

**PROFORMA PARTICULARS
DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE,
GOVERNMENT OF PUDUCHERRY**

e-Tender for the supply of Calf feed and Cattle feed

1. Name of the Tenderer/Firm:

(In case of firm, name of the Authorized Representative/Proprietor):

2. Office Address :

3. Factory Address :

4. Phone Numbers : Mobile:
Land line:

5. Fax Number :

6. Email ID :

7. Status of the Company : Manufacturer/SSI Unit/N.S.I.C.

8. Bid Security Declaration : Yes/No

9. If exempted S.S.I. of Pondicherry /N.S.I.C.
Exempted for:
Permanent Certificate No.....
Valid upto.....

10. GST Registration certificate/ suitable

GSTR return filling forms/GST Clearance certificate

issued by Chartered Accountant : Enclosed / Not enclosed

11. Saral form / Income Tax Return for Last 3 years

Assessment years (2020-21, 2021-22 and 2022-23): Enclosed / Not enclosed

12. Cattle feed and Calf feed Manufacturing

license No. & Validity : No:-----

Validity paid upto :

: Enclosed / Not enclosed

13. Non Conviction Certificate

(individuals only)

: Enclosed / Not enclosed

14. Solvency Certificate

: Enclosed / Not enclosed

15. Turnover Certificate

: Certificate no.-----

Enclosed / Not enclosed

16. Brand Name

: -----; Enclosed / Not enclosed

17. Feed Sample - Calf Feed

: Enclosed / Not enclosed

18. Feed Sample - Cattle Feed

: Enclosed / Not enclosed

19. Remarks:

**DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE
GOVERNMENT OF PUDUCHERRY
COMMITTEE FOR THE PURCHASE OF CALF FEED AND CATTLE FEED
e - TENDER SCHEDULE**

Last date for submission of e -Tender for Calf feed and Cattle feed :-

22.08.2023 at 04.00 PM

Opening and Verification of e-Tender 'A' Cover for Calf feed and Cattle feed:-

23.08.2023 at 10.00 AM

Date and time of Opening of 'B' Cover for calf feed and cattle feed will be intimated later after evaluation of documents.

INSTRUCTIONS TO e- TENDERERS

1. e -Tenderers are requested to send one representative along with an Authorisation letter on the day of opening the tender for participation. Without authorization no one will be permitted for participation.
2. Authorized representative must be in a position to produce the original documents and clarify the doubts in respect of the documents attached with the tender, at the time of opening the tender.
3. Bidders should sign the Terms and Conditions and scanned copy should be placed in cover -A.
4. All the Documents should be scanned and submitted through online in Cover 'A' as specified.
5. Cover 'B' should contain only BOQs (online).

GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE

**e - TENDER CONDITIONS FOR THE SUPPLY OF CALF FEED AND CATTLE FEED TO THE
DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE, GOVERNMENT OF
PUDUCHERRY**

I. GENERAL CONDITIONS:

- (1). Only Feed Manufacturers, whose average annual turnover is not less than Rs. 2.4 Crores for calf feed and Rs. 12 Crores for Cattle feed for the past three years i.e., in 2020-21, 2021-22 and 2022-23 are eligible to participate in the e- tender (certificates from Commercial Tax / Income Tax / Chartered Accountant Department as a proof of turnover should be submitted).
- (2). The successful tenderers themselves will have to procure permits, license etc., that may be required in fulfilling the contract. Conditional offers as binding the department, or offers requesting the Government for arranging the release of Molasses, will not be accepted. Therefore only those tenderers who are having valid license for transporting and usage of molasses at the time of opening of e-tender, are eligible to participate in the tender.
- (3). The quotation for the supply remains open for a period of 365 days from the date of opening of quotation. The Government shall without prejudice to any other agreement, right or remedy, be at liberty to forfeit 50 per cent of the E.M.D. if any bidder withdraws his quotation before the said period or makes any modification in the terms and conditions of Tender which are not acceptable to the Department and further to forfeit the whole of the E.M.D. if the quotationer whose quotation is accepted fails to sign the agreement and furnish the Performance Security Deposit of 5% of the Value of the quantity estimated within 15 days from the date of acceptance of the tender.
- (4). The Tender shall be submitted only if the Tenderer is agreeable to all the terms and conditions of this Tender, which includes the Description and Specifications of the items mentioned herein. Hence each page of the tender document should be signed by the tenderer as a token of acceptance.
- (5). Only the terms and conditions as specified in this tender by the Department shall be binding on the Tenderer and the tendering authority.
- (6). Tenderers are requested to strictly confirm to the instructions and attach their enclosures which should be clear scanned copies and no variation in the proforma will be permitted.
- (7). Entry to participate in the Tender Opening Committee Meeting is restricted only to bona-fide Tenderers or their Authorized Representatives.
- (8). The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Department of Animal Husbandry and Animal Welfare will in no case be responsible or liable for these costs, regardless of the conduct or out-come of the Tendering process.
- (9). The Tenderers are responsible to furnish all the required particulars along with the tender. No correspondence will be made on this account from this office/ department.

(10). Tenderer shall quote the rate for desired regions and for each of the feed and shall not put forth any condition as to the minimum quantity of indent to be supplied. If so, it would be subject to summary rejection.

II. CALF FEED AND CATTLE FEED REQUIREMENTS:

(Approximate Quantity subject to revision)

(1). Tentative Quantity of feed required in Metric Tonnes per Year:

Sl.No	Regions	Calf feed	Cattle feed
1	Puducherry	720.00 MT/YEAR	3825.00 MT/YEAR
2	Karaikal	180 .00MT/YEAR	900.00 MT/YEAR
3	Mahe	21.60 MT/YEAR	81.00 MT/YEAR
4	Yanam	36.00 MT/YEAR	302.40 MT/YEAR
TOTAL		957.60 MT/YEAR	5108.40 MT/YEAR

(2). Quality Standard of feed required:

Sl.No	Feed Nutrients	Calf feed	Cattle feed
1.	Moisture Max %	11	11
2.	Crude Protein Min %	22	20
3.	Ether Extract Min %	4.0	3.0
4.	Crude Fibre Max. %	10	12
5.	AIA Max %	2.5	3.0

* Presence of Urea will disqualify both calf feed and cattle feed. All are on moisture free basis (Sl.nos. 2-5), except moisture requirements for the following characteristics which shall be complied with and declared by the manufacturers after periodical testing:

Characteristic	Requirement
Common salt (as NaCl), % by mass, Max	1.0
Calcium (as Ca), % by mass, Min	0.8
Phosphorus (as P), % by mass, Min	0.5
Vitamin A, IU / Kg, Min	7000

These Compound feeds should be in the form of a MASH. The feed shall be free from harmful constituents, metallic pieces and adulterants. The feed shall be free from fungal growth and insect infestation and from fermented, musty, rancid or any other objectionable odour.

III. TENDER SPECIFICATIONS:

- (1). The rates should be quoted in whole Rupee and Paise only per Kg of feed.
- (2). The rates quoted should be inclusive of all taxes and delivery charges inclusive of all incidental charges such as loading, unloading, packing, forwarding, Insurance and stocking charges etc., at various Veterinary Dispensaries in the regions of Puducherry, Karaikal, Mahe and Yanam functioning under the Department of Animal Husbandry and Animal Welfare, Puducherry.
- (3). The supply should be made at the supplier’s own risk.

- (4). **Rates should be quoted for the region specified and for each of the feeds with relevant EMD. Otherwise the tender will be disqualified.**
- (5). The rates quoted should be valid for a period of **ONE YEAR** from the date of Opening of Quotations.
- (6). No representation towards upward revision of rates will be entertained. Rates once accepted will be final, ex-godown rates offered by the firm are not acceptable and such tenders will be summarily rejected. The rates should be quoted for delivery as specified by the Department of Animal Husbandry and Animal Welfare, Puducherry.
- (7). The scanned copy of brochures and leaflets of products if any available may also be placed in the A-Cover as specified.

IV. QUALITY SPECIFICATIONS:

- (1). The tenderer should also send 2 kgs of sample of each feed in separate sealed packets, which may be subjected to analysis after opening of 'A' Cover, if found necessary. The feed samples may be handed over to Joint Director (C.R) four hours before the dead line for submission of tender, and scanned copy of the acknowledgement in the prescribed format obtained from Joint Director (C.R) has to be placed in the Cover A.
- (2). The cost of the sample feed shall not be payable by the Tendering Authority.
- (3). The samples of feed submitted will not be returned to the Tenderer under any circumstances.
- (4). Feed samples supplied in each batch/lot will be chosen at the point of supply or distribution/storage points for testing from one packet and the other packet will be retained as reference. The samples will be sent to different laboratories for testing as decided by the Department. Handling and testing charges will be borne by the supplier or will be deducted by the Department for the above purpose.
- (5). **The use of products of animal origin for the preparation of calf feed and cattle feed meant for any ruminant is totally not allowed and will not be accepted.**

V. GROUNDS FOR REJECTION OF TENDER APPLICATION:

- (1). Tenders should be submitted only through online, Hard copies will not be accepted.
- (2). Scanned copies of all supportive documents placed with tender, should be clear and readable, otherwise it will not be considered. If the required certificates are in the language other than Tamil or English, self-attested copy of English version should be placed for verification and record otherwise, the particular document will be treated as not submitted.
- (3). The verification of documents in COVER-A and the decision to open COVER-B through online, by the tender opening committee is only provisional subject to further verification of the genuinity of the certificates produced.
- (4). Tenders shall be submitted in the prescribed forms only and submission of forms other than the one prescribed and / or without the payment of the prescribed fee will be summarily rejected.

