

Haryana Livestock Development Board
Pashudhan Bhawan
Bays No. 9-12, Sector-2, Panchkula (Haryana)
Ph. No. 0172-2574663,2580338, Pincode-134109
Email- hldb-hry@nic.in
Website- pashudhanharyana.gov.in



STANDARD BIDDING DOCUMENT

4TENDER NO: HLDB/Out Sourcing of Labour Job/2023-24/14

Name of Work:- Outsourcing of services for annual maintenance of livestock, Animal Farms, Chaffing & Feeding of fodder to bulls & other allied works in Semen Bank, HLDB, Gurugram for a period of one year (**extendable for another one year**) on same terms and conditions with mutual consent.

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Online e tender are invited in two stage bid system i.e. Technical bid and Financial bid outsourcing of services for annual maintenance of livestock, Animal Farms, Chaffing & Feeding of fodder to bulls & other allied works in Semen Bank, HLDB, Gurugram for a period of one year (extendable for another one year) on same terms and conditions with mutual consent as per the details given below in schedule-A.

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	14/2023-24
2	Superscribed No. of Tender.	HLDB/Out Sourcing of Labour Job/2023-24/14
3	Online Bid Preparation & submission.	20.07.2023 to 02.08.2023 upto 2:00 PM
4	Date & time of opening of Technical Bids/s	02.08.2023 at 2:30 PM
5	Date & time of opening of Financial Bids/s	To be decided after processing the technical bids
6	Tender Fee:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) For remaining bidders both from the Haryana and Non Haryana	Rs. 5000/-
7	Earnest Money Deposit (EMD) required:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(III) For remaining bidders both from the Haryana and Non Haryana	Rs. 72,000/-
8	E-Service Fee	Rs. 1000/-
9	Date and time of receipt of samples as per DNIT	N.A.
10	Rates to be kept valid for acceptance upto:	120 days from the opening of financial bid

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A. Information to Bidders:

- The Bidders can download the tender documents from the Portal:
<https://etenders.hry.nic.in>
1. Instruction to bidders on Electronic Tendering System:-
 - i. **Registration of bidders on e-Procurement Portal:-**
Detailed instructions may be seen under “Help for Contractors” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - ii. **Information about Digital Certificate:-**
Detailed instructions may be seen under “Information about DSC” option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iii. **Instructions about Online Payment of Tender Document Fee/e-Service Fee/Earnest Money:**
Bidders have to pay Earnest Money Deposit (EMD), tender Document fees & e-Service Fees online only as applicable. For detailed instructions refer to FAQ for Online Payment available at Home page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iv. **Important Instructions & Help manual for online bidding:**
Detailed instructions may be seen under “ Bidders Manual Kit” option available on Home page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - v. **Other General issues:**
Solutions of general queries may be seen under “FAQ” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in> .
 2. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
 3. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **In case the intended bidder fails to pay Tender Fee, e-Service Fee and EMD Fee (combined together) under the stipulated time frame, he/she shall not be allowed to submit his/her bids for the respective event/ Tenders.**
 4. In case of payment of Tender Fee, e-Service Fee and EMD Fee through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before 01.08.2023 and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://etenders.hry.nic.in>
 5. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.
 6. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided .
 7. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

B. Brief Description of work :

Sr. No.	Description of work	Work to be performed
1	outsourcing of services for annual maintenance of livestock, Animal Farms, Chaffing & Feeding of fodder to bulls & other allied works in Semen Bank, HLDB, Gurugram for a period of one year from the date of issue of work order.	Semen Bank Gurugram HLDB, Haryana

1. Scope of work with material and maintenance:

A. MAINTENANCE OF BULL SHEDS

I. WORK TO BE DONE IN BULL SHEDS ON DAILY BASIS

- a) Cleaning of floor(s) twice daily, walls, roof, ceiling roof, open area, verandah area, corridors, loafing area, Bull shed corridor, Semen collection area, mangers and water troughs twice daily, white washing of water troughs every week.
- b) Bathing of bulls should be done twice daily throughout the year.
- c) Clean and optimum amount of water shall be made available 24 hours to the bulls for drinking.
- d) Picking, collection and disposal of Bull dung to the designated spot twice daily (Compost Pit Spot)

II. Material and Maintenance required for the work to be performed at Semen Bank, HLDB, Gurugram.

1. Brooms with bamboo sticks
2. Brooms
3. Tasla
4. Belcha
5. Plastic Water Pipe of sufficient length
6. Broom ring
7. Khat- fawda
8. Plastic scrubbing Brushes

Note:- There are 39 bulls shed with approximate total area of sheds 3260 Sq. Yard.

