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**DIRECTOR ANIMAL HUSBANDRY PUNJAB, LIVESTOCK COMPLEX, SECTOR-68,
SAHIBZADA AJIT SINGH NAGAR**

**SHORT TERM TENDER NOTICE NO.- 4/2017-18 FOR THE SUPPLY OF ITEMS FOR
MODERN CATTLE BREEDING FARM, RAUNI, PATAILA**

Sealed tenders (Single Bid System) are invited for the supply of the following items which will be received by the Director Animal Husbandry, Punjab, Sahibzada Ajit Singh Nagar upt 29.12.2017 till 2.30 p.m, and the same will be opened at 3:00 p.m on the same day in the presence of tenderers or their representative who care to be present as per list mentioned below:-

Sr.No	Name of Item	Quantity
1	Milk Vending Machine 300 Ltrs capacity	One
2	BulK Milk Coolers -500 Ltrs	One

Tender form, specifications, terms and condition can be obtained from this office on payment of Rs. 20/- or can be downloaded from the website www.husbandrypunjab.org for which Rs.20/-(tender form payment) can be submitted in the shape of pay order in the name of Director Animal Husbandry, Punjab payable at Chandigarh along with earnest money of Rs. 500/- in the shape of bank draft drawn in favour of Director Animal Husbandry, Punjab payable at Chandigarh along with tender. Approved tenderer will have to deposit 10% of the total value of the item to be purchased in the shape of demand draft payable at Chandigarh in the name of Director Animal Husbandry, Punjab within 7 days of issue of supply orders as security deposit. Only original producer/companies or their authorized dealer/distributor can submit the tender. The under signed reserves the right to accept or reject any offers and hold the discretion to increase/decrease the quantity of the item.

*Director, Animal Husbandry,
Punjab.*

Detailed specifications for Short term tender notice No.- 4/2017-18

1. Milk Vending Machine- 300 Ltrs capacity

One

Functional Requirements:

It should be used for Storage and sale of liquid Milk. The complete unit should be fitted on Mahindra pick up or equivalent Vehicle. The Vehicle will be provided by the Customer.

Design & Technical Requirements-

Capacity of milk storage tanker barrel : 300 Ltr consisting of SS 304 inner & outer shell made of 1.5 mm S.S-304 Sheet)

The Tanker Barrel should be equipped with

- *Proper insulation to make temperature resistant so that filled milk temperature should not increase.*
 - *SS inner & SS outer Shell Tanker with Bottom attachment suitable for the Vehicle.*
 - *Top SS main hole for cleaning.*
 - *CIP valve for cleaning.*
 - *All electricals from main battery to our panel.*
 - *Any work on chassis required to fit the milk barrel.*
 - *With Single delivery electronic push bottom panel for automatic dispensing having separate button for dispensing loose milk for 250 ml, 500 ml & 1000 ml*
 - *Calibrated scale to measure the quantity of the milk available in the tanker.*
- Panel Set for Automatic Milk Vending Machine consisting of SS Panel.
Transducer, SS Protecting Plate with accessories having following features :*
- *32 Bit Micro Controller Based system for speed and ease.*
 - *25 Tactile keys for long life.*
 - *Full stainless steel indicator box for hygiene and long life.*
 - *Dispense by amount or dispense by volume (Ltr).*
 - *Quick access keys for 200/ 500 1L milk.*
 - *Quick access keys for Rs. 10 / 20 /50 for dispense by amount.*
 - *Full Numeric key for easy entry of amount or qty.*
 - *Alarm for Reverse or lack of milk.*
 - *Total qty of milk available in tank.*
 - *Built in RTC clock backed by battery.*
 - *Door open-check/ Alarm Option available.*
 - *Capable of dispensing qty to the nearest rupee or 10 ml.*
 - *Price of milk can be changed easily through password.*
 - *Full security with multiple passwords for different user/ service levels.*

Note : *The chassis / Vehicle will be provided by the (Customer/Purchaser)*

2 Bulk Milk Coolers-500 LTR

One

The Bulk Cooling Units shall be used to cool raw milk at the farm to 4 deg. Cent.

Maximum cooling time

First Milking : 3 hr. from 35 Deg. C to 4 Deg. C.

Second Milking : 1.5 Hr. from 10 Deg. C to 4 Deg. C

As per ISO Standard

a) MILK COOLING TANK

The tank should be semi cylindrical double walled stainless steel of AISI 304 grade in special ground finish, made with laser welding and automatic spot welding. It should be provided with gas spring assisted interchangeable hinge for easy asses, cleaning & inspection. The thickness of the inner shell be 2 mm and outer shell shall be 1.5 mm.

Insulation

The tank should be insulated with CFC Free injected polyurethane foam at min 40 kg/m³ without any imperfection or hygroscopicity with a thickness of 50mm

Efficiency of the insulation :

Temperature at 4 Deg. C. should not exceed 1 deg. C in 4 hours when rated volume is allowed to stand as per ISO 5708 Class 2A-II at 50 Deg. Ambient.

The tank should have the following accessories :

Agitator – Extra low speed agitator with stainless steel shaft.

Outlet – 1 Butterfly valve with provision for locking

CIP- Nylon Brush along with stick for manual cleaning of the tank after every unloading should be provided.

b) Refrigeration system

Hermetically sealed compressor complete with drive motor.

Condenser – The condenser should be air cooled , screen protected & compact.

Refrigerant & Oil- the unit should be supplied complete with first charge of refrigerant type R-22

and lubrication oil.

c) Control Panel

Refrigeration control panel should be fabricated of 1.2 mm thick mild steel sheet in dust and vermin proof design and should consist of the following

Electrical Switch gear :

- *Change over switch*
- *MCB*
- *Voltmeter*
- *Ammeter*
- *Energy Meter*
- *Luminous push buttons.*

d) Tool box and Tools

Bulk milk cooler Unit should be accompanied with tools and tool box as required for proper operation and routine maintenance of the bulk cooling machine.

e) Manual

A detailed standard manual in English language in three copies complete with all required details, circuit diagrams & line diagrams of the system should be provided.

TERMS AND CONDITIONS

1. *Tender shall be accepted only from manufacturers/authorized dealers.*
2. *Rates should be quoted in Indian Rupees only, FOR anywhere in Punjab/Sahibzada Ajit Singh Nagar.*
3. *All applicable taxes should be included in the quote.*

4. *Brochure/leaflets/catalogues for equipments should be submitted alongwith tender.*
5. *Trouble free performance of the equipment for a minimum period of two years from date of commissioning should be guaranteed . Any defect intimated should be attended to and rectified immediately after receipt of such communication within guarantee period. The guarantee shall include cost of spares and labour.*
6. *The supplier should give an undertaking that they will be responsible to carry out the preventive maintenance and to repair the equipment during guarantee and post guarantee period.*
7. *The product offered should be supported with AMC for next three years on expiry of the guarantee period. Full details of after sale service offered during the post guarantee period should be furnished alongwith tender specified.*
8. *Information of actual users of the equipment in India supported with evidences and performances should be furnished alongwith tender.*
9. *If required the working of the equipment must be demonstrated in any place to be specified by the supplier.*
10. *The supplier shall train to the satisfaction of the purchaser one or two technicians at site/factory for operating, servicing and undertaking minor repairs without extra cost.*

Supplier will have to deposit 10% value of the total price of the items in the form of Demand Draft/FDR payable at Chandigarh in the name of Director, Animal Husbandry, Punjab, within 7 days of receipt of supply order as security money.

ANNEXURE II

Price Rs.20/-

INSTRUCTIONS TO TENDERERS

1. *Quotations must be enclosed in a properly sealed envelope addressed to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, by designation and not by name. The quotations must be superscribed “ Quotation for the supply of items for **Short Term Tender Notice No.-4/2017-18 For The Supply of Items for Modern cattle breeding farm, Rawni, Pataila** during the year 2017-18 as called for in tender notice, dated 14-12-2017. The quotations must reach the O/o Director, Animal Husbandry, Punjab, Sahibzada Ajit Singh Nagar, before 29-12-2017 till 2:30 p.m on the date mentioned in the tender notice.*
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. *Samples must be sent of all items quoted for each when specification or description are laid down. Such samples must be sent freight paid or delivered free to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar. Each sample should bear a sealed label marked with the tenderer’s name and address and reference to the item number in the schedule. All instructions regarding the sample*

specified in the notice should be compiled with. All samples except those against accepted quotations must be removed by the Supplier on a date to be specified by the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, failing which the samples will become the property of Government and no claim, therefore will be considered. Loss of samples or damage or wear and tear or injury by testing exposure experiment etc shall be no ground for compensations in any form.

