

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING  
FEDERATION OF INDIA LTD. (NAFED)**

**SIDDHARTHA ENCLAVE, ASHRAM CHOWK, RING ROAD,  
NEW DELHI – 110014**



## **BIDDING DOCUMENTS**

**FOR**

**Procurement of Ear Tags and Ear Tag Applicators  
for Small and Large Animals**

**Closing date and time for Receipt of Bids**

**2<sup>nd</sup> March, 2020 and 15:00 hours**

**E-TENDER NOTICE FOR PURCHASE OF EAR TAGS AND EARTAG APPLICATORS**

**FOR**

**FINANCIAL YEAR 2019-20 & 2020-21**

**E-tender inquiry no NAFED/HO/NADCP/2019-20/5**

<b>S.NO</b>	<b>DESCRIPTION</b>	<b>SCHEDULE</b>
1	Tender document download	30.01.2020 at 9:00
2	Pre bid meeting	14.02.2020 at 14:00
3	Closing date and time for submission of Bid online	02/03/2020 at 15:00
4	Technical Bid opening date and time	03/03/2020 at 15:00
5	Financial Bid opening date and time	Will be informed separately through portal

## **DISCLAIMER**

1. NAFED does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for NAFED to consider needs of each party who reads or uses this document. NAFED includes statements which reflect various assumptions and assessments arrived at by NAFED in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this Tender document and obtains independent advice from appropriate sources.
2. NAFED will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of NAFED or their employees, any manufacturer/supplier or otherwise arising in any way from the selection process for the Assignment. NAFED will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this Tender.
3. NAFED will not be responsible for any delay in receiving the proposals. The issue of this tender does not imply that NAFED is bound to select the Applicant or to appoint the Selected Applicant for the procurement of Tags and Tag applicators and NAFED reserves the right to accept/reject any or all of proposals submitted in response to tender document at any stage without assigning any reasons whatsoever. NAFED also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted Tender Applications.
4. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. NAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. NAFED reserves the right to change/ modify/ amend/ cancel any or all provisions of this Tender document. Such revisions to the Tender will be made available on the website of CPP portal.

## **NOTICE INVITING TENDER (NIT)**

**E-tender no: NAFED/HO/NADCP/2019-20/5**

**National Agriculture Cooperative Marketing Federation of India Ltd (NAFED)** on behalf of Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India invites e-Bids from the eligible and qualified manufacturers/importers/suppliers/Consortium for procurement of Ear Tags and Ear Tag applicators as per following details:

<b>Item No.</b>	<b>Brief Description of Goods</b>	<b>Quantity</b>
Ear Tag (Large)	<b>Description:</b> The ear Tag composed of two parts (Male + Female). The male part is a button with a diameter of 27 mm ( $\pm 2$ mm). The male part should have a metal point. The size of the female piece should be comprised between 55 x 65 mm and 60X80 mm with a closed head.	115 Million Delivery up to State/UT headquarters PAN India
Ear Tag (small)	<b>Description:</b> The ear Tag composed of two parts (Male + Female). The male part is a button with a diameter of 27 mm ( $\pm 2$ mm). The male part should have a metal point. The size of the female part of ear Tag is Single, uniform, global medium, dimension 41 $\pm 1$ mm x 50 $\pm 1$ mm with closed head used for ear Tagging of animals.	140 Million Delivery up to State/UT headquarters PAN India
Tag Applicator	Compatible Universal applicator with 2 extra pins should be supplied, which should be capable of ear Tagging at least 2000 large/small animal.	127,500 units Delivery up to State headquarters/UT PAN India

### **Specific instruction for e-tender participants:**

1. Bidders are requested to read the bidder's help document on the e-tender website link before proceeding for tendering.
2. The prospective bidder has to be registered in portal <https://eprocure.gov.in/eprocure/app>. In order to submit the tender electronically, bidders are required to have a valid digital signature certificate
3. The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> after registration.
4. The submission of the online tender can only be done at <https://eprocure.gov.in/eprocure/app>.

5. All prospective bidders are requested to attend the pre bid meeting as per the time and venue mentioned in this tender document.
6. Bid Security should be deposited in form of Pay order/ Demand Draft/ Bid Bond of identified bank drawn in favour of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED) payable at New Delhi. The bid security can also be in form of Bank Guarantee or Fixed Deposit Receipt or Bid Bond issued in favor of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED).
7. Tender submitted without bid security shall be rejected.
8. In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
9. It is the responsibility of the Bidders to ensure that their Bids are filed electronically, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected. The last date for filing of bids, complete in all respects, is at 2<sup>nd</sup> March, 2020, 15:00 hours.
10. The Bid Documents are not transferable.
11. The purchaser may reject all bids without assigning any reason thereof.
12. Any query regarding this NIT may be sent to [mdcell@nafed-india.com](mailto:mdcell@nafed-india.com). Reply will be furnished as per the provisions of the documents.
13. For any assistance regarding CPP Portal please contact Helpdesk number given at CPP Portal.

**-Sd-**

**MANAGING DIRECTOR  
NAFED**

**Place: New Delhi**

**Date: 30.01.2020**

## **TABLE OF CONTENTS**

<b>S. No</b>	<b>SUBJECT</b>
CHAPTER I	INSTRUCTIONS TO BIDDERS
CHAPTER II	CONDITIONS OF CONTRACT (COC)
CHAPTER III	SCHEDULE OF REQUIREMENTS
CHAPTER IV	TECHNICAL SPECIFICATIONS
CHAPTER V	QUALIFICATION CRITERIA
CHAPTER VI	PRICE SCHEDULE OF GOODS
CHAPTER VII	TENTATIVE MONTHLY QUANTITY TO BE OFFERED BY BIDDER
CHAPTER VIII	PROFORMA FOR PERFORMANCE STATEMENT
CHAPTER IX	BID TENDER FORM
CHAPTER X	AUTHORIZATION LETTER
CHAPTER XI	BANK GUARANTEE FORM FOR EMD
CHAPTER XII	PERFORMANCE BOND (BANK GUARANTEE)
CHAPTER XIII	LOA
CHAPTER XIV	CONTRACT FORM
CHAPTER XV	PROFORMA OF CERTIFICATE FOR ISSUE BY THE CONSIGNEE AFTER SUCCESSFUL SUPPLY OF TAGS AND TAG APPLICATORS
CHAPTER XVI	INSPECTION AUTHORITY AND SPECIAL TEST DETAILS
CHAPTER XVII	LIST OF SCHEDULED PUBLIC SECTOR BANKS
CHAPTER XVIII	LIST OF CONSIGNEES TAGS AND TAG APPLICATORS CONSIGNEES
CHAPTER XIX	INTEGRITY PACT
CHAPTER XX	CONSORTIUM AGREEMENT
CHAPTER XXI	LEAD CONSORTIUM PROFORMA
CHAPTER XXII	CHECK LIST FOR BIDDING

## **CHAPTER –I: INSTRUCTIONS TO BIDDERS**

### **GENERAL INSTRUCTIONS TO TENDERERS(GIT)**

<b>S.NO.</b>	<b>Topic</b>
<b>A</b>	<b>PREAMBLE</b>
1	Definition and Abbreviations
2	Introduction
3	Availability of funds
4	Language of tender
5	Eligible Bidders
6	Tendering expense
<b>B</b>	<b>TENDER ENQUIRY DOCUMENTS</b>
7	Contents of tender enquiry documents
<b>C</b>	<b>PREPARATION OF TENDER DOCUMENT</b>
8	General Instructions to Bidder
9	Documents Comprising the tender
10	Tender Quantity
11	Bid Prices
12	Bid Currencies
13	Validity of Bids
14	Documents establishing bidder's eligibility and qualifications
15	Bid Security/EMD
<b>D</b>	<b>FORMAT AND SUBMISSION OF TENDER</b>
16	Signing and Sealing of Tender
17	Submission of tender
18	Pre-bid Meeting
19	Deadline for Submission of tender
20	Late submission of tender
21	Modification and withdrawal of tender
<b>E</b>	<b>TENDEROPENING</b>
22	Opening of Tenders

<b>F</b>	<b>SCRUTINY AND EVALUATION OF TENDER</b>
23	BASIC Principle
24	Preliminary Scrutiny of Tenders
25	Discrepancies in Prices
26	Comparison of Tenders
<b>G</b>	<b>AWARD OF CONTRACT</b>
27	Award Criteria
28	Purchasers' Right to vary quantities at the time of award
29	Purchasers' Right to Accept any Bid and to Reject any or All Bids
30	Notification of Award
31	Issue of Contract
32	Non-receipt of Performance Security and Contract by the Purchaser
33	Return of EMD
34	Integrity Pact



## **A. PREAMBLE**

### **1. DEFINITIONS AND ABBREVIATIONS**

In this contract, the following terms shall be interpreted as indicated:

- a) **“the contract”** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) **“the contract/bid price”** means the price payable to the supplier under the contract for the full and proper Performance of its contractual obligations;
- c) **“the goods”** means, Ear Tag & ear Tag applicator in the Chapter IV: Description of goods/ Technical Specification and Chapter III: Schedule of requirements.
- d) **“services”** means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services and other such obligations of the supplier covered under the contract;
- e) **“the purchaser”** means the Managing Director, NAFED, New Delhi and includes its successors or assignees;
- f) **“the supplier”** means Manufacturers/Supplier/Importer/Consortium of EarTag& ear Tag applicator.
- g) **“the bidder”** means tenderer/ the individual or firm submitting bids/ quotation/ tender
- h) **“tender”** means bids/ quotation/ tender received from a firm/ tenderer/ bidder.
- i) **“EMD-Earnest money deposit”** means bid security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- j) **“Performance security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance security is also known as security deposits.
- k) **“Specification”** means the document/ standard that prescribes the requirement with which goods or services has to conform.
- l) **“Day”** means calendar day
- m) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or services and comparing the same with the specified requirement to determine conformity.
- n) **“L1”** means the lowest bid received in a tender, bidding process or other procurements adjudged in the evaluation process as per the tender or other procurement solicitation.
- o) **“Consignee”** means the State/UT level Authority of Department of Animal Husbandry, State/UTs.
- p) **“Designated Agency”** means agency for quality testing of ear tags authorized by DAHD.
- q) **“Consortium”** means an association, of 2 or more manufacturers/suppliers/importers which is formed by execution of proper, legal and valid instrument between/ amongst the members of consortium within the ambit of prevalent law of place of such execution.