III. WORK TO BE DONE TWICE IN A DAY (MORNING & EVENING)

- a) Picking, collection and cleaning of Bull dung, leftover green & dry fodder from troughs and Sheds.
- b) Bathing of Bulls.
- c) Feeding & Watering of Bulls.
- d) Cleaning of Semen Bank Premises like lobby of bull sheds, collection area, surrounding area front and back of bull sheds. Premises surrounding the lab.

B. CULTIVATION AND FEEDING OF GREEN/DRY FODDER

I. WORK TO BE DONE ON DAILY BASIS

- a) Green fodder shall be grown in the available field(s)/farm land of Semen Bank Gurugram as per season & instructions of the HLDB Officials by the successful bidder.

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- b) Green fodder shall be harvested on daily basis in optimum quantity as per instructions of the HLDB Officials.
- c) After harvesting and chaffing, the quantum of green fodder shall be weighed on a digital weighing scale under the supervision of the official/officer of Semen Bank Gurugram. (Digital weighing scale and weighing bags will be provided by the bidder and scale should be got calibrated regularly from approved sources)
- d) Dung Manure from compost pit, as per availability and requirement, will be put/spread & mixed by ploughing in the vacant fields before sowing next cycle of crop by the contractor.
- e) After harvesting, chaffing & weighing the green fodder & dry fodder (Wheat Bhusa) shall be made available to the bulls in their respective shed.

I. Material required for Cultivation of fodder in field

- 1. Darati
 - 2. Kassi
 - 3. Plastic Khal
 - 4. Tube wells and sewage disposal motors will be maintained & repaired if required by the bidder /contractor.(If any repair is required it will be carried out by the bidder /contractor, meanwhile alternate arrangement will also be done by bidder /contractor and no bills can be raised for the payment of the same as the tube well and disposal motor will be handed over in good working condition)
 - 5. Jhota Buggi (Bull Cart) - will be maintained & repaired if required by the contractor.(IF the bull is available with semen back otherwise the bidder/contractor will do all necessary arrangement in this respect . No other animal of the bidder/contractor will be allowed in the premises of the Semen Bank Gurugram)
 - 6. Electric Chaff Cutter with Motor and its alignment will be maintained & repaired if required by the bidder/contractor & all its accessories (i.e.) Motor, Patta/Belt, Blade, File, Oil etc will be arranged by the contractor (all safety measures while performing the will be taken by the bidder/ contractor. Any mishap will be the sole responsibility of the bidder/contractor.)
- Note:- Total Area of land is approximate 12 Acre, 7 Kanal, 6 Marla and total area of cultivated land is Approximate 8 Acre.**

II. OTHER RELATED WORKS TO BE DONE BY CONTRACTOR

- a) 3 successful cycles of crops shall be grown every year by the bidder & before each new agricultural cycle the field/land shall be cultivated 4 times (Twice by harrow & Twice by Tractor & Cultivator), sowing of the seeds will be done by sowing machine only. Computerized Field levelling will be done by the contractor, whenever required, under the supervision of the official/officer Semen Bank Gurugram.
- b) The land shall be irrigated before and after the seeding procedure as per the requirement.
- c) Seeds for seeding shall be made available by the HLDB/Department.
- (d) Tube wells will be maintained & repaired if required by the bidder /contractor. (If any repair is required, it will be carried out by the bidder /contractor, meanwhile alternate arrangement will also be done by bidder /contractor and no bills can be raised for payment of the same to Semen Bank Officer Gurugram as the tube well and disposal motor will be handed over in good working condition)

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(e) Maintenance and repair of all the pipe lines required for water supply in bull sheds, parks, office, Labs. Balls, Valves in over head tanks, Valves and Taps in Bull Sheds and Semen Bank Premises.

f) Maintenance, repair or replacement of all the main hole covers of the sewages and Bull shed will be done by the contractor. No bills can be raised for payment of the same to Semen Bank Officer Gurugram.

C. MAINTENANCE OF LANDSCAPING WORK IN THE PARKS AND SEWAGE MAINTENANCE

a) The parks situated in the north and south side of the laboratory, and the park situated behind the bull shed southern area of the premises and the park situated near tube well No.1 shall be a maintained with greenery and flowery plants and shrubs and grass of the parks shall be cut on time using grass cutter machine and under supervision of the official/officer Semen Bank Gurugram

Note:- Areas of the parks etc. to be landscaped is approximately 3280 Sq.Yard.