VI. EARNEST MONEY DEPOSIT:

- 1). A sum of Rs. 26,50,500/- as Earnest Money Deposit for Puduchery region, Rs. 6,30,000/- as Earnest Money Deposit for Karaikal region, Rs. 59,940/- for Mahe region and Rs. 1,96,992/- for Yanam region, have to be transferred via ICICI's Payment Gateway in the ICICI bank (Account number: 005605011459, Pondicherry branch, IFSC: ICIC0000056, MICR: 605229002) through online before participating in the tender and the proof for payment of EMD should be enclosed as Earnest Money Deposit in cover "A". Otherwise, the tender will summarily be rejected by the Tender committee, without notice. (Bank guarantee cannot be accepted for the payment of earnest money deposit). (The amount should be paid only by online bank account transfer through ICICI payment Gateway. The E.M.D. will be refundable to the unsuccessful Tenderers immediately after ascertaining the successful tenderer).
- (2). Exemption from E.M.D., as per Government norms will be given to Small Scale Industrial units registered with Industries Department of the Government of Puducherry and units registered with the National Small Industries Corporation, New Delhi (NSIC), only on furnishing a copy of the valid registration certificate along with the tender. The relevant certificate issued by the Industries Department, Government of Puducherry or NSIC should contain the items viz. Calf feed & Cattle feed, otherwise **no exemption** will be given and they should pay Earnest Money Deposit through online for an amount of Rs. 26,50,500/- as Earnest Money Deposit for Puduchery region, Rs. 6,30,000/- as Earnest Money Deposit for Karaikal region, Rs. 59,940/- for Mahe region and Rs. 1,96,992/- for Yanam region, failing which, the tender will summarily be rejected without notice.
- (3). No interest will be paid on the Earnest Money Deposit.

VII. TECHNICAL BID (COVER - A):

THE COVER-A SHALL CONTAIN THE VALID DOCUMENTS LISTED HEREUNDER, Scanned copies of all the required documents should be placed in Cover - A.

- (i) Scanned copy of proof for transfer of Tender Fee of Rs.1000/- + GST 18% i.e., Rs.1180/- for each tender separately through online in the ICICI bank (Account Number: 005605011459, Pondicherry Branch, IFSC: ICIC0000056, MICR: 605229002) through ICICI Payment Gateway.
 - (ii) No exception is allowed to any category of tenderer in respect of payment of fee for tender form.
 - (iii) The rate quoted should never be mentioned in any of the 'A' cover document.
- (2). An amount of Rs. 26,50,500/- as Earnest Money Deposit for Puduchery region, Rs. 6,30,000/- as Earnest Money Deposit for Karaikal region, Rs. 59,940/- for Mahe region and Rs. 1,96,992/- for Yanam region, towards Earnest Money Deposit for each tender has to be transferred to the ICICI bank (Account Number: 005605011459, Pondicherry Branch, IFSC: ICIC0000056, MICR: 605229002) through ICICI Payment Gateway before participating in the tender and the proof for transfer of funds has to be placed in Cover -A. Small Scale Industrial (S.S.I) Units registered at Puducherry and National Small Industries Corporation(NSIC)

registered units are exempted from payment of EMD if claimed along with registration copy certificate. Either of the copy of the proof for payment of EMD in online / Exemption claimer certificate shall be placed.

- (2). Annual Turn over Statement for the preceding three years (2020-21, 2021-22 and 2022-23) issued by Commercial / Income Tax Department / Chartered Accountant. (failing which the tenderer will be rejected).
- (3). Saral form / Income Tax Return for the preceding three Assessment Years (2020-21, 2021-22 and 2022-23) may be placed in support of transaction.
- (4). Valid scanned copy of solvency certificate thereof to the value not less than Rs. 5,30,10,000/- for Puducherry region, Rs.1,26,00,000/- for Karaikal region, Rs.11,98,800/-for Mahe region and Rs.39,39,840/-for Yanam region issued by the Revenue authority, not below the rank of Deputy Tahsildar. In the case of a Firm, the solvency may be either in the name of the Firm/ or any Partner/Proprietor of the firm and in the case of a limited company, solvency should be in the name of the Company only. In case of Government Undertaking Firms /Government undertaking Co- Operative institution bank guarantee should be submitted instead of solvency certificate.
- (5). Scanned copy of valid license issued by the local authority and Inspector of factories. **The products that are quoted by the tenderer should be marked and highlighted legibly in any one of the copy of the above license.**
- (6). Scanned copy of sample submission acknowledgement issued by the Joint Director (CR), AH and AW Dept., Puducherry to be submitted (Proforma enclosed).
- (7). Scanned copy of Pollution consent letter / certificate by Pollution Control Board.
- (8). Scanned copy of Non-conviction certificate from the local Station House Officer or Inspector of Police, in the case of individuals (Tenderer).

Note:

The originals of the photocopy of documents as mentioned above may be brought on the day of opening of the tender for verification. Failing which, the tenderer will be treated as non-responsive and the tender is liable for rejection.

VIII. PRICE BID (FINANCIAL BID) (COVER - B):

The 'Cover-B' Financial Bid will contain only the BOQs (Quotation).

IX. PROCEDURE FOR SUBMITTING TENDER:

The tender has to be submitted through online only in the two bid system,

- (1) A- Cover contains all the required documents.
- (2) B- Cover contains BOQs only.

X. PROCEDURE FOR OPENING THE TENDER DOCUMENT:-

- (1). The Tenderer or the Authorized representative of the Tenderer (Representative who are present) who produces the authorization letter, shall sign the Attendance Register evidencing their presence during the opening of tenders.

(2). The "Cover-A" will be opened on the day fixed for opening of Tenders. The eligible bidder's "Cover-B" alone will be considered for opening. Incomplete documents if any, in the "Cover-A" will result in the rejection of the entire Tender and the "Cover-B" will not be opened.

(3). In the event of the date of opening of tender being declared as a holiday for the office of the tendering authority, the due date for opening of tender will be the next working day.

XI. PROCEDURE FOR SELECTION OF SUCCESSFUL TENDERER:-

Inspection of the Factory/Infrastructures of the lowest eligible bidder's manufacturing firm will be done by a committee constituted for the purpose. The Report of the Committee will invariably be taken into consideration for the finalization of the lowest quoted tender.

XII. SUBMISSION OF PERFORMANCE SECURITY:-

(1) An amount of 5 to 10 % of the total value of the approximate requirement of both the feeds of respective region have to be paid as Performance Security along with agreement. Performance Security may be furnished in any of the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, and Bank Guarantee from a Commercial Bank in favour of the Senior Accounts Officer, Department of Animal Husbandry & Animal Welfare, Government of Puducherry. On no account will the deposit of the previous contract be taken as an authority to permit the tenderer to submit his tender without depositing fresh Performance Security deposit.

(2) Exemption for Price Preference and Security Deposit as per Government norms will be given to Small Scale Industrial units registered with Industries Department of the Government of Puducherry and Units registered with the National Small Industries Corporation, New Delhi, only on furnishing a copy of the valid registration certificate along with the tender. The relevant certificate issued by the Industries Department, Government of Puducherry or NSIC should contain the items viz. Calf feed & Cattle feed, otherwise no exemption will be given and they should pay Performance Security Deposit, failing which, the tender will summarily be rejected without notice.

(3) Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including Warranty obligations.

(4) If the successful tenderer fails to furnish the Performance Security Deposit and also fails to execute the agreement within 15 days, the next lowest bidder will be considered.

(5) No interest will be paid on the Performance Security Deposit.

XIII. PROCEDURE FOR AGREEMENT:-

(1). The Agreement Form should be filled in and submitted to the Chairman, within 15 days from the date of receipt of order accepting their rates, duly affixing an adhesive court fee stamp for Rs.20/- or in a stamped paper to the value of Rs.20/- (Rupees twenty only).

(2). The agreement should be in the prescribed form, which will be supplied by the Director, Department of Animal Husbandry and Animal Welfare, Puducherry.

- (3). No variation of the terms and conditions contained herein will be made under any circumstances and it is presumed that the tenderer is in admission that they have read and understood the terms and conditions contained therein and the tender is expressly made, subject to the same.
- (4). If the tenderer fails to execute the agreement within the stipulated time, the requirements of the approved items will be purchased from the next lowest Tenderer and the extra cost, if any, will be recovered from the tenderer.

XIV. TERMS OF SUPPLY:-

- (1). The tenderers should indicate the brand name of the Calf feed & Cattle feed that will be supplied and the successful tenderer should continue to supply the same brand with the same quality throughout the term of contract.
- (2). The feed required should be supplied in New Gunny Bags/ HDPE bags with Net Weight of 50 kgs and 25 Kgs as required (Exclusive of packing).
- (3). The supply of feed should be effected at the Various Veterinary institutions at Puducherry, Karaikal, Mahe and Yanam regions functioning under the Department of Animal Husbandry ad Animal Welfare, Government of Puducherry as listed below:-

Sl. Nos.	Name of the Institution	Place of Delivery
1.	Veterinary Dispensary, Puducherry	Veterinary Dispensary, Puducherry
2.	Veterinary Dispensary, Villiyanur.	Veterinary Dispensary, Villiyanur.
3.	Veterinary Dispensary, Ariyankuppam	Veterinary Dispensary, Ariyankuppam
4.	Veterinary Dispensary, Thirukkanur	Veterinary Dispensary, Thirukkanur
5.	Veterinary Dispensary, Bahour	Veterinary Dispensary, Bahour
6.	Veterinary Dispensary, Sivaranthagam	Veterinary Dispensary, Sivaranthagam
7.	Veterinary Dispensary, Madagadipet	Veterinary Dispensary, Madagadipet
8.	Veterinary Dispensary, Mettupalayam	Key Village Unit, Reddiarpalayam
		Key Village Unit, Kalapet
9.	Veterinary Dispensary, Kariamanikkam.	Veterinary Dispensary, Kariamanikkam.
10.	Veterinary Dispensary, Karaikal	Veterinary Dispensary, Karaikal
11.	Veterinary Dispensary, Nedungadu	Veterinary Dispensary, Nedungadu
12.	Veterinary Dispensary, Thennangudy	Veterinary Dispensary, Thennangudy
13.	Veterinary Dispensary, Neravy	Veterinary Dispensary, Neravy
14.	Veterinary Dispensary, T.R.Pattinam	Veterinary Dispensary, T.R.Pattinam
15.	Veterinary Dispensary, Kottucherry	Veterinary Dispensary, Kottucherry
16.	Veterinary Dispensary, Pallor, Mahe	Veterinary Dispensary, Pallor, Mahe
17.	Veterinary Dispensary, Yanam	Veterinary Dispensary, Yanam

- (4). The feed should be supplied at convenient intervals as required by the Department and supply of feed should be effected within 10 days from the date of receipt of every supply order by Joint Director (CR) Animal Husbandry Department, Puducherry for Puducherry Region, the Joint Director, Animal Husbandry Department, Karaikal for Karaikal Region, the Veterinary

Assistant Surgeon, Mahe, for Mahe Region and Veterinary Assistant Surgeon, Yanam for Yanam region and the bill will be settled within a reasonable time limit..

