

Government of Punjab

Tender Notice Reference No. 1561

dated: 13/12/2023.

The Punjab Livestock Development Board, Livestock Complex, Sector 68, Near Army Institute of Law, S.A.S. Nagar invites online bids for following item:-

Sr. No	Name of Item	Quantity
1	Liquid Nitrogen Gas	Approx. 13.00 lakhs Ltrs./ Annum

1. The E-tenders should be submitted online till 28/12/2023 upto 05:00 PM and the same will be opened on 29/12/2023 at 09:30 AM. For other term and conditions, please visit website <http://eproc.punjab.gov.in>
2. E-Tender details can also be obtained from the Departmental website www.husbandrypunjab.org
3. Corrigendum, if any will be uploaded on above websites only.


(Dr. Ranbir Sharma)
Additional Chief Executive Office

13/12/23

FAX No: 0172-2217084

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Tendering Procedure.

It will be a two stage tendering. The technical tenders and financial/commercial tenders will have to be submitted AS PER E -TENDERING PROCEDURE.

The Technical Bids should contained detail information on the following: -

- Nature of Ownership.
 - Composition of the Firm.
 - Bankers Name & Address.
 - G.S.T No.
 - PAN/TAN No.
 - GST Tax clearance Certificate-Annual return under GSTR-9 form for last 3 years i.e. Financial year 2019-20, 2020-21 and 2021-22
 - Income Tax Returns for Last 3 year i.e. Assessment Year 2021-22, 2022-23 and 2023-24
 - Average Annual Turnover for the last 3 years i.e. Assessment Year 2021-22, 2022-23 and 2023-24 must be 5.00 Cr. Or above and must be duly verified by CA alongwith UDIN generated certificate.
 - Whether Manufacturer/Sole Selling Agent/Distributor/Authorized Dealer.
 - Experience in line.
 - Capability/Capacity to service the requirement.
 - Details of relevant infrastructure.
 - Arrangements of after sale service.
 - List of Clients.
 - Quality Assurance/Monitoring system followed.
 - Document should be properly numbered and indexed.
- Certificates where needed should be attached duly attested.

Financial/Commercial Bids.

Financial Bid should contain the price quoted per unit. The following information should be clearly given in the Financial Bid:-

- Price per Unit.
- Place of Delivery.
- Status of Taxation/Duties, GST etc.
- Lead time/Delivery Period.
- Packing & forwarding.
- Mode of Transportation.
- Payment condition.
- Warranty/Guarantee.
- Validity of Offer.
- Acceptance of Terms of N.I.T.
- Details of Earnest money attached.

(*) = Contractor/service provider :- Successful L-1 bidder to whom the contract for the supply of LN2 gas has been Granted

(**) = material :- LN2 Gas

Financial Bids will be opened only of those tenderers, who qualify and are found suitable during the processing of Technical Bids.