1. Material required for Park maintenance

- a. Talwar for grass cutting and mechanized grass cutting machine
- b. Plastic water pipes

2. Material required for sewage maintenance

- a. Khapachi
- b. Sualies
- c. Sewage cleaning machine to be maintained by contractor
- d. Sewer Main Hole Cover at Animal Shed & Agriculture Farm

Note:- It is advisable that, before filling the technical & financial bids in order to understand the scope of work, the bidder should visit the premises on any working day between 9AM to 4 PM. For this purpose the name of contact person is Dr. Ram Phal Mann (9818319820).

D. Specific Terms and Conditions/Eligibility Criteria related to the above Work

Eligibility Criteria:-

1. The contractor/Bidder enlisted on the date of submission of e tender minimum upto Rs.50.00 lakhs with any Govt. Department of Haryana i.e. PWD B&R, PWD Irrigation Department, Horticulture Boards/Corporations of Haryana State Govt./ Central Govt are eligible to participate in tender without getting themselves registered with Haryana Livestock Development Board.

2. The Bidder should have submitted the Documentary Proof for similar nature of work to State Govt./ Central Govt./ Autonomous bodies/ PSU institutions during proceeding three financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria :-

1. Single order of at least 30 lac or
2. Two orders of at least 20 lacs each or
3. Three orders of at least 10 lac each

3. The Average Annual Turnover of the bidder shall not be less than 30 lacs during the last three financial years i.e. 2019-20,2020-21 and 2021-22(**Annexure R-I**).

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4. An affidavit on judicial stamp paper of Rs. 10/- as per **Annexure-R** duly attested by Notary regarding non conviction and not debarred/ blacklisted of firm/bidders by any State Govt. or Union Govt. for the said item.
5. The Bidder shall furnish ownership Proofs of Tools & Machinery such as Tractor, Lawn Mower, Shrub Master, Cultivator, Harrow, Khurpi(s), Talwar (s), Kassi, Darati, Tasla, Phatta, Shutli, Phawra etc.
6. The Bidder shall have E.P.F, E.S.I, Service Tax & GST registrations and shall furnish the proof and latest challan(s) of the same
7. The rates quoted by the bidder shall be inclusive of EPF and ESI

Time Limit:- One year from the date of placement of order (extendable for another one year on same terms and conditions with mutual consent)

TERMS AND CONDITIONS

1. TDS shall be deducted from each bill as applicable (1% from individuals/ Proprietorship firms, 2% from Others) if any as per Govt. instructions issued.
2. The Average Annual Turnover of the bidder shall not be less than 30 lacs during the last three financial years i.e. 2019-20, 2020-21 and 2021-22 (**Annexure R-I**).
3. The work can be increased and decreased as per requirement.
4. In case if any work(s) is not performed satisfactorily then the Managing Director, HLDB holds the right to carry out such work(s) on expenses against the Earnest money/ Performance Security deposited by the bidder.
5. If the work is stopped for 1(One) day penalty of Rs. 5000/- and if the work is stopped for second consecutive day, then the penalty of Rs. 10,000/- will be imposed to the firm.
6. It is in absolute Authority of Managing Director, HLDB to verify eligibility and originality of any documents submitted by the bidder.
7. The Managing Director, HLDB holds the right to cancel any or all bids without assigning any reason whatsoever.
8. It is mandatory that the contractor workers will be tested bi-annually against infectious, contagious diseases as per the Minimum Standard Protocol of Semen Bank, Gurugram. The cost will be borne by the contractor. Further, all the workers should have been vaccinated with two doses of Covid Vaccine.
9. Safety and security of the Contractor Labour is wholesome responsibility of the contractor. Any injuries, accidents, causality to the contractor labour occurred at/ in Semen Bank, Gurugram premises/during the work of Semen Bank, HLDB, Gurugram will be wholesome liability and responsibility of the contractor. Semen Bank Officers / Vety. Surgeons / Staff / HLDB Board / Department will not be responsible or liable in any manner.
10. Any damage to the Govt. property / implement the rules by the contractor's labour will be the liability of the contractor to replace or rectify the damage property or compensate the loss whichever shall be decided by the competent authority.

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11. In case of dispute appeal can be made to the Arbitrator i.e. Managing Director, Haryana Livestock Development Board, Panchkula. The decision of the Arbitrator shall be final and both parties are bound to accept it.