- (5). The number and the quantity given in the schedule are only approximate and are liable to vary according to the actual requirements. The successful tenderers should supply the items indented upon as and when required without reducing the quantities.
- (6). The tenderer should supply the Calf feed and Cattle feed within 10 days (ten days) from the date of receipt of the indent, failing which the items required will be met by other sources. The extra cost involved, if any will be charged to the tenderer.
- (7). **The tenderer should supply Calf feed and Cattle feed as per the indent in full and piecemeal supply will not be entertained.**
- (8). All the bags of supply should bear the seal "Puducherry Government Supply".

XV. GROUNDS FOR REJECTION OF GOODS SUPPLIED:-

- (1). Damages and wastages if any found in transit, the articles denied thereof, should be replaced. Otherwise the cost of the damaged / soiled packs will be deducted from the bill.
- (2). If the supplied feed is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed as rejected goods. If the tender awarded firm continuously supplies such sub-standard / spurious / adulterated / mis-branded feed for three batches / lots in spite of intimation of such rejection of goods continuously for three occasions, the supply by the firm on contract will be liable for cancellation.

XVI. TERMS OF PAYMENT:-

- (1) The bill/invoice of the feed supplied should be sent to the buyer (Department of Animal Husbandry and Animal Welfare) immediately after delivery of goods. The bill/invoice should be given by the manufacturer who was selected and no other agency/dealer's bill will be accepted.
- (2) If the Government introduces any fresh taxes or increase the present rates of taxes, no change in the rates quoted shall be claimed. Necessary 'D' form will be given if needed.
- (3) **Payment will be made in two installments. 75% as the subsidy portion will be paid within a month of delivery and the balance of 25% non-subsidy portion will be paid after sale of the feed.**

XVII. TENURE OF THE CONTRACT:-

The contract shall be normally for a period of one year or till termination in case the contract is terminated before the contractual period comes to an end.

XVIII. GROUNDS FOR TERMINATION OF CONTRACT AND PROCEDURE FOR TERMINATION:-

- (1). If the Tender opening committee comes to know of any blacklisted / already terminated status of the firm, subsequent to the opening of the Tender/Acceptance of the Tender/Awarding of the Contract, all the deposits and dues of such Tenderers shall be forfeited to the Government besides termination of the Rate contract if any.

(2). Failure to supply either a portion or the entire quantity indented for or non-performance or non-supply in time or supplying materials which does not confirm to the approved standards or breach of any conditions stipulated will entail enforcement of one or more of the following:

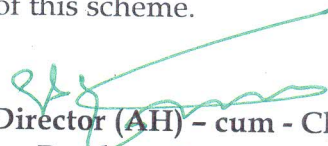
- (a) Cancellation of the indent in part or whole.
- (b) Forfeiture of the earnest money deposit / Security Deposit.
- (c) Recovery of extra cost if any incurred by the department in securing the materials from other sources by adjustment from the money due to the defaulter.
- (d) Extra cost over and above the amount due if any, will be recovered from the tenderers as arrears of land revenue.

XIX. LITIGATION:-

Courts in Union Territory of Puducherry will have Jurisdiction to settle the disputes arising if any, in the matter.

XX. REJECTION OF TENDER:

The Director, Department of Animal Husbandry and Animal Welfare, Government of Puducherry also reserves to himself the right of rejecting any or all items of the tender without assigning any reason thereof in writing or otherwise at any time and is competent to issue necessary standing orders, for effective implementation of this scheme.


The Director (AH) - cum - Chairman
Purchase Committee,
Department of Animal Husbandry
and Animal Welfare, Puducherry.

DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE,
GOVERNMENT OF PUDUCHERRY
PROFORMA FOR SUBMISSION OF SAMPLES
REFERENCE TO SUPPLY OF CALF FEED AND CATTLE FEED
(YEAR 2023-24)

SL. NO.	NAME OF THE ITEM	QUANTITY OF SAMPLE SUBMITTED
1	Calf feed	
2	Cattle feed	

Total No. of sample submitted:

Signature with Name seal and Address
of the person submitting samples.

Place:

Date:

Note: Scanned copy of this Proforma should be submitted in along with other documents in Cover 'A'. The original documents should be produced at the time of opening the tender, and the tenderer or his authorized representative shall clarify the doubts if any, in respect of the documents attached with the tender.

**Acknowledgement of the person receiving the
Sample(s) with date, Time and Seal**

COVER - B
FINANCIAL BID
Supply of Calf Feed and Cattle Feed for 2023-24

Name and Address of the Tenderer :

Date of Submission :

Rate for 1 Kg net in figure and words :

Region	Calf Feed	Cattle Feed
Puducherry		
Karaikal		
Mahe		
Yanam		

Seal and Signature of the Tenderer.

