necessary action to:-

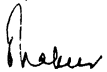
1. The Director, Animal Husbandry, Himachal Pradesh, Shimla-5 with the request to direct all the indenting officers to place the indents of the required items to HP Wool Federation, Shimla-9 so that this office is able to place confirmed orders on the approved party/s. This may please be made clear to all the indenting officer/s to not to under any circumstances place orders directly on the approved parties. **Apart from adhering to terms & conditions all the concerned DDOs/indenting officers may kindly also be advised to kindly accept the supplies only alongwith the proof of payment of Entry tax which is to be borne by the supplier only.** Further all the indenters must accept the supplies and release the due payments only after the supplies are matched with the approved samples (wherever such samples have been preserved) which are lying in your office.
2. The Joint Director, Animal Husbandry Department Palampur Distt. Kangra H.P.
3. All the Deputy Directors/Assistant Directors, Animal Husbandry Department, H.P. along with a copy of terms and conditions of Rate contract. The terms and conditions are common for all the rate contracts.

08.02.2013
Chief Executive Officer


TERMS AND CONDITIONS OF TENDER

(To be submitted in original duly signed and stamped (every page) by the tenderers as a token of acceptance).

1. Offers acceptable only in Sealed Covers and on Original Forms issued by the Federation. Photocopies not acceptable (Please attach Receipt of ₹ 1000/- (in original) towards the cost of Tender document with Tender Application Form).
2. The Envelopes containing offers must be properly sealed and super scribed as: **"Tender for the Supply of Poultry Items"**. If the envelopes are not sealed and marked as required above, the Federation will assume no responsibility for the misplacement of bids or their pre-mature opening.
3. Earnest Money Deposit (EMD) of ₹ 25000/- (₹ Twenty five thousand only) in the shape of Demand Draft drawn in favor of the Chief Executive Officer, The H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Kasumpti Shimla-171009 **(in short: C.E.O., H.P. Wool Federation, Shimla-9) payable at Shimla**, must accompany the application form. **Cash/Cheque will not be accepted under any circumstances.** Any Application without the EMD shall be out rightly rejected. The EMD of the successful bidder / tenderer shall be retained as security deposit and will be refunded/ returned after the successful execution of the orders or 12 months, whichever is later. No interest will be payable by the Federation on the EMD. The successful tenderer will also be required to deposit in addition as security, for successful and satisfactory execution of orders, an amount equal to 10% of the value of the supply orders with the concerned indenters. This security shall be refunded at the time of final payments to the suppliers by the indenters.
4. The bidder should satisfy himself of the terms prior to submitting the tender.
5. Bid sent through Tele fax / Telegram / E-mail etc. will not be accepted.
6. The bidder shall bear all costs associated with the preparation and submission of its bids and the Federation will in no case be responsible or liable for these costs, whether or not the bid is finally accepted.
7. The bidder is expected to examine the tender document carefully, failure to furnish all information required as per the tender document will result in the rejection of the bid. Incomplete tender/s shall out rightly be rejected.
8. Bids once submitted cannot be amended.
9. **The tender should be submitted in two envelopes separately containing technical bids and financial bids and both these envelopes should be enclosed in a single**



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- envelope. The envelope containing Technical Bid along with EMD shall be opened first. The Financial Bids shall be opened and finalized in respect of only those firms whose technical bids are recommended by the Technical Committee.**
10. The technical bid would be opened on **30.01.2013** at **12 noon** in the O/o of the Chief Executive Officer, The H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Block No. 23, SDA Complex, Kasumpti, Shimla-9 in the presence of representative of the parties quoting the tender, if they wish to be present. Only one representative of the party/s quoting for the tender would be permitted to participate in the tender opening. **The Financial Bids of the firms who will qualify in technical bids will be opened at 4.00 PM on the same day.**
 11. **The rates should be quoted inclusive of packing, forwarding and insurance charges etc. but excluding VAT which must be shown separately while raising the bills failing which the bill will not be entertained for payment.**
 12. The rates will remain valid for a period of 12 months from the date of finalization of tender and quoted rates will be **F.O.R., District Headquarter/pool stores of the Department of Animal Husbandry in H.P.**
 13. In the event of the tender being submitted by a partnership firm, it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney (POA) authorizing him to do so, or in the case of a company the quotations should be executed in the manner laid down in the said company's articles of association (Copy of articles of association to be added duly stamped and attested). Attested copy of the POA should be added to the tender form. The signatures on the quotations shall be deemed to be authorized signatures.
 14. All the columns of the tender form must be duly, properly and exhaustively filled in. The rates and units must not be over written. Quotations should be both in the figures and words. The words "**Not Quoted**" or **NQ** should be written against all the items in the schedule for which the tenderer does not wish to quote.
 15. Any omission in filling the columns of units and rates or over writings/cuttings not attested shall altogether debar a quotation from being considered.
 16. All corrections must be signed by the tenderers. Documents filled with lead pencil shall not be acceptable.
 17. All samples except those against accepted quotations must be removed by the supplier on a date to be specified by the Chief Executive Officer, The H.P. State Cooperative