12. All kind of provisions & Rules under wages, labour laws and Acts shall be followed and complied with strictly by contractor. Contractor shall also be sole responsible to maintain required record/register under said laws and acts. The contractor must have valid labour license issued by labour department Haryana.

13. The contractor have to submit the declaration on non-judicial stamp paper that all the documents uploaded by me/us are true and correct & at any stage if any documents are found false/fabricated then I/we will be fully responsible for the same and the concerned authority shall have the right to cancel my/our contract agreement.

14. The contractor shall be blacklisted for one or two years, if his conduct during the work is found unsatisfactory and/or otherwise document submitted by him are found spurious/fake at any stage during the period of contract or after.

I have read the above conditions carefully and shall abide by the conditions if granted the work.

Place _____
Dated _____

Signature of the contractor
Name of the address
Mobile No. :-

E. Standard Terms and Conditions (wherever applicable these terms & conditions will overrule the specific terms and conditions as at Para ‘C’ above). :-

1. Procurement of Stores through e-tender System:-

Where ever Haryana Livestock Development Board considers expedient that more than one supplier / manufacturers should be kept on rate contract, it may so decide on case to case basis.

2. EMD:-

The firms are required to deposit Earnest Money as indicated above failing which the tenders are liable to be rejected. Manufacturing Micro & Small Enterprises (MSEs) of the State, Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

3. Performance Security:

The successful tenderer shall be required to deposit Performance Security Deposit as per provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4I BII(2) dated 20-10-2016 as under:-

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same) (ii) @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)

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2	Other States/ UTs based firms	@5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
<i>#Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire work/supply order by their enterprise..</i>		

The performance security in excess of the EMD already deposited shall be submitted in the shape of Demand Draft/Banker's Cheque in favour of Semen Bank Officer, Gurugram.

4. Price Fall Clause:

The price quoted in the tender/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the tenderer quote for the supply the stores of identical description to DGS&D, New Delhi/ State Government Institutions/ Undertakings /any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

5. The bidders are required to quote the basic rates, the delivery/ transportation costs/ applicable GST and duties etc, and the place of billing for the supply of stores clearly and separately. The bidders are required to intimate the place of billing.

6. Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014 G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable.

7. Concession to MSMEs of State:

The State Government has notified "Haryana State Public Procurement Policy for MSME -2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and amendment vide G.O. No. 2/3/2018-4IB-II dated 23.04.2018 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or Udyog Aadhaar Memorandum (UAM) of Haryana based manufacturing enterprises in respect of the quoted item (*Ref. Industries & Commerce Department*

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Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018)and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.

8. Concession/benefits to Startups/First Generation Entrepreneurs of State:

The State Government has notified “Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State” issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.

9. In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

10. Purchase Preferences for approved Sources

The Haryana Livestock Development Board, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price. The latest list of Approved Source is contained in Government Order no. 6/03/2007-4IB-II dated: 14-02-2008 of the Industries Department and is subject to further amendment from time to time.

11. Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their **As per NIT/ Not as per NIT status**. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

12. Arbitration Clause

The Arbitration if any will be decided as per the provision contained in “Schedule ‘B’ Conditions of Service Agreement”

13. Jurisdiction

All disputes will be settled within the jurisdiction of the Head Quarters of Managing Director, Haryana Livestock Development Board at Panchkula.

A. OTHER TERMS AND CONDITIONS

1. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.gov.in>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in offline mode in physical form to the office of Managing Director, HLDB by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of Managing Director, HLDB before the due date &time of opening of Technical Bids.
2. The firms are required to submit copy of PAN No. (Pan Card) and copy of GST registration certificate
3. Conditional tenders/incomplete tenders are liable to be rejected

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4. The firms are required to mention bifurcation of their rates showing the detail of Basic Rates, GST, Duties etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of GST/ duties on the contracted item, no such increase will be allowed. However, if there has been any reduction in GST/Duties, the same will be availed. No variation in GST/ Duties on raw material will be applicable.
5. The rates should be quoted on Consignee destination basis anywhere in Haryana at supplier's risk.
6. 100% payment will be made within 30 days against the work job duly supported with satisfactory inspection note.
7. All documents to be submitted by the tenderers with their offer should be self attested in case the same are copies of original documents.
8. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
9. The offer without prescribed earnest Money, Tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by MD, HLDB.
10. Notwithstanding anything contained in the Tender, MD, HLDB reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder (s) the reason for such decision.
11. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the Financial bids will be intimated in the due course.
12. Helpdesk Support:-
 - (i) Office Timings of Help-desk support & Contact Details:-