- r) **“Authorized Agent”** means someone who has the power to act on behalf of manufacturers/suppliers/importers.
- s) **“Primary Manufacturer”** means the manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate form including processing, blending, filling, formulating, packing, labeling, and quality testing.
- t) **Wherever amount in US Dollars (\$US) is used \$1 is taken as equivalent to Indian Rupees 70 (seventy) or INR 70 and appreciation of USD exchange rate in future shall not be considered in any case.**

#### **ABBREVIATIONS**

- i. “TE Document” means Tender Enquiry Document.
- ii. “NIT” means Notice Inviting Tenders.
- iii. “FMD” means Foot and Mouth Disease.
- iv. “NAFED” means National Agricultural Cooperative Marketing Federation of India Ltd.
- v. “ICA” means International Cooperative Alliance.
- vi. “NADCP” means National Animal Disease Control Programme.
- vii. “DAHD” means Department of Animal Husbandry and Dairying
- viii. “CPPP” means Central Public Procurement Portal
- ix. “EMD” means Earnest Money Deposit
- x. “BoQ” means Bill of Quantity
- xi. “L1” means Bidder of lowest price
- xii. “GST” means Goods and Services Tax
- xiii. “GFR” means General Financial Rules
- xiv. “GIT” means General Instructions to Tenderer
- xv. “MSME” means Ministry of Micro, Small & Medium Enterprises
- xvi. “ITB” means Instruction to Bidders
- xvii. “CCA” means Controller of Certifying Authorities
- xviii. “DSC” means Digital Signature Certificate.
- xix. “SMS” means Short Messaging Service.
- xx. “PDF” means Portable Document Format.
- xxi. “XLS” means excel spreadsheet.
- xxii. “RAR” means Roshal Archive.
- xxiii. “DWF” means Design Web Format.
- xxiv. “PAN” means Permanent Account Number.
- xxv. “PKI” means public key infrastructure.

- xxvi. "ICAR" means International Committee for Animal Recording.
- xxvii. "F.O.B" means Free on Board.
- xxviii. "CIF" means Cost, Insurance and Freight
- xxix. "QC" means Quality Control.
- xxx. "COA" means Certification of Analysis.
- xxxi. "FDR" means Fixed Deposit Receipt.
- xxxii. "FOR" means Free on Rail.
- xxxiii. "COC" means Conditions of Contract.
- xxxiv. "NIT" means Notice for Inviting Tender.
- xxxv. "IEM" means Independent External Monitors.
- xxxvi. "CVC" means Central Vigilance Commission.
- xxxvii. "IP" means Integrity Pact.
- xxxviii. "BG" means Bank Guarantee
- xxxix. "SD" means security deposit
- xl. "PS" means Performance Security.
- xli. "NDDB" means National Dairy Development Board.
- xlii. "mm" means millimeter
- xliii. "gms" means grams

## **2. INTRODUCTION**

### **2.1 NAFED - AN APEX COOPERATIVE MARKETING FEDERATION IN INDIA**

In India, cooperatives play a crucial role in marketing of farmers' produce and these cooperatives have carved a unique position in the country's agriculture. Almost all secondary markets in the country have the presence of primary marketing cooperatives, which are members of the state marketing federations which in turn are the members of NAFED at the national level. NAFED is thus the Apex Level Cooperative Marketing Federation in India having its reach all across the country including the remotest parts through its three-tier structure consisting of Primary Cooperatives at the bottom, State Level Cooperatives in the middle and NAFED at the top. NAFED is also a member of International Cooperative Alliance (ICA).

### **2.2 OBJECTIVES OF THE PROGRAMME**

National Animal Disease Control Programme (NADCP) is a Government of India programme which is 100% funded by the Government of India for FMD and Brucellosis. The target is to control FMD by 2025 with vaccination and its eventual eradication by 2030. This will result in increased domestic production and ultimately in increased exports of milk and livestock products. Intensive Control programme in animals is envisaged for controlling Brucellosis which will result in effective management of the disease, in both animals and in humans.

**2.3** NAFED has been appointed as Program Logistics Agency (PLA) for this program to ensure timely procurement and delivery of FMD vaccines, Brucellosis vaccines and Ear-Tags. This e-Tender has been floated for procurement of FMD vaccines of given specifications for delivery to State/UT Headquarters on pan India basis.

## **3 AVAILABILITY OF FUNDS**

Expenditure to be incurred for the proposed purchase will be met from the funds of Ministry of Fisheries, Animal Husbandry and Dairying, Department of Animal Husbandry & Dairying (DAHD), Government of India (GoI) available with the purchaser.

## **4 LANGUAGE OF TENDER**

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by

English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

## 5 ELIGIBLE BIDDERS

- 5.1 This Invitation for Bid is open to all the eligible international manufacturers/suppliers of Ear Tag having the ability to supply ear Tag as per ICAR (International Committee for Animal Recording) specifications. The bidder should be able to supply **Polyurethane** Tag which is bar coded as per technical specifications for unique ID issued by “designated agency” conforming to ICAR specifications. The Tag applicator should compulsorily be supplied by bidder quoting for ear Tags.
- 5.2 Consortium with minimum two companies, one of which may be an Indian Company. All member of consortium must be dealing with the same product mentioned in the tender.
- 5.3 Foreign Manufacturers conforming to ICAR specifications can participate directly or through their authorized agent. One agent can represent only one company/consortium.

Bids by a Consortium: Bids submitted by a consortium shall comply with the following requirements.

- (i) The bid shall include a letter signed by all the members of the consortium who are bidding jointly for this work. (A notarized copy of the duly executed Consortium Agreement entered into between the consortiums partners shall be submitted in the technical bid as per CHAPTER-XX).
  - (ii) The contract shall be signed between the lead member and NAFED or as decided by the purchaser.
  - (iii) All transactions shall be done exclusively by the lead member of the consortium or as that agreed between the purchaser and the consortium members at the time of the award of the work.
  - (iv) The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of members of consortium shall be responsible for delivery and compliances of all provisions of the contract.
  - (v) Although lead member shall be responsible for the entire execution of the Contract yet other members of such entity shall also be jointly and severely liable for the performance of the purchase agreement.
  - (vi) A bidders should be a member in only one consortium and cannot be member of other consortium bidding against this tender
- 5.4 The interested bidder should be in relevant business.
  - 5.5 For detailed qualification criteria please refer to **CHAPTER-V** of this tender document.
  - 5.6 The bidder should have minimum average annual turnover of US\$ 1 million or Rs. 7,00,00,000/- during the last 3 financial year preceding the tender and Turnover certificate from **Chartered accountant or equivalent appropriate authority in the country of bidders** and annual report/ credit agencies rating should be enclosed as applicable.
  - 5.7 **The companies/entities which have already been awarded supply orders for supply of ear tags (Small or Large) under NADCP during the year 2019-20 &**

**2020-21 by the purchaser are not eligible to participate in the current tender through any mode i.e. either Separately/Jointly/Consortium.**

5.8 Tenderer blacklisted by any Indian Agency from supplying ear tags are not eligible to participate in this tender and Tendered are required to make self declaration in this regard in their bidding documents.

## **6 TENDERING EXPENSE**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **7. CONTENTS OF TENDER ENQUIRY DOCUMENTS**

The goods required, bidding procedures and contract terms are prescribed in the bidding documents, which includes:

- **GENERAL INSTRUCTION TO BIDDERS**
- **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**
- **SCHEDULE OF REQUIREMENTS**
- **TECHNICAL SPECIFICATIONS**
- **QUALIFICATION CRITERIA**
- **BID FORM AND PRICE SCHEDULES**
- **PROFORMA**
- **CONTRACT FORM**

## **C. PREPARATION OF TENDER DOCUMENT**

### **8. GENERAL INSTRUCTIONS TO TENDERERS**

The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the documents mentioned at B part above. The interested tenderer are expected to examine all such details etc. to proceed further.

#### **8.1 Clarification of bidding documents**

A prospective bidder requiring any clarification qua the bidding documents may notify the purchaser in writing or by e-mail at the purchaser's mailing address indicated in the Notice Inviting Tender (NIT). The purchaser will ***respond through a Consolidated Corrigendum on CPP Portal*** to any request for clarification of the bidding documents, which it receives prior to and during the Pre-bid meeting.

## 8.2 Amendment of bidding documents

- I. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing suitable amendment(s).
- II. The amendments will be notified ***through a Corrigendum on CPP Portal.***
- III. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

## 9. DOCUMENTS COMPRISING THE TENDER:

The tender to be submitted **ONLINE only** by tenderer and shall contain the following documents duly filled in:

The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the bidder shall comprise the following:

### 9.1 TECHNICAL BID

- i. **Earnest money/Bid Security** is to be submitted physically in accordance with clause 15.1 of ITB alternatively, documentary evidence for claiming exemption from payment of earnest money as mentioned in clause 15.2 of ITB. Scanned copy of EMD should be uploaded at the CPP Portal.
- ii. Signed and scanned copy of **Documents as listed below**, scanned copy of EMD should be uploaded at the CPP Portal.
- iii. 20 samples of Ear Tags each for small and large animals and 2 ear Tags applicators should be submitted to the purchaser before the opening of Technical bid. In house/external Test report for ear tag and applicator must also be provided.
- iv. Estimated Monthly supply capacity each for small and large tags of the Consortium needs to be given for financial years 2019-20 and 2020-21 as per format provided in CHAPTER VII
- v. The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document.