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Wool Procurement and Marketing Federation Ltd., Shimla-9 failing which the samples will become the property of the Federation and no claim thereafter will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc. shall be no ground for compensation in any form. Similarly the successful party who is put on rate contract shall remove their samples deposited against the rate contract within 90 days of the expiry of the rate contract, where after the same shall become the property of the Federation and will be disposed off under the orders of the Chief Executive Officer, The H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Shimla-9 in such a manner as he may decide without giving any notice to the Tenderer.

18. Samples must be submitted as per notes given in schedule 'B'. Reference samples of equipments/instruments finally approved for supply will be required to be deposited with the indenting officers so as to compare the quality before final delivery. Such samples must be sent freight paid and delivered free of cost to the Chief Executive Officer, The H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Block No. 23, S.D.A. Complex, Kasumpti, Shimla-9. Each sample should bear a sealed label, marked with the tenderers name, address and reference to the item No in the schedule.
19. **All the tenderers are required to submit the literature/catalogue of equipments and samples wherever sought with the tender failing that the tender will not be considered. The tender document issued in the name of a particular tenderer is not transferable to any other tenderer.**
20. In the event of tender being accepted, the quotations/offers will be treated to have been converted into a contract.
21. The Federation reserves the right to cancel/withdraw the rate contract and to debar/blacklist any firm/party/tenderer etc. from future participation in the purchase programme/dealings and to forfeit their EMD or PSD or both, as the case may be, when such firms/party/tenderer etc. quote rates in respect of various items of stores for which tenders are invited and are approved, but such firms/party/tenderer etc. decline to enter into rate contract or fail to deposit the EMD or PSD or may supply material not conforming to the specifications /approved samples or may not execute the order successfully/as per the terms of this tender, at any point of time.
22. Income Tax and Sale Tax clearance certificates for the preceding year will have to be attached with the tender. Provided that the Government undertakings and such tenderers


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holding current valid registration, with the D.G.S. & D., and also Small Scale Industries units registered with the National Small Industries Corporation holding current valid registration certificate and also local industrial units who attach with the tender an attested copy of the permanent registration certificate issued by the General Manager, D.I.C. concerned, will be exempted from furnishing such Income Tax and Sales Tax clearance certificates.

23. Self-certificate to the effect that the tenderer has not been convicted or black listed by any State Govt. or Govt. of India must be attached.
24. There will be no binding to purchase the items specified in the tender and whose rates are being finalized.
25. Any attempt to influence the tender finalization or negotiations directly or indirectly on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any mean the acceptance of a particular tender will render the tender liable to exclusion from consideration.
26. Quantity ordered can be increased or decreased by the indenting officers or there may not be even any order i.e. there will be no binding on the department of Animal Husbandry /indenters to essentially place the order for published items.
27. Only Manufacturers or their authorized distributors/agents/ stockiest/ dealers or the sub-dealers/ agents of the above authorized distributors/ agents/ stockiest / dealers are entitled to submit their tenders. Certificate of authorization on the letter head pad of the manufacturer duly stamped and signed must be attached for all, other than the original manufacturers. All the tenderers, however, are required to submit a copy of registration certificate/manufacturing certificate issued by the competent authority/ State authority in respect of items applied in tender.
28. The successful tenderers will be required to supply the equipment within a month of receipt of the supply order.
29. In case of approved tenderer/s fail/s to supply or maintain the desired quality of the ordered material, the ordered articles/materials/equipments etc. both the EMD and Security shall be forfeited and the articles/ materials/equipments etc may be purchased from other sources and if the rates be higher, the above approved firm having the rate contract will be liable to reimburse the extra expenditure incurred on such purchases. Further, in the event of purchases from other sources because of the failure of the firm


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having the rate contract to effect the supplies of the ordered articles/ materials/equipments etc. the Federation reserve the right to call the lowest tenderer without giving any notice to the approved firm. In emergency the material may be procured even from the open market and the difference in rates, if any, will be recovered from the firm having the rate contract.

30. Conditional Tenders will not be accepted.

31. The articles to be supplied under this contract should be qualitative and equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Committee. The Supplier shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles, the decision of the tender finalization committee will be final and binding on the supplier. It will be open to committee to send samples submitted by the tenderer to any laboratory for analysis, the cost thereof will be borne by the tenderer. The approved firm shall provide/facilitate the after sale service of equipment/material as and when required. They shall also ensure supply of spares to the Federation as and when required.

32. The supplier will be responsible for damage or loss in transit and replace goods/material/equipments broken or lost within maximum 10 days from the date of notice thereof.

