

Government of Jammu & Kashmir
Chairman, State Level Purchase Committee
Sheep Husbandry Department, Jammu & Kashmir, India
(Directorate of Sheep Husbandry, Kashmir)

E-PROCUREMENT NOTICE

Ref- This office letter no. 212122 Dt- 08.05.2023 & Administrative Dep't Approval no.216247 Dt- 17.05.2023.

For and on behalf of Lt. Governor of Jammu & Kashmir, Union Territory of India, Global e-Tenders in two bid system (Technical-1 and Financial bid-2) through Chairman High Level Purchase committee, Sheep Husbandry Department, J&K, Kashmir (Directorate of Sheep Husbandry Department, Kashmir) are invited for import of Dorper and Texel Sheep (Rams & Ewes).

1. The bidding documents consisting of qualifying information, eligibility, criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of contract and other details can be seen/downloaded from the e-procurement website www.jktenders.gov.in as per schedule of dates given below.

1	Date of Issue of Tender Notice	20.05.2023
2	Period of downloading of bidding documents	20.05.2023
3	Bid submission start date	22.05.2023
4	Pre-Bid Conference (online)	24.05.2023
5	Bid submission end date	16.06.2023 (2.00pm IST)
6	Date and time of opening of technical bids (online)	19.06.2023 (2.00pm IST)

2. Instructions for bidders regarding e-tendering process:-

- i. Bidders are advised to download bids submission manual from the "Downloads option as well as from Bidders Manual kit" on the website www.jktenders.gov.in to acquaint themselves with bid submission process.
- ii. To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT-2000. Bidders can get Digital Certificate from an approved vendor.
- iii. The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
- iv. Bids will be opened online as per the schedule mentioned at Para-1.
- v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.

3. The department will not be responsible for delay in online submission due to any reason.

(Note: Scan all the documents on 100dpi with Black and White option.)

Price of bidding document (non-refundable) Inclusive of all taxes	INR 2500. Payments can be made through demand Draft in favour of Accounts Officer, Sheep Husbandry Department, Kashmir, J&K, India. The hard copy should reach the Directorate of Sheep Husbandry Kashmir by last date of Technical bid submission.
Earnest Money deposit	EMD should be deposited in form of CDR/FDR in favour of Accounts Officer, Sheep Husbandry Department, Kashmir, J&K, India. EMD should be valid for one year. The hard copy should reach the Directorate of Sheep Husbandry Kashmir by last date of Technical bid submission.
Place of opening of Bids	Directorate of Sheep Husbandry Kashmir, Lalmandi Srinagar-190008
Address of Communications	Chairman High Level Purchase Committee Sheep Husbandry Department Lalmandi Srinagar J&K India-190008. E-mail- kashmirmerino.sheep@gmail.com

Sd/-
Director General
Sheep Husbandry Department
Kashmir

No:DSHK/ 23-24/218299

Date: 20.05.2023

Copy to:

Copy to the:-

1. Financial Commissioner (Addl. Chief Secretary), Agriculture Production Department, Jammu & Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Joint Director Extension Sheep Husbandry Department Kashmir for information.
4. Joint Director Extension Sheep Husbandry Department, Jammu for information.
5. Joint Director Farms Sheep Husbandry Department, Kashmir for information.
6. Joint Director Farms Sheep Husbandry Department, Jammu for information
7. All HLPC Members and Technical Support Group
8. All the DSHO's J&K for information.
9. Accounts Officer Sheep Husbandry Department, Kashmir for information.
10. Accounts Officer Sheep Husbandry Department, Jammu for information.
11. Incharge publicity, Sheep Husbandry Department Kashmir, for uploading tender on website.

12. Incharge publicity to forward the same to the Joint Director Information for giving vide publicity to the Global tender.
13. Incharge Publicity to forward it to relevant embassies in India and Indian embassies in the relevant countries.

Sd/-
Director General
Sheep Husbandry Department
Kashmir

Terms and conditions.

1. General Instructions

- 1.1 The Interested bidders may download the tender documents from the website www.jktenders.gov.in from 20.05.2023 to 16.06.2023 (12am IST)
- 1.2 Online bids in two parts i.e. technical bid (Part 1) and Financial bid (Part 2) shall be submitted on the website www.jktenders.gov.in from 22.05.2023 to 16.06.2023 (2.00pm IST)
- 1.3 Clarifications if any will be entertained from 20.05.2023 to 31.05.2023
- 1.4 The technical bids uploaded on the website will be opened on 19.06.2023 at 2.00pm in the office chamber of Chairman, High Level Purchase Committee, Sheep Husbandry Department J&K, Kashmir (Director Sheep Husbandry Department, Agriculture Complex, LalMandi Srinagar Kashmir).
- 1.5 The above schedule regarding date and time is tentatively fixed, however, the Chairman HLPC reserves the right to change the date and time of activities in case of any exigency through a notice on e-tendering portal www.jktenders.gov.in and on official website of the Directorate of Sheep Husbandry Kashmir.
- 1.6 Tenders received after due date and time shall not be accepted.
- 1.7 Disclosure of rate/discounts special offers in the technical bid may be understood as mal practice and as such the bid shall be rejected.
- 1.8 All the original documents should be produced at the time of scrutiny, if asked for by the technical evaluation committee.
- 1.9 No conditional tender will be accepted entertained.
- 1.10 The bidder has to submit a tender fee of Rs 2500/= in form of a demand draft(Hard copy) in favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir.
- 1.11 The tenders without tender fee shall be out rightly rejected.
- 1.12 No technical/financial bid shall be accepted in hard copy.

2. Bids are invited by Chairman High Level Purchase Committee on behalf of Hon'ble Lieutenant Governor. J&K India from eligible bidders for supply of the following:

Description	Number of Animals (Tentative)	Technical Specifications	Delivery Place
Dorper rams	46	As per table I	New Delhi India
Dorper ewes	140	As per table I	New Delhi India
Texel rams	143	As per table II	New Delhi India
Texel ewes	431	As per table II	New Delhi India

The purchaser reserves the right to increase or decrease the number of Sheep as per availability of funds.

3. Technical Bid:

- 3.1. Bids both Technical and financial should be submitted online only.
- 3.2. Bidder should upload the scanned copy of tender fee (Rs 2500 or an equivalent amount in USdollars) which should reach in original to Directorate of Sheep husbandry, Kashmir on or before last date of submission of bids.
- 3.3. Bidder should upload the scanned copy of Earnest Money Deposit (Rs.40,00,000/- or an equivalent in USdollars) which should reach in original to Directorate of Sheep husbandry, Kashmir on or before last date of submission of bids
- 3.4. The average annual financial Turnover of the bidder during last three financial years i.e. 2019-20,2020-21 & 2021-22 should be Rs.8 Crore / 9 lakh 77 thousand US dollars. A certificate to the effect should be given by the chartered accountant/equivalent in relevant country.

- 3.5. Signed bid form (form 1)
- 3.6. Signed bidders information (form 1.1)
- 3.7. Signed Eligibility Declaration(form 1.2)
- 3.8. Signed Principal bidder Authorisation (form 1.3)
- 3.9. Signed declaration by Agents/Associates of foreign Principals(form 1.4)
- 3.10. Bank Guarantee (Format2)
- 3.11. Contract form (section III)
- 3.12. Bidder's profile alongwith registration/proprietorship/relevant experience details
- 3.13. Export registration certificate
- 3.14. A certificate by the competent Authority, to the effect that the bidder is a registered with Sheep breeding Association of the particular country, should be uploaded in the technical bid

Scanned copy of these documents must be uploaded on jktenders.gov.in only.