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TERMS AND CONDITIONS

1. E-Tenders are invited for the supply of Liquid Nitrogen Gas for department through the e-tendering process of Govt. of Punjab. For additional details such as items specifications, important dates etc visit the website: <http://eproc.punjab.gov.in> Tender form, specifications, terms and condition can be obtained from this website on payment of Rs. 1000/- (online payment) as per e-tendering procedure.
2. Tender shall be accepted only from manufacturers/authorized dealers.
3. The bidder must submit the authorization certificate from concerned firm for participate in this tender.
4. The tender will be in double bid system i.e. Technical/Pre-qualification Bids and Financial/Commercial Bids. The Technical Bid should contain comprehensive technical details of the item (Brochure/Catalogue), profile of the manufacturer/supplier, main current clients, experience, and tentative delivery period. Financial/Commercial Bids should contain the price (inclusive GST), terms and conditions. Technical Bids would be opened first and Commercial Bids will be opened subsequently of only those tenders who qualify in the Technical Bids. Incomplete/conditional Tenders not received as per e-tendering procedure will be out rightly rejected.
5. The bidder must enclose attested copies/proof of consisting, Pan Card, TIN No., Service Tax No., GST, EPE, Registration/Authorization of the firm etc.
6. The bidder / firm should not be black listed/debarred by any department/ organization.
7. The e-tenders should be submitted online till **28/12/2023 upto 05:00 PM and the same will be opened on 29/12/2023 at 09:30 AM.**
8. The e-tender must be accompanied with earnest money amounting **Rs. 20,000/- (Rs. Twenty Thousand only)** (online payment) as per e- tendering procedure.
9. Bidders/ tenderers are also required to submit only soft copy on E-Tendering Website.
10. The undersigned reserves the right to accept or reject one or all offers/tenders and holds the discretion to increase/decrease the quantity of any or all the items.
11. Successful Bidders/tenderers will have to submit a Security deposit of 10 % of the ordered value within the stipulated period of time after issuance of orders in the form of DD/FDR/Bank guarantee payable at SAS Nagar (Punjab) in the name of Chief Executive Officer , Punjab Livestock Development Board, within 10 days of receipt of supply order.
12. For participating in the above e-tender, the contractors shall have to get themselves registered with <http://eproc.punjab.gov.in>. and get user ID & password. Bidders who have not registered with e-procurement portal need to get registered by paying the requisite registration fee for e-tender participation and obtain Class 3 Digital Signature Certificate (DSC) which are mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e- tendering Process please contact on helpdesk No. 0172-2970263 & 0172-2970284.
13. E- Tender details can also be obtained from the Departmental website www.husbandrypunjab.org.
14. Rates should be quoted in Indian Rupees only, FOR anywhere in Punjab.
15. All applicable taxes should be included in the quote.
16. **Brochure/leaflets/catalogues/sample for items should be submitted along with tender, if applicable.**
17. Information of actual users of the item in India supported with evidences and performances should be furnished along with tender.
18. In case of failure of supply of LN2 gas, security money deposited by the Bidder/firm/authorized dealer would be confiscated.
19. GST Tax clearance Certificate-Annual return under GSTR-9 form for last 3 years i.e. Financial year 2019-20, 2020-21 and 2021-22
20. Income Tax Returns for Last 3 year i.e. Assessment Year 2021-22, 2022-23 and 2023-24
21. Average Annual Turnover for the last 3 years i.e. Assessment Year 2021-22, 2022-23 and 2023-24 must be 5.00 Cr. Or above and must be duly verified by CA alongwith UDIN generated certificate.

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(**) = material :- LN2 Gas

Specification & terms and condition for purchase of Liquid Nitrogen Gas (Approx. 13.00 Lakhs litre/Annum)

- i) The LN2 gas should be 99.99% pure.
- ii) Each Supply of LN2 should be accompanied with test report from BIS, NABL, DGSN&D approved laboratory depicting purity of liquid Nitrogen along with the test report of the manufacturer/ production centre. If the contractor/ service provider is manufacturer of LN2 he also has to submit the test report from the approved labs mentioned above regarding the purity of liquid Nitrogen.
- iii) Liquid Nitrogen can be received in Pressurized / non pressurized liquid nitrogen containers of varying capacities and delivered LN will be measured as per the capacity of the containers in liters.
- iv) Uncharged / dry /empty LN containers will be provided to the Contractor/ Service Provider by the concerned officer/officials. No extra allowance of LN/ extra charges will be paid towards charging of dry containers / filling of pressurized vessels. These evaporation losses will not be paid extra in any form to the Contractor/ Service Provider and are supposedly included in the rate quoted by the Contractor/ Service Provider.
- v) The concerned Officer/ official will arrange that decanting of the tanker can take place on all the seven days irrespective of the Sundays/ holidays. However it will be mandatory for the Contractor/ Service Provider to reach listed locations before 3:00 pm. After that decanting will not be carried out at any location and tanker/ supply vehicle can be stationed overnight at that place at the sole responsibility of the Contractor/ Service Provider.
- vi) The Contractor/ Service Provider* should have to deploy and notify exclusively to PLDB at least 3 LN₂ supply Tankers, preferably equipped with GPS system. The Contractor/ Service Provider will provide the access/ share the GPS location with PLDB, HQ. Each tanker should be registered in his name with a valid license of CCOE . However Contractor/ Service Provider can change the tanker/ increase the number of tankers any time after notifying the new tankers with PLDB. Delivery Challan bearing the Registration numbers of these notified tankers will only be accounted for receiving supplies from the Contractor/ Service Provider.