33. Unless otherwise specified in a requisition, bills for the whole of the goods referred to in each indent in triplicate will be prepared and submitted by the supplier to the consignee under intimation to The Chief Executive Officer, HP State Cooperative Wool Procurement and Marketing Federation, Ltd Shimla-171009.

34. The firms/successful tenderers will have to give at least 2 years warranty period from the date of receipt of the goods by the indenting Department.


35. The payment on account of supplies shall be released as per following schedule:-

a) 60% after receipt of full supplies and successful installation.

b) Balance 40% after observation of successful functioning of equipment for at least 45 days.


36. Post-guarantee maintenance/service of the material for one year from the date of expiry of the initial guarantee of two years should be provided free of cost, cost of components/spares at company approved rates will, however, be paid during this period by the department.

37. All the tenderers are required to furnish user list of supplies of similar equipment made by them along with documentary proof and an affidavit duly attested by the competent


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authority to the effect that the supplies already made were found satisfactory by the users.

38. An affidavit duly attested by First Class Magistrate / Notary Public that rates quoted/charged are the lowest and in no way higher than those quoted / charged to any other State Govt. in the Country during the corresponding period must accompany the Tender documents.
39. All the pages of tender document must be properly stamped and signed by the tenderer failing which the tender shall be out rightly rejected.
40. In case of any legal dispute in respect of this tender the jurisdiction of Courts will be at Shimla (H.P) (India).
41. **The tenderer will have to give service charges of 5% (five) of the total net value of order (i.e. after excluding VAT) to the H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Shimla. The concerned DDO/indenting officer/s will deduct the above service charges while releasing the payment to the tenderer/ approved party and remit the same as such to the H.P. State Cooperative Wool Procurement and Marketing Federation Ltd., Shimla.**
42. With a view to promote and encourage local manufacturers as per policy of the State Government, local units shall be entitled to the following preferences, as per procedure and rules, for the purchase of stores by all departments and offices of the Government of Himachal Pradesh:-
 - i) Price preference @15% (Fifteen Percent) of L1 or quoted price whichever is less.
 - ii) Parallel Rate Contract, in case they have participated in the tender process for the particular products and meet all the technical parameters prescribed for that product. in case the party/s are agreeable to supply the products at the rate and terms & conditions approved.
43. **The goods to be purchased directly from outside the State will attract State Entry Tax as applicable / to be levied by the Govt. of Himachal Pradesh from time to time and shall be payable by the supplier. All such suppliers will have to furnish the proof of payment of entry tax along with every supply failing which the bills for payment will not be entertained. The goods to be supplied through the Dump and Depot(s) within the State will not attract this Entry Tax.**
44. **In case of imported items** the following additions will also be applicable:-
 1. The tenderer should be the Authorized Distributor/Dealer of the Foreign Manufacturer in India giving the details of the manufacturer and the origin.



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2. The tenderer should submit valid Import License. The tenderer shall also produce purchase documents from the Principal manufacturer from whom in the past the purchase is carried out in the past.
 3. The import license must have effective validity at least up to the expiry of the contract under this tender.
45. If delay in the execution of the order, penalty @ ₹ 500.00 Per Day w.e.f the last day fixed for the execution of the order shall be imposed till the day of execution of the order and the successful tenderer shall be liable to make good the same or the penalty so imposed shall be deducted from the final payment of the party concerned. This is subject to the condition that the orders will be executed within additional Thirty days period starting from the last date fixed for the execution of the order. Delay after the said 'additional 30 days' may attract cancellation of orders/rate contract and forfeiture of security deposit/s at the cost and risk of the tenderer/s/party/s.
46. The duration of the tender can be increased by a period of six months from the last date of its validity at the sole discretion of the Director, Animal Husbandry Department, Himachal Pradesh without quoting any reason/s what so ever.
47. The Federation will not be in any way responsible for non-receipt or delay in receipt of tenders documents on account of postal delays. The onus of submitting the tender documents on scheduled date and time will be on the tenderer/s.
48. In case the date of opening of tender happens to be a holiday, the tender shall be opened on the next day at the same time and venue.
49. **The management reserves the right to accept or reject any or all offers without assigning any reason/s.**

READ AND ACCEPTED

I/We hereby accept the above terms and conditions and agree to the same, which will be binding upon me/us in the event of acceptance of my/ our tender. In case I/We fail to execute the agreement embodying the said conditions as and when required by the HP State Cooperative Wool Procurement and Marketing Federation Ltd. and deposit the security amounts as laid down in the Terms and Conditions of the tender or /and in the acceptance letter/supply order/s, I/We hereby agree that the securities shall be forfeited to the HP State Cooperative Wool Procurement and Marketing Federation Ltd., Shimla-171009

Signature of Tenderer/s
With Stamp and Full Address


**Chief Executive Officer,
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