The detail may be seen under " Contact Us" option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
Email ID. eproc.nichry@yahoo.com
Telephone No.0172-2700275

Managing Director
Haryana Livestock Development Board,
Haryana, Panchkula

Haryana Livestock Development Board
Pashudhan Bhawan
Bays No. 9-12, Sector-2, Panchkula (Haryana)
Ph. No. 0172-2574663,2580338, Pincode-134109
Email- hldb-hry@nic.in
Website- pashudhanharyana.gov.in

Annexure-IA

The Technical Bids should contain detailed information on the following:-

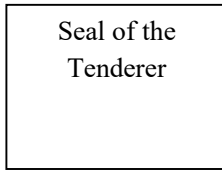
Sr. No	Name of the document	Status of Submission (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	Submission of online payment i.e. Earnest money deposit, Tender document fee & e-service fee and scanned copies of sporting documents		
2	GST registration No.		
3	Copy of PAN/ GIR No. (attach attested copy)		
4	An affidavit on judicial stamp paper of Rs. 10/- as per Annexure-R duly attested by Notary regarding non conviction and not debarred/ blacklisted of firm/bidders by any State Govt. or Union Govt. for the said item.		
5	The bidder must have Rs. 30 Lakhs average turnover in last three years i.e. FY. 2019-20,2020-21 and 2021-22. Copies of audited P&L accounts/balance sheets must be submitted (Annexure R-1)		
6	Copies of latest income tax returns of the bidders/ firm/company for the last 3FY must be submitted (2019-20,2020-21 and 2021-22).		
7	Undertaking by the Bidder Regarding Execution of Agreement as per Annexure-C		
8	An undertaking that the firm has not been black-listed/debarred during the last 3 years by any State / Central Govt./ Autonomous organization/ PSU etc.		
9	All the documents submitted by the bidder as part of its Technical Bid are attested by the signing authority of the bidder		
10	The Bidder should have submitted the Documentary Proof for similar nature of work to State Govt./ Central Govt./ Autonomous bodies/ PSU institutions during proceeding three financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria :- <ol style="list-style-type: none"> 1. Single order of at least 30 lac or 2. Two orders of at least 20 lacs each or 3. Three orders of at least 10 lac each 		

Haryana Livestock Development Board
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Important Note :-

- i. Complete DNIT with date and signature of the authorized person and stamp on each page is required to be submitted.
- ii. Page Numbering of the DNIT should be marked.
- iv. The documents in respect of information mentioned in Check list submitted in the Technical bid should be filled by giving page No. at which these are attached.
- v. In case the Technical Documents are uploaded on the Portal without proper page numbering, the Managing Director, HLDB will be within its right to cancel the bid of the said firm.

Certified that the responses submitted by me against Sr. no. 1 to 10 of the Technical Bid above are true and correct to be best of my knowledge and nothing material has been concealed or falsely stated therein.



Yours Faithfully,
Signature and Name of the authorized Signatory
Designation:
Name of Company (Tenderer)

FORMAT - II
PRIOR EXPERIENCE

Using the format below, provide information in respect of major assignments executed by the agency/firm. Attach proof of execution of work.

S. No.	Details of clients name of the concerned person with telephone number	Order Value (Rs. Lacs)	Job description
1			

Date :

Signature of the Authorized Person)

Place :

Name:

Designation:

Address:

Seal:

Declaration by the Bidder Regarding Qualification

Technical Bid

In relation to my/our Bid submitted to HLDB For procurement ofvide their notice Inviting Bid No.Dated I/we hereby declare as under:-

1. I/we possess the necessary professional, technical, financial and managerial resource and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct of the making of false statement of misrepresentations as to my/our qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

Date:

Signature of Bidder

Place:

Name:

Annexure -B

Under taking regarding Rates
Technical Bid

I/we having our office at
..... do hereby give an undertaking that:-

The rate charges for the work under the contract shall, in no event exceed the lowest price at which I/we sell the store of identical description to any other person/Government Department/Livestock Development Board/Institution during the period of the contract. If any time, during the period of the contract. I/we reduce the sales price chargeable under the contract, I/we shall forth with notify such reduction of sale to the M.D, H.L.D.B Pashudhan Bhawan, Sector-2 Panchkula and the price payable under the contract of the stores supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced.