S.No	Document	Remarks
1	Certificate of registration	To be provided by bidder

2	GST registration certificate of lead company	To be provided by bidder
4	Copy of certificate issued by concerned authority for commercially manufacturing and supply of ear Tag& ear Tag applicator.	To be provided by bidder
5	In case of supplier/ agent – details of which company/manufacturer it is representing	To be provided by bidder
6	Certificate of Origin	To be provided by bidder
7	Duly signed and executed copy of consortium agreement	Chapter XX
8	Authorization from consortium members to the lead member	Chapter XXI
9	Balance Sheet of last 3 years for both individual and all members of consortium	To be provided by Bidder
10	Relevant past business experience certificate	<b>CHAPTER-VIII</b> Performance Statement
11	Brief write-up as per clause 4, Chapter V	To be provided by bidder
12	Self-declaration form duly signed declaring that the manufacturer/supplier / importer / Consortium has not been blacklisted by any Indian Government Organization individually or collectively.	To be provided by bidder
13	Authorization from Board of Directors/Competent Authority authorizing the person to sign the tender document before uploading on portal.	<b>CHAPTER-X</b>
14	Clause by clause commentary on Technical specification as per GIT clause 13	To be provided by bidder
15	Signed copy of Integrity Pact	<b>CHAPTER-XIX</b>



**Note: - The tenderer may also enclose in their tenders' technical literature, brochures and other documents in addition to above, if any and required as per tender document in pdf format.**

## **9.2 PRICE BID**

The Financial bid should contain the following:

**9.2.1 PRICE SCHEDULE** as prescribed at **CHAPTER-VI**

**9.2.2 BID TENDER FORM** as prescribed at **CHAPTER-IX**

Price schedule/BoQ in PDF form is given only for reference and information of the bidder. Price schedule/BoQ in xls. format is to be downloaded from CPP Portal and uploaded after filling the required information.

Note:

- i. It is the responsibility of bidder to go through the bid document to ensure furnishing all required documents in addition to above, if any.
- ii. A tender, which is not fulfilling any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- iii. Tender sent by fax/e-mail shall be ignored.

## **10. TENDER QUANTITY**

- a. Tender quantity is 115 Million Ear Tags for large animal and 140 Million Ear tags for small animal and 127,500 units for Tag applicators.
- b. The tenderer should quote rate for minimum supply quantity of 10 Million Ear Tags (5000 Tag applicators). The tender quantity should be quoted in multiple of 10 Million Ear Tags.
- c. The interested tenderer are required to supply minimum of 10 Million ear tag per month for large animals for 4 months starting from March 2020 onwards and 10 Million ear tags / month for small animals in 6 months starting from June 2020.
- d. The supply should be made within 30 days after placing of order.

## **11. BID PRICES.**

**11.1** The Bid price of the Goods should be provided for delivery up to State/UT headquarter on pan India basis and shall show the following as mentioned in **CHAPTER - VI**:

- i. Basic ex-factory Price/ FOB rate of goods (Tags and Tag applicators),
- ii. freight (ship/ Air/ domestic distribution separately). Domestic distribution cost shall also include handling, insurance and miscellaneous expenses.
- iii. customs duty, IGST and other taxes as applicable

### **11.2 Customs Duty:**

11.2.1 In respect of imported goods offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable and also the

customs duty payable on the quoted goods in the Price Schedule. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

11.2.2 If a Tenderer chooses to quote a price inclusive of Custom Duty and also desires to be reimbursed for variation, if any, in the Custom Duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Custom Duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

11.2.3 Subject to sub clauses 11.2 (a) & (b) above, any change in Custom Duty upward/downward **as a result of any statutory variation** in Custom Duty taking place within contract terms shall be allowed to the extent of actual quantum of Custom Duty paid by the supplier. In case of downward revision in Custom Duty, the actual quantum of reduction of Custom Duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any obtained by the supplier.

11.3 The need for indication of all such price components by the tenderer, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

11.4 Prices quoted by the bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.5 The price schedule/BOQ to be submitted online in the given format. The BOQ in word format is given from reference of the tenderer only

## **12 Bid currencies**

**12.1 The bidder shall quote prices only in Indian Rupees. The bidder shall quote prices of the offered goods on delivery at the State Headquarters.**

**12.1.1 In case of offered imported goods, the successful bidder shall be entirely responsible for import of offered goods, custom clearance, payment of custom duty and delivery of the same at the consignee's place. Please note that in case of imported goods, the successful bidder after import in India shall arrange necessary storage (at his own cost) for the same, if it is needed before delivery at the Consignee's place. The successful bidder shall also arrange necessary facilities for inspection of imported goods, if NAFED desires so.**

**12.1.2 In case of offered indigenous goods, the successful bidder shall be entirely responsible to offer the same for inspection at the manufacturer's facility, if NAFED desires so. The successful bidder shall also arrange necessary facilities for inspection of offered goods, if NAFED desires so.**

**12.2 Tenders, where prices are quoted in any other way shall be treated as non - responsive and rejected."**

### **13 VALIDITY OF BIDS.**

- 13.1 Bids shall remain valid for acceptance for a period of **18 months** after the date of tender opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive. The validity of bid may be increased at the discretion of purchaser.
- 13.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing/e-mail. The performance security provided under **clause 6 of COC of Chapter – II** shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

### **14 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO TENDER DOCUMENT.**

- 14.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the **Chapter IV (Technical Specification)** of Tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 14.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 14.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## 15 Bid security/EMD

- 15.1 Bid security of INR 14,00,000 or US\$ 20,000 (US DOLLAR Twenty Thousand only) shall be provided by the interested bidder for every 10 Million tags bided. A scanned copy of the bid security will be uploaded at the CPP portal at time of bidding. However, bid security in hard copy will be deposited to the purchaser before opening of technical Bid.
- 15.2 The bidders who are currently registered and also will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi NSIC/MSME for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC)/MSME.
- 15.3 The earnest money shall be denominated in US\$ or Indian Rupees. The earnest money shall be furnished in one of the following forms:
- 15.3.1 Account Payee Demand Draft/Pay orders**
  - 15.3.2 Fixed Deposit Receipt**
  - 15.3.3 Bid Bond**
  - 15.3.4 Banker's cheque and**
  - 15.3.5 Bank Guarantee**
- 15.4 The demand draft/Pay order, fixed deposit receipt or banker's cheque shall be drawn on any specified commercial bank, in favor of the **“National Agricultural Cooperative Marketing Federation of India Ltd”** payable at New Delhi.” In case of bank guarantee/ bid bond, the same is to be provided from any specified commercial bank. List of specified Banks is provided at **CHAPTER-XVII** of TE Document.
- 15.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 15.6 Unsuccessful tenderer's earnest money will be returned to them without any interest after finalization of tender. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer or EMD can be adjusted against Performance Security.
- 15.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser, if it fails to furnish the required performance security within the specified period.
- 15.8 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 19 of COC.

15.9 The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India) subject to meeting of quality, technical specifications and bid quantity.

## **16 SIGNING AND SEALING OF THE TENDER**

All the scan copies of the documents shall be duly signed digitally at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender.

### **D.FORMAT AND SUBMISSION OF BID**

## **17 SUBMISSION OF BID**

**17.1 The bid shall be submitted online only.**

**17.2** The bidder must ensure that they submit their bids not later than the closing time and date specified for submission of bids. It is the responsibility of the bidders to ensure that their bids submitted by the specified date and time. In the event of the specified date for submission of bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

## **18 PRE-BID MEETING**

**18.1** A Pre-Bid meeting shall be conducted at 2:00pm on 14.02.2020 at the following address:

**NAFED HOUSE, Siddhartha Enclave,**

**Ashram Chowk, Ring Road,**

**New Delhi – 110014**

**Telephone: 011-26340019**

**Fax: 011-26340261**

**18.2** In case any bidders require any clarification on the specification, test parameters, quality assurance, end use, they can raise their query on or before the pre-bid meeting date given in the tender notice. Bidders' queries will be consolidated and reply will be prepared and offered to bidders who choose to be present in the pre-bid meeting and also consolidated reply/decision will be uploaded on CPP Portal.

## **19 DEADLINE FOR SUBMISSION OF BIDS.**

Bids must be received by the purchaser no later than the time and date specified in the Notice Inviting Tender.

The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bidding documents, in which case all rights and obligations of the purchaser

and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **20 LATE SUBMISSION of BIDS.**

Since it is an online process of bidding, the system will not accept any late submission of bids.

## **21 MODIFICATION AND WITHDRAWAL OF BIDS.**

Bidders may note that the system allows the bidder to modify his/ her bid at any time before the close of the deadline for submission. This action does not require any written approval in the system.

## **E. BID OPENING**

### **22 OPENING OF BIDS**

22.1 Bid Opening Committee will open the Technical Bid at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

22.2 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidder.

22.3 Price bids of the technically qualified bidders will be opened after giving suitable notice on CPP Portal or through email.

## **F. SCRUTINY AND EVALUATION OF TENDER**

### **23 BASIC PRINCIPLE**

23.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### **24 PRELIMINARY SCRUTINY OF TENDERS**

24.1 The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

24.2 The following are some of the important aspects, for which a tender shall be declared unresponsive and ignored: -

24.1.1 Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.

24.1.2 Bid tender form as per **CHAPTER-IX** (signed and stamped) not enclosed

24.1.3 Tender validity is shorter than the required period.

24.1.4 Tenderer has not agreed to give the required performance security.

24.1.5 Goods offered are not meeting the tender enquiry specification.

24.1.6 Tenderer has not agreed to other essential condition(s) specially incorporated in the TE like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

24.1.7 Tenderers who stand deregistered/banned by Indian Government Authorities are not eligible as per ITB Clause 5.

24.1.8 The tenderers who don't meet the qualification criteria laid down in the clause 5 of ITB.

## **25 DISCREPANCIES IN BID PRICES**

25.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

25.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

25.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clauses 25.1 and 25.2 above.