CATTLE AND CALF FEED AGREEMENT

This Agreement is made and entered on this Monday, the day of by and between,(hereinafter called ‘the Manufacturer- cum - Supplier’) of the ONE PART and **THE CHAIRMAN, COMMITTEE FOR THE PURCHASE OF CALF FEED AND CATTLE FEED -CUM- DIRECTOR of Animal Husbandry and Animal Welfare, Department of Animal Husbandry and Animal Welfare, Government of Puducherry, Puducherry** for and on behalf of the President of India (hereinafter called ‘the Purchaser’) on the OTHER PART;

WHEREAS, the Manufacturer- cum- Supplier has agreed with the Purchaser to supply to the Indenting Officer as per tender conditions, all such quantities of the articles and/or things specified and described in the Schedule hereto annexed (and which said articles and or things are hereinafter referred to as “The said articles and or things”) as the Manufacturer- cum -supplier shall be required by or on behalf of the Purchaser to supply for the said Indenting Officer of the Department of Animal Husbandry and Animal Welfare, Government of Puducherry, Puducherry at any time or times hereinafter during the period at the price or prices and in the manner and upon the terms and conditions hereinafter mentioned;

AND WHEREAS, the Manufacturer-cum-Supplier has deposited in the State Bank of India at Puducherry the sum of Rs. (Rupees only) which has been registered as Security for the due and faithful performance by the Manufacturer- cum- Supplier of this contract.

NOW, THEREFORE these presents witness that for carrying the said agreement into executions, the Manufacturer- cum- Supplier on the ONE PART for himself, his heirs, executors, administrators, legal representatives and permitted assigns and the Purchaser on the OTHER PART for himself, his successors and assigns, mutually covenant, declare, contract and agree between each of them with the other in the manner following (that is to say):

At any time, or times and at all times during the period on which the Manufacturer-cum-Supplier shall be required by the officer of the Department of Animal Husbandry and Animal Welfare specified for the time being of the said Chairman, Purchase Committee (hereinafter referred to as the officer of the Department of Animal Husbandry and Animal Welfare specified as to do) the Manufacturer- cum- Supplier shall and will supply to the Department of Animal Husbandry and Animal Welfare, Puducherry and for such price or prices as are specified in the said Schedule all such quantities of the said articles and or things as the officer of Department of Animal Husbandry and Animal Welfare specified shall from time to time require the Manufacturer cum supplier to supply under this contract and all such articles and/or things shall be delivered by the Manufacturer- cum- supplier between such hours on such day or days at such place or places to such person or persons and in such manner as the officer of the Department of Animal Husbandry and Animal Welfare shall specify from time to

time and at any time require or direct and it is expressly agreed by and between the parties hereto that notwithstanding any estimate or probable quantities or numbers that may have been mentioned by or on behalf of the Purchaser.

Prior to the execution of these presents or in the Schedule hereto, the Purchaser has the right to order any quantity or number of any of the said articles and/or things mentioned in the said Schedule as may from time to time be required by or on behalf of the Purchaser to be supplied as aforesaid during the period herein fixed or not to order any quantity or number or any of such articles and/or things at all.

1. The price quoted by the Manufacturer- cum- Supplier shall not in any case exceed the controlled price if any fixed by the Government of India or of any State or the reasonable price which may be permissible for him to charge a Private Purchaser for the same class and description of calf feed and cattle feed from where it is manufactured.

2. The Manufacturer- cum- Supplier shall not, at any time on any ground whatsoever during the periodhereinafter fixed, claim, any revision or modification of the rates respectively agreed upon for the articles and/or things mentioned in the Schedule hereunder written and specified therein. It is hereby understood and agreed that the rates so fixed include the payment by the Manufacturer- cum-Supplier of customs duties or any other rates, taxes or duties now payable or any enhancement thereof or which may hereafter be levied on all or any of the said articles and/or things mentioned in the said Schedule.

3. (a) All articles supplied by the Manufacturer- cum -supplier under this contract shall be of the qualities and descriptions specified in the said schedule. Calf feed and cattle feed supplied shall confirm to the Bureau of Indian Standard on analysis, when tested or analysed in different Laboratories as treated by the department and the decision as to the quality of the goods, of the Director, Animal Husbandry and Animal Welfare Department shall be final and binding on the Manufacturer-cum-supplier. It shall not be incumbent on the Purchaser to take from the Manufacturer-cum-Supplier, the quantities of the said articles and/or things mentioned in the said Schedule or any larger or smaller quantity or quantities thereof respectively, than may from time to time be required by the officer of the Department of Animal Husbandry and Animal Welfare specified but the Purchaser hereby agrees that, except as herein provided, he shall not buy, during the period herein fixed all or any of the said articles and/or things herein contracted to be supplied by the Manufacturer – cum - Supplier of any part thereof from any persons, firm or company other than the Manufacturer – cum - Supplier.

(b) The supply of calf feed and cattle feed shall be made by the company in full as per indent and it shall not be piecemeal and should not also exceed the quantities mentioned in the Schedule.

(c) The feed supplied shall be affixed with the seal as “PUDUCHERRY GOVERNMENT SUPPLY” on the labels on each and every item of packing.

(d) The feed supplied shall have good keeping quality on par with Bureau of Indian Standard.