4. How to fill Technical details of livestock (Live sheep) conforming to the bid

The successful bidder shall be selected on the following basis. The method of selection is detailed as under: -

4.1 Evaluation & Comparison of bids for Sheep procurement:

- 4.1.1 Bidder shall have to provide the details of 25% additional animals Texel Rams 179 (143 Rams + Additional 36) & Texel Ewes 539 (431 ewes + additional 108)**
- 4.1.2 Bidder shall have to provide the details of 25% additional animals Dorper Rams 58 (46 Rams + Additional 12) & Dorper Ewes 175 (140 ewes + additional 35)**
- 4.1.3 Evaluation will be done based on the details of about 186 Dorper and 574 Texel sheep as per the specification below (Table I and Table II) and other technical specifications.**

Table – I Breed Specifications (Technical details for Dorper Sheep)

- A) Rams should have a minimum body weight of 70 and maximum of 120 Kg.
- B) Ewes should have a minimum body weight of 70 and maximum of 90 kgs.
- C) The animals should be between 1.5 to 2.5 years of age and ewes should have lambed at least once.
- D) The animals should be genetically unrelated for three immediate generations.
- E) Animals should be born unassisted without history of dystokias.
- F) Animals should have a pedigree of twinning (High fecundity).
- G) Animals supplied should be true to the breed.
- H) Animals should be free from genetic disorders.

Table – II Breed Specifications (Technical details for Texel Sheep)

- A) Rams should have a minimum body weight of 70 and maximum of 115 Kg.
- B) Ewes should have a minimum body weight of 60 and maximum of 85 kgs.
- C) The animals should be between 1 to 2 years of age and ewes should have lambed at least once.
- D) The animals should be genetically unrelated for three immediate generations.
- E) Animals should be born unassisted without history of dystokias.
- F) Animals should have a pedigree of twinning (High fecundity).
- G) Animals supplied should be true to the breed.
- H) Animals should be free from genetic disorders.

5. Other Technical specifications:

- 5.1 The sheep offered for supply must conform to the phenotypic & other breed characteristics.
- 5.2 The animals should be healthy and free from locomotor disorders, hoof defects etc and must conform to the health protocol prescribed by the department of Animal Husbandry and dairying, Government of India.

6. **Veterinary Health Certificate:** -The identified & short-listed consignment of sheep earmarked for import into India must conform to the health protocols prescribed by the Department of Animal Husbandry Ministry of Agriculture & Farmers Welfare Government of India.

7. **Sex wise Average Technical details for all animals in tabulated form as specified above of all the animals shall be provided by the bidder for assessment.**

8. **The bidder fulfilling the above referred criteria shall qualify technically.**

9. INSTRUCTIONS TO BIDDERS (ITB)/Eligibility

- 9.1 The invitation for bids is open for all eligible bidders, preferably Australia and New Zealand. However Bids from principal bidders through their authorised representatives in India shall also be accepted. Bids of bidders quoting as authorised representative of principal bidder would also be considered to be qualified technically provided their principal bidder meets out all the criteria as laid in NIT, for which the bidder should upload legally enforceable tender specific authorisation.
- 9.2 The average annual financial Turnover of the bidder during last three financial years i.e. 2019-20 , 2020-21 & 2021-22 should be Rs.8 Crore/ 9 lakh 77 thousand US dollars. A certificate to the effect should be given by the chartered accountant/equivalent in relevant country.
- 9.3 The bidder should be registered with recognised sheep breeding association of the country. A certificate to the effect should be uploaded in the technical bid.
- 9.4 Bidders shall not be under a declaration of in-eligibility for corrupt and fraudulent practices.
- 9.5 Joint ventures and Holding companies-Credentials of the partner of joint ventures cannot be Clubbed for compliance in the NIT, each partner must comply with all the NIT criteria independently. Supporting documents submitted by the bidder must be certified/authenticated by person authorised to sign the tender on behalf of bidder.
- 9.6 All financial standing documents shall be certified by chartered accountant or equivalent in Relevant country. Indian agents of foreign bidders should furnish their PAN.
- 9.7 Livestock to be supplied under the contract shall have their origin in eligible source country only.
- 9.8 The bidder shall bear all costs associated with the preparation and submission of its bid.
- 9.9 Failure to furnish required information shall be at bidders risk and may result in rejection of his bid at the time of his evaluation.
- 9.10 Any prospective bidder requiring any clarification of the bidding document may request for clarification through e-mail on kashmirmerino.sheep@gmail.com on any working day before the deadline for submission of bid.
- 9.11 The purchaser at its discretion may extend the deadline for submission of bids.

