



**OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK  
KHAPURIA, CUTTACK – 753 010, ODISHA**

**An ISO 9001:2015 Certified Unit  
E-Mail – [jdfsbctc@gmail.com](mailto:jdfsbctc@gmail.com)**



**EOI No. 1815 date 10.07.2024**

The Joint Director, Frozen Semen Bank, Khapurja, Cuttack invites Expression of Interest (EOI) from the in intending firms/ organizations / agencies for supply of approximately 4 lakh doses High Pedigree Semen of different breeds for genetic improvement of Cattle for the State of Odisha in phased manner within a year from the date of signing of MOU with the supplying firm. The details of the Expression of Interest (Non-transferable) as well as terms and conditions and information docket are available on the Directorate of AH &VS website <https://dahvs.odisha.gov.in> and Collector office, Cuttack website [cuttack.odisha.gov.in](http://cuttack.odisha.gov.in) Interested parties are requested to download the required documents and submit their response to the undersigned at the above mentioned address along with the cost of the EOI document of Rs.5900/- ( including of GST) in shape of Bank Draft drawn in favour of the Joint Director, Frozen Semen Bank, Cuttack payable at Cuttack.

The cost of EOI documents is compulsory and the bank draft should be enclosed in original along with the EOI documents. The cost paid for EOI documents is non refundable. The EOI documents must be deposited within date 09.09.2024 at 5 PM.

*[Handwritten Signature]*  
10.7.24

**JOINT DIRECTOR  
Frozen Semen Bank, Cuttack  
Email: [jdfsbctc@gmail.com](mailto:jdfsbctc@gmail.com)**



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INFORMATION DOCKET

"On supply of 4 lakh doses of High pedigree frozen semen from different Bidders for genetic improvement of Cattle for the State of Odisha in phased manner for the year 2024-25"

Frozen Semen Bank, Khapuria,  
Cuttack - 753010



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OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK

KHAPURIA, CUTTACK – 753 010, ODISHA

An ISO 9001:2015 Certified Unit

E-Mail – [jdfsbtc@gmail.com](mailto:jdfsbtc@gmail.com)

EOI No. 1815 date 10-07-2024

The Joint Director, Frozen Semen Bank, Cuttack invites Expression of Interest (EOI) from the intending firms/ organizations / Agencies for supply of

Sl. No.	Name of the Item
1	FROZEN SEMEN STRAW

The details of the Expression of Interest (Non-transferable) as well as terms and conditions and information docket are available on the DAH & VS, Odisha website <https://dahvs.odisha.gov.in> & [cuttack.odisha.gov.in](http://cuttack.odisha.gov.in). Interested parties are requested to download the required documents and submit their response to the undersigned at the above-mentioned address along with the cost of the EOI document of **Rs. 5900/-** (Including GST @ 18%) in shape of Bank Draft drawn in favour of the Joint Director, Frozen Semen Bank, Cuttack. The cost of EOI documents is compulsory and the bank draft should be enclosed in original along with the EOI documents. The cost paid for EOI documents is non-refundable.

The EOI documents must be deposited within date **09.09.2024 till 5 PM**

**Time Line**

<b>Date &amp; Time of release of EOI</b>	16.08.2024 at 3 PM
<b>Submission of queries on EOI &amp; discussion</b>	22.08.24 at 11.30 AM
<b>Last date of submission of EOI</b>	09.09.2024 till 5 PM
<b>Date and time of opening of Technical Bid</b>	10.09.2024 at 11:30 AM
<b>Date and time of opening of Price Bid</b>	11.09.2024 at 11.30 AM

*Spencer*  
10.7.24  
JOINT DIRECTOR

Frozen Semen Bank, Cuttack

Email: [jdfsbtc@gmail.com](mailto:jdfsbtc@gmail.com)



*Dr* *Dr*

**Disclaimer:**

Kindly note

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the applicant shall satisfy himself that the document is complete in all aspects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any applicant prior to pre-bid meeting, it shall be considered that document is complete in all respects and has been received by the applicant.
3. The Joint Director Frozen Semen Bank, Cuttack reserves the right to modify, amend or supplement this application process.
4. While the document has been prepared in good faith, neither Joint Director, Frozen Semen Bank, Cuttack nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or regulations as to the accuracy, reliability and completeness of this document, even if any loss or damage is caused by any act or omission on their part.

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10.7.24

**JOINT DIRECTOR**

**Frozen Semen Bank, Cuttack**

**Email: [jdfsbtct@gmail.com](mailto:jdfsbtct@gmail.com)**



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## 1. Background

The Frozen Semen Bank (FSB), Cuttack is the only semen producing station of the State, supplying semen to all the 30 Districts. The Frozen Semen Bank, Khapuria, Cuttack was established during the year 1978-79 under Indo-Danish collaboration to implement crossbreeding programme in the state of Odisha. This Semen station started producing frozen semen of German type (0.25ml) in the building of Centralized Semen Collection Centre during August, 1978. Later on this semen station started producing French mini type (0.25 ml) semen straws during the year 1996-97. Frozen Semen Bank (FSB), Cuttack (ISO 9001:2015 certified) has produced 8.05 lakh semen straws during the year 2023-24 (Up to March 2024) to be used for artificial insemination.