4. All feed supplied by the Manufacturer – cum - Supplier shall be subject to inspection and acceptance or rejection by such persons as the officer of the Department of Animal Husbandry and Animal Welfare specified shall from time to time name and appoint to that duty or for that purpose (and which said person to be so named and appointed as aforesaid is hereinafter referred to as “The Inspecting Officer”).

5. All articles and/or things supplied by the Manufacturer – cum - Supplier which in the opinion of the Inspecting Officer appointed as aforesaid shall be in bad order, unsound, unmerchantable, inferior in quality or description or not in accordance with the samples of the articles and/or things specified in the said Schedule, or deposited by the Manufacturer – cum - Supplier or otherwise faulty or unfit for use or unwholesome, shall or may be rejected by the Inspecting Officer and his opinion and their rejection shall in all respects be final and conclusive and altogether operative and binding upon the Manufacturer – cum - Supplier and shall not be open or subject to question or dispute by the Manufacturer – cum - Supplier upon any ground whatsoever.

6. In lieu of any feed which shall have been rejected by the Inspecting Officer under the provisions herein before contained the Manufacturer – cum - supplier shall and will within one day or within the time permitted by the officer of the Department of Animal Husbandry and Animal Welfare specified after such rejection, shall have been notified to him as aforesaid, supply and deliver to the said Indenting Officer of Department of Animal Husbandry and Animal Welfare between such hours at such place or places to such person or persons and in such manner as the officer of the Department of Animal Husbandry and Animal Welfare specified shall require or direct such quantity or quantities, of the said feed of the quantities and descriptions specified in the said Schedule as shall be equivalent in quantity or quantities to the said articles and/or things which shall have been so rejected as aforesaid.

7. All feed supplied in lieu of or in substitution for rejected articles and/or things shall be in like manner subject to such inspection, rejections and removals as aforesaid as often as the Inspecting Officer shall consider necessary.

8. In case of any neglect or refusal on the part of the Manufacturer – cum - Supplier to supply and deliver any of the said articles and/or things which the officer of the Department of Animal Husbandry and Animal Welfare specified, shall from time to time require the Manufacturer – cum - Supplier to supply and deliver any or such approved quality and at such time or times, places and in such manner as hereinbefore provided and so often as any such neglect or refusal shall happen, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified or any person thereunto authorized by him, to purchase elsewhere and from any other person or persons whomsoever such quantities of the said feed as shall have been duly supplied and delivered by the Manufacturer – cum - Supplier or any other articles or things the officer of the Department of Animal Husbandry and Animal

Welfare specified may consider suitable or shall be required in lieu of any of the said feed which shall have been so rejected as aforesaid and to charge the difference (if any) between the price or prices of the articles and/or things which may be so purchased or the moneys which shall have been so rejected as aforesaid and to charge the difference (if any) between such articles and/or things against the Manufacturer – cum - Supplier and in addition thereto, to charge the Manufacturer – cum - Supplier as and by way of compensation to the purchaser for each and every such breach of contract, a sum not exceeding Ten per cent of such difference, provided further and it is hereby agreed that if any articles and/or things which have been already accepted by or on behalf of the Purchaser and partially or wholly used or consumed at the said Indenting Offices of Department of Animal Husbandry and Animal Welfare are discovered by the officer of Department of Animal Husbandry and Animal Welfare specified at any time after such acceptance and during or after use of consumption, to be or have been in bad odour, unsound, un-merchantable, inferior in quality or description or not in accordance with samples or otherwise faulty or unfit for use or unwholesome, then and in any such case, the Manufacturer – cum - Supplier shall, on notification and demand, be liable to refund or pay to the purchaser, the contract price or prices of such articles and/or things.

9. The Manufacturer – cum - Supplier shall pay and reimburse to the Purchaser such difference in price and compensation (if any) as aforesaid within two days after the same shall have been demanded from him by or on behalf of the Purchaser.

10. The Manufacturer – cum - Supplier shall and will on every occasion when feed are delivered under this contract, submit invoices in duplicate to the officer of the Department of Animal Husbandry and Animal Welfare specified and, on his failure to do so, it shall be lawful for the designated officer of the Department of Animal Husbandry and Animal Welfare to refuse to accept the said articles and/or things.

11. The Manufacturer – cum - Supplier shall, at all times during the continuance of this contract, obey and carry out in all things, the orders, instructions and directions of the officer of the Department of Animal Husbandry and Animal Welfare, specified for the time being, and of all officers and servants acting under his orders and authorised by him to act in all or any of the matters of things herein contained and the Manufacturer – cum - Supplier shall, except in cases where the decision of the Inspecting Officer or Public Analyst, Government Analytical Chemist or any other Chemist or Analyst is by these presents made final and conclusive, abide by the decision of the officer of the Department of Animal Husbandry and Animal Welfare specified for the time being and of any officer or servant acting under his orders and authorised by him to act for him in all matters relating to or in any way concerning with the construction of this contract or any matter, clause or things herein contained or any question arising there out; any and every such decision as aforesaid shall be final and conclusive and altogether operative and binding on the Manufacturer – cum - Supplier and shall not be subject to question or review upon any ground whatsoever.

12. Upon the complete fulfillment of this contract by the Manufacturer – cum - Supplier to the satisfaction of the designated officer of the Department of Animal Husbandry and Animal Welfare concerned, the said security deposit amount shall be returned to the Manufacturer – cum - Supplier. The analytical, testing and handling charges shall be deducted by the purchaser from the security deposit.