The successful bidder has to demonstrate its fleet of tankers to the officials / committee of the PLDB before the signing of the contract and at any time during the course of contract in order to ascertain the supplying strength of the Contractor/ Service Provider and its capability to provide technical worthiness / unhindered receipt of stock at PLDB locations.
- vii) The Contractor/ Service Provider has to deliver stock at the following PLDB listed locations. However PLDB can change/increase/ decrease the number of locations/ frequency of supply any time at a short notice to Contractor/ Service Provider :-
- viii) The Contractor/ Service Provider has to make separate route for Group-A and Group B locations. Supply to Group A locations-Semen Bank Ropar, Nabha and Patiala should be made exclusively. Any type of sharing of route/tanker with Group B locations is bared strictly. Additional C.E.O may impose penalty upto 50% of PO Value, while disposing such complaints.

Group	Location	Expected Frequency of supply in a month
A	Ropar	Thrice a month at expected interval of aprox.10 days
	Patiala	
	Nabha	

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B	Fatehgarh sahib	Twice a month at expected interval of aprox.15 days
	Mohali at Kharar	
	Nawanshehar	
	Hoshiarpur	
	Pathankot	
	Mansa	
	Barnala	
	Kapurthala	
	Moga	
	Kotakpura	
	Fazilka	
	Sri Mukatsar Sahib	
	Ferozepur	
	Amritsar/ Tarntarn	
	Bathinda	
	Sangrur	
	Ludhiana	
Jalandhar		
Gurdaspur		

Successful The Contractor/ Service Provider will have to operate as per Route plan / schedule of PLDB covering all the LN points as per the following table, however firm can use one or more number of tankers for feeding any single route ; -

Group	Locations / stations covered
A	Ropar- Patiala –Nabha
B	Fatehgarh Sahib –Mohali – SBS Nagar - Hoshiarpur
	Sangrur – Bathinda - Barnala – Mansa – Sri Mukatsar Sahib - Fazilka
	Moga -Kotakpura– Ferozepur
	Ludhiana – Jalandhar - Kapurthala
	Amritsar/Tarntaran- Gurdaspur - Pathankot

The Contractor/ Service Provider shall supply ordered quantity of LN₂ Gas within the due date given in the supply order. In cases of late/ delayed supply of LN₂ gas, PLDB will impose penalty charges as per the following table:-

No. of days delayed from due Date as per PO	Penalty charges FOR Delayed supplies
+/- 2 day	No penalty , considering delay is unintentional
3	1% of the value of the stock to be supplied as per PO
4	2% of the value of the stock to be supplied as per PO
5	4% of the value of the stock to be supplied as per PO
6	8% of the value of the stock to be supplied as per PO
Beyond 6	50% of the value of the stock to be supplied as per PO
Quantity supplied is less than PO	Penalty charges FOR short supplies (supplied quantity is less than ordered quantity)
More than / equal to 50% of the ordered quantity	50% of the value of the stock ordered as per PO

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In the event of short supply (any supply less than the scheduled supply order), at any particular location, the Contractor/ Service Provider shall be bound to supply such short supply within two days of the scheduled supply date. In case of failure to do so, the "Risk Purchase" clause mentioned below will be applicable.

NOTE:- the subsequent supply order will be as per the dates of earlier scheduled supply order.

RISK PURCHASE:

On receipt of a report from the officer incharge about the failure of the contractor to supply of LN2 gas as per prescribed schedule (issued monthly) or as per the terms agreed under the contract, the supplies shall be purchased by Punjab Livestock Development Board (PLDB) / the concerned officers incharge at contractors' risk and cost. The Punjab Livestock Development Board uses this commodity for the Production and short/long term storage of frozen semen doses. Therefore keeping in view the strategic importance of its processes/ storage, Punjab Livestock Development Board reserves the right to purchase the LN2 gas from any other source/open market at the contractor's/ service provider's risk. Considering the sensitivity involved in the work contract, the difference between the RATE CONTRACT price and risk purchase/emergency purchase price from the alternative vendor (i.e. vendor from other source/open market) will have to be paid by the Contractor/Service provider as penalty charges. The excess amount spent by the Punjab Livestock Development Board/ the concerned officers incharge in purchasing such supplies of LN2 gas at the risk and cost of the contractor shall and recovered from pending bills, security of the defaulting contractor respectively and in case the amount is not fully recovered, the defaulting contractor shall be liable to pay the risk cost from his own pocket. It is therefore, in the interest of the contractor not to put themselves in such predicament.

- ix) PLDB will place a single procurement order for all the locations/routes on a fixed date basis for the whole year.
- x) The LN2 gas will be supplied by the Contractor/ Service Provider on F.O.R. basis at destinations as per list attached. However PLDB can modify / increase/ decrease the number / location of destinations at any time with due communication to the Contractor/ Service Provider. Rate should be same F.O.R. anywhere in Punjab and should be inclusive of freight charges, conditions of GST should be clearly mentioned.
- xi) The Contractor/ Service Provider will have to deposit 10% value of the total LN2 cost price of the Tender in the form of demand draft payable at SAS Nagar in the name of Chief Executive officer, Punjab Livestock Development Board, SAS Nagar within 7 days of receipt of supply order as security money. In case the firm repeatedly fails to supply the gas as per requirement/order, its security shall

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be forfeited and the said firm shall be blacklisted. All disputes will be settled within the Jurisdiction of the Head Quarter of Punjab Livestock Development Board, SAS Nagar.

xii) The Contractor/ Service Provider will have to sign an agreement with Punjab Livestock Development Board, SAS Nagar. Within 7 days of the letter of approval from Punjab Livestock Development Board.

xiii) This contract will be valid for one year from the date of order.

Tender shall be accepted only from manufacturer/authorized dealer of the manufacturer. The Contractor/ Service Provider must have the capacity/ capability to supply the expected volume per month and should have supplied similar volumes in the last 3 years. Documentary proof required to be submitted along with the quotation.

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Rs. 1,000/-

INSTRUCTIONS TO TENDERERS

- 1) Quotations must be enclosed in a properly sealed envelope addressed to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar by designation and not by name. The quotations must be superscribed " Quotation for the **Liquid Nitrogen Gas** during the year **2023-24 and 2024-25** as called for in e-tender notice, dated **14.12.2023**".
- 2) In the event of the quotations, being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner laid down in the said company's articles of Association. The signatures on the quotations should be deemed to be authorized signatures.
- 3) All the columns of the quotations form shall be duly , properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No quotations" should be written across any or all of the items in the Schedule for which a tenderer does not wish to tender.
- 4) Any omission in filling the columns of "Units" and "rates" shall altogether debar a quotation form being considered.
- 5) All corrections must be signed by the tenderers.
- 6) A sum of **(INR) Rs.20,000/-(Twenty Thousand only)** must be deposited as earnest money in Bank pledged to the Additional Chief Executive Officer, Punjab Livestock Development Board and the receipt must accompany the tender form without which it will not be considered. The said amount will be regarded as forfeitable to PLDB, if any successful tenderer fails within the time fixed by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar either to sign the contract or terms contained in the invitation for tender, its tender form and quotation form and condition of contract referred to in the invitation of tenders, or to pay the additional security referred to in the next clauses below:-

1. National Saving Certificate.

2. Postal Saving Bank's Pass Book.

3. State Bank's Call Deposit Receipt or Fixed Deposits

4. Deposit receipts mentioned in item no. 3 tendered by any Schedule bank are also accepted provided these are countersigned by the State Bank of India, whereby the State Bank of India undertakes full responsibility to indemnify this department, in case of default. The above deposits can also be accepted if these are countersigned by the Reserve Bank of India against requisite security furnished by the Scheduled Bank concerned to the reserve bank of India and the reserve Bank of India advises this department that the Deposit Receipt may be accepted.

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- 8) The successful tenders may be required to deposit in addition as security for the due performance of the contract an amount equal to 10 percent of the approximate value of the estimated supply.
- 9) The Additional Chief Executive Officer, Punjab Livestock Development Board, will have the right of rejection all or any of the quotations, without assigning reasons.
- 10) No tender will be considered unless and until all the documents are properly signed.
- 11) The quotations will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar, until the
- 12) In the event of tender being accepted the quotations will be converted into a contract which will be governed by the conditions in pages 1 to 4 read with these instructions.

Read and accepted

Signatures of the Tenderers

I/We hereby quote to supply the goods LN2 gas specified in the under-written schedule in the manner in which and within the time specified as set forth in the conditions of contract as pages 1 to 4 at the rates given in the schedule below. The conditions on pages 1 to 4 will be binding upon me/us in the event of the acceptance of my /our tender.

I/We herewith enclose deposit receipt for a sum of Rs.....as security money and should I/We fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 10days of the acceptance of my/or tender. I/We hereby agree that the above sum of security money shall be forfeited to the Additional Chief Executive Officer, Punjab Livestock Development Board.

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SCHEDULE-"B"

Conditions of Contract

This agreement is entered into on the day of between Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex Sector 68 SAS Nagar (Mohali) Punjab (hereinafter referred to as **PLDB** his authorized nominee on **One Part** and M/s(hereinafter referred to as a **Contractor/ Service Provider**) on the **Second Part**;

Whereas PLDB is desirous of entering into an agreement for availing the services such as buying of Liquid Nitrogen Gas.

Whereas the **Contractor/ Service Provider** selected through e-tendering has offered to undertake the said responsibilities for providing the services such as supply of Liquid Nitrogen Gas in the entire State of Punjab.

Now this agreement witnesses the following Terms and Conditions:-

1. This contract shall be for initial period of **1 year** from the date of its signing and as such, the services shall be provided/ rendered by Service Provider, for a period of 1 year from the date of signing of this contract.
2. The LN2 Gas to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the e-tender and approved by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector 68, Near Army Institute of Law, S.A.S. Nagar. The Service Provider shall be responsible for all complaints as regard to the quality and quantity. In case of dispute regarding quality of Liquid nitrogen, the decision of the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector 68, Near Army Institute of Law, S.A.S. Nagar will be final and binding on the Service Provider. It will be open to the Additional CEO, PLDB to send samples taken from the supply of Liquid Nitrogen made by the Service Provider to any laboratory for chemical analysis and the cost thereof will be borne by the service Provider.
3. The Additional Chief Executive Officer, Punjab Livestock Development Board may by notice in writing call upon the Service Provider to supply additional volumes of the Liquid Nitrogen Gas to serve additional requirements generated anywhere in State of Punjab. Such additional supplies will be governed by all the conditions laid down under specifications and terms/ conditions of this tender.
4. The panel of officers appointed by the Additional Chief Executive Officer, Punjab Livestock Development Board, shall have the power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of Additional Chief Executive Officer, Punjab Livestock Development Board, Chandigarh, if

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he or they be not satisfied that the same is not as per the specifications/ conditions of the tender. The Contractor/ Service Provider shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the Contractor/ Service Provider 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/ inspection and any test of such supplies. PLDB shall be under no liability whatever for rejected supplies and the same will be at the Service Provider's risk. Rejected supplies shall be removed by the Service Provider within 3 days after notice has been issued to him of such rejection and failing such removed/ rejected goods will be at Contractor/ Service Provider's risk and PLDB may charge the Service Provider rent for the space occupied by such rejected goods.

5. Unless otherwise specified in a requisition bills, for the material** referred to in each indent in triplicate, will be prepared and submitted by the Contractor/ Service Provider to the consignee for payment under intimation to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector 68, Near Army Institute of Law, S.A.S. Nagar. With every dispatch of LN2 gas under this contract, invoices, in triplicate, will be prepared by the Contractor/ Service Provider. Invoices, in duplicate, are to be sent by the Contractor/ Service Provider to the Indenting Officer the duplicate to be returned by Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the Contractor/Service Provider to the Additional Chief Executive Officer, Punjab Livestock Development Board, S.A.S. Nagar for record in his office.
6. The payment of any bill in case not made within three months from the date of its submission to its checking and satisfaction of the inspection committee the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Additional Chief Executive Officer, Punjab Livestock Development Board,. All such complaints should give :-
 - i) The number and date of the requisition.
 - ii) The designation of the requisition officer.
 - iii) The designation and address of the officer to whom the bill was sent by mentioned in (iv) above.
 - iv) Full reference to reminders if issued.
7. The Contractor/ Service Provider shall dispatch LN2 gas 'Freight paid' in all cases. In the event of their failure to do so a penalty of 5 percent will be charged on the amount paid as freight by Indenting Officer on their behalf.
8. The Contractor/ Service Provider will send to the Additional Chief Executive Officer, Punjab Livestock Development Board, Quarterly statement of the goods supplied under this arrangement in the following form :

Name of Office	Indent No.	Name of articles	Quantity of No. supplied and to whom supplied and where	Value of supplies	Remarks
1	2	3	4	5	6

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9. This is subject to the condition that the LN2 gas will be supplied safely by the Contractor/ Service Provider in sound containers/ carriers/ tankers as permitted by law to carry/ transport Liquid nitrogen gas with valid licenses/ permissions in this regard. The Contractor/ Service Provider is bound to carry all the proper attachments/ hose etc. necessary for decanting of the vessels. The consignment will be accepted only if without any adverse remarks as to the conditions of the supplying tankers/ vessel and the equipment hose and valves etc used for decanting the Liquid Nitrogen Gas. In case of any adverse remarks and / or any accident happened, the responsibility with the losses during decanting will rest with the Contractor/ Service Provider. The Additional chief Executive Officer, Punjab Livestock Development Board, will be the authority to determine whether or not the loss or damage was caused through the Service Provider's negligence and the decision of the Additional Chief Executive Officer, Punjab Livestock Development Board, or some other officer/acting in his behalf shall be a final and conclusive against the contract.
10. If during the tenure of the contract, the specification of material** to be supplied there under are changed, the contractor shall continue to comply with demands of PLDB for the supply of the said articles in accordance with the new specification at a rate to be mutually agreed to in writing at the time of such change.
11. In the event of withdrawal or discontinuation of material** and consequent ceasing of or reduction in demand, the Service Provider shall not be entitled to any compensation. PLDB, 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.
12. The Contractor/ Service Provider acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the Contractor/ Service Provider required under the contract will have to be made or furnish 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 a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.
13. PLDB hold the discretion to approve or disapprove the distribution of Liquid Nitrogen Gas by any one or more firms/Companies in any district/districts of the State at any point of time of the contract period.
14. No payment will be made in advance for any supplies under this contract.
 - a) The Contractor/ Service Provider shall not assign or sublet the contract.
 - b) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Govt. departments and quasi public and not for private parties or for the private use of the Government Officer.

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15. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then 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 finally decided accordingly or whether the contract should be terminated or has been rightly termination 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 Punjab Government acting as such at the time of reference 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 matter so referred.
16. If the price of contracted LN2 gas is controlled by the Government, the payment will in no case be made at higher rate than the contracted rate.
17. The gas should be 99.99% pure.
18. Each Supply of LN2 should be accompanied with test report from BIS, NABL, DGSN&D approved laboratory depicting purity of liquid Nitrogen along with the test report of the manufacturer/ production centre. If the Contractor/ Service Provider is manufacturer of LN2 he also has to submit the test report from the approved labs mentioned above regarding the purity of liquid Nitrogen.
19. Liquid Nitrogen can be received in Pressurized / non pressurized liquid nitrogen containers of varying capacities and delivered LN will be measured as per the capacity of the containers in liters.
20. Uncharged / dry /empty LN containers will be provided to the Contractor/ Service Provider by the concerned officer/officials. No extra allowance of LN/ extra charges will be paid towards charging of dry containers / filling of pressurized vessels. These evaporation losses will not be paid extra in any form to the Contractor/ Service Provider and are supposedly included in the rate quoted by the Contractor/ Service Provider.
21. The concerned Officer/ official will arrange that decanting of the tanker can take place on all the seven days irrespective of the Sundays/ holidays. However it will be mandatory for the Contractor/ Service Provider to reach listed locations before 3:00 pm with prior information to the concerned location incharge at least 4 to 5 Hrs. before reaching. After that decanting will not be carried out at any location and tanker/ supply vehicle can be stationed overnight at that place at the sole responsibility of the Contractor/ Service Provider.
22. The Contractor/ Service Provider should have to deploy and notify exclusively to PLDB at least 3 LN₂ supply Tankers, preferably equipped with GPS system. The Contractor/ Service Provider will provide the access/ share the GPS location with PLDB, HQ. Each tanker should be registered in his name with a valid license of CCOE . However Contractor/ Service Provider can change the tanker/ increase the number of tankers any time after notifying the new tankers with PLDB. Delivery challan bearing the Registration

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numbers of these notified tankers will only be accounted for receiving supplies from the Contractor/ Service Provider.

The successful bidder has to demonstrate its fleet of tankers to the officials / committee of the PLDB before the signing of the contract and at any time during the course of contract in order to ascertain the supplying strength of the Contractor/ Service Provider and its capability to provide technical worthiness / unhindered receipt of LN2 gas at PLDB locations.

The Contractor/ Service Provider has to deliver LN2 Gas at the locations listed in Sr. No. 25. However PLDB can change/increase/ decrease the number of locations/ frequency of supply any time at a short notice to Contractor/ Service Provider :-

23. Contractor/ service provider has to make separate route for Group-A and Group B locations. Supply to Group A locations-Semen Bank Ropar, Nabha and Patiala should be made exclusively. Any type of sharing of route/tanker with Group B locations is bared strictly. Additional C.E.O may impose penalty upto 50% of PO Value, while disposing such complaints.

Group	Location	Expected Frequency of supply in a month
A	Ropar	Thrice a month at expected interval of aprox.10 days
	Patiala	
	Nabha	
B	Fatehgarh sahib	Twice a month at expected interval of aprox.15 days
	Mohali at Kharar	
	Nawanshehar	
	Hoshiarpur	
	Pathankot	
	Mansa	
	Barnala	
	Kapurthala	
	Moga	
	Kotakpura	
	Fazilka	
	Sri Mukatsar Sahib	
	Ferozepur	
	Amritsar/ Tarntarn	
	Bathinda	
Sangrur		
Ludhiana		

(*) = Contractor/service provider :- Successful L-1 bidder to whom the contract for the supply of LN2 gas has been Granted

(**) = material :- LN2 Gas

	Jalandhar	
	Gurdaspur	

Contractor/ service provider will have to operate as per Route plan / schedule of PLDB covering all the LN points as per the following table, however firm can use one or more number of tankers for feeding any single route ; -

Group	Locations / stations covered
A	Ropar- Patiala –Nabha
B	Fatehgarh Sahib –Mohali – SBS Nagar - Hoshiarpur
	Sangrur – Bathinda - Barnala – Mansa –Sri Mukatsar Sahib - Fazilka
	Moga -Kotakpura– Ferozepur
	Ludhiana – Jalandhar - Kapurthala
	Amritsar- Gurdaspur - Pathankot

The Contractor/ Service Provider should supply ordered quantity of LN₂ Gas within the due date given in the supply order. In cases of late/ delayed supply of LN₂ gas or short supply of the stock, PLDB will impose penalty charges as per the following table:-