## 2. Objective

High pedigree semen is required for maintaining genetic diversity among cattle population in the state even though, FSB, Cuttack is self sufficient in FSS production as per requirement of the state.

## 3. Requirements

3.1 The Breed of the Bulls for which high pedigree frozen semen doses have been decided to be procured are Gir, Sahiwal, Red Sindhi, Jersey, Tharparkar and Murrah, abiding by the State Bovine Breeding Policy 2015 against which necessary certificate need to be produced by the participative bidder. The breed wise requirement of the straws to be supplied at phased manner within a year of signing of MOU is tentatively as follows (in Lakh doses) or as per the requirement.

Breed	Doses required to be supplied(in Lakhs)
GIR	1.0
SAHIWAL	0.5
RED SINDHI	1.5
JERSEY	0.5
THARPARKAR	0.3
MURRAH	0.2
TOTAL	4

3.2. The semen to be procured should satisfy the MSP of GOI & also of the NAIP program (the bull ID should be registered under NAIP for uploading in INAPH portal).

3.3 The High pedigree semen should satisfy the following criteria:

- The minimum Post thaw progressive motility should be 50 % at Zero (0) hour.
- It must pass through incubation test, Bacterial load Test & HOS TEST.



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- c) High pedigree Semen should be procured from reputed Semen Station possessing 'A' grade certification. If same is not available, the Semen Station possessing 'B' grade certification will be considered.
- d) The concerned Semen Station /organization should provide record on conception rate of their semen which should not be less than 40% in normal environmental conditions.
- e) Each high pedigree semen straw should contain a minimum of 20 million live spermatozoa without much dead sperms and debris.
- f) Supplying semen station/organization should provide TEST SEMEN Doses @ 5 (five) numbers of extra semen straws per bull per batch to FSB Cuttack for technical evaluation.

#### 4. WHO CAN PARTICIPATE IN THE EOI

The following is the eligibility criteria for participating in the EOI:

- i. The bidder should be a Govt./ Non Govt. entity registered as a company or proprietorship or a society under the applicable laws in India. Any of the above entities, if registered as local micro and small enterprise. The MSME Department Notification MSME-IPE-MISC-0060-2019/566/MSME, Bhubaneswar, dated 24.01.2024 may be referred.
- ii. The company/firm must have established in quality assurance system and organization in line with the requirements under this call for empanelment.
- iii. The bidders should not have been blacklisted or debarred from carrying on the business or should not be under a declaration of ineligibility for corrupt and fraudulent practice issued by central Govt. / any state Govt.
- iv. The eligibility criteria can be changed/altered or relaxed by a duly constituted technical committee without assigning any reason thereof.
- v. The firm should possess preferably "A" or "B" grade certification.

#### 5. SCOPE AND CONDITION OF THE SUPPLY

EOI has been prepared for short listing of firms for procurement process of 4 lakh doses of high pedigree semen to be utilized in the State. However the indents will be placed in favour of the successful bidder selected through bidding process as per our requirement in phased manner as per the availability of funds during the contract period. The financial capping and quantity of procurement may be changed subject to availability of funds.

#### 6. TECHNICAL SPECIFICATION

- 6.1 The Breed of the Bulls for which high pedigree frozen semen doses have been decided to be procured are Gir, Sahiwal, Red Sindhi, Jersey, Tharparkar and Murrah abiding by the State Bovine Breeding Policy 2015 against which necessary certificate need to be produced by the participative bidder. The certificate/ document in shape of sire directory /pedigree record will be accepted.



*Dr. Don*

6.2 The semen to be procured should satisfy the MSP of GOI & also of the NAIP programme (the bull ID should be registered under NAIP for uploading in NAIP portal).

6.3 The high pedigree semen should satisfy the following criteria:

- a) The minimum Post thaw progressive motility should be 50 % at Zero (0) hour.
- b) It must pass through incubation test, Bacterial load Test & HOS TEST.
  - i. Incubation Test: Minimum Post thaw Progressive motility at 3 hr. should be 30%.
  - ii. Percentage Acrosome Integrity (PIA) should not be less than 50%.
  - iii. The Lab Tests will be made under CASA.
  - iv. The straws to be supplied for each breed should be as per the MSP standard fixed by GOI under NAIP program.
- c) High pedigree Semen should be procured from reputed Semen Station possessing 'A'. Grade certification. If same is not available, the Semen Station possessing 'B' grade certification will be considered.
- d) The concerned Semen Station /organization should provide record on conception rate of their high pedigree semen which should not be less than 40% in normal environmental conditions.
- e) The Semen Station/ Organization should furnish performance certificate in respect of conception rate from any state/organization where the semen is previously utilized.
- f) Supplying semen station/organization should provide TEST SEMEN Doses @ 5 (five) numbers of extra semen straws per bull per batch to FSB Cuttack for technical evaluation.