13. The Purchaser shall be at liberty within a period of three months from the date hereof to terminate this Agreement either wholly or in part on one month’s notice and thereupon, this Agreement shall cease and be null and void and the Manufacturer - cum - Supplier shall not be entitled to any compensation in respect of such termination.

14. In case, the Manufacturer – cum - Supplier fails or neglects or refuses to observe or perform to fulfill and keep up any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified (if he shall think fit so to do) without prejudice and in addition to all and every other remedies herein before contained on behalf of the Purchaser on any such failure or neglect or refusal as aforesaid, by any writing under his hand to put an end to this contract, so far as regards the purchase and thereupon, on every articles clause or thing on his part herein contained shall cease and be void and in case any moneys, damages, losses, expenses, difference in price or compensation shall then or at any time during the continuance of this contract be due from or payable by the Manufacturer cum supplier to the purchaser, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified to realize, sell and dispose of all or any part of the said security deposit amount of Rupees so endorsed over, transferred and deposited by the Manufacturer – cum - Supplier as herein before recited at any time for the market value thereof and with and out of the proceeds of such sale, after payment there out of all expenses connected therewith and also from and out of any moneys then in the hands of the officer of the Department of Animal Husbandry and Animal Welfare specified and payable or to become payable to the Manufacturer cum supplier to reimburse to the purchaser, all such moneys, damages, losses, expenses, difference in price and compensation as the purchaser shall have sustained or been put to or be entitled to by reason of the Manufacturer – cum - Supplier having been guilty of any such failure, neglect or refusal as aforesaid or other breach in the performance of this contract or as shall for the time being be due and owing from or payable by the Manufacturer - cum - Supplier to the purchaser and if the amount of the proceeds realized by the realization or sale of the said security after payment there out of all expenses connected therewith and such other moneys as aforesaid shall be insufficient to pay and satisfy the whole of such moneys, damages, losses, expense, difference in price and compensation as aforesaid, then and in that case, it shall be lawful for the purchaser to recover the residue thereof by legal proceeding against the Manufacturer – cum - Supplier upon the covenants and agreements herein contained.

IN WITNESS WHEREOF, the said and the
Chairman, Committee for the Purchase of Calf feed – and - Cattle feed – cum - Director of
Animal Husbandry and Animal Welfare, Directorate of Animal Husbandry and Animal Welfare,
Government of Puducherry acting for and on behalf of and by the order and direction of the
President of India, have hereunto set their Signatures and Seals the day, month and year first
herein above mentioned.

Signature of the Manufacturer – cum - Supplier:

Signed by the above named Manufacturer – cum - Supplier in the presence of

- 1.
- 2.

Signature of the Chairman,
Committee for the Purchase of
Calf feed and Cattle feed – cum -
Director of Animal Husbandry and Animal Welfare,
Directorate of Animal Husbandry and Animal Welfare,
Government of Puducherry, Puducherry – 605 001

Signature of the above named Chairman,
Committee for the Purchase of Calf feed and
Cattle feed – cum - Director of Animal Husbandry and
Animal Welfare,
Directorate of Animal Husbandry and Animal Welfare,
Government of Puducherry – 605 001 in the presence of

- 1.
- 2.

Supplementary Arbitration Agreement
[as a supplementary agreement annexed to the main contract agreement]

This Deed Agreement made on the Wednesday of 11th May 2022, BETWEEN the President of India represented by _____ Department of Animal Husbandry And Animal Welfare, Puducherry, BEING THE PARTY OF THE FIRST PART;

AND

_____ represented by _____ having an office at _____
BEING THE PARTY OF THE SECOND PART:

WHEREAS, the Party of the FIRST PART has agreed with the Party of the SECOND PART to abide by the Terms and Conditions of this ARBITRATION AGREEMENT:

AND NOW, THEREFORE, this INDENTURE WITNESSETH and the parties hereto have agreed as follows:

(I) THAT, the parties hereto have entered into a Contract on 15.03.2022 signing for supply of Calf feed and cattle feed and are bound by the terms and conditions as stipulated in the said 'Contract including the Clauses of the Contract' as appended to the said contract;

(II) AND THAT, this AGREEMENT shall form part and parcel of the said contract executed on the Tuesday, the _____ day of _____

(III) AND THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/ under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a sole Arbitrator as appointed under clause

(VI) hereinbelow, and that the award made in pursuance thereof shall be binding on the parties.

(IV) AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;

(V) AND THAT, the parties agree that the place Arbitration shall be at Pondicherry in the Union Territory of Puducherry;

(VI) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry, Department of Animal Husbandry And Animal Welfare shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties;

Provided that before requesting the Secretary Department of Animal Husbandry And Animal Welfare Puducherry, for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, with a time period of 3months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary, Department of Animal Husbandry And Animal Welfare Puducherry;

(VII) AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

(VIII) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

(IX) AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefore, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should co-operate in completing the arbitration process and the broader dispute resolution with 6 months or at most with an extension, on mutual consent, of another 6 months;

(X) AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made;

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment.

(XI) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