25.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

## **26 COMPARISON OF TENDERS**

**The comparison of the responsive tenders shall be carried out on basic price, Freight and forwarding including insurance expenses of Ear Tags (Small and Large separate) and Ear Tag Applicator on C.I.F basis upto State/UT Headquarters (Consignee Site) PAN INDIA BASIS. Taxes/custom duties as applicable shall not be considered for comparison of tenders.**

## **G. AWARD OF CONTRACT**

## **27 AWARD CRITERIA.**

27.1 Subject to clause 29 and clause 11, the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

- 27.2 Tags and Tag applicators shall be ordered from L1 firm. In case the requirement is more than the committed monthly supply, the purchaser may take further decision to fulfill the requirement at L1 rates.
- 27.3 Final right to allocate the destinations lies with purchaser. No complaint whatsoever will be entertained by the purchaser.
- 27.4 The supply order for Tags and Tag applicators shall be as per their monthly supply capacity and ability to supply as per **CHAPTER-VII**. Each bidder shall indicate their supply capacity of EarTags and EarTag applicators per month upto February, 2021.
- 27.5 In case of failure of any supplier to supply the quantities assigned/ apportioned, as above, either fully or partially, for whatsoever reasons, the purchaser reserves the right to procure such quantity to the extent of such deficit/short supply, from L1 or any other successful bidder at L1 rates.
- 27.6 In case, the bidder is unable to supply the contracted/agreed to quantity of Tags and Tag applicators in the stipulated time a **penalty of 5% per week and upto 20% of the contract value of the unsupplied stock of Tags and Tag applicators plus taxes of which the supplier failed to supply, shall be imposed on the respective bidder(s)**. The purchaser shall have the liberty to give either fresh order for such case or to give supply order to other bidder(s).
- 27.7 Performance of suppliers would be monitored and reviewed on monthly basis. Based on their performance, the purchaser reserves the right to change the order quantity to be supplied by the suppliers subsequently.
- 27.8 L-1 for small and large tags will be derived from BoQ separately. The award of contract to small and large tags will be independent of each other.

## **28 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD.**

- 28.1 At the time of award of contract or during the validity of the bid/contract, the purchaser reserves the right **within the validity period of offer** to increase or decrease the quantity of Tags and Tag applicators up-to 50% of the tender quantity as specified in the '**CHAPTER-III**' without any change in approved prices or other terms and conditions of the tender.
- 28.2 In case the bidder accepts the change in quantity and failed to supply the goods then the cancelled quantity may be awarded to the other bidders/ contract holder at the same rate, terms and conditions of the contract. Penalty as per clause19 of COC Liquidity damage Chapter-II will be applicable.

## **29 PURCHASER'S RIGHT TO ACCEPT ANY BID AND OR TO REJECT ANY OR ALL BIDS.**

The purchaser reserves the right to accept or reject any bid and to annul the tendering process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action. Appropriate decision



will be taken by the purchaser as per law and communicated to the bidders. After pre-bid meeting and taking part in tender, no questioning of bidding document condition bidding process shall be entertained.

### **30 NOTIFICATION OF AWARD OF WORK.**

The e-procurement module allows the purchaser to notify award of contract to the successful bidder through the online process. Simultaneously, an award letter to the successful bidders will also be issued through email/post by the purchaser as per format mentioned at **CHAPTER-XIII**. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Security within 10 working days from the date of award, pursuant to clause 29, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to clause 15 of ITB.

### **31 ISSUE OF CONTRACT.**

a) Promptly after notification of award, purchaser shall mail the contract form as per **CHAPTER-XIV** duly completed and signed, in duplicate to the successful bidder by registered post.

b) Within Ten (10) working days from the date of the contract, successful bidder shall return the original copy of the contract duly signed and dated to the purchaser.

### **32 NON-RECEIPT OF PERFORMANCE SECURITY AND CONTRACT BY THE PURCHASER.**

32.1 Within Ten (10) working days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance security in accordance with the conditions of contract, in the Performance security form provided in the bidding documents as per **CHAPTER XVII** or another form acceptable to the purchaser.

32.2 Failure of successful bidder in providing performance security and returning of duly signed contract in terms of ITB clause 31 above shall make the bidder liable for forfeiture of EMD.

### **33 RETURN OF EMD**

EMD of the bidder will be returned without any interest as per ITB clause 15.6.

### **34 INTEGRITY PACT**

All bidders and the purchaser will enter into an Integrity Pact as per **Chapter -XIX**.

## **CHAPTER II - CONDITIONS OF CONTRACT (COC)**

<b>Clause Number</b>	<b>Topic</b>
01	Application
02	Country of origin
03	Standards
04	Use of contract documents and information
05	Patent rights
06	Performance security
07	Inspection and tests
08	Quality Test
09	Packaging
10	Delivery and documents
11	Transportation
12	Warranty
13	Payment
14	Prices
15	Taxes and duties
16	Change orders
17	Contract amendments
18	Assignment
19	Delays in suppliers' Performance
20	Liquidated damages
21	Termination for default
22	Termination for insolvency
23	Force Majeure

24	Resolution of disputes
25	Governing language
26	Applicable law
27	Notices
28	Execution

## **1 APPLICATION**

These conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract.

## **2 COUNTRY OF ORIGIN**

2.1 The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.

2.2 The country of origin may be specified in the Price Schedule

## **3 STANDARDS**

The goods supplied under this contract shall conform to the standards mentioned in the ‘Technical Specifications, **Chapter-IV** of the tender document.

## **4 USE OF CONTRACT DOCUMENTS AND INFORMATION.**

4.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the Performance of the contract. Disclosure to any such employed person shall be made confidential and shall extend only so far as may be necessary or purposes of such Performance.

4.2 The supplier shall not, without the purchaser’s prior written consent, make use of any documentary information enumerated in clause 04.01 except for purposes of performing the contract.

4.3 Any document other than the contract itself, enumerated in clause 04.01, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s Performance under the contract if so, required by the purchaser.

## **5. PATENT RIGHTS**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in the purchaser’s country.

## **6 PERFORMANCE SECURITY**

6.1 Within Ten (10) working days after the purchaser’s issue of notification of award, the supplier, whether or not registered with the MSME shall furnish Performance security to the purchaser for an amount equivalent to 5% (five percent) of the contract value awarded. Performance security should remain valid up to 90 (ninety) days after the completion of Performance obligations excluding warranty obligations.

- 6.2 The Performance security shall be denominated in US\$ or Indian Rupees and shall be in the form of a Fixed Deposit Receipts or Banker's Cheques or Account Payee Demand Drafts or Bank Guarantees (in the prescribed proforma given in **CHAPTER-XI & CHAPTER-XII** issued by any of the scheduled banks as per list given in **CHAPTER-XVII**).
- 6.3 The proceeds of the Performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 6.4 The Performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's Performance obligations excluding the warranty obligations under the contract.

## **7 INSPECTION AND TESTS**

- 7.1 The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The 'Technical Specifications' and 'Inspection authority and test details' indicated in "**CHAPTER-IV**" & **CHAPTER-XVI** respectively shall specify what inspections and tests the purchaser required. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.
- 7.2 All sample collected at the site (manufacturing or delivery) would be tested by "designated agency".
- 7.3 The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at the goods' final destination at State/UT level and/or any other destination decided by purchaser. When conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 7.4 In case, any sample inspected or tested, fail to conform to the specifications, NAFED, as purchaser may reject its corresponding batch. The supplier shall replace the rejected goods free of cost to the purchaser, within a period of 30 (thirty) days of intimating such rejection.
- 7.5 The purchaser's right to inspect, test where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.
- 7.6 Nothing mentioned in the above sub clauses shall in any way release the supplier from any warranty or other obligations under the contract.

## **8 QUALITY TESTS**

- 8.1 Sample for quality testing would be drawn from all the State/UT Headquarter in which bidder have supplied ear tags.
- 8.25 **random** samples per State/UT Headquarter would be taken for testing purpose by NAFED

and sent to designated agency.

8.3 Testing will be conducted at designation agency as mentioned in the technical specifications in Chapter- IV on a random basis.

8.4 The results of the quality tests would be provided by designated agency to NAFED within 15 days working days.

## **9 PACKAGING**

9.1 The item should be packed in batches of 100 pieces in a good quality polyethylene bags indicating beginning and ending numbers and further packed in a corrugated box containing 2000 pieces of ear Tags + 1 tag applicator.

9.2 Packing and labeling shall appear in English language. The Ear Tag & Tag applicator boxes labels/inserts shall include “to use precautions”, batch numbers, date of manufacture, name of manufacturer, delivery location and QR code.

9.3 All corrugated boxes and other packing should contain label/ stamped

“NADCP, GOVT OF INDIA”

“**NOT FOR SALE**” in English.

9.4 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage. Packing case size and weights shall be taken into consideration, where applicable, the remoteness of the good’s final destination and the absence of heavy handling facilities at all points in transit.

### **9.5 Packaging instructions:**

The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with the following or as per prescribed norms:

- 9.5.1 brief description of goods,
- 9.5.2 contract no. and date,
- 9.5.3 supplier’s name and address,
- 9.5.4 packing list reference number
- 9.5.5 batch number(s) of Tags and Tag applicators and
- 9.5.6 consignee’s name and full address.

### **9.6 QR Code Clause under packaging:**

- 9.6.1 Unique QR code with unique reference number with minimum dimension of 1.5”×1.5” shall be applied in the secondary level packaging. Data should be provided to NAFED in softcopy in excel format. Format for the same shall be

provided by NAFED.

9.6.2 Cost of printing and placement of Unique QR code would be borne by the Manufacturer.

9.6.3 The QR code should be fit for purpose (resistance to water and abrasion) ensuring QR code readability/scan-ability is maintained till delivery of consignment.

## **10 DELIVERY AND DOCUMENTS**

10.1 **TERMS OF DELIVERY**– The bidders shall be responsible for F.O.R delivery at all State/UT Headquarter on PAN India basis and arrange safe delivery at the consignee's address as mentioned in the supply order. Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in writing from time to time which shall be in conformity to the schedule of requirement placed at A and B sections of **CHAPTER-III**.

10.2 Within 24 hours of dispatch, the supplier shall notify by email/agreed online mechanism to the purchasers/consignee/indenter/the paying authority, the full details of dispatch and also shall supply following documents:

- i. copies of supplier's invoice showing goods description, quantity, unit price and total amount,
- ii. Consignment Note,
- iii. Manufacturer's /supplier's guarantee certificate,
- iv. Inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report,
- v. Certificate of origin and any other document specified in the notification of award/contract.
- vi. Insurance

## **11 TRANSPORTATION**

11.01 The goods supplied under the contract, if considered necessary, shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

11.02 Where the supplier is required to affect delivery under any other modes, the supplier shall be required to meet all transport and storage expenses until delivery.