10. EARNEST MONEY DEPOSIT.

- 10.1 Bidder shall have to submit, a EMD in the amount as mentioned below:

Brief description of item	Bid security
Import of Dorper and Texel Sheep (Rams & Ewe)	INR 400000

- 10.2 The bid security is required to protect the purchaser against the risk of bidder's conduct.
- 10.3 The bid security should be submitted in favour of Accounts Officer, Sheep Husbandry department, Kashmir in the shape of, CDR/FDR. Must be submitted in original before the last date of submission of bids, Shall be valid for a period of one year. Of unsuccessful bidders shall be released immediately, Of successful bidders, bid security will be released upon the bidder signing the contract and furnishing Performance security.

11. Award of Contract

- 11.1 The contract shall be awarded to the bidder whose bid has been determined to be substantially responsive.
- 11.2 Upon successful award of contract to the bidder, a selection team constituted by the Govt. shall visit on site and engage in selection process of the sheep as per the required technical specifications.
- 11.3 The award of contract shall be subject to the satisfactory report of the above selection team before supply of Sheep.
- 11.4 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract. Purchaser shall not be liable to pay liability to the affected Bidder or bidders.
- 11.5 The notification of award & furnishing of performance security by the bidder will construe the formation of the contract. The Purchaser will immediately discharge its bid security on submission of performance security.
- 11.6 Successful bidders shall sign the Contract (with date) on Stamp Paper or equivalent legal document in bidders country and return it to the purchaser.

12. Performance security

- 12.1 Within 15 days after the supplier's receipt for Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount as detailed below that shall be valid for one year or up to completion of performance obligation whichever is later.

Brief Description of Item	Performance Security
Import of Live Sheep (male& female) of Dorper and Texel Sheep.	5 % of Total value of Purchase.

- 12.2 The Proceeds of the performance security shall remain as a security for any loss resulting from Supplier's failure to complete its obligations under the contract.
- 12.3 The Performance security will be discharged by the Purchaser and returned to the supplier on written notice of the Supplier 30 days following the date of completion of the Supplier's performance obligations i.e. successful completion of quarantine at New Delhi and satisfactory test reports as per health protocol prescribed by department of Animal husbandry, Ministry of Agriculture & farmer welfare, GOI.
- 12.4 The Performance security shall be in denomination of INR and shall be in one of the following forms:
- FDR/CDR issued by a nationalised scheduled bank located in India pledged to Accounts Officer, Sheep Husbandry Department Jammu/ Kashmir as the case maybe.

13. Insurance

- 13.1 The Goods supplied under the contract shall be fully insured against loss or damage incidental to transportation, storage and delivery till New Delhi.
- 13.2 The insurance shall be in an amount equal to 110 percent of the CPT value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" making purchaser the beneficiary.
- 13.3 The Supplier warrants that the Goods Live Sheep (Males & Females) supplied under this Contract are free from diseases as per the prevailing Veterinary Certificate for the Import of Sheep into India.
- 13.4 The supplier shall furnish declaration regarding vaccination against all the diseases as notified by GOI/OIE for import of sheep.
- 13.5 If any animal is found positive for any disease as per OIE guidelines, the exporter will deport the animals to its country of origin in the first instance at his own cost. If deportation is not possible the animal needs to be euthanized for which the cost will be borne by the exporter.