Date:

Signature of the Bidder
(with seal)

Undertaking by the Bidder Regarding Execution of Agreement

I/We hereby quote to supply the goods and materials specified in the underwritten schedule in the manner in which and within the time specified as set forth in the conditions of contract at the rates given in the BOQ. All the conditions of DNIT will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith deposit a sum of Rs. _____ as Earnest Money and should I/We fail to execute an agreement embodying the said conditions and deposit Earnest Money as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of Earnest Money shall be forfeited by Managing Director, Haryana Livestock Development Board, Panchkula.

Signature _____

Address _____

Note:- The above undertaking is to be given on the letter head of the firm.

Annexure-R

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER MINIMUM OF RS. 10/- OR ABOVE RS. 10/-

DULY NOTARIZED

I/We, sole proprietor(s)/partner(s)/ authorized signatory of M/s.....sole proprietorship/partnership firm/public/ private limited company , having its principal place of business/ registered office at..... (Full Address), do hereby solemnly affirm and declare as under:

1. *That I am the sole proprietor of M/s.....

Or

*That ours is partnership firm having partners as under:

- Full Name of partners: (a)
(b)
(c)
(d)

Or

*That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act, 1956/Companies Act, 2013.

*(*Strike off, which is not applicable. All the partners/ directors or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign the affidavit.)*

2. That I/We hereby confirm and declare:

- a. That I/We are fully competent/ duly authorized to sign this affidavit on behalf of my/our firm/company M/sfor participation in tender subscribed no floated by Haryana Livestock Development Board;
- b. That my/our firm/company M/s..... has not been blacklisted/ delisted or debarred and convicted by any State or Central Government department/Agency/ Institution of local self-Government/ public sector institution/ company from participating in the tender for last three years;
- c. That my/our firm/company M/s..... or any of its Directors/Proprietors have not been convicted by any court of law in India during the past three years;
- d. That in case my/our firm/company M/s.....or any of its Directors/ Proprietors is convicted by any court of law in India during the

tendering process or during the currency of the contract (if issued), I/we undertake to inform the Haryana Livestock Development Board of the same. Further, we understand that in that case our bid offer/ contract will be treated as automatically terminated without any prior notice;

e. That all the documents/ certificates/ testimonials/ reports etc. enclosed with the tender in question are original/ genuine and up to the mark without any tempering or forging in any way;

3. That I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our tender application are found otherwise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of all Government institutions.

DEPONENT

(Signature of the Proprietor/ Managing Partner(s)/Director with Seal)

Verified at onthat the contents of paras 1 to 3 and sub-paras of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

DEPONENT

(Signature of the Proprietor/ Managing Partner(s)/ Director with Seal)

(Signature & Seal of Notary)

ANNUAL TURNOVER STATEMENT

Certified that the Annual Turnover of M/s _____
having its registered office at _____ for the past
three years is as given below:

Sr. No.	Financial Year	Assessment Year	Overall Turnover (in Rs.)
1.	2019-20	2020-21	
2.	2020-21	2021-22	
3.	2021-22	2022-23	
4.	Total		
5.	Average Annual Turnover		

The above statement is true and correct as per the record submitted by the firm.

Date:

Seal

Signature of Chartered Accountant
Name in Capital Letters:
Registration No.:
Phone No:
Email address:

Note: This statement is to be issued on original office stationery of the Chartered Accountant having Unique Document Identification Number (UDIN).

SCHEDULE 'B'
SERVICE AGREEMENT

This Agreement is made on this _____ day of _____, 2022, between the Haryana Livestock Development Board, Panchkula acting through its Managing Director (hereinafter referred to as the "Board" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and _____, a company registered under the Companies Act, 1956 having its place of business or registered office at _____ acting through, _____ Pvt. Ltd. (hereinafter referred to as "SERVICE PROVIDER/FIRM/AGENCY" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be of the second part.

WHEREAS the Service Provider is engaged in the business of providing annual maintenance of livestock, Animal Farms, Chaffing & Feeding of fodder to bulls & other allied works in Semen Bank, HLDB, Gurugram;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Haryana Livestock Development Board, Panchkula under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Board, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER/FIRM/AGENCY REPRESENTATIONS AND WARRANTIES

The SERVICE PROVIDER/FIRM/AGENCY hereby represents warrants and confirms that the Service Provider:-

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the MD, HLDB;
- 1.3 shall, on the execution of this agreement and providing services to the Haryana Livestock Development Board, not violate, breach and contravene any conditions of any agreement entered with any third parties;
- 1.4 Has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