11.03 The supplier shall make arrangements for part-shipments and/or transshipment after informing the purchaser.

## **12 WARRANTY**

12.01 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvement of design and material unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defects arising from laser printing,

design, materials or workmanship or from any act of omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 12.02 The purchaser/indenter shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.03 Upon receipt of such notice, the supplier shall, with all reasonable speed, replace the goods, free of cost at the ultimate destination. No claim whatsoever shall lie on the purchaser for the replaced goods thereafter.
- 12.04 If the supplier, having been notified, fails to remedy the defect(s) within 30 days of notification the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 12.05 The warranty for defective goods will begin *de novo* from the date of replacement.
- 12.06 The period of warranty shall be 1 year after the supply Ear Tags and ear Tag applicators.
- 12.07 If Ear Tags and Tag applicators batch taken for testing by designated agency are delivered in the field but fail the quality control test then that batch of Ear Tags and Tag applicators supplied shall be replaced by the Supplier at its own cost and the cost of Tagging (@Rs 2.5/Tag or 0.04 US\$ / Tag) shall also be recovered from the supplier. No payment shall be made for the batch of Tags and Tag applicators which fails this test.

### **13 PAYMENT**

The approved rate shall be paid to the supplier on fulfillment of the following conditions:

- 13.01 On submission of a claim supported by copy of acceptance certificate issued by the consignee/purchaser's representative in the proforma given in **CHAPTER-XV**.
- 13.02 The following documents shall be provided by the supplier before release of payment
- a) Invoice raised on the purchaser in original indicating Purchase Order date and number, the quantity of goods delivered, unit price, total value including transportations, handling and taxes/custom duty.
  - b) The supplier shall also enclose manufacturer's test certificate of each batch/lot of supplied, guarantee certificate, certificate of original along with the bill/invoice.
  - c) The supplier will submit bills only after completion of entire delivery indicated in the purchase order. No part invoicing and payment is allowed under the contract.
- 13.03 100% payment within 1 month after supply of the required goods, receipt of above documents and fulfillment of quality tests as mentioned in clause 8 of Chapter-II.
- 13.04 While claiming payment, the supplier shall also certify in the bill that the payment being claimed is strictly as per terms of the contract and the entire obligation on the part of the supplier for claiming that payment has been fulfilled as required under the contract.



- 13.05 Un-utilized quantity of the defective Tags and Tag applicators, if any, shall be replaced and manufacturers/ suppliers will be responsible for immediate lifting of the defective ear Tags and ear Tag applicators in all respect.
- 13.06 Payment will be made in Indian rupees.
- 13.07 Payment will be made subject to recoveries, if any, by way of liquidity damages or any other charges/ recoveries as per terms of the contract.
- 13.08 The supplier will not claim any interest on due payment under the contract.

#### **14 PRICES**

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices accepted by the purchaser and mentioned in the award of contract.

#### **15 TAXES AND DUTIES**

Supplier shall be entirely responsible for all taxes, duties, fees, levies, etc. incurred until delivery of the contacted goods to the purchaser at the consignee address **(STATE/UT HEAD QUARTERS PAN INDIA BASIS)**.

#### **16 CHANGE ORDERS**

16.01 The purchaser may at any time by a written order given to the supplier pursuant to clause 28.1 of CHAPTER I, make changes within the general scope of the contract in any one or more of the following:

- a) specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser;
- b) the method of packing;
- c) the place of delivery
- d) quantity of supply is different from one indicated at **CHAPTER-III** of the tender.
- e) the services to be provided by the supplier.
- f) Extension in period of contract where the approved rate, terms & conditions remains the same.
- g) Any other area of the contract, as felt necessary by the purchaser on the merits of the case.

16.02 If any such change causes an increase or decrease in the time required for, the supplier's Performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract delivery schedule and the contract shall accordingly be amended. Any claims by the supplier for adjustment under

this clause must be asserted within thirty (30) days from the date of purchaser's change order.

## **17 CONTRACT AMENDMENTS**

No variation or modification of the main terms of the contract shall be made except by written amendment signed by the parties.

## **18 ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract.

## **19 DELAYS IN THE SUPPLIER'S PERFORMANCE.**

19.1 Delivery of the goods and Performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser.

19.2 Any unexcused delay by the supplier in the Performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:

19.2.1 Forfeiture of its Performance security.

19.2.2 imposition of liquidated damages and/or

19.2.3 Termination of the contract for default.

19.01 If at any time during the Performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and Performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for Performance. However, the matter may be considered on case to case basis by the purchaser.

## **20 LIQUIDATED DAMAGES**

### **20.1 For delays:**

Subject to clause 22, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, **shall impose the penalty of 20% of the contract value of the Ear Tags and Tag applicators including taxes which the supplier failed to supply**. The purchaser shall have the liberty to give either fresh order for such case or to give supply order to other bidder(s).

### **20.2 For shortfall in Performance:**

20.2.1 Defective Ear Tags and Tag applicators if any, Supplier shall be responsible for immediate lifting of the defective Tags and Tag applicators in all respect.

20.2.2 If Ear Tags and Tag applicators batch taken for testing by designated agency are delivered in the field but fail the quality control test then that batch of Ear Tags and Tag applicators supplied shall be replaced by the **Supplier at its own cost and the cost of Tagging**

**(@Rs 2.5/Tag or US\$ 0.04) shall also be recovered from the Supplier.** No payment shall be made for the batch of Tags and Tag applicators which fails this test.

20.2.3 If the supplier fails to replace the Ear Tags and Tag applicators as per Clause 19.02 (B), Total cost of the batch which corresponding sample has failed + Tagging cost @Rs.2.5/Tag or 0.04 US\$ will be recovered from the supplier.

20.2.4 If 03 (three) consecutive batches of Ear Tags and Tag applicators of a particular Supplier fail QC tests, then purchaser/NAFED may terminate the contract with supplier. This information shall be shared with the Department (DAHD).

## **21 TERMINATION FOR DEFAULT**

21.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

21.1.1 if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or any extension thereof granted by the purchaser pursuant to Clause 15.01.

**OR**

**21.1.2** If the supplier fails to perform any other obligation(s) under the contract or fails to maintain the quality of the Tags and Tag applicators as specified in the technical specification **Chapter-IV** of the contract.

21.2 In the event the purchaser terminates the contract in whole or in part, pursuant to clause 21, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue Performance of the contract to the extent not terminated.

## **22 TERMINATION FOR INSOLVENCY**

The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to the supplier, if the supplier becomes a bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **23 FORCE MAJEURE**

23.1 Notwithstanding the provisions of clause 20, 21 and 22 the supplier shall not be liable for forfeiture of its Performance security, liquidated damages or termination for default, if and to the extent that, its delay in Performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

23.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and

freight embargoes.

23.3 If a force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the Force Majeure event.

## **24 RESOLUTION OF DISPUTES**

24.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

24.2 If, after thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to formal mechanism specified in clause 24.03 below.

24.3 The dispute resolution mechanism to be applied pursuant to clause 23.02 shall be as follows:

- a) The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b) if parties are not satisfied, disputes between the parties shall be decided by the sole arbitrator in terms of Arbitration and Conciliation Act of 1996 (as amended upto date) and seat and venue of arbitration shall be at New Delhi. The language of arbitration shall be English.

## **25 GOVERNING LANGUAGE.**

The contract shall be written in the language of the bid, as specified by the purchaser in the '**Instructions to Bidders**'. that English version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

## **26 APPLICABLE LAW & JURISDICTION.**

The contract shall be interpreted in accordance with the Laws of Republic of India and all disputes between the parties shall be subject to Delhi jurisdiction only.

## **27 NOTICES**

27.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by email or fax and confirmed in writing to the address specified for the purpose in the notification of award/contract.

27.02 A notice shall be effective when delivered or on the effective date of notice, whichever

is later.

## **28 EXECUTION:**

This agreement has been approved by the Competent Authority of NAFED vide approval dated \_\_\_\_\_ in the file no \_\_\_\_\_ and on behalf of NAFED through the \_\_\_\_\_ who has duly been authorized by the Managing Director of NAFED vide authorization letter dated \_\_\_\_\_ which is enclosed herewith as Annexure \_\_\_\_ This agreement is being signed on behalf of \_\_\_\_\_ through its Director/Partner/Proprietor \_\_\_\_\_ S/o \_\_\_\_\_ who has duly been authorized by the Board of Directors of the Company vide Board resolution/partnership firm/proprietorship firm dated \_\_\_\_\_ which is annexed herewith as annexure \_\_\_\_\_

**CHAPTER - III**  
**SCHEDULE OF REQUIREMENTS**

ITEM	DESCRIPTION	QUANTITY	DELIVERY PERIOD
Ear Tags and Tag applicators	Ear Tags for large animals as per table – A of Chapter-IV	115 Million	Within 1 Month of the orderuptoState/UT Headquarters on PAN INDIA BASIS
	Ear tag for small animals (sheep, goat and pig) as per Section-B of Chapter-IV	140 Million	
	Technical specifications for tag applicator as per Section-C of Chapter-IV. Compatible Universal applicator with 2 extra pins should be supplied, which should be capable of ear Tagging at least 2000 large/small animal.	127,500 units (@ one applicator per 2000 units of ear tags)	

