

# HARYANA GAU SEVA AAYOG

Lajwanti Guest House, Shri Mata Mansa Devi Shrine Board, MDC,  
Sector-5, Panchkula  
E-mail- [hgsapkl@gmail.com](mailto:hgsapkl@gmail.com)

## Notice Inviting Tender

**TENDER NO: HGSA/E/2017-18/03**

Haryana Gau Seva Aayog, Panchkula invites online Tender (e-Tender) on <http://haryanaeprocurement.gov.in> portal for purchase of stores in two stage bid system i.e. Technical Bid and Financial Bid, as per the details given below:

### A. Schedule of Requirement

Sr	Particulars		Remarks
1.	Name of the Item		Tractor operated flail type forage (green fodder) harvester with chaffing & loading reaper machine
2.	Tender Fee		Rs. 5000/-
3.	e-Service Fee		Rs. 1000/-
4.	Earnest Money Deposit (EMD)		Rs. 30,000/-
5.	Performance Security		2% of the Supply Order Value
6.	Start Date and time of Bid Preparation & Submission		20.02.2018 at 5:00 PM
7.	Expiry Date & Time of EMD Submission	Through RTGS/ NEFT	13.03.2018 upto 5:00 PM
		Through Net Banking and Debit Card	15.03.2018 upto 12:00 PM
8.	Expiry Date & Time of Bid Preparation & Submission		15.03.2018 upto 2:00 PM
9.	Opening of Technical Bid		On or after 15.03.2018 at 2:30 PM
10.	Opening of Financial Bid		To be decided Later on
11.	Rates to be kept valid for acceptance upto		30.06.2018
12.	Working Demonstration of Machine		Before opening of financial bids

## B. Instructions to bidder on Electronic Tendering System

(These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.)

### 1. Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

### 2. Obtaining a Digital Certificate:

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

**M/s Nextenders (India) Pvt. Ltd.**

O/o. DS&D Haryana,

SCO – 09, IIInd Floor, Sector – 16, Panchkula – 134108

**E - mail:** [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)

Help Desk: 1800-180-2097 (**Toll Free Number**)

**2.4** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of Tender Download and bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

**2.5** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.6** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

- 2.7** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3 Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <http://haryanaeprocurement.gov.in>.

**4 Pre-requisites for online bidding:**

In order to bid online on the portal <http://haryanaeprocurement.gov.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

**5 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <http://haryanaeprocurement.gov.in>

**6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <http://haryanaeprocurement.gov.in>

**7 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**8 Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD fees and Submission of Bid Seal (Hash) of online Bids:**

- 8.1** The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT, Cash, ICICI Bank Cheques or DD.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

- 8.2** Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

**NOTE:**

**(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.**

**(B) For help manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to online' to download the file.**

### C. Description of Stores:

Sr. No.	Particulars	Tentative Quantity Required	Delivery Period	Place of Delivery
1.	Tractor operated flail type forage (green fodder) harvester with chaffing & loading reaper machine	1-5 machines (as per requirement of the aayog)	30 Days	F.O.R. delivery anywhere in the state of Haryana

### D. Technical Specifications:

#### 1. Description of Tractor operated flail type forage (green fodder) harvester with chaffing & loading reaper machine:

Sr.	Parameters	Required Value
1.	<b>Width of cut</b>	1600mm to 1800 mm
2.	<b>Type of machine</b>	Tractor operated trailed type machine
3.	<b>Flail Unit</b>	
i	Width of flail unit	1600mm to 1800mm
ii	Rotor flail	40
iii	Flail rotor diameter	600mm to 700mm
iv	Rotor rpm	1100rpm to 1200rpm
4.	<b>Belt conveyer and chaffing mechanism</b>	
i	Width of belt conveyer	250mm to 300mm
ii	Belt thickness	4 mm
5.	<b>Header</b>	
i	Upper front roller diameter including lugs	150mm to 200mm
ii	Feeding roller diameter	120mm to 150mm
iii	Feeding roller width	250mm to 300mm
iv	Throat height	120mm to 180 mm
v	Throat width	250mm to 300mm
6.	<b>Chopping cum blowing mechanism</b>	
i	Flywheel diameter	900mm to 1000mm
ii	Flywheel ring width	220mm to 260mm
7.	<b>Machines</b>	
i	Width in operation	2500mm to 3000mm
ii	Height overall	3500mm
iii	Weight	Upto 1300kg
iv	Cutting height	50mm to 180mm
v	Rotor speed	1100rpm to 1200rpm
vi	Cutter head knives	3 standard: 2-3-6
vii	Cutter head speed	1000rpm
viii	Numbers of paddles	3
ix	Drive	PTO with safety shield
x	Overload Protection	Slip clutches and shear bolt
xi	Tyre size	Adjustable to machine during use in field area and transportation
8.	<b>Provision for reversing the feed mechanism</b>	Provided

**2. Functional Requirement:-** For harvesting, Coarse chopping cum loading of fodder crops like maize, sorghum, Oats, Barsean etc sown in the agriculture fields of the Gaushalas.

**3. Design Requirement:**

- I. Single action harvesting, coarse chopping & blowing mechanism suitable for stem crops like Sorghum, Oats, Barsean and Maize.
- II. Tractor driven machine trailed on 50hp tractor trailed type.
- III. V belt & gear drive systems as per need.
- IV. Uniform chopping with adjustable size with flail type moving mechanism.
- V. All size Bearings to be dust proof, moisture proof with proper seals and heavy duty.
- VI. With top quality long life painting after removing rust.
- VII. Complete in all respects, ready to use version excluding tractor.
- VIII. Demonstration of the machines to be arranged by the bidders at some mutually agreed farm at no cost before opening of financial bids.
- IX. Spares for harvesting to be supplied for one year.
- X. Wide angle PTO shafts, slip clutch over load protections included.
- XI. Slip clutch or shear bolt protection for safety.
- XII. Machine should have heavy duty gears, chasis, along with PTO shafts.
- XIII. Machine's body shall made by new sheets and pipes with standards sheets and pipe size.
- XIV. Machine's hook should be adjustable.
- XV. The machine should be tested by any Agriculture Engineering & Technology Institute of State Govt. or Center Govt. or any state universities also attach test report with tender form.
- XVI. Band of machine is movable at 360 degree.
- XVII. Machine band should have a window for clearing the band.
- XVIII. Machine should be properly packed during supply.

## **E. Special Terms and Conditions:**

1. Only original manufactures or their authorized Supplier with authority letter from original manufacturer can participate in the tender.
2. The manufacturing firm is required to furnish particulars of supplies of Tractor operated flail type forage (green fodder) harvester with chaffing & loading reaper machine for the last 2 years in the state of Haryana to ensure the performance along with documentary proof.
3. The manufacturer must be ISO certified company.
4. If need be HGSA may inspect the manufacturing unit during the tender process or before taking the supply as it deems fit.
5. The tenderers should mention place of billing.
6. The tenderers must specify basic rate and rate of taxes (excise duty, GST etc) separately in the financial bid.
7. The successful bidder will have to deposit a Performance Security @ 2% of the total order value in the shape of D.D./ FDR or Bank Guarantee, which shall be refundable after one year from the date of supplies.
8. The Aayog may issue repeat order within a period of 90 days from the date of issuance of initial orders subjected to the policy guidelines issued by the state govt. in this regard.
9. Payment will be released within 30 days after successful supplies and inspection of material.
10. All working of machine should be carried out by one tractor.
11. The machine and all its parts should be covered under at least one year onsite warranty.

## **F. General Terms and Conditions:**

1. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://haryanaeprocurement.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 along with Technical Bid in on-line mode by due date and time.
2. The bidder should sign and stamp each page of this document and upload the same along with other supporting documents. All supporting documents should be self-attested in case the same are copies of original documents.
3. 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.

4. 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 of Chairman, GauSewaAayog, Haryana Panchkula.
5. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
6. The bidder should submit an undertaking that the offered product(s) comply with tender requirements and specifications.
7. 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.
8. The bidder should submit an undertaking that they have not been deregistered/ banned/ black-listed for participating in the tenders by any of the Central/ State Government Institution/ Autonomous body/ PSUs etc. during the last three years, prior to date of submission of bid.
9. The bidder should submit an undertaking that the rates quoted are their special institutional rates and not in any way higher than those quoted to/ charged from DGS&D or any other State/Central Government Department/ Institutions in India.
10. 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.
11. Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 (**Annexure-VI**), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (**Annexure-VII**), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (**Annexure-VIII**) will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on home page under section as Tender Forms.
12. 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.

13. The quantity of Stores can be increased or decreased.
14. 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.
15. Chairman HGSA reserves the power to cancel/ reject any tender at any point of time without assigning any reason.
16. The Arbitration if any will be decided as per the provision contained at Sr. No.18 of "Schedule 'B' Conditions of Contract"
17. All disputes will be settled within the jurisdiction of the Head Quarters of Haryana Gau Seva Aayog, Haryana at Panchkula.

## **G. Format of Contract Agreement:**

### **SCHEDULE 'B' Condition of contract**

This contract is to last from \_\_\_\_\_ to \_\_\_\_\_ but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Chairman, Haryana GauSevaAayog, Panchkula without compensation to the contractor.

1. Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles e.g. described in column 2 of Schedule "A" from time to time in such quantities as may be entered in the indents sent at rates set forth in column 4 of Schedule "A" for use in Offices/Institutions Departments under the administrative control of Haryana GauSevaAayog, as may be required by the Indenting Offices mentioned in Schedule 'C' to annexed on behalf of the Haryana GauSevaAayog. Requisitions from officers not mentioned in Schedule "C" hereto annexed should before compliance be sent in original to the Secretary, Haryana GauSevaAayog, Panchkula for instructions and the officer concerned advised accordingly. No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule "A" which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Aayog the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only. -

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender approved by the Chairman, Haryana GauSevaAayog, Panchkula. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Chairman, Haryana GauSevaAayog, Panchkula will be final and binding on the contractor, It will be open

to the Chairman, Haryana GauSevaAayog, Panchkula to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

4. The Secretary, Haryana GauSevaAayog, Panchkula may by notice in writing call upon the contractor to supply additional articles to serve as sample and upon such notice in writing contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respect of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.

6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the contractor.

7. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8.(a) The Secretary, Haryana GauSevaAayog, Panchkula, or the Deputy Director, Animal Husbandry & Dairying Department or any of the experts attached to the Industries Department of Haryana or the Indenting Officer or any other officer or person duly authorized in writing by the Chairman, Haryana GauSevaAayog, Panchkula shall have the power to inspect the stores, before, during or after manufactures, collection despatch, transit or arrival and to reject the same or any part or protion after the written approval of the Chairman, Haryana GauSevaAayog, Panchkula, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge be paid or supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government/ Haryana GauSevaAayog shall be under no liability whatsoever for rejected and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods be will at contractor's risk and Aayog may charge the contractor rent for the space occupied by such rejected goods.

(b) Super Inspection of stores, already inspected may be carried out at the discretion of the Chairman, Haryana GauSevaAayog, Panchkula, by such officer as may be authorised by him. The provisions of conditions 8(a) will apply mutatis mutandis to the Super Inspection also.

9. The Contractor shall provide without any extra charge all materials tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendant thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances for making necessary tests other than special tests, or in dependent tests. Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid Officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Chairman, Haryana GauSevaAayog, Panchkula shall have the right to deduct the amount from the security deposited by the contractor and if the amount sodeducted is not deposited within 10 days the Chairman, Haryana GauSevaAayog, Panchkula may treat the default as a breach of agreement and proceed under clause 17 of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off and/or destroy a portion not exceeding 2 percent from each delivery for such purpose and the quantity so cut out or 'off and/or destroyed as aforesaid shall be replaced by contractor free of charge.

10. Packing cases, containers, gunny packages etc., which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specially Stipulated, and that to contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole the goods referred to in each indent, in triplicate, will be prepared and submitted by contractor to the consignee for direct payment under intimation to the Secretary, Haryana GauSevaAayog, Panchkula. The full amount will be paid on receipt of Stores in good condition after their verification as regards specification etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Secretary, Haryana Gau Seva Aayog, Panchkula. All such complaints should be given :-

- (i) the number and date of the requisition;
- (ii) the designation of the Requisitioning Officer ;
- (iii) the designation and address of the consignee,
- (iv) the designation and address of the officer to whom the bill was sent by the contractor;
- (v) the number and date of the bill and the date on which the bill was sent to the officer mentioned in (iv) above; and
- (vi) full reference to reminders, if issued.

12. (i) With every despatch of goods or materials under the contract, invoices in triplicate will be prepared by the contractor. Invoices in duplicate are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and the third copy to be kept by the contractor to the Secretary, Haryana GauSevaAayog, Panchkula, for record in his office

(ii) The contractor shall despatch material "freight paid" in all cases where their offer is F.O.R. designated.

(iii) The contractor will send to the Secretary, Haryana GauSevaAayog, Panchkula quarterly statement of the goods supplied under this arrangement in the following form :-

<b>Name of Officer</b>	<b>Indent No.</b>	<b>Name of Articles</b>	<b>Quantity of number supplies and to whom supplied and where</b>	<b>Value of supplies in rupees</b>	<b>Remarks</b>

(iv) All dispatches by rail will be made at Railway risk at the expense of the Indentor (except by firm who have quoted rates F.O.R. any place in Haryana) unless the Indentor gives instructions to despatch at owner's risk in which case all responsibility for loss in transit will be with the Indenter.

This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions, the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Secretary, Haryana GauSevaAayog, Panchkula will be the authority to determine whether or not the

breakage, loss or damage was caused through the contractor's negligence and the decision of the Secretary, Haryana Gau Seva Aayog, Panchkula or some other officer action on his behalf shall be final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

(v) If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in writing at the time of such change, and in default of such agreement, the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

14. The time for and date of delivery of despatch stipulated in a supply order shall be deemed to be the, essence of the contract and should; the contractor fail to deliver or dispatch any consignment within the period prescribed, for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2%penalty per consignment per month recoverable on the value of the stores supplied. In 'case of non payment by the contractor, recovery will be made from his bills 'or amount of Earnest Money or Security deposited with the Secretary, Haryana Gau Seva Aayog, Panchkula, provided that :

- (a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Aayog.
- (b) Where the delay on the part of suppliers is of more than 2 weeks, the matter of extension of delivery period will be referred by the Indenting Officer to the Secretary, Haryana GauSevaAayog, Panchkula, with a certificate that there are genuine reasons for delay on the part of suppliers and that no loss will result to Govt. in case extension delivery period is allowed. The case will be decided on merits by the office of the Chairman, Haryana GauSevaAayog, Panchkula. The extension will

be allowed by the Chairman, Haryana GauSevaAayog, Panchkula, to the extent of purchasing power delegated to him and in cases above his competence, the extension will be allowed by Chairman, Haryana GauSevaAayog, Panchkula. In case the delivery period is extended, no penalty for supplies, made during the extended period be recovered from the supplier.

- (c) On the failure of the supplier to make supply within the extended period or otherwise and the receipt of such information in the office of Chairman, Haryana GauSevaAayog, Panchkula, risk purchase at the cost of suppliers Will be made by the Chairman, Haryana GauSevaAayog, Panchkula within 6 months of the expiry of the stipulated delivery, period by inviting short term quotations from the registered and other known suppliers: The excess cost is thus incurred will be recovered from the suppliers from his pending bills, Earnest Money or Security whichever is available.
- (d) This procedure will be adopted after serving registered notice to supply stores within 15 days
- (e) Quantity of item to be supplied can be increased or decreased.

15 The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with view either to asking for enhancement of any rates agreed to in the contractor to evading any of his obligations under the contract.

16. No payment will be made in advance for any Supplies under this contract.

17. (i) The contractor shall not:

- (a) assign or sublet contract without written approval of the officer sanctioning the contract
- (b) disposal details of the conditions governing this contract to unauthorised persons (intending against this contract is permissible only for the bonafide use of Government departments and Quasi Public and not for private parties or for the private use of the Government Officers). -

(ii) In the event of the contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay

to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agent or servants being guilty of fraud in respect of this contract any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any persons, officer or employment of Government in any way relating to such officers or person pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to Government's rights and remedies otherwise, Government shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Aayog's stocks or otherwise at the contractor's risk and at the absolute discretion of the Chairman, Haryana GauSevaAayog, Panchkula as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under the agreement or are required subsequently by Aayog thereunder and in cases where issues in replacement are made from Aayog's stock or supplies, the cost or value or such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Aayog.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile Or-subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

18. if any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part there or the rights duties or liabilities or either party than save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to any Officer appointed by the Aayog and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. -

"18. (a). The Arbitrator and his subordinate staff shall be paid a fee of Rs. 100/-

per hearing subject to a maximum of Rs. 500/- in each case provided that out of this amount 20% will payable to his staff. The arbitration fee will be borne equally by the Aayog and by the party concerned. The parties, other than the Aayog shall deposit their share in shape of Call deposit receipt in favour of Secretary, Haryana GauSevaAayog, Panchkula before the announcement of award by the Arbitrator. In case the arbitration proceedings are conducted ex party and the award is announced against the Aayog then entire amount shall be payable by the Secretary, Haryana GauSevaAayog, Panchkula but where the exparte award is announced in favour of the Govt./ Aayog the share of the opposite party shall form part of claim and shall be recoverable from the said party.”

19. Is the price of a contracted article is controlled by any agency of State or Central Govt. the payment will in no case be made at a higher rate than controlled rate.

IN WITNESS THEREOF the parties have hereunto set their hands on the cases indicated below:

1. (In the case of a Firm)

Signed by the above-named firm of \_\_\_\_\_

Through \_\_\_\_\_ partner of the firm.

Date

Signature

2. (In the case of a Company)

The seal of the \_\_\_\_\_ Company Limited, was affixed by virtue of the resolution of the board of directors No. \_\_\_\_\_ dated \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20

Seal

Dated

Director'sSignature

(In either case)

Dated \_\_\_\_\_

Signature of \_\_\_\_\_  
on behalf of the Secretary,  
Haryana GauSevaAayog,

Panchkula

In the presence of (i)

(i) Signature  
Address  
Designation

(ii) Signature  
Address  
Designation

## Declaration by the Bidder Regarding Qualification

### Technical Bid

In relation to my/our Bid submitted to HGSA For procurement of

.....vide 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:

**Under taking regarding Rates**  
**Technical Bid**

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

The rate charges for the supplies 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/Haryana GauSevaAayog/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 Secretary, Haryana GauSevaAayog,Lajwanti Guest House, Shri Mata Mansa Devi Shrine Aayog, MDC, Sector,5 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)