14. Delivery

- 14.1 The terms for delivery/ import (for allocation of responsibilities) shall be governed by incoterm CPT (Carriage Paid To) as described by international chamber of commerce and as mentioned in annexure 16 of Manual for procurement of Goods.
- 14.2 The delivery schedule shall be as follows,
Delivery of all the animals shall be in one go in New Delhi within 75 days of placement of Supply order.

15. Payment

- 15.1 The method and condition of payment to be made to the supplier under this contract shall be 20% of the payment on sheep selection at farm, against which a bank guarantee of an equal amount should be submitted to the department.
- 15.2 50% payment at the time of taking custody of sheep by a team of experts of sheep husbandry department.
- 15.3 30% of payment after satisfactory completion of quarantine in India and receipt of satisfactory reports as per health protocol prescribed by department of Animal husbandry, Ministry of Agriculture & farmer welfare, GOI.
- 15.4 85% Payments shall be made through letter of Credit subject to UCP 600 and 15% through direct payment after satisfactory completion of quarantine in India and receipt of satisfactory test reports as per health protocol prescribed by department of Animal husbandry, Ministry of Agriculture & farmer welfare, GOI.
- 15.5 Document which the supplier needs to furnish while claiming payment shall be specified in the Letter of Credit and 15% final payment through direct credit which shall include as follows,
 - 15.5.1 Commercial invoice in triplicate as per the supply order duly signed and stamped by the Supplier.
 - 15.5.2 Packing list in triplicate.
 - 15.5.3 A certificate of country origin from a recognised chamber of commerce or any other designated agency by the local Govt for this purpose in original and copy.
 - 15.5.4 Certificate of pre-dispatch inspection by purchasers representative.

- 15.5.5 Full set of signed stamped airway bill, Evidencing shipment from the country to India.
- 15.5.6 Insurance policy in favour of the purchaser for 110 CPT covering all risks.
- 15.5.7 Veterinary health certificate issued by the competent Authority of Animal & Sheep Husbandry Department of the country.
- 15.5.8 Certificate from the practising veterinarian of the country that the Rams offered for supply are fit for breeding purposes.
- 15.5.9 Certificate from the practising veterinarian that livestock supplied are not related within three immediate generations. A certificate to the effect that the animals have a pedigree of twinning (high fecundity).
- 15.5.10 A certificate from the supplier that he shall be entirely responsible and pay all taxes, duties, octroi and other requirements until delivery of the livestock till New delhi.
- 15.5.11 Certificate of export of live sheep from the country to India to be signed by concerned country farm Authorities.
- 15.5.12 A certificate from the supplier that in case any animal is found positive for any disease as per OIE guidelines, the supplier will deport the animal to its country of origin in the first instance at its own cost, in case deportation is not possible, the animal shall be euthanized for which all cost shall be borne by the beneficiary (Supplier).
- 15.5.13 Selection certificate duly signed by the representative of both supplier as well as the purchaser.
- 15.5.14 A certificate of quarantine commencement and completion issued by the competent Authority of Animal and Sheep Husbandry Department of the country.
- 15.5.15 A copy of bank guarantee equal to 20% of the value of the supplies.
- 15.5.16 Certificate of clearance by the veterinary official of the department on arrival of livestock at New Delhi.
- 15.5.17 Certificate from competent Authority that animals supplied are true to the breed.

Any other relevant document apart from the above mentioned can be specified in the Letter of credit and at the time of final payment.

16. Ethics

- 16.1 Purchaser requires that Bidders/Suppliers/Contractors, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy, purchaser defines, for the purposes of this provision, the terms set forth below as follows:
 - 16.1.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
 - 16.1.2 "fraudulent practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial

non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 16.1.3 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

17. Transportation of Livestock

- 17.1 The Supplier shall provide suitable transport of the Goods as is required to prevent morbidity and mortality or deterioration during transit to their final destination as indicated in the Contract.
- 17.2 Supplier is required under the Contract to transport the Goods to Animal Quarantine and Certification Services, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture & Farmers Welfare, Government of India, Old Delhi Gurgaon Road Kapashera, New Delhi-110037.
- 17.3 The supplier will be required to dispatch livestock as per the rules in vogue keeping in view the welfare of animals. The supplier shall indicate the conduct Number, Consignment Number, country of origin, Supplier's name and other details with the consignment.