# CHAPTER – IV-TECHNICAL SPECIFICATIONS

## TECHNICAL SPECIFICATIONS

### SECTION-A

#### TECHNICAL SPECIFICATIONS OF EARTAG& EAR TAG APPLICATOR FOR LARGE ANIMALS

Sr.No.	DESCRIPTION						
1	<b>Description:</b> The ear Tag composed of two parts (Male + Female). The male part is a button with a diameter of 27 mm ( $\pm 2$ mm). The male part should have a metal point. The size of the female piece should be comprised between 55 x 65 mm and 60X80 mm with a closed head.						
2.	<p><b>Raw Material:</b> The Tag should be made from Ether Grade Thermoplastic Polyurethane material that should be resistant to ultraviolet light, high and low temperature, impossible to reopen by wrench and should be tamperproof.</p> <p>The suppliers should provide documentation from independent and recognized sources to demonstrate the non-resolvability of its Tags. Pull test certificate for the ear Tag with minimum 28kgF pull test force shall be furnished at the time of submitting technical bid.</p>						
3.	<b>Weight:</b> The weight of the Ear Tag (male+female) should be 7 grams ( $\pm 10\%$ )						
4	<p><b>Printing (Laser):</b> The supplier should obtain identification number for ear Tags from NDDB and font colour should be black.</p> <table border="1"> <tr> <td>1st Line</td><td>One Dimensional barcode with encoding 128, 10mm high (<math>\pm 1</math>mm)</td></tr> <tr> <td>2nd Line</td><td>A row of 6 digits, 10mm high (<math>\pm 1</math>mm)</td></tr> <tr> <td>3rd Line</td><td>A row of 6 digits, 18mm high (<math>\pm 1</math>mm)</td></tr> </table>	1st Line	One Dimensional barcode with encoding 128, 10mm high ( $\pm 1$ mm)	2nd Line	A row of 6 digits, 10mm high ( $\pm 1$ mm)	3rd Line	A row of 6 digits, 18mm high ( $\pm 1$ mm)
1st Line	One Dimensional barcode with encoding 128, 10mm high ( $\pm 1$ mm)						
2nd Line	A row of 6 digits, 10mm high ( $\pm 1$ mm)						
3rd Line	A row of 6 digits, 18mm high ( $\pm 1$ mm)						
5	Number & Bar code should be covering full size of the female Tag and leaving 2 mm margin on all sides						
6	The printing must be as dark as possible to ensure the readability of the bar code over the years. The supplier should provide documentation to demonstrate the readability of its Tags over the years. Animal Breeding (AB) Group, NDDB will send the list of twelve-digit numbers to be laser printed on ear Tags.						
7	<b>Colour:</b> The colour of the Tag should be lemon yellow.						
8	<b>Packing:</b> In order to manage the Tag inventory, the ear Tags should be packed in batches of 100 pieces in a good quality polyethylene bags indicating beginning and ending numbers and further packed in a <b>corrugated box containing 2000 pieces of ear Tags + 1 applicator</b>						
9	<b>Ear Tag Applicator:</b> Compatible Universal applicator with 2 extra pin along with the ear Tags should also be supplied.						

10	<p><b>Ear Tag Test Report:</b> a) Ether Grade Test Report is required to be provided at the time of supply (Finished good).</p> <p>34.1 Supplier' test certificate should be attached with the proposal (Raw Material).</p>
----	---

## SECTION-B

### TECHNICAL SPECIFICATIONS OF EARTAG& EAR TAG APPLICATOR FOR SMALL ANIMALS (SHEEP, GOATS AND PIG)

S.No.	DESCRIPTION		
1	<p><b>Description:</b> The ear Tag composed of two parts (Male + Female). The male part is a button with a diameter of 27 mm (<math>\pm 2</math>mm). The male part should have a metal point. The size of the female part of ear Tag is Single, uniform, global medium, dimension <math>41 \pm 1</math>mm x <math>50 \pm 1</math> mm with a closed headused for ear Tagging of animals.</p>		
2.	<p><b>Raw Material:</b> The Tag should be made from Ether Grade Thermoplastic Polyurethane material that should be resistant to ultraviolet light, high and low temperature, impossible to reopen by wrench and should betamperproof.</p> <p>The Supplier shouldprovidedocumentationfromindependentandrecognized sources to demonstrate the non-resolvability of itsTags. Pull test certificate for the ear Tag with minimum 28kgF pull test force shall be furnished at the time of submitting technical bid.</p>		
3.	<p><b>Weight:</b> The weight of the Ear Tag (male+female) should be 6 grams (<math>\pm 10\%</math>)</p>		
4	1st Line	One Dimensional barcode with encoding 128, 7mm high ( $\pm 1$ mm)	
	2nd Line	A row of 6 digits, 6mm ( $\pm 1$ mm)	
	3rd Line	A row of 6 digits, 8mm ( $\pm 1$ mm)	
	<p><b>Printing: (Laser)</b>The Supplier should obtain identification number for ear Tags from NDDb and the font colour should be black</p>		
5	Number & Bar code should be covering full size of the female Tag and leaving 2mm margin on all sides		
6	The printing must be as dark as possible to ensure the readability of the barcode over the years. The supplier should provide documentation to demonstrate the readability of its Tags over the years. DAHD, will send the list of twelve-digit number to be laser printed on ear Tag.		
7	<p><b>Colour:</b>The colour of the Tag should be light purple. (Colour code- RAL-3208015)</p>		
8	<p><b>Packing:</b> In order to manage the Tag inventory, the ear Tags should be packed in batches of 100 pieces in a good quality polyethylene bags indicating beginning and ending numbers and further packed in a corrugated box containing <b>2000 pieces of ear Tags + 1 tag applicator</b></p>		



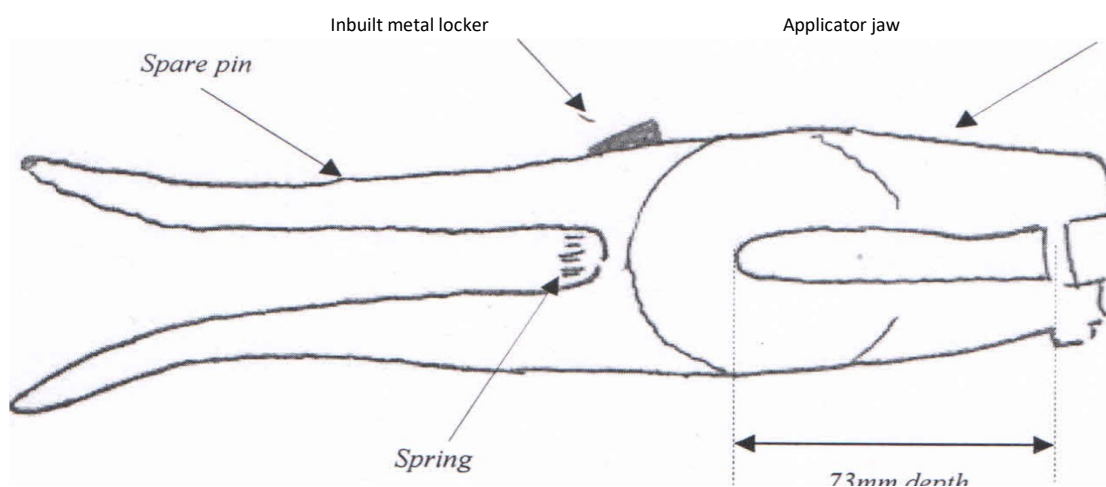
9	<b>Ear Tag Applicator:</b> Compatible Universal applicator with 2extra pin along with the ear Tags should also besupplied.
10	<b>Ear Tag Test Report:</b> a) Ether Grade Test Report is required to be provided at the time of supply (Finished good). b) Supplier' test certificate should be attached with the proposal (Raw Material).

### SECTION C: Technical specification for Tag applicator

The applicator and its pin should be reliable for mass Tagging and should be supplied by ear Tagssuppliers for ear Tag. The pin should be reliable for a minimum of 2,000 ear Tag applications. Undertaking for the same shall be given by the bidder/supplier.

1. The applicator should be branded with the manufacturer's name /logo engraved on the metal portion on the upper applicator's jaw.
2. A spare pin should be supplied along with each applicator and located in the applicator's handle.
3. The applicator' weight should not exceed 300 gms +/-10%.
4. The applicator should be made of high-quality die cast aluminum.
5. The applicator should have an inbuilt metal locker located in the articulation jaw only.
6. The ear Tag applicator should be compatible for the application of visual ear Tags.
7. Each ear Tag applicator should be packaged individually into a good quality plastic bag along with a colored notice/instruction to use of ear Tag application in English.

Drawing:



## II SPECIAL TERMS AND CONDITIONS FOR TAG AND TAG APPLICATOR:

1. The Tag and Tag applicator manufacturers/suppliers shall have valid license from concerned authorities.
2. In-house Certification of Analysis (COA) of each batch should be accompanied with supply.
3. Any information regarding Tag and Tag applicator if necessary, shall be available to access by DAHD, Gol.

#### **4. Physical Characteristics:**

- a) The inner and outer surface of the Tag should be smooth.
- b) The borders of the Tag should be smooth without any roughness and ridges. The edges of the Tag shall be free from visible nicks and cuts.
- c) The Tag shall be free from un-dispersed raw material, streak and particles of foreign matter, tears and blisters.
- d) The Tag shall be uniformly smooth, straight and of uniform color throughout the length.
- e) The outer surface of Tag should be suitable to ensure easy clear and permanent laser printing as per numbering pattern.
- f) The Tag shall not develop any crack, bulging and deformity and shall hold the laser printing.
- g) The raw material should be UV resistant and does not melt over time due to the high humidity exposure, in the field.
- h) Female parts of ear Tag should be laser printed as per specifications and embossed with the manufacturer/suppliers' name/logo.
- i) The laser marking should be permanent offering high contrast of reading.
- j) The laser marking should not fade over the years.
- k) The laser marking should be done by the genuine of the ear Tag. Undertaking letter for the same on letter head of the manufacturer should be provided in the technical bid.

#### **5. Important and essential criteria of the Ear Tags**

- a) The visual ear Tags should be tamper proof.
  - b) The Tags male and female should not be removable / reusable.
  - c) The Tags if torn apart or separated apart by force either intentional or accidental the male part should break in such a way that metal part should remain in the female part.
  - d) Test report should be submitted along with the technical bid. Bid without confirming test report made as per above specifications will be rejected.
- 6. Maximum delivery time for supply of Tag and Tag applicator will be 30 days from the date of placing the order.**

## **CHAPTER V- QUALIFICATION CRITERIA**

1. The Bidder should be in relevant business for at least past 3 years. In support of this, the bidder shall furnish performance statement in the enclosed **CHAPTER-VIII**.
2. The bidder shall furnish a brief write-up including:
  - i. Production Capacity (Monthly and Yearly)
  - ii. Expansion Plan
  - iii. Present Commitments
  - iv. Location of Plants
  - v. Capacity/capability to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.
3. Bidder should not be blacklisted by any Indian Government Organization. A self-declaration duly signed by Authorized signatory will be submitted by Bidder in support.
4. The bidder Should be able to supply Polyurethane Tag which is bar coded as per technical specifications for unique ID issued by NDDDB conforming to ICAR specifications. The Tag applicator should compulsorily be supplied by bidder quoting for ear Tags.
5. The bidder should have minimum average annual turnover of US\$ 1 million or Rs. 7,00,00,000/- during the last 3 financial year preceding the tender and Turnover certificate from **Chartered accountant in case of domestic** and annual report/ credit agencies rating in case of foreign manufacturers should be enclosed.
6. **The companies which have already been awarded supply orders for supply of ear tags (Small or Large) under NADCP during the year 2019-20 & 2020-21 by the purchaser are not eligible to participate in the current tender through any mode i.e. either Separately/Jointly/Consortium.**
7. Tenderers blacklisted by any Indian Agency from supplying ear tags are not eligible to participate in this tender.

## **CHAPTER VI-PRICE SCHEDULE FOR GOODS**

S.no	Item Description	Ex-factory/ FOB rates in INR per unit	Transportation expenses including handling, insurance and miscellaneous expenses (in INR per unit)	Total cost (CIF delivered to consignees site- at State/UT Headquarters on PAN India Basis) (in INR per unit) (b+c)	Custom Duty (in %)	Other Applicable Taxes (IGST/CVO, etc) (in %)	Total (d+e+f)
	(a)	(b)	(c)	(d)	(e)	(f)	
1	Tag for large animal (with one tag applicator per 2000 Ear tags)						
2	Tag for Small animal (with one tag applicator per 2000 Ear tags)						

Total bid price in Rupees per Tag including tag applicator (Large):

In words:

Total bid price in Rupees per Tag including tag applicator (Small):

In words:

Signature of bidder Name

Business Address

Place:

Date:

NOTE: In case of discrepancy between unit price and total price, the unit price shall prevail.

**The L1 shall be calculated individually for Large animal ear tags and Small Animal Ear Tags.**

## **CHAPTER VII- TENTATIVE MONTHLY QUANTITY TO BE OFFERED BY BIDDER**

<b>MONTH OF SUPPLY</b>	<b>COMMITTED MONTHLY QUANTITY OF TAG FOR LARGE ANIMAL SUPPLY ACROSS INDIA</b>	<b>COMMITTED MONTHLY QUANTITY OF TAG APPLICATOR SUPPLY ACROSS INDIA</b>	<b>Country/ Countries of Origin</b>
<b>March'20</b>			
<b>April'20</b>			
<b>May'20</b>			
<b>June'20</b>			
<b>July'20</b>			
<b>Total qty of supplies</b>			

<b>MONTH OF SUPPLY</b>	<b>COMMITTED MONTHLY QUANTITY FOR TAG FOR SMALL ANIMAL SUPPLY ACROSS INDIA</b>	<b>COMMITTED MONTHLY QUANTITY FOR TAG APPLICATOR SUPPLY ACROSS INDIA</b>	<b>Country/ Countries of Origin</b>
<b>June'20</b>			
<b>July'20</b>			
<b>August'20</b>			
<b>September'20</b>			
<b>October'20</b>			
<b>November'20</b>			
<b>December'20</b>			
<b>Total qty of supplies</b>			

Bidder Signature and Seal

Address

## **CHAPTER - VIII**

### **PROFORMA FOR PERFORMANCE STATEMENT (For last 3 years)**

NIT No. :

Date of opening :

Time :

Name and address of the bidder:

Name and address of the manufacturer/supplier:

Financial year	Order placed (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs. / \$US)	Date of completion of Contract		Remark indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof) if any
					As per contract	Actual		
	1	2	3	4	5	6	7	8

Signature and seal of the bidder

## **CHAPTER IX**

### **BID TENDER FORM**

Date

NIT No.

To,

**The Managing Director,**

**National Agricultural Cooperative Marketing Federation of India (NAFED),**

**NAFED HOUSE, Sidhartha Enclave,**

**Ashram Chowk, Ring Road,**

**New Delhi – 110014**

**Telephone: 011-26340019**

Dear Sir,

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_, the receipt of which is hereby confirmed. We accept all the terms and conditions of this tender document.

We now offer to supply and deliver conformity with your above referred document for the sum of \_\_\_\_\_ (Description of goods and services) in \_\_\_\_\_ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of COC clause 6, read with modification, if any, in Chapter-II, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 12, read with modification, if any in subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform the entire incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank/ Bid bond in a sum not exceeding 5% (five percent) of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period of 18Months from the date fixed for bid opening and it shall remain **binding upon** us and may be accepted at any time before the expiration of that period.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Indian Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated this..... day of ....., 2020

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of.....



**CHAPTER X**  
**AUTHORIZATION LETTER**

On the Company Letter Head

Ref No.

Date:

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF  
\_\_\_\_\_ ON \_\_\_\_\_ AT \_\_\_\_\_ AT THE REGISTERED OFFICE OF THE  
COMPANY:

Authority for submission of Tender Document at NAFED for suppliers of Ear Tag and EarTag applicator for the financial year, 2019-2020 and 2020-2021.

“RESOLVED THAT the consent of Board be and is hereby accorded for Submission of Tender Document at NAFED for suppliers Tag and Tag applicator for the financial year, 2019-2020 and 2020-2021.

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_, S/O Mr. \_\_\_\_\_, Representative of the Company be and is hereby authorized to sign, execute and submit the Application and any other requisite documents as may be deemed necessary or expedient for the purpose, on behalf of the Company.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_, S/O Mr. \_\_\_\_\_, Representative of the Company has authority to act on behalf of the Company and action taken by them will be binding on the Company.

CERTIFIED TO BE TRUE

For

\_\_\_\_\_

(Name of Director)

Director

Director

(Name of Director)

Authorized Signatory

\_\_\_\_\_

**CHAPTER-XI**  
**BANK GUARANTEE PROFORMA FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the "Tenderer") has submitted its quotation dated \_\_\_\_\_ for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we

Of (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto NAFED, New Delhi (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 of \_\_\_\_\_. 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) Fails or refuses to furnish the performance security for the due performance of the contract. or
  - b) fails or refuses to accept/execute the contract. or
  - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to 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(s). This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(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

**CHAPTER-XII**  
**BID BOND (BANK GUARANTEE)**

In consideration for the Managing Director, NAFED, New Delhi, (hereinafter called the purchaser) having agreed to release the 100% payment of net F.O.B. price under the terms and condition of a concluded contract No.....

dated..... (hereinafter called 'the goods and services') to Messrs.

..... (hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due Performance of the said contract.

We (hereinafter called 'the bank') at the request

of the supplier do, as a primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claim is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding; any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or; the invalidity, irregularity or enforceability of the contract or;

any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the Performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the, NAFED, New Delhi certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and Performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or Performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation, or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank further agree with the purchaser that the purchaser shall have fullest liberty without our consent, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of Performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Bank

Place:

Date:

**CHAPTER XIII: Letter (Notification) of Award (LoA) of Contract**

(Refer Clause 31 of ITB)

Name of the Procuring  
Entity.....

Letter of Award of Contract  
Confidential

Contract No: [Insert date]

Contact Title:

To,

M/s [Insert name & address]

Sub: Award of contract for contract no: [insert contract number] and contract title: [Insert contact title]

REF: Your officer no. [insert offer number] against our tender no [insert tender no] opened on [insert date of opening of tender]

Dear Sir/Madam

I am directed to inform you that after evaluating the bid documents submitted by you on – [enter date] ----- [Enter Name of Procuring Entity] is pleased to inform you that you have been selected as the successful bidder for the supply of [enter description]. The total purchase price shall be [enter amount] as indicated in your financial bid submitted on [enter done], in accordance with the procedures intimated in the relevant bid documents. The number of Ear Tags and Ear Tags applicator to be supplied by you shall be \_\_\_\_\_. However, performance of suppliers would be monitored and reviewed on monthly basis. Based on their performance, the purchaser reserves the right to change the order quantity to be supplied by the suppliers subsequently.

You/your authorized representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date].

In this respect, we also request you to submit the performance security of [insert number of Rupees in words] by [insert date]. Security deposit being 5% (five percent) of the total cost= Rs.....

Please apply for refund of EMD after submission of Performance Security (PS).

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of Rs. 10 (Rupees Ten) and revenue stamp of Rupee one shall be affixed on the enclosed agreement form.

This notification concludes the legally binding contract between you and NAFED till issue of a formal contract.

Yours truly,

[Authorized Officer]

Enclosure: Agreement Form along with the schedule of delivery.

**CHAPTER -XIV**  
**CONTRACT FORM**

**NAFED, New Delhi**  
**Siddhartha Enclave,**  
**Ashram Chowk, Ring Road,**  
**New Delhi - 110014**

Contract No\_\_ dated\_\_  
This is in continuation to this office's Notification of Award No\_\_\_\_\_dated \_\_

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No\_\_\_\_\_dated\_\_and subsequent Amendment No\_\_\_\_\_, dated  
\_(if any), issued by the purchaser
3. Supplier's Tender No\_\_dated\_\_and subsequent communication(s)  
No\_\_\_\_\_dated\_\_(if any), exchanged between the supplier and the purchaser in connection with this  
tender.
4. In addition to this Contract Form, the following documents etc., which are  
included in the documents mentioned under paragraphs 2 and 3 above, shall also be  
deemed to form and be read and construed as integral part of this contract:
  - (i) Conditions of Contract;
  - (ii) List of Requirements;
  - (iii) Technical Specifications;
  - (iv) Quality Control Requirements;
  - (v) Tender Form furnished by the supplier;
  - (vi) Price Schedule(s) furnished by the supplier in its tender;
  - (vii) Manufacturers'/Suppliers' Authorization Form (if applicable for this  
tender);
  - (viii) Purchaser's Notification of Award

**Note:** The words and expressions used in this contract shall have the same meanings as are respectively  
assigned to them in the conditions of contract referred to above. Further, the definitions and  
abbreviations incorporated under clause 1 of CHAPTER I - 'Instructions to Bidder' of the Purchaser's  
TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced  
below for ready reference:
- (i) Brief particulars of the goods and services which shall be supplied/ provided by the  
supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery
	<div><div>i. Ear Tag for large animal. (with corresponding number of tag applicators @ one per 2000 ear tags)</div><div>ii. Ear Tag for small animal(with corresponding number of tag applicators @ one per 2000 ear tags)</div></div>					

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_  
Total value (in figure).(In words) \_\_\_\_

- (ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control
- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser’s inspecting officer
- (v) Destination and dispatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

supplier’s executive duly authorized  
to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

\_\_\_\_\_  
Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the

\_\_\_\_\_  
(Seal of the supplier)



**Date:** \_\_\_\_\_

**Place:**\_\_\_\_\_

\_\_\_\_\_  
**(Signature, name and address of the  
purchaser’s authorized official)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**CHAPTER - XV**  
**PROFORMA OF CERTIFICATE FOR ISSUE BY THE**  
**CONSIGNEEAFTER SUCCESSFUL SUPPLY OF EARTAGS AND TAG**  
**APPLICATORS.**

(referred to in clause 12 of COC)

Name of the State/UT -----

Subject: Certificate of supply of Tags and Tag applicators.