## 7. INSTRUCTIONS TO THE BIDDERS

The intending bidders are requested to carefully study the instruction contained hereunder before submission of their applications.

- 7.1 A bidder shall submit a single application only.
- 7.2 The application must be submitted in a prescribed format only accompanied by required documents
- 7.3 The applicant should submit the Price bid & Technical bid in two separate envelopes. The price bid envelop & technical bid envelop should have clear mention of "**Price Bid**" & "**Technical Bid**" respectively on the body of the envelop. Both envelopes should be kept within one big packet **addressing to the Joint Director, Frozen Semen Bank, Cuttack.**



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- 7.4 The applicant must submit the Price Bid for each dose of High Pedigree Semen in the prescribed format as per **Annexure-I**.
- 7.5 Bull wise information should be furnished in the format as per **Annexure-II**.
- 7.6 All relevant documents must be given as Annexure to the application.
- 7.7 The application along with all annexure must be submitted in a single hard / spiral bound book form duly page numbered and indexed. No loose papers documents will be accepted. Submission of loose papers documents shall lead to the rejection of the same.
- 7.8 Demand drafts towards cost of EOI document should be submitted in a separate envelop. A copy of the counterfoil of DD / photo copy of original DD may be attached to the technical bid booklet.
- 7.9 Applications must be submitted in English language only.
- 7.10 Incomplete, telegraphic or conditional applications shall not be accepted.
- 7.11 Valid GST certificate with up-to-date filing of returns.
- 7.12 Performance Security @ 10% of the contract value to be submitted as per Rule 213 of OGFR-2023, MSE & START-Ups are allowed concessions payment of @ 25% of that prescribed for normal bidders in shape of bank Guarantee to be submitted by successful bidders in **Annexure-III against LOI (Letter of Intent)**.
- Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 7.13 Deviation in terms and conditions, specification of material, Inspection clause etc. will not be accepted under any condition.
- 7.14 The vendor shall submit copies of documents defining the constitution or legal status, place of registration and principal place of business of company or firms.
- 7.15 The bidder shall furnish a brief write up backed with adequate data, explaining capacity and experience (both technical and commercial) for the manufacture and supply of the required systems, equipments within the specified time of completion after meeting all their commitments.
- 7.16 Applications received late due to postal delay or otherwise will not be considered.
- 7.17 Power of attorney to sign the agreement on behalf of applicant & partnership deed articles, if any, should be enclosed along with original documents.



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- 7.18 All pages of the documents must be signed & sealed by the authorized person on behalf of the vendor in token unconditional acceptance of the departmental terms and conditions, technical specification etc.
- 7.19 Sealed offers if submitted by hand shall only be dropped in the specified box kept in the office of The Joint Director, FSB, Cuttack during office hours on working days.
- 7.20 The applications will be opened on **10.09.2024 at 11:30 AM** at the Office of The Joint Director, FSB, Cuttack in presence of the bidders or their authorized representatives who may like to be present at the time of opening.
- 7.21 Deviation of any terms and conditions and technical specification shall not be entertained under any circumstances.

**8. LIST OF DOCUMENT TO BE SUBMITTED**

- 8.1 A proposal/ forwarding letter in response to the EOI covering the scope highlighted above in Format-I
- 8.2 Detail Profile of the Firm in Format-II.
- 8.3 Undertaking from the firm, letter of authorization, acceptance of term & condition, conformation of limitation of liability & affidavit not be under ineligibility in Annexure-IV to VIII.
- 8.4 The applicant must submit the Price Bid for each dose of Frozen Semen in the prescribed format as per Annexure-IX..
- 8.5 Bull wise information should be furnished in the format as per Annexure-II.
- 8.6 Experience in production, sale and utilization of FSS and the Past Assignment Citation Format at Annexure- X.
- 8.7 Submission of Bid Security Declaration by MSE/Start-up that claim exemption from paying EMD amount in Annexure-XI.
- 8.8 Certificate of Registration of Semen Station/ Organization issued from due authority.
- 8.9 Financial certificates like: ITR for last three years-2021-22, 2022-23 & 2023-24. Audited Financial Statement (Audit Report for last three years 2021-22,2022-23& 2023-24), Annual Turn Over for last three years 2021-22,2022-23& 2023-24 duly certified by the CA, Pan Card, GST Registration Certificate etc.

**9. SUBMISSION OF PROPOSALS**

The bidders have to submit the Technical Bid and Price Bid during submission of the EOI document.



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- 9.1 The outer envelope thus prepared shall also indicate clearly the name, address, telephone number and e-mail ID of the bidder.
- 9.2 All the pages of the EOI paper must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of bid.
- 9.3 The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be signed by the person (or persons) who sign(s) the EOI paper.
- 9.4 The pages of the EOI shall be signed and stamped by the person or persons who sign the bid.