18. Financial Bid-

- 18.1 Price quoted in BOQ shall be Per animal (INR).
- 18.2 Financial Bid is to be submitted online as per Bill of Quantity (BOQ) available on www.jktenders.gov.in Bids will be opened online on the specified date & time in the presence of bidders or their authorized representatives who wish to attend.
- 18.3 The financial bids of only technically qualified bidders will be opened on the stipulated date & time.
- 18.4 The bidder shall indicate in the BOQ, the unit rate/Ram & Ewe it proposes to supply under the contract. The prices indicative in the BOQ must reflect charges for Transit Insurance in the source country and upto New Delhi, charges for Transportation/freight/loading/unloading upto New Delhi, Testing charges/sample collection examination charges at the source country, Pre dispatch quarantine charges, octroi, tax, duty, levy, any other requirement incurred, inclusively upto Newdelhi. However the rate quoted shall be exclusive of custom duty at New delhi, SWS on custom duty, GST(if applicable), Post dispatch quarantine charges at New delhi which shall be paid by the purchaser/Importer.
- 18.5 All charges outside India are to be borne by the Supplier.
- 18.6 All LC charges are to be borne by the supplier including Bank commission, GST levied on bank commission, in India as well as outside India that shall be deducted from the payments to be made to the supplier.
- 18.7 Any discrepancy fee to be paid to bank incase of documents being discrepant shall be borne by the supplier.
- 18.8 Prices shall be quoted in INR only. The rate of exchange to be used in such conversion shall be the T.T selling rate fixed by Reserve Bank of India and applicable to similar transactions on the day of opening of financial bids.
- 18.9 Exchange rate variation- The base exchange rate shall be the date of opening of the financial bid. No variation in the price on account of T.T. selling rate increase, shall be allowed, in such case base exchange rate i.e. exchange rate at the time of opening of financial bid shall only be paid. The excess amount if any paid on account of exchange rate uptrend through LC, it shall be recovered from the final payment to be made to the supplier

under the NIT. However in case of T.T. selling rate decrease price variation shall be allowed and exchange rate variation benefits shall be passed to the procuring entity.

- 18.10 In case delivery period is revised/extended on the request of the supplier ERV benefit arising out of downward trend shall be passed to the procuring entity and in case of an uptrend the same shall be deducted from the final payment to be made to the supplier. An increase in the custom duty due to exchange rate variation as a result of extension requested by the supplier shall be borne by the supplier.
- 18.11 Tax deduction at source as applicable shall be made from the payments due to the successful bidder.

19. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week & the maximum deduction is 10% of the contract price after that the contract shall be treated as cancelled.

20. Termination for Default

- 20.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier; terminate the Contract in whole or part.
- 20.2 If the supplier fails to deliver any or all of the Goods within the period (s) specified in the contract, or within any extension thereof granted by the Purchaser.
- 20.3 If the supplier fails to perform any other obligation(s) under the contract to the satisfaction of technical selection team/committee and not in conformation to the technical specifications.
- 20.4 If the supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

21. Force Majeure

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event and in such case the decision of the Arbitrator shall be final and binding on both the parties.

22. Settlement/Resolution of Disputes

- 22.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any agreement or dispute arising between them under or in connection with the contract.
- 22.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as per Laws applicable to the UT of J&K , as to the matter of dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with the Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

22.4 Arbitration proceedings shall be conducted in accordance with the Laws applicable to the UT of J&K and the seat of Arbitration shall be at Srinagar.