This is to certify that Ear Tags and Tag applicators numbers in accordance with the contract/technical specifications have been received in good condition as per the details indicated below:

1. No. of Ear Tags and Tag applicators received \_\_\_\_\_
2. Batch No. \_\_\_\_\_
3. Name/Designation of the Authorized official to receive Consignment:
4. Complete address indicating Phone No. etc. (Authorized Official):
5. Name and address of Manufacturer/Supplier/Consortium Lead:
6. Vehicle No. ferrying the Ear Tags and Tag applicators
7. Date of receipt of Ear Tags and Tag applicators:
8. Entry number and date in the Stock Register.
9. Comments on the condition of Ear Tags and Tag applicators supplied.

Signature of authorized Officer with official seal

## **CHAPTER -XVI**

### **INSPECTION AUTHORITY & SPECIAL TEST DETAILS**

(Referred to in clause 7 of COC)

Inspection Authority : **Department of Animal Husbandry& Dairying, New Delhi and National Agricultural Cooperative Marketing Federation of India (NAFED), New Delhi through their technical officers to be deputed for inspection.**

Inspection Officer: **Shri/Smt \_\_\_\_\_, (Designation), NAFED as authorized by DAHD for this purpose.**

Place of Inspection : **At the place of manufacturer/at the place of supplies.**

Test Details: As per Technical Specifications. Test will be conducted by designated agency.

## **CHAPTER XVII**

### **LIST OF IDENTIFIED BANKS**

#### **SCHEDULED PUBLIC SECTOR BANKS**

1. State Bank of India
2. Bank of Baroda
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Indian Bank
8. Indian Overseas Bank
9. Punjab National Bank
10. Punjab & Sind Bank
11. UCO Bank
12. United Bank of India
13. IDBI Bank Ltd.

#### **SCHEDULED PRIVATE SECTOR BANKS**

1. Axis Bank
2. Federal Bank Ltd.
3. HDFC Bank Ltd.
4. ICICI Bank Ltd.
5. IndusInd Bank Ltd
6. Kotak Mahindra Bank Ltd.
7. Yes Bank Ltd.

#### **LIST OF ACCEPTED INTERNATIONAL BANKS**

1. Citibank N.A
2. Deutsche Bank
3. HSBC Ltd
4. Standard Chartered Bank

**NOTE:**

1. The bank guarantee and extension letter, if any, shall be furnished on a non- judicial stamp paper from any of the banks mentioned above, failing which the bid will be treated as non-responsive and rejected
2. The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.

## **CHAPTER XVIII**

### **LIST OF CONSIGNEES**

**Commissioner/Directors of Animal Husbandry & Veterinary Services/CVO/DVO/DD/Animal Resources Development Department of following States/UTs mostly in the Capital of these States:**

- 1 Andaman and Nicobar Islands**
- 2 Andhra Pradesh**
- 3 Arunachal Pradesh**
- 4 Assam**
- 5 Bihar**
- 6 Chandigarh**
- 7 Chhattisgarh**
- 8 Dadra and Nagar Haveli**
- 9 Daman and Diu**
- 10 National Capital Territory of Delhi**
- 11 Goa**
- 12 Gujarat**
- 13 Haryana**
- 14 Himachal Pradesh**
- 15 Jammu and Kashmir**
- 16 Jharkhand**
- 17 Karnataka**
- 18 Kerala**
- 19 Ladakh**
- 20 Lakshadweep**
- 21 Madhya Pradesh**
- 22 Maharashtra**
- 23 Manipur**
- 24 Meghalaya**
- 25 Mizoram**
- 26 Nagaland**

- 27 Odisha**
- 28 Puducherry**
- 29 Punjab**
- 30 Rajasthan**
- 31 Sikkim**
- 32 Tamil Nadu**
- 33 Telangana**
- 34 Tripura**
- 35 Uttar Pradesh**
- 36 Uttarakhand**
- 37 West Bengal**

## **CHAPTER XIX: INTEGRITY PACT**

The Integrity Pact (IP) essentially envisages an agreement between prospective bidders, and NAFED, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those bidders, who commit themselves to IP with NAFED, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, that is, final payment or the warranty / guarantee period.

The Integrity Pacts would be implemented through an Independent External Monitor (IEM), the details of IEM are as under:

**Shri Hem Pande, IAS (Retd.)**

**Moblie Number: +91 9810132639**

**Email: [hempande@nic.in](mailto:hempande@nic.in)**

The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEMs would examine complaints received by them and give their recommendations / views to Managing Director of NAFED who would try to resolve them as soon as possible. In case the IEM finds a reason, he/she can report the matter to the Chief Vigilance Officer of the Department of Animal Husbandry, and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India. Recommendations of IEMs would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. The NAFED is in the process of empaneling the IEMs with the approval of CVC and as soon as they are appointed, information will be placed in the public domain.

### **TEXT OF THE PRE-CONTRACT INTEGRITY PACT**

#### **PRE-CONTRACT INTEGRITY PACT**

**BETWEEN**

**NAFED**

**AND**

-----



## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_ (month and year) between, on one hand, NAFED, acting through Shri \_\_\_\_, designation of the officer, NAFED (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_ represented by Shri \_\_\_\_, Designated Officer by the Supplier (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Tags and Tag applicators/goods) and the BIDDER/Seller is willing to offer/has offered the goods.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered Ear Tags and Tagapplicators' supplier, constituted in accordance with the relevant law in the matter and the BUYER is a National level Cooperative procuring behalf of Ministry of Fisheries, Animal Husbandry and Dairying.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other

advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favor of \_\_\_\_\_

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument, as stated in RFP.

5.2. The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any sTage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the Managing Director, NAFED, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

#### 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

BUYER

BIDDER

Name of the Officer:

Name of the Officer:

Designation

Designation:

NAFED

Company Name:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



## **CHAPTER XX: CONSORTIUM AGREEMENT**

This Consortium Agreement is executed at New Delhi on this       day of       , 2020.

BETWEEN

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_ a Company having UEN No. \_\_\_\_\_/Trade license No. \_\_\_\_\_/Certificate of Incorporation enclosed with 15 digit Business Registration No. \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

**WHEREAS** Nafed has invited Bids tender for purchase of ear tags and ear tag applicators for both small and large animals in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by Nafed for participating in the bid by the Consortium for which the Bid has been floated by Nafed

**AND WHEREAS** in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

**AND WHEREAS** all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. **That for the supplies the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for" purchase of ear tags and ear tag applicators for both small and large animalsin terms of the Bid invited by NAFED.**
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NAFED for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid contract/license, in case the Consortium turns out to be the successful bidder in the bid being invited by NAFED for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for selection of highest responsive bidder.
4. That the Consortium have agreed to nominate \_\_\_\_\_, of M/s \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, supply of ear tags and applicators at locations specified by NAFED, etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be mentioned as follows:
  - i. The Lead Member have \_\_\_\_\_ per cent (\_\_\_%) of shareholding withreference to the Consortium for this specified agreement.
  - ii. The Participant Member have \_\_\_\_\_ ( \_\_ %) of shareholding with reference tothe Consortium for this specified agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of NAFED, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NAFED

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. ( ) Authorized Signatory For (Name of company)
2. ( ) Authorized Signatory For (Name of company)
3. ( )

Authorized Signatory For (Name of company)

**Enclosure:** Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

## **CHAPTER-XXI: LEAD CONSORTIUM PROFORMA**

**(On Rs. 100/- stamp paper duly notarized)**

### **UNDERTAKING FOR RESPONSIBILITY**

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies; namely \_\_\_\_\_ (Complete name with address) jointly & severely undertake the responsibility in regards to the agreement with NAFED in respect of supply of ear tags and ear tag applicators for both small and large animals of:-

1) That, we Solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with contract/ agreement pertaining to " purchase of ear tags and ear tag applicators for both small and large animals" with NAFED

2) That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to NAFED

3) That, we further confirm that, the stake holding of lead member-

(Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.

4) We also confirm that our consortium was made on Dt. , for seeking

contract/ for \_\_\_\_\_ and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all \_\_\_\_\_ consortium members to sign on undertaking with witness signatures)

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness: 1. 2.

## **CHAPTER-XXII**

### **CHECKLIST FOR THE BIDDERS**

Name of the bidder

Address and contact details for future correspondences:

S. No	Description	Yes/NO/NA	Page no of bid document	Remarks
1	EMD of required amount for the quoted quantity in the required format?			
2	Any certificate issued by concerned authority exempting you from deposition of bid security (Applicable for MSME units)			
3	Duly filled in bid tender form as per Chapter -IX			
4	Power of attorney in favor of the signatory			
5	Certificate of registration of the company			
6	Copies of order in support of your past performance			
7	Copy of GST registration certificate			
8	Price schedule as per the CHAPTER-III			
9	Write up about your monthly and annual production capacity as per CHAPTER-VII			
10	Clause by clause commentary of technical specification.			
11	Consortium Agreement			
12	Non-Blacklisting self-certificate			

13	20 samples of each of Large and small ear tags and 2 samples of ear tag applicator			
14	Authorization in favor of lead member in case of Consortium			