**10. AUTHENTICATION OF BIDS**

The EOI proposal papers shall be accompanied by a power-of-attorney in the name of the signatory of the proposal who can bind for the Firm / Company.

**11. PREPARATION AND SUBMISSION OF EOI PAPER**

**11.1 Preparation costs**

The bidder shall be responsible for all costs incurred in connection with participation in the EOI process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of EOI paper, in providing any additional information required by the JD, FSB, Cuttack to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The JD, FSB, Cuttack will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**11.2 Language**

The Proposal shall be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

**11.3 Venue & Date line for Submission of EOI Paper**

Proposals, in its complete form in all respects as specified in the EOI, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the EOI paper at the address specified below through Registered Post / Speed Post / Courier Service/ by hand within the date **09.09.2024 till 5 PM**. No other way of submission shall be considered. The JD, FSB, Cuttack shall not be responsible for any postal/ Courier Service delay.

The EOI along with documents may be submitted to:

**The Joint Director**

**Frozen Semen Bank, Cuttack – 753010, Odisha**

**Mob No – 9438834651/9439778830, E-mail – jdffbctc@gmail.com**



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### **Late submission of EOI papers**

- 11.3.1 EOI received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 11.3.2 The EOI submitted by fax / e-mail etc. will not be considered
- 11.3.3 JD, FSB, Cuttack shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.
- 11.3.4 JD, FSB, Cuttack reserves the right to modify and amend any of the above stipulated condition/criterion depending upon requirement vis-à-vis urgent commitments. Such amendments shall be hosted in the Directorate Website.

### **12 EVALUATION PROCESS**

The responses submitted by the bidders for the schemes will be evaluated on the following parameters.

- 12.1 A scheduled technical committee will evaluate the responses of the bidders & the price bid.
- 12.2 The Evaluation Committee shall evaluate the documents submitted by bidders and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence of EOI may lead to rejection.
- 12.3 The decision of the Committee in the evaluation of EOI papers shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 12.4 The Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- 12.5 The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 12.6 Each of the EOI paper shall be evaluated as per the criteria and requirements specified in this EOI.

### **13 EOI OPENING**

The last date of receipt of EOI is: **09.09.2024 up** to 5.00 P.M. The Technical bid will be opened on 10.09.2024 at 11.00 AM. Financial bids of technically qualified bidders will be opened on 11.09.2024 at 3.00 PM in the presence of the Bidders OR their authorized representatives, who may be present at the time of opening.

The representatives of the bidders are to carry the identity card OR a letter of authority from the bidders to identify their bonafides for attending the opening of the proposal.

#### **EOI Validity**

The offer submitted by the Bidders shall be valid for minimum period of one year or supply of 4 lakh doses of high pedigree semen whichever is earlier.

### **14 EOI Evaluation**

Initial scrutiny will be held and incomplete details as given below will be treated as non-responsive and liable to be rejected.

- i. If EOI papers are not submitted as specified in the EOI document.
- ii. Received without the Letter of Authorization (power of Attorney).
- iii. Are found with suppression of details.



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- iv. With incomplete information, subjective, conditional offers and partial offers deviating from earlier submitted capacity of the firm.
- v. Have non-compliance of any of the clauses stipulated.
- vi. With lesser validity period.
- vii. All responsive Bids will be considered for further processing as below: EOI evaluation Committee will make scrutiny of responsive bidders, who comply with all the Terms and Conditions of the EOI. All eligible bids will be considered for further evaluation by the committee according to the Evaluation process defined in EOI document. The decision of the committee will be final in this EOI document. The decision of the committee will be final in this regard.

15 **Criteria for Evaluation**

Proposals for this contract will be assessed in accordance with price quoted by the firm & performance criteria of the bull. However, the decision of the evaluation committee will be final & binding upon the bidders. All bids will primarily be evaluated on the basis of eligibility criteria. The EOI Committee will carry out a detailed evaluation of the financial Proposals, only those who qualify all eligibility criteria by taking into account the following factors:

Overall completeness and compliance with the requirement:

- a. Proposed work-plan which will demonstrate whether the bidder can achieve the performance standards within the time frame described in documents or not.
- b. Any other relevant factors, if any or JD, FSB, Cuttack deems necessary or prudent to take into consideration.

In order to facilitate the technical proposal evaluation, the technical criteria laid down have been presented in subsequent sections. Bidders qualifying in the technical evaluation will only be considered for further financial bid evaluation. Bids which don't possess the minimum specified documents will be considered technically non-responsive and hence debarred from being considered for further evaluation.

15.1 **Pre-Qualification criteria**

All bids will primarily be evaluated on the basis of Pre-Qualification Criteria. The Committee will carry out a detailed evaluation of the Proposals, only those who have submitted documents as relevant to the bidder.