23. Notwithstanding any reference to arbitration herein

23.1 The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

23.2 The Purchaser shall pay the Supplier any money due to the Supplier.

24. Jurisdiction of court

All disputes are subject to jurisdiction of Hon'ble Courts of Jammu & Kashmir, India only.

25. Limitation of Liability

25.1 Except in cases of criminal negligence or will-full misconduct, and in the case of infringement

25.1.1 The Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

25.1.2 The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

26. Notices:

26.1 Any notice given by the one party to the other pursuant to this Contract shall be sent to other party in writing or by email, Fax etc. and confirmed in writing to the other Party's address.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Sd/-
Director General
Sheep Husbandry Department
Kashmir.

No:Dshk/23-24/218299

Date: 20.05.2023

Copy to:

1. Financial Commissioner (Addl. Chief Secretary), Agriculture Production Department, Jammu & Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Joint Director Extension Sheep Husbandry Department Kashmir for information.
4. Joint Director Extension Sheep Husbandry Department, Jammu for information.
5. Joint Director Farms Sheep Husbandry Department, Kashmir for information.
6. Joint Director Farms Sheep Husbandry Department, Jammu for information
7. All HLPC Members and Technical Support Group
8. All the DSHO's J&K for information.
9. Accounts Officer Sheep Husbandry Department, Kashmir for information.
10. Accounts Officer Sheep Husbandry Department, Jammu for information.
11. Incharge publicity, Sheep Husbandry Department Kashmir, for uploading tender on website.
12. Incharge publicity to forward the same to the Joint Director Information for giving vide publicity to the Global tender.
13. Incharge Publicity to forward it to relevant embassies in India and Indian embassies in the relevant countries.

Sd/-
Director General
Sheep Husbandry Department
Kashmir

Form1:Bid Form (Covering Letter)

(To be uploaded as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

To

The Chairperson

Date:

High level purchase committee

Department of Sheep Husbandry, J&K.

Ref: Your Tender Document No. TendNo./xxxx; TenderTitle:GOODS

Sir

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strikeout sentences/phrases not applicable to you)

1) Our Credentials:

(a) We are submitting this bid: -

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/commissions/gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

- as agents/associates of foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals).

(b) We..... hereby certify that We/ our Principals/
..... Are proven, established, and reputed dealers of livestock

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

3)Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

4)Prices:

We hereby offer to supply the goods/perform the Services at our lowest prices and rates mentioned in the separately uploaded BOQ. It is hereby confirmed that the prices quoted therein by us are:-

- A. based on terms of delivery and delivery schedule as in the NIT; and
- B. Cost break-up of the quoted cost, showing inter-alia costs (including taxes and Duties thereon) of all the included incidental Goods/Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- C. based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- D. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- E. The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5)Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations.

6)Bid Security.

We have submitted the Bid Security in the form of EMD (CDR/FDR) to the department.

7)Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

9) Performance Guarantee and Signing the contract

We further confirm that,if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

10) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

11) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signaturewithdate)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Form 1.1 : Bidder Information

(To be uploaded as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____ [Address and Contact Details]

Bidder's Reference No. _____

Date.....

TenderDocumentNo.TendNo./xxxx;TenderTitle:-GOODS

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading informationshallbetreatedasaviolationoftheCodeofIntegrity.SuchBidsshallbeliabletoberejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Pleasetickappropriateboxesorstrikeoutsentences/phrasesnotapplicabletoyou)

1. Bidder/ Contractor particulars:

(a) Name of the Company:.....

(b) Corporate Identity No. (CIN):

(c) Registration, if any, with The Procuring Entity:

(d) GeMSupplierID (if registered with GeM, it is mandatory at the time of placement of Contract)

(e) Place of Registration/Principal place of business.....

(f) Complete Postal Address:

(g) Pincode/ZIP code:.....

(h) Telephone nos. (with country/area codes):.....

(i) Mobile Nos.: (with country/ area codes):

(j) