



Dept. of Fisheries and Animal Resources Development, Govt. of Odisha
OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK,
KHAPURIA, CUTTACK – 753 010, ODISHA
An ISO 9001:2015 Certified Unit
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No. 1371 /FSB

Date 25.5.19

NOTICE INVITING TENDER

Sealed tenders are invited from reputed Firms/ Suppliers registered under GST in two bid system for supply of Liquid Nitrogen (LN2) at six different locations in Odisha for the year 2019-20. A complete set of Tender Papers containing the details of item with specifications, terms and conditions will be available at office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack from 28.05.2019 to 25.06.2019 upto 01.00 PM on working days within office hours on payment of non-refundable fees of **Rs.11800/-** (Rupees Eleven thousands Eight hundred only) by cash / Demand Draft, which includes cost of tender paper at Rs.10000/-+ GST @18% i.e.Rs.1800/- .The sealed tender will be received from **28.05.2019 to 25.06.2019 upto 03.00PM**. The tender papers can also be downloaded from web site www.orissaahvs.com/ www.cuttack.nic.in/ www.olrds.com and submitted along with the above cost in shape of bank draft drawn in favour of "The Joint Director, Frozen Semen Bank, Khapuria, Cuttack" payable at SBI Kalyaninagar Branch, Cuttack. Tender papers downloaded and submitted without the cost of the tender paper shall be liable for rejection.


Joint Director

Frozen Semen Bank, Cuttack

**OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK
KHAPURIA, CUTTACK - 753010**

**TENDER FOR SUPPLY
OF
LIQUID NITROGEN
FOR THE YEAR 2019-20**

TENDER FORM & TENDER DOCUMENTS

Date & time for sale of tender documents --	Dt.28.05.2019 (11.00 AM to 04.00 PM) Working day only
Last date & time for sale of tender documents-	Dt.25.06.2019 (Upto 01.00 PM)
Last date & time of submission of tender documents-	Dt.25.06.2019 (Upto 3.00 PM)
Date and time of opening of tender (Technical Bid) –	Dt. 26.06.2019 at 02.00 PM
Date and time of opening of tender (Price Bid) –	To be notified later

Total Pages – 33 (excluding Front Page)

RECEIPT OF TENDER DOCUMENTS :

PLACE OF OPENING OF TENDER :

ADDRESS FOR COMMUNICATION :

**OFFICE OF THE JOINT DIRECTOR,
FROZEN SEMEN BANK
KHAPURIA, CUTTACK - 753010**



GOVERNMENT OF ODISHA
OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK
KHAPURIA, CUTTACK - 753010

The Joint Director, Frozen Semen Bank, Cuttack (herein after referred as "JOINT DIRECTOR") invites sealed tenders in the prescribed forms from the MANUFACTURERS / Authorized distributors (herein after referred as "Tenderer") having valid manufacturing license, VAT clearance certificate as per OVAT Act, GST number, or as per tender conditions, for supply of LIQUID NITROGEN to the Joint Director, Frozen Semen Bank, Khapuria, Cuttack, for the year 2019-20 at destinations as per Table – 1. The Tenderer are requested to quote their rate towards cost of LN₂ including the delivery charges at the different destination points as maintained in Table-1. The Budget Provision for procurement of LN₂ is approximately Rs.1.50 core, which may vary according to actual requirement quantity of LN₂.

1. The Liquid Nitrogen should have minimum 99.5% purity and -196⁰ C boiling point.
 2. The rate is per MT (Metric Ton) F.O.R. at destination point. Rate shall include all relevant taxes & transportation charges as applicable.
 3. Rate per MT (Metric Ton) may please be quoted for F.O.R. destination on the Road Cryo Tanker/ Transport Cryo Container of the Department as required at destinations as detailed below with monthly/ yearly approximate requirement. It may please be noted that, escalation of rate due to increase in diesel and lubricant will not be paid during the agreement period.
 4. The cost of Liquid Nitrogen will be paid only on the net quantity received at the destination by weighing the transport vehicle with the vessel and deriving the quantity. Thus, the transit evaporation is to be borne by the Tenderer.
 5. The supply shall be made through the branches having GST/VAT/CST RC in the State of Odisha.
- A) Details of destination and approximate requirement (Bulk transfer to departmental containers) Table :- 1

Sl. No.	Delivery Destination	Metric Ton (MT)/Month (Approximately)	Packaging (MT)	No. of supplies	Interval between supplies	Mode of receipt
1	Frozen Semen Bank, At:- Khapuria Cuttack	70.000	14.00	05	06 Days	In Transport Cryo Container & Road Cryo Tanker
2	Frozen Semen Bank, At:- Chiplima, Dist. Sambalpur	27.000	9.00	03	10Days	In Transport Cryo Container
3	CDVO, Balasore At:- Remuna, Balasore	17.000	8.500	02	15 days	In Transport Cryo Container
4	CDVO, Ganjam At :- Berhampur	12.000	6.000	02	15 days	In Transport Cryo Container
5	CDVO, Kalahandi At:- Bhawanipatna	7.000	7.000	01	30 days	In Transport Cryo Container
6	CDVO, Koraput At:- Koraput	6.000	6.000	01	30 days	In Transport Cryo Container

Tenders submitted by authorized distributors must be provided with the latest authorization letters from the concerned manufactures along with valid manufacturing license of the manufacturer concerned to be addressed to the Joint Director, Frozen Semen Bank, Khapuria, Cuttack which are to be furnished in shape of attested photocopy alongwith Tenders.

SALE OF TENDER FORMS & DOCUMENTS :-

Tender Documents (Non-transferable) together with terms and conditions and Tender form is obtainable from the office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack - 753010 on payment of **Rs.11800/-** (Rupees Eleven thousands eight hundred only) by cash, which includes cost of tender paper at Rs.10000/-+ GST 18% i.e.Rs.1800/- . The same can also be downloaded from web site www.orissaahvs.com , www.cuttack.nic.in and www.orlds.com and the cost of Tender document including GST @ 18 % of Rs.11800/- can be paid in shape of Bank Draft drawn in favour of **"The Joint Director, Frozen Semen Bank, Khapuria, Cuttack"** payable at **SBI Kalyannagar Branch, Cuttack.&** to be submitted with tender document.

The cost of Tender Paper is compulsory and the money receipt so obtained against payment /bank draft should be enclosed in original along with tender papers. The cost paid for tender document is non refundable.

The tender document may be obtained from 11.00 A.M. to 04 P.M. on all working days as per the following time schedule.

Date & time for sale of tender documents –	Dt.28.05.2019 (11.00 AM to 04.00 PM) Working day only
Last date & time for sale of tender documents-	Dt.25.06.2019 (Upto 01.00 PM)
Last date & time of submission of tender documents-	Dt.25.06.2019 (Upto 3.00 PM)
Date and time of opening of tender (Technical Bid) –	Dt. 26.06.2019 at 02.00 PM
Date and time of opening of tender (Price Bid) –	To be notified later

The Tender Paper will be opened on the Scheduled dates in presence of Tenderer / their authorised representatives)

ELIGIBILITY

For Participation in the Tender.

1. The Tenderer should be a MANUFACTURER/AUTHORISED DISTRIBUTOR having valid registration of the product and valid manufacturing license. Authorized distributor who are interested to participate have to obtain necessary authorization from manufacturer along with the copy of manufacturing license of the manufacturer from whom the liquid nitrogen are to be procured for supply. In case the manufacturing firm delegates to file tender to any local distributor, the firm has to submit an authorization letter of delegation in original addressed to the Joint Director, Frozen Semen Bank,

- Khapuria, Cuttack – 753010 being passed by resolution of its Board of Director or through its Managing Director or Marketing Manager or any other Executive of the manufacturer.
2. Wherever applicable, the manufacturing company must have quality certificate for specified quality standards. (e.g. Quality Certificate and Purity Certificate) Analysis report.
 3. The registration certificate of the manufacturing company must indicate that production of Liquid Nitrogen is commenced. Only provisional Registration of the LN₂ without commencement of production of LN₂ is not sufficient.
 4. The manufacturing firm must be a manufacturer of the Liquid Nitrogen for a period of minimum of last three years' and be in domestic market in India with minimum annual turnover not less than Rs.0.50 crore for each year, in respect of preceding 3 years.
 5. The outside participants should have their branches having GST / VAT RC / CST RC in the State of Odisha or else the selected firms has to give an undertaking to open a branch inside the State before award of Purchase Order as per SGST / OVAT Act.
 6. The Tenderer must have not been blacklisted by any Govt. Offices/ Govt. undertakings / Organizations/Institutions of local self Government/Public sector in INDIA. In case it is detected later on that the participant firm is a blacklisted one, the Tender submitted by such Tenderer would be rejected forthwith and Earnest Money and/or Security Deposit would be forfeited to Government in addition to such legal action will be taken as deemed fit and proper. The Tenderer should submit declaration in this regard in Non Judicial Stamp Paper as per Format-2.
 7. The Tenderers must have experienced in supplying of LN₂ to Govt./Semi Govt. Organizations, PSUs and UNO Agencies at least for last three years.
 8. The tenderer must have minimum annual turnover of 0.50 crores for preceding three years.

For submission of tender

There shall be two bid systems. i) Technical-Bid and ii) Price-Bid.

I) Technical Bid

The tenderer have to give detail catalogue, information, manufacturing details, as per schedule along with annexure and detail required documents.

II) Price Bid

The Tenderer should quote the price of Liquid Nitrogen in separate sheet as per Annexure –VI for each destination applied for, the price offered for tender must be mentioned which must include basic manufacturing price, Excise duty, CST, GST if any & any other tax alongwith cost of transportation & forwarding charges. The GST / VAT shall be charged as per guidelines given by Finance Department, Govt. of Odisha from time to time.

In the first stage, the Technical Bids are to be opened by a committee at the scheduled date and time in presence of Tenderer or authorized representative of Tenderer. At the second stage, Financial Bids of only Tenderer will be opened whose Technical Bids/ offers accepted by the Committee for further evaluation and ranking before awarding contract by purchase committee of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack in scheduled date and time in presence of Tenderer or authorized representative of tenderer.



EARNEST MONEY DEPOSIT (EMD)

The Tenderer is required to deposit of EMD an amount of **Rs.4, 00,000/- (Rupees four lakh only)** as per the guidelines of the Government at the time of submission of Tender in lumpsum as per the following manner.

- Fixed Deposit receipt of Commercial Bank./
- Post Office Savings account./
- National savings Certificate./
- Post Office term deposit account.

The EMD is to be pledged in favour of "The Joint Director, Frozen Semen Bank, Khapuria, Cuttack".

In case of Small Scale Industries/ Micro, Small and Medium Enterprises registered with the Director, E.P. & M, Odisha will be eligible for exemption from payment of EMD in respect of the item covered in their certificate of registration subject to production of photocopy of registration certificate such as PMT Certificate /E.M.-II Acknowledgement from Director of Industries, Odisha.

Payment of Earnest Money in any other form (other than as specified above) shall not be accepted in any case. The Earnest Money to be deposited in shape of postal saving pass book/term deposit account shall stand recorded in the name of the firm and should not stand recorded in favour of any individual irrespective of the fact he is either a proprietor or a partner of the said firm. But Earnest Money Deposit in shape of N.S.C. recorded in the name of individual can be entertained.

The Tenderer shall not be entitled to claim any interest on the Earnest Money.

The Earnest Money deposited by unsuccessful Tenderer will be refunded as early as possible after the tenders are finalized and after approval of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack.

Earnest Money deposited by the successful Tenderer shall be retained & will be returned after expiry of the approved period or as per approval of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack.

The EMD will be forfeited if the Tenderer withdraws the tender or does not accept the approved rate or does not supply the items within the stipulated time as per the terms & conditions of tender or the product supplied is proved to be of substandard quality.

RIGHT OF ACCEPTANCE/REJECTION OF TENDER

The following documents shall be submitted by the tenderer as a MUST alongwith tender papers.

1. EMD (Earnest Money Deposit) or necessary document from concerned authority towards exemption of EMD.
2. Original money receipt/ Bank Draft in respect of purchase/downloading of tender documents.
3. Attested Photocopy of the up-to-date manufacturing license of the manufacturer from competent authority.



4. Attested Photo copy of up to date PAN card & Income Tax return for last three financial years.
5. Attested Photocopy of up to date GST / Sale Tax clearance Certificate / VAT clearance certificate.(in case of tenderer is exempted from GST/ sales tax/VAT or if he enjoys the benefit of deferment, he must submit documentary evidence to the effect)/ outside State bidders can produced 612-A OVAT Act or furnish an undertaking in Non-Judicial Stamp Paper if selected will supply goods, by opening branches/ Sales Depot as per OVAT Act in State of Odisha.
6. Attested photocopy of GST / C.S.T. & VAT R.C.
7. Duly filled Tender Form alongwith declaration and all Annexure.
8. Photocopy of i) Original Authorization Certificate ii) Manufacturing license of the original manufacturer in case of the tenderer is a authorized distributor.
9. Photocopy of Annual Turn Over disclosed in VAT Returns of last three years or Balance Sheet of the audited Account of last three years.
10. Declaration regarding not blacklisted by any Govt. Offices/ Govt. undertakings / organizations in Non Judicial Stamp Paper.
11. Documentary evidence in support of minimum annual turnover of Rs.0.50 crore for preceding 3 years in supply of items of Liquid Nitrogen.
12. Experience certificate of supplying the Liquid Nitrogen for not less than three (3) consecutive years to Government/ semi Government Organizations/ UNO Agencies/ PSUs etc.
13. Photocopy of Quality/Purity Certificate.
14. Photocopy of Analysis Report regarding quality /purity should be enclosed.
15. All documents should be attested by a Notary Public with seal.

No tender shall be accepted if the same is not supported with the above documents mentioned at SL. No.1 to 15. However the authority reserves the right to relax any clause for the public interest.

The right of acceptance of tender and award of contract rests with the Joint Director, Frozen Semen Bank, Khapuria, Cuttack, who does not bind himself to accept the lowest tender and also reserves himself the right to reject any or all the tender(s) received without assigning any reason whatsoever. Any dispute arises in future will be finalized by the Joint Director. The legal dispute is subject to Cuttack jurisdiction only.

SECURITY DEPOSIT

The successful Tenderer shall have to furnish the Security Deposit of 5% (five) on the value of goods indented, in the manner mentioned below within 10 (Ten) days from the date of receipt of each indent.

Fixed Deposit receipt of Commercial Bank./

Post Office Savings account./

National savings Certificate./

Post Office term deposit account./



Bank Guarantee from any Commercial Bank (model format No.-4 can be used)

All the security must be pledged in favor of "The Joint Director, Frozen Semen Bank, Khapuria, Cuttack".

The local MSEs registered with respective DICs/ Khadi, Village, Cottage & Handicraft industries, OSIC, NSIC shall pay 25% of the prescribed Security Deposit.

In the event of failure of payment of Security Deposit, the order is to be treated as cancelled and steps will be taken to procure from other sources. The successful tenderer shall not be entitled to claim any interest money on the amount of Security Deposit.

The Security Deposit will be released & returned back to the tenderer as per Rules of OGFR volume-I/ code-22 of FD circular 4939/F/13.2.2012 and as per order of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. The Security Deposit shall be forfeited in case the item of supply is found to be of sub-standard quality by the competent authority and if the supplier fails to supply indented items in time to the satisfaction of the Indenting Officer.

SIGNING OF AGREEMENT/ INDEMNITY BOND

- i) The successful tenderer will be required to execute an agreement bond on non judicial stamp paper worth Rs.500/- in the appropriate proforma available at office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack.
- ii) Indemnity bond will be required to be given by the party agreeing and assuring that in case of any complaint of losses, the contractor will pay the same to the indenting authority.

LIQUIDITY DAMAGE CLAUSES

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

VALIDITY OF TENDERS

- i. The offer price of all the Tenderer shall remain valid for acceptance for a period of 12 months from the date of publication of the Tender Notice by the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. The approved list of which will remain valid for a period of 12 month or publication of next approved list of such items whichever is later. However, if next approved list is delayed for publication beyond the 24 months as per the date line, the terms, conditions alongwith the approved price of the items as found place in the approved list may be extended against a specific period as decided by the Government.
- ii. No extension of time shall be allowed for submission of Tender under any circumstances unless otherwise specifically extended by the JOINT DIRECTOR by an advertisement in



such Indian News Papers as JOINT DIRECTOR may consider necessary or in such other manner as may deemed it fit and proper.

TENDERER'S UNDERSTANDING OF THE TENDER DOCUMENT

The tenderer shall carefully go through the tender documents and fully informed himself to all the terms and conditions contained there in before submission of the tender. If the tenderer find discrepancies or omission or should be in doubt as to their meaning relating to tender documents, he should at once inform the JOINT DIRECTOR and obtain clarification in writing prior to submission of this tender. Verbal clarification or information given by the JOINT DIRECTOR or the employees working under him or his representatives shall not be binding on the JOINT DIRECTOR.

NO CLAIM OF COMPENSATION FOR SUBMISSION OF TENDER

No Tenderer shall be entitled to claim any cost, charges, expenses etc. incurred by him or incidental therein connection with submission of this tender even though the JOINT DIRECTOR may elect to withdraw the invitation of Tender, without notice and without assigning any reason whatsoever.

Joint Director
Frozen Semen Bank, Khapuria, Cuttack



[REDACTED]

The Tenderer should read carefully all the terms & conditions before preparing the tender documents for participation in the tender.

A. Instructions to Tenderer while purchasing/downloading.

- I. Each set of Tender documents are serially page marked. The Tenderer should check the documents immediately after purchasing/downloading of the same. If there are any lapses, the Tenderer should immediately report the fact to the Joint Director for its rectification if any.
- II. The original money receipt obtained towards cost of Tender Papers should be carefully retained and should be submitted in Original at the time of submission of tender documents.

B. Instructions to Tenderer while submitting the Tender Papers.

1. It is the duty of Tenderer to sign in all pages with seal. It is mandatory to sign with seal & date where it is clearly mentioned and also in all supporting documents submitted along with annexure.
2. Capital letters should be used in filling up of the tender form and should be neatly typed/ computerized/ hand written.
3. All corrections, additions, alterations in the tender documents shall be authenticated by initial/ signature of the Tenderer.
4. Rates should be quoted on the prescribed tender form (Annexure-VI). The rates offered should be written both in figures and in words and no erasing or overwriting shall be entertained.
5. All information in these tender documents shall be in English only.
6. Tenderer, if desires may cite the Brand name /specification if any (Annexure-II).
7. Tendering firm should quote the item which is in the MANUFACTURING LICENSE. In case of quoted items from overseas manufacturers/ MNCs, it is required to submit an undertaking to furnish the manufacturing license before awarding of purchase order, if selected.
8. The rate to be quoted should be **F.O.R. destination at FSB, Cuttack , FSB, Chiplima, CDVO, Balasore, CDVO, Ganjam (Berhampur), CDVO, Koraput and CDVO, Kalahandi (Bhawanipatana) under the Directorate of Animal Husbandry & Veterinary Services, Odisha, Cuttack inclusive of packing, forwarding, transportation charges & all taxes.** The rate should be quoted in Indian currency only. It is necessary that specific brand, make etc. should be clearly mentioned on the tender paper for each item furnished to compare the composition and the rate against multiple offers.
9. The Tenderer must quote the rates of the items for which they have been specifically asked for as per tender schedule. Tenderer quoting the rates or units different from those mentioned in the tender schedule may be liable to be rejected. Tender containing clerical error / typographical error/ arithmetical mistake (s) may be liable to be rejected.
10. Tenderer who are manufacturers of the Liquid Nitrogen to be supplied by them must furnish attested copy of the certificate from the appropriate licensing authority or DIC along with the tender documents confirming that they are actually manufacturing these Liquid Nitrogen.



along with the tender documents confirming that they are actually manufacturing these Liquid Nitrogen.

11. The Tenderer shall quote the tender price at Annexure-VI, which shall be inclusive of basic rate, excise duty, packing & forwarding and transportation charges & any other taxes. The GST / VAT shall be charged as per guidelines given by Finance Department, Govt. of Odisha from time to time, on the face of the invoices submitted and such Odisha VAT / GST only will be paid to the supplier exclusive of quoted price. In case of Entry tax, the Tenderer has to deposit the Original Money receipt/payment chalan towards payment of Entry Tax in Odisha State & Entry Tax shall be paid to manufacturer of Odisha State as prescribed in OET Act. In case of outside dealers approved in the tender shall supply the goods through their branches/sales depot having VAT, RC in the State of Odisha. The outside State bidders have to submit an undertaking in Non-Judicial Stamp Paper that if selected will supply goods, by opening branches/ Sales Depot as per OVAT Act in State of Odisha.
12. In case there are really different compositions or Brands to be offered against one item and all of them confirm to the standard and specification of the required item more than one rate can be offered for consideration. But the Tenderer in all such cases shall clearly mention the make, brand, specification and shall furnish literature /brochure regarding liquid nitrogen.
13. The Tenderer is required to submit detail product brochures & leaflets providing detail information about the liquid nitrogen to be supplied alongwith warranty / guarantee if any, as per Tender alongwith the Technical Bid for scrutiny by the Technical Committee and further consideration of purchase committee, failing which the items so offered will not be considered.
14. Detail facts about machinery available for production and supply of stores & per day production capacity.
15. The price preference for S.S.I. units / MSESs located inside the state of Odisha and additional price preference for S.S.I. unit/ MSESs having I.S.I. marks for the particular product will be given in accordance with the Government industrial Policy/ Resolution in vogue. The Tenderer who are S.S.I. units / MSESs should submit relevant documents from the appropriate authority alongwith the tender documents stating the Permanent Registration number and Date and the names of the items for which registered. The word S.S.I. unit / MSESs should be marked in **Red Ink on the right hand top corner of the Tender documents.**
16. The Tender filled by the proprietorship concerned should be signed by the sole proprietor
or
should be signed by the any partner in case of Partnership firm
or
by Managing Director or Board of Director along with the authorization by means of Board of resolution in case of company.

In case of Partnership firm, the copy of partnership deed to be submitted.

or



In case of company Copy of the Certificate of incorporation should be furnished in support the firm being registered under the companies Act.

17. Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is found later on that this condition has been violated, all the tenders submitted by such Tenderer would be rejected or cancelled and Earnest Money and/or Security Deposit forfeited to Government in addition to such legal action will be taken as deemed fit and proper.
18. Tenders directly received from the manufacturers will be given preference subject to they have branches/sales depot with GST / VAT /CST RC in the State of Odisha. Tenders of any firm newly constituted, inexperienced and without credibility will be rejected. The Manufacturers / Authorized distributors having valid registration should have minimum three years experience in supplying Liquid Nitrogen to Government / Semi Govt. Organizations, PSUs, UNO Agencies etc. Besides, they should have to submit proof of annual turnover of minimum Rs.0.50 Crores in supply of Liquid Nitrogen in each financial year for preceding 3 years in support of establishing the soundness of the firm and its business credibility towards competition in the tender.
19. Also, the Tenderer shall furnish a brief write-up supported with adequate data and documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial to perform the supply contract (if awarded) within stipulated time period.

The SSI units and MSMEs in conformity with MSMEs Policy,2009 and IPR 2007 registered with Directorate of EPM in respect of the items covered in their certificate should have annual turnover of Rs.10.00 lakh for supply of such items for preceding 3 years for participation in the tender.

20. "THE PLACES SPECIFIED IN THE TENDER DOCUMENT SHALL BE SIGNED BY THE TENDERER WITH SEAL & DATE and shall bear the signature with address of 2 responsible individuals (witness) in the tender form of the Tender documents at the specified space given. Witness shall be the persons of status and their address, names, mobile number and occupations shall be stated below their signatures. The signature of the Tenderer shall be attested by Notary Public with seal.
21. **MANNER OF SUBMISSION OF TENDER :-**

All offers shall be addressed to **THE JOINT DIRECTOR, FROZEN SEMEN BANK KHAPURIA, CUTTACK – 753010.**

- i)The Technical Bid along with all documents & required annexure are to be submitted in a sealed envelope, the top of the cover must be superscribed with, "**TECHNICAL BID-for TENDER for Liquid Nitrogen -2019-20**" and name and address of the tenderer on left side of the Envelope.
- ii) The price bid comprising Annexure-VI only is to be submitted in another sealed envelope, the top of the cover must be superscribed with "**PRICE BID for Tender for Liquid Nitrogen-2019-20**"and name, address of the tenderer on left side of the envelope.
- iii) Both the Technical Bid and the Financial Bid should be sealed by the bidder in separate envelope as mentioned above, which should be inserted in the separate Tender Box in the Office of the Joint Director, Frozen Semen Bank, Khapurja, Cuttack - 753010 as per time schedule already mentioned in the tender documents. If the due date so mentioned above is declared as a holiday by the Govt. of Odisha, the last date and time

for submission and opening of tenders shall respectively be the time as aforesaid on next working day.

Tenders sealed and super scribed as above may also be sent by **Registered Post/Speed Post** addressed to the above authority so as to reach by the due date and time. The tenders will not be received in any other manner. The tender which is received after the time and date specified above will not be entertained and is liable to be rejected.

22. The offer price of all the Tenderer shall remain valid for acceptance for a period of 12 months from the date of publication of the Tender Notice by the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. The approved list of which will remain valid for a period of 12 month or publication of next approved list of such items whichever is later. However, if next approved list is delayed for publication beyond the 24 months as per the date line, the terms, conditions alongwith the approved price of the items as found place in the approved list may be extended against a specific period as decided by the Government.
23. All Tenderer should furnish up-to-date VAT/GST clearance certificate, Income Tax return for last three financial years, PAN Card, Manufacturing license, DIC & EPM registration certificate if any.
24. **THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVES THE RIGHT:**
 - a. To reject any / or all the Tenders at any stage without assigning any reason there of and not to accept the lowest Tender.
 - b. To invite fresh offers from the open market or negotiate with other tenderer quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
 - c. To purchase Liquid Nitrogen at the approved rate of the catalogue from any outsider during the Tender/ Contract Period in case of emergency, if the Tenderer fail to supply such items on short notice or stops supplying on any other matter.
 - d. To withdraw from the tender at any stage. In such contingency the selection of such item already made in favour of any Tenderer shall be treated as cancelled.
 - e. Not to give price preference to Tenderer in compliance with the existing orders issued by this State Government at the discretion of the Purchase Committee or Tendering authority.
 - f. To procure any item of the tender directly from State / Central Govt. Undertaking firms even if a tender of other parties for the same item has been offered / accepted / approved.
 - g. To make additions to or deletion from the list of consuming units / delivery points to any time during the period of validity of the tender or of the contract in pursuance of the Tender.
 - h. To process the tender groups separately.
25. Approval of items of successful Tenderer will be notified / Issued by the authority in due course. On receipt of such information, the Tenderer will have to execute an agreement on Non-Judicial stamp paper worth Rs.500.00 (Rupees five hundred) only in the prescribed format as per Finance Dept. Guidelines available with the Joint Director,

Frozen Semen Bank, Cuttack and to furnish a Security Deposit @ 5% (Five percent) of the value of one purchase order as per manner already mentioned.

26. If at any time during the period of contract, the price of any tendered item is reduced or brought down by any law or act of the Central or State Government or the Tenderer, the Tenderer shall be morally and statutorily bound to inform the Joint Director, Frozen Semen Bank, Cuttack immediately about such reduction in the contract price. The Joint Director, Frozen Semen Bank, Cuttack is empowered to unilaterally effect such reduction as is necessary in rate, in case the Tenderer fails to notify or fails to agree for such reduction of rate.
27. No payment will be made before completion of supply. Full payment will not be made against supply at destination. Payment should be made only after the receiving officer has taken delivery of Stock and found them to be satisfactory in every respect as per report of Committee constituted by the indenting officer.
28. The Earnest Money Deposit furnished by the Tenderer will be liable to be forfeited, if the Tenderer withdraws his tender at any stage after the submission of the tender or fails / refuses to enter into written agreement for the item of his accepted tender within the time specified when requested to do so or refuses to deposit Security Deposit. The Security Deposit / Earnest Money Deposit furnished by a Tenderer and even the tender is liable for forfeiture and cancellation without prejudice to any other action in the event of failure / refusal to supply order and or according to contract specification quality and / or quantity.
29. PACKAGING: Normal expected packaging should be 14.5 MT (approximately). Any higher packaging will not be accepted i.e. beyond $\pm 5\%$ range. However, indenting officer may mention lower packaging if required & it will be mentioned in the supply order. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit & open storage. The manufacturing date, batch no. etc. is to be disclosed. The supplied item shall be labelled as "For Government of Odisha use-Not for resale". Packaging Details comprising detail description of the transport container (Cryo Road Tankers) make, model, capacity, operating pressure, Explosive Licenses status etc. Delivery of Liquid Nitrogen to departmental storage Cryo containers at different destinations is to be accomplished conveniently.
30. The stock will be received within 24 hours from arrival at the destination. On arrival of the transport container at destination, the first weight will be taken by adjusting the pressure to $1\text{kg}/\text{cm}^2$ as on higher pressure leads to higher evaporation loss during decanting.
31. Abnormally low price of the item quoted by the tenderer in the Tender with some malafide intention will not be accepted, if detected and his offer will be rejected.
32. Tenderer should not be permitted to alter or modify their bids after expiry of the dateline for receipt of bids.
33. In exceptional cases where the price negotiation is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder.
34. If any situation arises, where the lowest evaluated responsive bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered on the next higher responsive bidder(s) at the rate offered by the lowest

evaluated responsive bidder, after obtaining special approval from the Government on the specific recommendation of the purchase committee and as per approval of the Joint Director, Frozen Semen Bank, Cuttack. Further, in case of emergency need when inconvenience to the public service is caused for delay in the process of procurement, the Joint Director, Frozen Semen Bank, Cuttack may go for purchase strictly as per provision of rule 13 of Appendix-6, OGFR Vol-II and as per code-OM No.-27/20111-4939 dt.13.2.2012 of Finance Department, Govt. of Odisha.

35. The supply should accompany the purity certificate of Liquid Nitrogen with every consignment.

However, if the undersigned desires to inspect the material, the manufacturing facility and stores should be offered for inspection to him or to his agent. Supplier will have to bear the charges of inspection & Testing wherever necessary.

Random sampling by person authorized by the Director, under intimation to the supplier or his representative may be done, if required and the same will be tested at any of the labs approved by Government of India or its agencies and the cost of such inspections will be borne by the successful Tenderer

36. Successful Tenderer will have to supply the LN₂ as per order placed, within the stipulated period mentioned in the supply order and failure to do so without sufficient reasons, the penalty of 1% of value will be charged per couple of days or part thereof for late delivery of goods till the date of its supply / receipt. However, the quantity to be purchased is likely to change as per the provision, sanction and requirement.

If the performance of the approved firm is found to be not satisfactory for irregular supply against indents placed during the validity period of the tender without sufficient reasons, a sum equivalent to 0.5 percent of the price of the undelivered stores of the stipulated rate for each week or part thereof during which the delivery of such stores are delayed will be recovered, and / or such stores will be purchased from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any, from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tenderer. The defaulting tender will be penalized to the extent of differences in the rate of 100% of the value of the order. The difference will be recovered from the pending bills and/or Security Deposit and/or EMD.

Besides, the earnest / security money deposited by the approved firm will not be released and the security money shall be forfeited. The tender of the firm will not be entertained in future and action will be taken to blacklist the supplier.

37. After testing of the Liquid Nitrogen, if any adverse report is received, the supplier / Tenderer will have to refund the entire cost of the item supplied along with forfeiture of EMD / SD. In case where payment is not required to be released the same shall be forfeited to Government. Beside the above, action will be initiated for black listing the Firm / supplier / Tenderer on the report of the competent authority.

38. FORCE MAJEURE- If, at any time during the continuance of this contract the performance in whole or in Part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be

entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

39. **TENDERS ARE TO BE ACCOMPANIED WITH THE FOLLOWING DOCUMENTS -**

1) Documents to be submitted with TECHNICAL BID-

- a) Covering letter in the prescribed format-1 addressing to the Joint Director, Frozen Semen Bank, Cuttack towards submission of Tender for Liquid Nitrogen.
- b) Original money receipt towards cost of tender document purchased from the office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack or Original Bank Draft towards cost of Tender Document which have been downloaded from Website.
- c) Duly filled Tender Form alongwith declaration.
- d) Duly filled Annexure-I.
- e) Duly filled Annexure-II.
- f) Duly filled Annexure-III.
- g) Duly filled Annexure-IV.
- h) Duly filled Annexure-V, VI & VII.
- i) Declaration regarding not blacklisted in Format-2 in Non Judicial Stamp Paper.
- j) Photocopy of the up- to-date manufacturing licence of the manufacturer.
- k) Photocopy of GST, VAT & CST Registration Certificate.
- l) Photocopy of authorization certificate from the manufacturer for supply of liquid nitrogen in case of authorised distributor.
- m) Photocopy of Quality Certificate and Purity Certificate.
- n) Photocopy of Analysis Report.
- o) Photocopy of Annual turnover disclosed in GST / VAT Returns of last three years or Balance sheet of the audited account of last three years.
- p) Photocopy of documentary evidences along with year wise statement in support of minimum Annual turnover of Rs.0.50 crore for preceding 3 years in supply of items of Liquid Nitrogen.
- q) Photocopy of documents along with year wise statement in relation to experience towards supplying liquid nitrogen for not less than 3 consecutive years to Government/ Semi Government Organizations/ UNO Agencies/ PSUs etc.
- r) Power of attorney in Non judicial stamp paper in Original if required.
- s) Photocopy of Partnership deed in case of Partnership firm or attested copy of Incorporation Certificate in case of Company.



- t) Photocopy of S.S.I. registration Certificate along with list of items for which such registration is done if required.
- u) Photo copy of PAN card.
- v) Photocopy of Income Tax return for last three financial years.
- w) Photocopy of the up-to-date GST / VAT clearance certificate in form-VAT 612 as per Odisha VAT Act. Foreign Companies / Bidders from outside the State can produce GST / VAT Clearance in form VAT 612-A or required to furnish an undertaking in form of an affidavit in non judicial stamp paper stating that they have no business in the State of Odisha and they will produce the same after opening of their branches in the State of Odisha immediately after selected as successful bidder and before award of purchase order. In case of Tenderer exempted from GST / Sales Tax/ VAT or if he enjoys the benefit of deferment, he must submit documentary evidence to the effect. As per the Finance Department Circular the participant Tenderer should be a registered dealer in Odisha State, so all the Tenderer should aware about this and outside state Tenderer must open their sales branch / depot in Odisha immediately after finalisation of approved list.
- x) Brief write-up and documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial. Details fact about machinery, production per day & production capacity.
- y) Details of brochure, literature towards liquid nitrogen.
- z) Annexure-VII (check list) to be filled mentioning details of document submitted with proper page marking of documents submitted.
- aa) All the documents should be attested by Public Notary.

II] Documents for PRICE BID-

- i) Only Annexure-VI duly filled to be submitted.

40. Checking of documents by the Tenderer.:-

It is the responsibility of Tenderer to check the detail submission of the documents as required, to make signature as required, complete filling of tender forms & Annexure. A final check is also required before submission of the tender.

41. Verification of Original documents :

The Tenderer has to come with the original documents for verification and examination by the Technical Committee for their satisfaction on the date of opening of Technical Bid.

42. Participation of Tenderer/ Authorized Representative during opening of bids :

The Tenderer should be present in the date & time of opening of technical bid / price bid as required and they have to submit proof of identity such as Voter ID Card, PAN Card, Driving License, Aadhar card or any other satisfactory proof of



identification before entry into the hall of office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack. The Tenderer can send their authorized agents on their behalf with due authorization and proof of identification as mentioned above. No other persons are allowed. The Tenderer/authorized representative must leave the hall as and when required as per instruction given by Chairman of the said committee or as directed by the JOINT DIRECTOR.

43. Any dispute arises out of the contract shall be settled amicably. However, the decision of the Joint Director, Frozen Semen Bank, Cuttack in this regard shall be treated as final.
44. Any legal dispute is subject to Cuttack jurisdiction only.

**Joint Director
Frozen Semen Bank, Cuttack**



TENDER FORM

From

M/s

.....

.....

To,

The Joint Director,
Frozen Semen Bank, Cuttack - 753010

Sub : Tender for LIQUID NITROGEN - 2019-20 (Notice No. Dated
.....)

Dear Sir,

In response to your advertisement in thedated..... "Tender for Liquid Nitrogen for the year 2019-20". I/ We, a Company / a Partnership Firm / an Association / Sole proprietor in the case of a firm, an association of a syndicate (please set out here full name of all partners or members)

.....
.....
.....
.....

..... carrying on business
at.....

..... hereby tender to supply the Liquid Nitrogen as per specification at the firm rates quoted in the schedule attached.

2. I/ We agree that this offer shall remain valid for a period of 12 months from the date of publication of tender notice for acceptance by purchase committee, if the offer is withdrawn before the said date, I/we shall be liable for damages to the extent of the percent or my/our Tendered value & pay you the same forthwith on demand without protest or demur.



3. I/We hereby agree to abide by and fulfil the terms & conditions set out in the INVITATION TO TENDER INSTRUCTIONS TO TENDERERS CONDITIONS OF THE TENDER SCHEDULE AND ANNEXURES HERETO, which shall be deemed to form a part of this tender & I/We return herewith all these documents attested on each page in token of my / our acceptance thereof.
4. I/We hereby further agree to notify the Joint Director, Frozen Semen Bank, Cuttack at any time whether before or after acceptance of my / our tender any change in the address and or constitution of my/our firm/association / syndicate either by death or retirement of any partner or by the admission of a new partner of member or otherwise (this clause shall apply where tenderer is a firm / association or syndicate)
5. I / We do hereby certify that I am / we are real manufacturers / authorised distributor and my/our financial position is quite sound to fulfil the contract.
6. I/We hereby declare that this Tender and your acceptance to be notified by you shall constitute a valid and binding contract between us.

In presence of

Signature of Tenderer with seal & date

Name:

Designation :

Full Address:

1. Signature of Witness

Name :

Occupation :

Full Address:

Mobile No.:

Tel. No. :

FAX No.:

E Mail ID :

Mobile No.:

Tel. No. :

2. Signature of Witness

Name :

Occupation :

Full Address:

Mobile No.:

Tel. No. :



DECLARATION BY THE TENDERER

1. That I / We
..... am / are
the authorized nominee(s) / authorized signatory of the firm
..... hereby submit tender to the Joint Director,
Frozen Semen Bank, Cuttack -753010 for the supply of Liquid Nitrogen for the year
2019-20. That I/We have read the terms and conditions as mentioned in this tender
form carefully and that I shall/we will abide by to all the terms and conditions
contained therein.
2. That I am / we are well acquainted with the facts about the firm and the information
provided in the tender form is true and correct.
3. I / we may be punished as per law for any wrong information misleading facts
provided in the tender form besides rejection of my / our tender
4. In case and any disputes the jurisdiction will be Cuttack only.
5. Force measure conditions contained in the Terms & Condition is accepted by
Company.
6. I / We am / are bound to supply Liquid Nitrogen to the destinations of the state of
Odisha on the same terms and conditions and on the same rates as approved in the rate
contract, till commencement of the new Rate Contract, of the Joint Director, Frozen
Semen Bank, Cuttack at his discretion desires to give extension to the said rate
contract over and above the validity period.
7. I will supply LN2 as per the demand of the Joint Director, Frozen Semen Bank,
Cuttack or Indenting Officer(s) on his/her behalf continuously and smoothly without
any disturbance. Else I will be liable for disciplinary action as mentioned in the Terms
& Conditions of the Tender Form.

I have carefully read the general & specific terms and condition of the tender for
supply of Liquid Nitrogen for the period at least for 12 months from the date of approval of
tender and I solemnly declare that the terms & conditions are acceptable to me and binding on
me.

Place :

Date :

**Signature of Tenderer
(Seal)**



ANNEXURE – I

1. Name of the Firm :
2. Complete Address of the firm :
Telephone No.-
FAX No.-
Email ID-
3. Constitution of the firm :
 - a) Proprietorship or
 - b) Partnership or
 - c) Company (as applicable)
4. Name of proprietor / :
Or Managing Partner /
Or Managing Director (as applicable)
5. PAN No. of the firm :
6. Whether Manufacturer/ :
Or Authorised Distributor
- 7 a) Name of the proprietor/ Partner/ Director/ :
Manager/ Executive Officer/ Authorised
person for signing the tender
b)His/ Her Mobile No. :
c)His/Her PAN No.
8. Bank Account Type & No. of the firm :
Name of the Bank
Address of the Bank
IFC Code
MICR Code
(Which will be required for payment purpose)
- 9 (i) Detail about Sales Tax Registration :
 - a) Outside State VAT Reg. No.: –
TIN :-
CST / Reg. No.:-
GST Reg. No.:-
 - b) In Odisha State- VAT Reg. No.:-
CST Reg. No. :-
GST Regd. No
- (ii) Address of the branches/ Sales depot at
Odisha State.

10. Name of the person whom contact can be made for immediate discussion whenever necessary
Mobile No.:-
11. Whether solvent or not? Details thereof
12. Period of filing of last Income Tax Return

CERTIFICATE :

Certified that the information furnished above are true and correct to the best of our / my knowledge and belief. In case any or all the information given above or the Tender documents is or are found to be incorrect at any time, I undertake the liability to be proceeded within any manner. Any change or changes in regard to the information furnished will be intimated by us / me as and when such changes occur.

Date:
Seal:

Signature of the

Prop./Partner/Managing Director / Manager/
Executive Officer / Authorised signatory

(Strike out which ever not applicable)



Annexure-II

Detail Technical Information about Liquid Nitrogen

Sl. No.	Name of the Item	Specification/Brand	Unit

**Signature of Tenderer
with Seal & Date**



DETAILS OF YEARWISE MANUFACTURING TURNOVER**For Manufacturer /Authorized Distributor –**

Name of the tenderer & Full Address	
Phone Nos.	
Date of Inception	
License No. & Date	
Issued by	
Valid upto	

For Manufacturer**A. Details of Manufacturing capacity and year wise turnover of Liquid Nitrogen.**

Year	Installed production capacity	Actual Production (MT)	Value of production (in Rs.)
2016-17			
2017-18			
2018-19			

Signature of Tenderer with seal & date

B. For authorized distributor

Name of Authorized distributor	
Address	
Name of companies for which the bidder is Authorized distributor(letter of authorization is to be attached)	
Name of Manufacturer, Full address*	

(The detail about the concerned manufacturer is to be filled by Authorised distributor in format –1)

Signature of Tenderer with seal & date



Annexure-IV

**Statement in relation to Turnover of Rs.0.50 Crore for last three years each,
towards supply of Liquid Nitrogen.**

Name of the firm

Year	Name of the firm to whom supplied	Order No./ date	Value of order	Total Value to be mentioned for the year which should be at Rs.0.50 Crore or above
2016-17				
2017-18				
2018-19				

Signature and seal of the Tenderer with date



Annexure-V

Statement in relation to experience towards supply of Liquid Nitrogen to Govt./ Semi Govt./ Organisations/ UNO Agencies/ PSU etc. for last three years.

Name of the firm

Year	Name of the Govt./ Semi Govt./ Organisation/ UNO/ Agencies/ PSU to whom Liquid Nitrogen supplied.	Order No./ date	Value of order
2016-17			
2017-18			
2018-19			

Signature and seal of the Tenderer with date



ANNEXURE – VI

**FORMAT for Price Bid towards Liquid Nitrogen
(F.O.R. Destination in Departmental containers)**

(In Rs.)

Sl. No.	Delivery Destination	Distance from production point to delivery point (Kms.)	Specification	Basic rate per Metric Ton (MT) ex-factory	Total offered price for tender per MT (5+6+7)		
					GST	Packaging / forwarding & Transportation Charge upto destination	Total
1	2	3	4	5	6	7	8
1	Frozen Semen Bank, At:- Khapuria, Cuttack						
2	Frozen Semen Bank, Chipilima, Dist. - Sambalpur						
3	CDVO, Balasore AT :- Remuna Dist:- Balasore						
4	CDVO, Ganjam At:- Berhampur						
5	CDVO, Kalahandi At:- Bhawanipatna						
6	CDVO, Koraput At:- Koraput						

* Rate should be mentioned in Rs. Both in figure and word(s).

**Signature of Tenderer
with Seal & Date**



ANNEXURE – VII

**List of enclosures attached to the Tender Documents:
Check List**

Sl. No.	Name of the Documents submitted	Page No. at which submitted	Remark
1	2	3	4
1	Covering letter as prescribed in Format -1.		
2	Original money receipt/ Original Bank Draft towards cost of tender document or supporting documents towards exemption.		
3	Duly filled Tender Form alongwith declaration.		
4	Duly filled Annexure-I.		
5	Duly filled Annexure-II.		
6	Duly filled Annexure-III.		
7	Duly filled Annexure-IV		
8	Duly filled Annexure-V, VI & VII		
9	Declaration regarding not blacklisted in Format-2 in Non Judicial Stamp Paper		
10	Attested photocopy of the up to date manufacturing licence of the manufacturer.		
11	Attested photocopy of valid drug licence for the items from competent authority.		
12	Attested photocopy of GST / VAT & CST Registration Certificate.		
13	Attested photocopy of authorization certificate from the manufacturer for supply of liquid nitrogen in case of authorised distributor.		
14	Attested photocopy of GMP and GPC Certificate.		
15	Attested photocopy of Quality Certificate and Purity Certificate.		
16	Attested photocopy of Analysis Report		
17	Attested photocopy of Annual turnover disclosed in VAT Returns of last three years or Balance sheet of the audited account of last three years.		
18	Attested photocopy of documentary evidences in support of minimum Annual turnover of Rs.0.50 crore for preceding 3 years in supply of items of liquid nitrogen.		
19	Attested photocopy of documents in relation to experience certificate of supplying of liquid nitrogen for not less than 3 consecutive years to Government/ semi government Organizations/ UNO Agencies/ PSUs etc		
20	Power of attorney in Non judicial stamp paper in Original if required.		
21	Attested photocopy of Partnership deed in case of Partnership firm or attested copy of Incorporation Certificate in case of Company		
22	Copy of S.S.I. registration Certificate along with list of items for which such registration is done, if required.		
23	Attested Photo copy of PAN card.		

24	Attested photocopy Income Tax return of the financial year 2017-18 or 2018-19, whichever is the latest.		
25	Attested Photocopy of the VAT clearance certificate having validity up to 31.03.2018 in for VAT 612 as per Odisha VAT Act. or VAT Clearance in form VAT 612-A or an undertaking in form of an affidavit in Stamp Paper in original.		
26	Specimen signature with atleast three (03) signature of the Tenderer being attested by Gazetted Officer or Notary Pubic with seal.		
27	Brief write-up alongwith documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial. Details facts about machinery available for production and supply of stores & per day production capacity.		
28	Details of brochure, leaflets towards Liquid Nitrogen.		
29	Any other documents as necessary		

The tenderers can add further sheet of paper if they have to submit any other documents required for the tender in the above format. (PLEASE CHECK REGARDING PUTTING OF SIGNATURE, SEAL ETC AND DATE IN OF TENDER DOCUMENT AND DOCUMENTS SUBMITTED WITH THE TENDER)

Signature of the Tenderer
In full with seal & date



To

The Joint Director
Frozen Semen Bank, Cuttack

Subject: Submission of Tender for supply of Liquid Nitrogen (LN₂). For 2019-20.

Dear Sir,

This is in reference to your Tender Notice No...../dt..... inviting proposals for the above supply. I/We.....(name of the firm) are pleased to submit our proposal for the supply of Liquid Nitrogen for 2019-20.

We have enclosed supporting information/ documents with respect to technical proposal in Envelope 1 to aid in evaluation of our proposal and financial Bid in Envelope 2 in separate sealed cover.

We hereby certify that all the documents and information contained in the submissions are true and correct to the best of our knowledge. We also state that we have read and understood the terms and conditions mentioned in the tender document and agree to abide by them. We further state that we are ready to undertake such supply order as per requirements laid down in the tender document.

We understand that submission of this bid does not confer any right to us for selection. We also understand that the Purchaser reserves the right of accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tenderer.

Further I/We have submitted tender paper cost & EMD whose details are given below.

- i. Tender paper cost of Rs.11800/-
 - a) Bank Draft No./ Date-
 - b) Name of the Bank
Or
Money Receipt No./date
- ii. EMD Rs.4,00,000/- submitted in shape

(Detail of Bank Draft No. or NSC No., Name of the Bank/ Post Office to be mentioned)

Thanking you

Yours truly,

Signature of the Tenderer
with date & seal



Declaration for not being Black listed

I/We.....S/o.....

on behalf of firm M/s.....hereby
declare that our firm has not been blacklisted by any State Govt./ Central Govt., Govt.
undertakings/ organisations/ institution of local self Government/ public sector in India, in
case it is detected later on any source, our tender may be rejected & EMD / or security
deposit may be forfeited to Government and we will accept if any legal action is initiated in
this regard.

Signature of Tenderer with seal & date
Name of the Firm.....

NB: *(to be submitted in Non Judicial Stamp Paper)



Model Bank Guarantee Format for furnishing EMD

Whereas.....(hereinafter called the "tenderer") has submitted their offer dated for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that we of having our registered office at are bound unto (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of20.....

The Conditions of this obligation are:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/ execute the contract.

WE undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at*(Name & Address of the*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our..... * branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district head quarters or the State headquarters.



Model Bank Guarantee Format for Performance Security

To

The Governor of Odisha

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no Dated..... to supply.....(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with it obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

Our..... Branch at*(Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....* branch a written claim or demand and received by us at our* branch on or before Dt. other wise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district head quarters or the State headquarters.



Schedule

Detail Product Catalogue/ Information Brochure to be provided

Sl. No.	Name of the Item	Specification	Unit
1	Liquid Nitrogen	Liquid Nitrogen with 99.5% purity and -196 ^o C boiling point	Metric Ton (MT)