15.2 **Financial Evaluation**

The bidders qualified in the Technical Bid will be eligible to participate in the Financial Bid. The Bidders quoted lowest price per semen straw will be awarded with the contract. Arithmetical errors will be rectified on the following basis. Amount mentioned in word will prevail against the figure EOI for in case of any discrepancy in financial proposal. Technically qualified bidder quoting the lowest price per semen straw for each breed will be declared as preferred bidder.

16. **Selection of Semen Supplying Agency**

16.1 **Award Criteria**

JD,FSB,Cuttack will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.



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**16.2 Right to Accept any Proposal and To Reject Any or All Proposal(s)**

JD, FSB, Cuttack reserves the right to accept or reject any proposal, and to annul the EOI process / Public procurement process and reject all proposals at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

**16.3 Notification of Award**

Prior to the expiration of the validity period, JD, FSB, Cuttack will notify the successful bidder in writing or by e-mail, that its proposal has been accepted. In case the public procurement process has not been completed within the stipulated period, JD, FSB, Cuttack may like to request the bidders to extend the validity period of the bid. In such case such extended period shall be accepted as mutually agreed upon.

Upon successful bidder's signing the contract, JD, FSB, Cuttack will notify each unsuccessful bidder.

**16.4 Contract finalisation and award**

JD, FSB, Cuttack shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Price Evaluation. On this basis the draft contract agreement would be finalized for award & signing.

**16.5 Signing of contract**

After notification by JD, FSB, Cuttack on the successful bidder that its proposal has been accepted, JD, FSB, Cuttack shall enter into a contract, incorporating all clauses and the proposal of the bidder between the department and the successful bidder. The Draft Legal Agreement will be provided as a separate document.

**16.6 Failure to Agree with the Terms and Conditions of the EOI paper**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the EOI paper shall constitute sufficient grounds for the annulment of the award, in which event JD, FSB, Cuttack may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, JD, FSB, Cuttack shall initiate action as per the bid security declaration and such other actions as deemed proper.

**16.7 Period of Contract:**

The period of contract shall be for a period of one year from the date of execution of agreement. The period may be extended for further periods on mutual agreement by both the parties on similar terms and conditions.

**17. Payment Terms**

JD, FSB, Cuttack will release the payment to the supplier after - successful evaluation of the quality control test of the semen as mentioned in clause no. 6 in the presence of representative of concerned supplying firm if they wish so.

All claims will be submitted to the following address:

**The Joint Director  
Frozen Semen Bank, Cuttack – 753010, Odisha  
Mob No – 9438834651/9439778830, E-mail – jdbsbctc@gmail.com**

**17.1 Force Majeure**

This clause shall mean and be limited to the following in the execution of the contract placed by the department.

- War / hostilities
- Riot or civil commotion



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- Earth Quake, Flood, Tempest, Lightening, pandemic or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the contracted, which prevent or delay the execution of the order by the supplier.
- The supplier shall advise the department in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure JD, FSB, Cuttack reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for what so ever reason, subject to the provision of clause mentioned.

### 17.2 Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to the JD, FSB, Cuttack for final decision and the same shall be binding on all parties. Any other terms and conditions mutually agreed prior to finalization of the order /agreement shall be binding on the Supplier. JD, FSB, Cuttack and the approved supplier shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to the Principal Secretary, F&ARD, Govt. of Odisha. The decision of the Principal Secretary, F&ARD, Govt. of Odisha will be binding on both the parties.

### 17.3 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Cuttack courts only.

### 17.4 Liquidated Damages

The selected supplier must supply the 1<sup>st</sup> batch of indented semen doses within 30 days of signing the contract. Any delay in supplying the items will invite a penalty @ Rs.200/- for delay per day beyond the stipulated timeline. The same clause is also applicable for delay in replacement of good quality items beyond the stipulated timeline of 30 days.



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**FACT SHEETS:**

**THIS FACT SHEET GOMPRISES IMPORTANT FACTUAL DATA ON THE EOI FOR QUICK REFERENCE OF THE BIDDER**

(Relating to Supply of approximately 4 lakh doses of high pedigree semen for genetic improvement of Cattle for the State of Odisha in phased manner for the year 2023-24)

Clause Reference	Topic
Method of Selection	Least price method shall be used to select the Agency for supplying the high pedigree semen. In this response all the participating bidders will be evaluated on the basis of pre-qualification criteria and technical evaluation. Price bid of only those bidders shall be opened who qualify in Technical Bid. Technically qualified bidder, who quotes the least price, will be selected as supplying firm for the assignment.
EOI document	EOI can be downloaded from <a href="http://www.dahvs.odisha.gov.in">www.dahvs.odisha.gov.in</a> and <a href="https://cuttack.nic.in">https://cuttack.nic.in</a>
Earnest Money Deposit (EMD)	The EMD should be the amount of 2 to 5% of the estimated value of the tender for normal bidders. The amount should be mentioned in the bid documents. The BID security declaration is for MSE & START-Ups that claim exemption from paying EMD(Rule 213 of OGFR-2023).
Scope of Work	Selected supplier Agency is expected to supply high pedigree semen for genetic improvement of cattle for the State of Odisha in phased manner for the year 2024-25 (Supply of high pedigree semen during a period of one year from the date of signing of MoU)
Language of Bid	The proposal should be prepared by the Bidder in English Language only.
Currency of bid	Amount & taxes will be in Indian Rupees. The taxes as appropriate & applicable would be paid at the prevalent rates.
Performance Security	<ol style="list-style-type: none"><li>1) Performance Security @ 10% of the value of the contract is to be submitted by successful bidders as per the prevailing Odisha General Financial Rules 2023 account payee DD drawn in favour of Joint Director, FSB, Cuttack / bank guarantee, as given in Annexure - III with validity for a period of 24 months.</li><li>2) In the event of any failure / default of the successful bidder with without any quantifiable loss to the Govt., the performance security is liable to be forfeited.</li><li>3) The penalties to be imposed on the bidder at any stage will be decide on the basis of the violation of number of bid conditions specifically mentioned in the EOI leading to forfeiture of performance security or leading to imposition of any such other penalty by the EOI Authority.</li><li>4) Agreement shall be executed on confirmation of the Performance security from the Concerned Bank.</li></ol>



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## Forwarding Letter

(To be submitted in the letter head of the applicant)

To

The Joint Director,  
Frozen Semen Bank,  
Cuttack - 753010

Sub:- Submission of application for supply of high pedigree semen for Genetic Improvement of Cattle, in the State of Odisha, for the year 2024-25.

Sir,

Having studied the call for empanelment document carefully I/We, the undersigned, offer to submit our application for empanelment for supply of High Pedigree Semen for mentioning genetic diversity of Cattle in the State of Odisha for the year 2024-25.

I/We have also read the various provisions there in and confirm that the same are acceptable to us. We further declare that any additional conditions, variations, deviations, if any, shall not be given effect to. We further understand that any deficiency / illegibility in documents shall make our application liable for rejection.

I/we submit our application understanding fully well that

(a) The documents submitted along with our application are subject to verification by appropriate authorities.

(b) The Joint Director, FSB, Cuttack reserves the right to accept or reject any application or the empanelment process itself without assigning any reasons thereof and shall not be held liable for any such action.

(c) Any genuine changes made by Joint Director, FSB, Cuttack in the interest of the work with respect to the technical requirement during the course of project implementation will be acceptable.

(d) All acts, rules, regulations, norms and conditions of Govt. of India and Govt. of Odisha shall be applicable during the process of empanelment as well as during the period of execution of project.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.



Yours faithfully,

Signature of Applicant

With Seal

**FORMAT for Price Bid towards Frozen Semen Straw from the semen station having certification in CMU evaluation.**

The **FROZEN SEMEN STRAW** will be procured as per the indicative as mentioned below from the semen station having certification in CMU evaluation.

Sl. No.	Breed	Dam's yield in Kg.	FAT%	Offered Price per dose (Rs)
1	PURE JERSEY	9500-10000	5	
		10000-10500		
		10500-11000		
		11000-11500		
		11500-12000		
2	GIR	4000-4500	4.5	
		4500-5000		
		5000-5500		
		5500-6000		
		6000-6500		
		6500-7000		
		7000-7500		
7	THARPARKAR	3500-4000	4	
		4000-4500		
		4500-5000		
		5000-5500		
		5500-6000		
8	SAHIWAL	3500-4000	4	
		4000-4500		
		4500-5000		
		5000-5500		
9	RS	3500-4000	4.5	
		4000-4500		
		4500-5000		
10	MBF	4000-4500	7	
		4500-5000		
		5000-5500		
		5500-6000		

Undertaking by the bidder

- I give consent to pay Tax to GoO/ GoI etc. as applicable.
- I, Sri.....hereby certify that all the information given above / facts/ documents submitted are true to the best of my knowledge.

**Signature of the Bidder:**

However, the indents will be placed in favour of the successful bidder (L1) selected through bidding process as per our requirement in phased manner as per the availability of funds during the contract period. The financial capping and quantity of procurement may be changed subject to availability of funds.

**The bidder has to quote the name of the item with specification on the envelope.**



*[Handwritten signature]*

## Annexure – II

**Bull Wise Information**

Sl No	Breed of Semen Dose	Bull ID	Dams Yield	Age of Bull	Body Score	Bull wise Annual Production capacity	Conception rate of the Bull (as recorded by the organisation)	Bull wise Semen dose that can be supplied to JD, FSB, Cuttack per Bull as planned by the firm with reference to the requirement mentioned in EOI document
1	GIR							
2	SAHIWAL							
3	RED SINDHI							
4	JERSEY							
5	THARPARKAR							
6	MURRAH							



*Dr* *Dr*

**Performance Security in Shape of Bank Guarantee**

To,

The Joint Director,  
Joint Director, Bhubaneswar

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated <<insert date>> to provide services for <<name of the assignment>> to Joint Director, FSB, Cuttack (Hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at

<<address of the local office>> 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 Rs.<<insert value>> (Rupees <<insert value in words>> only) 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 Rs.<<insert value>> (Rupees <<insert value in words>> only) 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 your demanding the said debt from the Bidder 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 Bidder 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 <<Insert Date>>) Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs<<insert value>> (rupees<<insert value in words>> only).
- ii. This bank guarantee shall be valid upto<<insert expiry date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

Signature of Witness

Date:

Place:

Signature of the bidder

Date:

Place:

Signature of authorized representative of bank

Date:

Place:



*[Handwritten signatures]*

**UNDERTAKING BY THE APPLICANT**

I/we here by undertake that

1. We have thoroughly read and examined the call for empanelment document along with all its schedules, annexure etc.
2. In case our application is incomplete in any respect or we violate any of the prescriptions given therein Joint Director, FSB, Cuttack shall without prejudice to any other right or remedy, be at liberty to forfeit the application fee, processing fee deposited by us.
3. In case of award of supply in our favour Joint Director, FSB, Cuttack shall have the right to convert the fee deposited by us in to full or part (as the case may be) of the security deposit to be deposited by us against award of the supply / installation.
4. I/We shall abide by all the laws prevailing at the time of the execution of the work and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. departments.
5. The entire CALL FOR empanelment document has been discussed in the Board meeting and a resolution has been concurred for participation in the empanelment process (copy enclosed as given format)
6. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required therein.
7. We are not blacklisted / defaulted in any manner by any Central / State Government / Public Sector Undertaking in India.
8. In case any false documents submitted and found any time in future the firms shall be liable to be proceeded against as per prevailing laws.
9. Our state commercial tax / registration no. is \_\_\_\_\_ and CST registration no. \_\_\_\_\_. The PAN no. under the Income Tax Act is \_\_\_\_\_ and Service Tax Registration No. is \_\_\_\_\_ GST registration No. is \_\_\_\_\_
10. I/We shall be responsible for the payment of the respective taxes to the appropriate authorities.

Signature of Applicant with stamp & date



*[Handwritten signature]*

**Letter of Authorization**

(To be submitted in the letter head of the applicant)

To,

The Joint Director,  
Frozen Semen Bank,  
Cuttack - 753010

Sub:- Submission of application for supply of High Pedigree Semen for Genetic  
Improvement of Cattle for the State of Odisha for the year 2024-25.

Sir,

I/we hereby authorize Ms. /Mr. ----- of our company to sign all relevant documents on behalf of the company/firm in dealing with the above empanelment. She / He is also authorized to attend all meetings and submit technical and commercial information as may be required by The Joint Director, Frozen Semen Bank, Cuttack - 753010 in the course of processing of the application.

We further authorise Ms. /Mr designation----- of our company to make technical presentation on behalf of the company.

Signature of the authorized persons

1.

2.

Signature attested

Name and designation of the attesting officer with stamp.

Yours faithfully

Head of the Applicant organization



*[Handwritten signatures]*

**Certificate of unconditional acceptance of all terms and conditions laid in for Empanelment**

(To be submitted on the letter head of the applicant)

We \_\_\_\_\_ a prospective applicant for the work " for supply of High Pedigree Semen for Genetic Improvement of Cattle for the State of Odisha for the year 2024-25" hereby certify that we have carefully studied and understood the contents of the entire document hoisted on the website of DAHVS, Odisha on and hereby confirm our unconditional acceptance to each and every line of the said document.

Date:

Place:

(Signature) .....

(Printed Name).....

(Designation).....

(Common Seal).....



*[Handwritten signatures]*

Annexure – VII

**Confirmation to Limitation of liability**

(To be submitted on the letter head of the company)

I/we here by undertake that

1. The role of Joint Director, FSB, Cuttack in this empanelment process is limited to create a platform for the customers and vendors to meet and negotiate with each other for the best deal. The role of Joint Director, FSB, Cuttack is limited to protecting the customer's interest in terms of Product and Post installation Service quality.
2. The transaction between the customer and vendor is exclusive and will be governed by the Sales of Goods Act and Consumer Protection Act. In no case Joint Director, FSB, Cuttack Bhubaneswar can be made a party to deficiencies of either parties. Only when Joint Director, FSB, Cuttack observes that the agreed transaction between the Customer and Vendor is closed, Joint Director, FSB, Cuttack will release the Subsidy (If eligible or available).
3. Joint Director, FSB, Cuttack will, in no case be a party to any dispute or accident fatal or non-fatal, caused to any worker or outsider in course of transport or execution of work. All the expenditure including treatment or compensation will be entirely borne by the Executants. The Executants shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.
4. In case of failure to deliver any or all of the above stipulation, Joint Director, FSB, Cuttack after due adjudication of the matter is entitled to take such punitive action as suspending the vendors from execution of the program until the deficiencies are made good or for such time as may be decided by the Joint Director, FSB, Cuttack, debarring the vendor from execution of the program and blacklisting the vendor from executing all projects of Joint Director, FSB, Cuttack.

Date.....

Place.....

(Signature) .....

(Printed Name).....

(Designation).....

(Common Seal).....



*Handwritten signatures in blue ink.*

Affidavit of not be under Ineligibility  
Before the Executive Magistrate/ Notary Public

**AFFIDAVIT**

I, Sri / Smt..... aged about..... S/o/D/o/W/o.....  
Proprietor/Partner/ Director of M/s.....At-  
.....Po-..... P.S-....., Dist-.....

and state as follows:

- 1) That pursuant to the EOI call notice Dated,..... ..of Joint Director, FSB, Cuttack for Supply 8 lakh. doses approximately High Pedigree Semen for genetic improvement of Cattle for the State of Odisha in phased manner for the year 2024-25 (one year from the date of signing of MOU), I/my firm/company am/is an intended bidder to participate in the said EOI process.
- 2) That as per terms & conditions of the EOI documents, I am to declare that,I/my firm/company have not been blacklisted by any Central/State Govt.Organization or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending againstme/my firm/company before any forum.
- 4) That I/my firm/company not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India organization/department.
- 5) That this affidavit is required to be produced with EOI paper before the Joint Director, FSB, Cuttack. That the facts stated above are true to the best of my knowledge and belief identified by me.

Deponents

Advocate

The above deponent being present before me & duly identified bySri..... Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/  
Notary Public.....

**\*Strike out whichever is not applicable.**



*[Handwritten signatures]*

Annexure – IX

Performa for utilization of Price BID for each dose of High Pedigree Semen

Sl No	Breed	Base Price for dose of semen straw	GST	Other Charges if any	Total cost per each dose of Semen (on its reach at FSB, Cuttack)
1					
2					
3					
4					
5					
6					
7					



*Handwritten signatures or initials at the bottom of the page.*

Past Assignment Citation Format

EOI No..... Date:.....

**I. Client Details**

1. Name of the Clients:
2. Sector of the Client (Put a tick mark):  
a. Govt. in India      b. Govt. in Odisha  
c. PSU in India      d. Others
3. Detail of concerned officer of the client (Name, Designation, Address, phone, e-mail):

**Project Detail**

4. Name of the Assignment:
5. Purchase Order No & Date
6. Project Start Date:  Completion Date:
7. Total Cost (Excluding Tax in INR):
8. No. of Training imparted to AITs on use of sex Sorted Semen:
9. Brief details about the past assignment on supply of High pedigree semen:

Signature of Witness

Signature of Bidder

Date:

Date: .

Place:

Place:



Company Seal

*[Handwritten signatures]*

**Bid Security Declaration ( for MSME)**

To

The Joint Director,

Joint Director, Bhubaneswar

I / We. The undersigned, declare that:

I/We accept that I/We may be suspended to submit bids for contract(s) with you for a Period of one year from the date of bid opening if I am /we are in a breach of any obligation Under the bid conditions, because I/We

- a) Have withdrawn/modified my/our bid during the period of bid validity specified in the form of bid;  
or
- b) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
  - i. Fail or refuse to execute the contract, or
  - ii. Fail or refuse to submit the Performance Security of the amount specified in the bid.



**Signature of the Bidder:**

**Date:**

**Official Seal:**

*[Handwritten signatures]*

**FORMAT - II**

(To be submitted in Technical BID)

**DETAILS OF THE BIDDER:**

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered Address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address		District	
	State		Fax	
	Telephone No.		Website	
	Email			
Type of Firm (Please* relevant box)				
4	Private Ltd.	Public Ltd	Proprietorship	
	Partnership	Society	Others specify	
	RegistrationNo. & Date of Registration.			
Nature of Business (Please*relevant box)				
5	Manufacture			
	Direct Importer			



*Handwritten signature*

Key Personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	In case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
Name designation & Address of the Person(s) responsible to the company as per Sec.34 of D & C Act. 1940				
7	Name		Designation	
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes/No
9	Other relevant Information			
9a	Furnish the copy of the GST registration certificate			
9b	PAN: Furnish the copy of the PAN			
10	Bank Details of the Bidder: The bidder have to furnish the Bank Details as mentioned below for return of EMD / Payment for supply if any (if selected) a. Name of the Bank : b. Full address of the Branch concerned: c. Account no. of the bidder : d. IFS Code of the Bank :			
Date:		Office Seal		Signature of the bidder Authorised signature

Signature of witness

Date :

Place:

Signature of the Bidder

Date :

Place:

Company seal



\*\*\*\*\*

*[Handwritten signature]*

*[Handwritten signature]*