2 OBLIGATIONS OF THE SERVICE PROVIDER/FIRM/AGENCY

- (a) The SERVICE PROVIDER/FIRM/AGENCY shall operate and provide services to the Semen Bank Gurugram. List of services is prescribed in Annexure 1 of term and conditions of tender document.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The SERVICE PROVIDER/FIRM/AGENCY shall take all possible steps to ensure to maintain its performance as determined by the department from time to time.
- (c) The assessment made by the SERVICE PROVIDER/FIRM/AGENCY in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the SERVICE PROVIDER/FIRM/AGENCY.
- (d) If the department notices that the personnel of the SERVICE PROVIDER/FIRM/AGENCY has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the SERVICE PROVIDER/FIRM/AGENCY who will take corrective steps immediately to avoid recurrence of such incidents and report to the department.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the SERVICE PROVIDER/FIRM/AGENCY shall take appropriate action against its erring personnel and intimate accordingly to the department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Director General guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT

- (a) That the contract money for each employee engaged by the SERVICE PROVIDER/FIRM/AGENCY shall be Rs. D.C, Rate+E.P.F.+E.S.I+ Service Charge+Service Tax per month.
- (a) (I) That the payment of total contract money for each month shall be made to the SERVICE PROVIDER/FIRM/AGENCY only after the services provided by the service provider are found to the entire satisfaction of the Board as per terms and conditions of tender.
- (b) All payments made by the department shall-be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The SERVICE PROVIDER/FIRM/AGENCY, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and or any authority constituted by or under any law.. He will observe compliance of all the relevant labour laws.

4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the department to verify and process the same.

5. DISCIPLINE

- (a) The SERVICE PROVIDER/FIRM/AGENCY shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at department's option, would be subject to verification at any time. The department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The department shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the SERVICE PROVIDER/FIRM/AGENCY under this agreement will be under close supervision, 'co-ordination and guidance of the department. The SERVICE PROVIDER/FIRM/AGENCY shall frame appropriate procedure for taking immediate action as may be advised by the department from time to time.
- (d) It is understood between the parties hereto that the SERVICE PROVIDER/FIRM/AGENCY alone shall have the right to take disciplinary action against its person (s) to raise any dispute and/or claim whatsoever against the department shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the SERVICE PROVIDER/FIRM/AGENCY for any purpose, whatsoever nor would department be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:-

- (a) This agreement is, on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Board and the SERVICE PROVIDER/FIRM/AGENCY. The SERVICE PROVIDER/FIRM/AGENCY shall not by any acts, deeds or otherwise represent any person that the SERVICE PROVIDER/FIRM/AGENCY is representing or acting as agent of department, except to the extent and purpose permitted herein.
- (b) This, agreement is, for providing the afore mentioned services and is not an agreement for supply of contract labour. It is clearly understood by the SERVICE PROVIDER/FIRM/AGENCY that the person employed by the SERVICE PROVIDER/FIRM/AGENCY for providing services as 'mentioned herein, shall be the employees of the SERVICE PROVIDER/FIRM/AGENCY only and not of the department. The SERVICE PROVIDER/FIRM/AGENCY shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the SERVICE PROVIDER/FIRM/AGENCY's employees/agents directly and/or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) SERVICE PROVIDER/FIRM/AGENCY shall obtain, all registration(s)/permission (s)/license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the SERVICE PROVIDER/FIRM/AGENCY's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The SERVICE PROVIDER/FIRM/AGENCY indemnifies and shall always keep department indemnified against all the losses, damages, and claims actions

taken against department by any authority/office in this regard.

- (c) The SERVICE PROVIDER/FIRM/AGENCY under take to comply with the applicable provisions of all, welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall, further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly .pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the SERVICE PROVIDER/FIRM/AGENCY is fully responsible to ascertain and understand the applicability of various Act', and take necessary action to comply with the requirements of law.
- (d) The service provider shall give an undertaking by 22nd of each month in favour of the Board that he has complied with all his statutory obligation.

8. ACCOUNTS AND RECORDS

- (a) The SERVICE PROVIDER/FIRM/AGENCY shall maintain accurate accounts and records, statements of all its operations and / expenses in connection with its functions under this agreement in the manner specified by the department.
- (b) The SERVICE PROVIDER/FIRM/AGENCY shall forthwith upon being required by the department, allow department of any of its authorized representatives to inspect, audit or take copies of any records maintained by the SERVICE PROVIDER/FIRM/AGENCY. The SERVICE PROVIDER/FIRM/AGENCY shall also cooperate in good faith with the department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the department. However, upon discovery of any discrepancies or under payment the SERVICE PROVIDER/FIRM/AGENCY shall immediately reimburse the department for such discrepancies or Overcharge.

9. INDEMNIFICATION

- (a) The SERVICE PROVIDER/FIRM/AGENCY shall at its own expenses make good any loss or damage suffered by the department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Board or otherwise.
- (b) The SERVICE PROVIDER/FIRM/AGENCY shall at all times Indemnify and keep indemnified that department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the, department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the SERVICE PROVIDER/FIRM/AGENCY or not, who provided or provides the service at the site or any other premises of the Board shall be as provided hereinbefore.
- (c) The SERVICE PROVIDER/FIRM/AGENCY shall at all times indemnify and keep indemnified the department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during tile hours of providing tile services at the Board's premises or before and after that.
- (d) That, if at any time, during the operation of. this agreement or thereafter the Board is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the SERVICE PROVIDER/FIRM/AGENCY or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the

SERVICE PROVIDER/FIRM/AGENCY shall immediately pay to the departmental such amounts and costs also and in ,all such cases/events the decision of the department shall be final and binding upon the SERVICE PROVIDER/FIRM/AGENCY. The department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the SERVICE PROVIDER/FIRM/AGENCY.

10. LIABILITIES AND REMEDIES

In the event of failure of the SERVICE PROVIDER/FIRM/AGENCY to provide the services or part their of as mentioned in this agreement for any reasons whatsoever, the department shall be entitled to procure services from other sources and tile SERVICE PROVIDER/FIRM/AGENCY shall be liable to pay forthwith to the department the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The SERVICE PROVIDER/FIRM/AGENCY shall not claim any damages, costs, charges, expenses, liabilities arising out' of performance/ nonperformance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

12. TERM

This agreement shall be effective for a period of one year with effect from _____ upto _____ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Board.

13. TERMINATION

- .-
- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. however, the department shall give only a 24 hours notice of termination of this agreement to the SERVICE PROVIDER/FIRM/AGENCY when there is a major default in compliance of the terms and conditions of this agreement or the SERVICE PROVIDER/FIRM/AGENCY has failed to comply with its statutory obligations.
 - (b) If SERVICE PROVIDER/FIRM/AGENCY commits breach of any covenant or any clause of this agreement, Board may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event SERVICE PROVIDER/FIRM/AGENCY fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and SERVICE PROVIDER/FIRM/AGENCY shall be liable to the department for losses or damages on account of such breach.
 - (c) The Board shall have the right to immediately terminate this agreement if the SERVICE PROVIDER/FIRM/AGENCY becomes insolvent; ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the bases of the current management structure of the SERVICE PROVIDER/FIRM/AGENCY: Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the department shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER/FIRM/AGENCY

- (a) The SERVICE PROVIDER/FIRM/AGENCY shall furnish the department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government, authorities required for running such a business of SERVICE PROVIDER/FIRM/AGENCY.
- (b) The Service Provider shall always inform the Board in writing about any change in its address or the names and addresses of its key personnel. Further, the SERVICE PROVIDER/FIRM/AGENCY shall not change its ownership without prior approval of the Board.

16. SERVICE OF NOTICES

Any notice or other Communication required or permitted to be given between (he parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing:-

<u>Board</u>	<u>SERVICE PROVIDER/FIRM/AGENCY</u>
Managing Director,	M/s _____ Pvt. Ltd.
Haryana Livestock Development Board	_____
Bays No. 9-12, Sec-2,	_____
Panchkula.	

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the SERVICE PROVIDER/FIRM/AGENCY may have access to Confidential information of the department and it undertakes that it shall not, without department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modification to this agreement, if required shall only be made in writing.

19. AMENDMENT/ MODIFICATION

The parties can amend this agreement at any time. However such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds 'any provision of this agreement, or portion thereof to be unenforceable, that provision of the agreement will be enforced to the

maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTIONS

The Various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or condescension shall have been granted. Further, the failure of the department to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control. including acts of God, civil commotion strikes, acts of terrorism labour disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made / executed at _____ for all purposes in the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement the same shall at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the department. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be at Panchkula.

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Panchkula shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. TWO COUNTERPARTS.

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

27. SECURITY

The service provider shall deposit a security of 3% on the execution of this agreement. If the Board suffers any loss on account of fraud, negligence or dishonesty of the manpower engaged by the service providers in the discharging of his duties, the department shall be entitled to recoup such loss out of the security deposits. The security of the service providers shall be returned to him after the three months after the termination of the agreement if the department has no claim against him.