No. of days delayed from due Date as per PO	Penalty charges FOR Delayed supplies
+/- 2 day	No penalty , considering delay is unintentional
3	1% of the value of the stock to be supplied as per PO
4	2% of the value of the stock to be supplied as per PO
5	4% of the value of the stock to be supplied as per PO
6	8% of the value of the stock to be supplied as per PO
Beyond 6	50% of the value of the stock to be supplied as per PO
Quantity supplied is less than PO	Penalty charges FOR short supplies (supplied quantity is less than ordered quantity)
More than / equal to 50% of the ordered quantity	50% of the value of the stock ordered as per PO

(*) = Contractor/service provider :- Successful L-1 bidder to whom the contract for the supply of LN₂ gas has been Granted

(**) = material :- LN₂ Gas

24. In the event of short supply (any supply less than the scheduled supply order), at any particular location, the Contractor/ Service Provider shall be bound to supply such short supply within two days of the scheduled supply date. In case of failure to do so, the "Risk Purchase" clause mentioned below will be applicable.

NOTE:- the subsequent supply order will be as per the dates of earlier scheduled supply order.

25. RISK PURCHASE:

On receipt of a report from the officer incharge about the failure of the contractor to supply of LN2 gas as per prescribed schedule (issued monthly) or as per the terms agreed under the contract, the supplies shall be purchased by Punjab Livestock Development Board (PLDB) / the concerned officers incharge at contractors' risk and cost. The Punjab Livestock Development Board uses this commodity for the Production and short/long term storage of frozen semen doses. Therefore keeping in view the strategic importance of its processes/ storage, Punjab Livestock Development Board reserves the right to purchase the LN2 gas from any other source/open market at the contractor's/ service provider's risk. Considering the sensitivity involved in the work contract, the difference between the RATE CONTRACT price and risk purchase/emergency purchase price from the alternative vendor (i.e. vendor from other source/open market) will have to be paid by the Contractor/Service provider as penalty charges. The excess amount spent by the Punjab Livestock Development Board/ the concerned officers incharge in purchasing such supplies of LN2 gas at the risk and cost of the contractor shall and recovered from pending bills, security of the defaulting contractor respectively and in case the amount is not fully recovered, the defaulting contractor shall be liable to pay the risk cost from his own pocket. It is therefore, in the interest of the contractor not to put themselves in such predicament.

26. The gas will be supplied by the Contractor/ Service Provider F.O.R. destination as per list attached. However PLDB can modify / increase/ decrease the number / location of destinations at any time with communication to the Contractor/ Service Provider.
27. Rate should be same F.O.R. anywhere in Punjab and should be inclusive of freight charges, conditions of GST should be clearly mentioned.
28. Supplier will have to deposit 10% value of the total LN2 cost price of the Tender in the form of demand draft payable at Chandigarh in the name of Chief Executive officer, Punjab Livestock development Board, SAS Nagar within 7 days of receipt of supply order as security money. In case the firm repeatedly fails to supply the gas as per requirement/order, its security shall be forfeited and the said firm shall be blacklisted. All disputes will be settled within the Jurisdiction of the Head Quarter of Punjab Livestock Development Board, SAS Nagar.
29. The firm will have to sign an agreement with Punjab Livestock Development Board, SAS Nagar. Within 7 days of the letter of approval from Punjab Livestock Development Board.
30. This contract will be valid for one year from the date of order.

(*) = Contractor/service provider :- Successful L-1 bidder to whom the contract for the supply of LN2 gas has been Granted

(**) = material :- LN2 Gas

Tender shall be accepted only from manufacturer/authorized dealer of the manufacturer. Supplier should have the capacity/ capability to supply the expected volume per month and should have supplied similar volumes in the last 3 years. Documentary proof required to be submitted along with the quotation.

In witness thereof the parties have signed this Contract at SAS Nagar on the date first above written:

(.....)

(.....)

Punjab Livestock Development Board

for Service provider

Witnessed by

1.....

2.....

Name and Address :

Name and address :

(*) = Contractor/service provider :- Successful L-1 bidder to whom the contract for the supply of LN2 gas has been Granted

(**) = material :- LN2 Gas