7. A sum of **(INR) Rs 500/-** must be deposited as earnest money in Bank pledged to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, and the receipt must accompany the tender form without which it will not be considered. The said amount will be regarded as forfeitable to Government, if any successful tenderer fails within the time fixed by the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, either to sign the contract on 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.

(5) Government Treasury (Challan)

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 Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, 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 in whole or in part or parts at the discretion of Director, Animal Husbandry Punjab, Sahibzada Ajit Singh 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 paras 3 to 7 read with these instructions.

Read and accepted

Signatures of the Tenderers

I/We hereby quote to supply the goods material 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 paras 3 to 7 at the rates given in the schedule below. The conditions on paras 3 to 7 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/our tender. I/We hereby agree that the above sum of security money shall be forfeited to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar,

SCHEDULE "A" OF RATES

1	2	3	4	5	6	7
Serial No.	General description of stores	I.C. Specification No.	Tender rate	Unit	Packing	Name of actual manufacturer

and country
of
manufacture.

E. & O.E.

All rate for delivery f.o.r. _____

Dated the _____ day of _____ 2014

Signature _____

Address _____

N.B.:- please do not forget to all the above columns.

SCHEDULE "B"

Conditions of Contract

This contract is to last fromto.....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 Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, without compensation to the Contractor.

Any change in the constitution of the firm shall be notified forth-with by the contractor in writing to the authority sanctioning the contract and such changes 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 items, 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 partner subsequently accepted as above shall bind all of them and will be as 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 the rates set forth in column 3 of schedule A for use in offices/institutions/departments under the Administrative control of Government of the Punjab, as may be required by the indenting officers. Mentioned in schedule C hereto annexed on behalf of the Government requisition from officers, not mentioned in schedule C hereto annexed should before compliance be sent in original to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, for instructions and the officer concerned advised accordingly. No guarantees 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 Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, 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 and approved by the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar,. The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles the decision of the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, will be final and binding on the Contractor. It will be open to*

- the DAH, Punjab, to send samples submitted by the Tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderes/contractor.*
4. *The Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, may by notice in writing call upon the Contractor to supply additional articles to serve as sample and upon such notice in writing the Contractor shall at his own cost be bound to supply samples. Such additional samples being in all respect of the same quality as the sample supplied first.*
 5. *The contractor will be responsible for damage or loss in transit and replace good 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 despatched within 14 days of the receipt of indent by the Contractor.*
 7. *Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.*
 8. *The panel of officers appointed by the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, 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 Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, 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 or be paid for 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 any test of such supplies. Government shall be under no liability whatever for rejected supplies 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 removed/ rejected goods will be at Contractor's risk and Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar may charge the Contractor rent for the space occupied by such rejected goods.*
 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 may be required to be made on the contractor's premises and shall pay all cost thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances, for making necessary test other than special test or independent test. Failing the facilities at his own premises for making these tests, the contractor shall bear the cost of carrying out tests 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 finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf from the Inspecting Officer, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, may treat the default as a breach of the agreement and proceed under clause (I) of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles of materials to such tests as he may think proper for the purpose of ascertaining whether the same or in accordance with the specifications or sealed sample mentioned in the tender and to cut on out off/or destroy a portion not exceeding 2 percent from each delivery for such purpose the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the 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 and paid for unless specially stipulated and then at contractor's expenses.*
 11. *Unless otherwise specified in a requisition bills, for the whole of the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar. The balance full amount as the case may be, 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 Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar. 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.*

12.(i) *With every dispatch of goods of material under this 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 Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the Contractor to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, as record in his office.*

(ii) *Railways Receipt will be forwarded to the consignee immediately after dispatch of stores, Should any demurrage charges be incurred owing to delay on the part of the contractor in forwarding the railway receipt the amount of such charges will be deducted from the bill.*

(iii) *The Contractor shall dispatch material 'Freight paid' in all cases where there is for destination. 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.*

(iv) *The Contractor will send to the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, Quarterly statement of the goods supplied under this arrangement in the following form :*

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

(v) *All dispatches by the rail will be made at railway risk at the expenses of the Indentor (except by firm who have quoted rates F.O.R. any place in the Punjab) unless the Indentor give instructions to dispatch at owner's risk in which case all responsibility for loss in transit will be with the Indentor.*

This is subject to the condition that the material 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 conditions of the containers. In case of any adverse remarks, the responsibility with the losses in transit will rest with the suppliers.

Subject to those conditions the contractor will not be entitled to charge or by paid for supplies broken. Lost or damaged in transit. The Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, will be the authority to determine whether or not the breakage, loss or damage was caused through the contractors negligence and the decision of the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, or some other officer/acting in his behalf shall be a final and conclusive against the contract. Such rejected supplied shall be the contractor at his own expenses.

(vi) *If during the currency of the contract the specification of article or articles to be supplied there under be changed the contractor shall continue to comply with demands 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 and in default of such agreement the contract in so far as it relates to the said article or articles under 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 compensations.*

13. *In the event of withdrawal or discontinuance of any articles 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. TO BE SUBMITTED BY EXISTING CLAUSE 14.

The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver on dispatch any consignment within the period prescribed or such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2 percent 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 bill or amount or earnest money or security deposited with the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, provided also that:-

a) *No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period either Indenting Officer or the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar.*

b) *The Indenting Officer will allow extension up to two weeks on the request of the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there were no loss to Government, but where the delay on the part of the supplier is more than two weeks the matter for extension of delivery period will be referred by the Indenting Officer to the Director, Animal Husbandry, Punjab with a certificate that there are genuine reasons for delay on the part of the supplier and that no loss will result to the Government in case extension in delivery period is allowed. The case will be decided on merit. The extension will be allowed by the Director, Animal Husbandry, Punjab on the certificate of Indenting Officer in each individual purchase case exceeding two weeks but upto eight weeks within the financial powers delegated to him for the purchase of store. In all other cases exceeding his financial powers and period of exceeding eight weeks the extension will be allowed by the Director Animal Husbandry Punjab upto 24 weeks and up to any financial limit irrespective of purchase power delegate to him, No further extension will be allowed.*

c) *On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar, , risk purchase at the cost of supplier will be made by the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar. The differences of excess cost thus incurred will be recovered from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available This procedure will be adopted after sending registered notice to the supplier to supply store within 15 days.*

15. *The contractor acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the supplier 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.*

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

17. *i)The contractor shall not :-*

a) *assign or sublet the contract without written approval of the officer sanctioning 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.*

(ii) *In the event of the Contractor failing duly and properly to fulfill 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 delaying to comply with any demand i.e. requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the Contractor of any of his partners or representatives there of with Government directing, giving promising or offering any bribes, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officer or person or persons office of employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/her creditors or attempts to do so then without prejudice to Government rights and remodels otherwise Government shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Governments stock or otherwise at the contractors risk and at the absolute discretion of the Director, Animal Husbandry Punjab, Sahibzada Ajit Singh Nagar as regards the manner place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by*

Government there under and in cases where issues in replacement are made from Government's stocks or supplies the cost and of value of such stocks supplies together with all incidental charges of 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 Government.

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

18. If any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument 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 and a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. If the price of a contracted articles is controlled by the Government, the payment will in no case be made at higher rate than the controlled rate.

In witness thereof the parties have unto set their hands on the dates 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 company)

The seal of the.....company Ltd., was affixed by virtue of the resolution of the Board No. _____ dated _____ the _____ day of _____ 2014

Seal

Signature

1. (In either case)

In the presence of

(i) Signature

Address

Description

(ii) Signature

Address

Description

Signed by.....

Date

Signature of.....

On behalf of the Governor of Punjab(India)

REGULAR FORM OF SECURITY DEPOSITS PLEDGED TO THE DIRECTOR, ANIMAL HUSBANDRY PUNJAB, SAHIBZADA AJIT SINGH NAGAR.

1. National Saving Certificates.

2. Postal Saving Bank's Pass Book.

3. State Bank's Call Deposit receipt or fixed Deposit receipt.

4. Deposits receipts mentioned in item No.3 tendered by any scheduled bank are also accepted provided that these are countersigned by the National Bank of India, whereby the State Bank of India undertakes full responsibility to this department, in case of default. The above deposit 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.

5. Government Treasury (Challan)

The contractor/seller hereby declare that the goods/stores articles sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specification and particular contained/mentioned in the clause _____ hereof and the contractor/seller hereby guarantees that the said goods/stocks/articles would continue to conform to the description and quality aforesaid for a period of _____ days/months from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles if during the aforesaid period of _____ days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the purchase in that behalf will be final and conclusive) the purchaser will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall if so call upon to do, replace the goods etc. or such portion thereof is as rejected by the purchaser such damages as may rise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise.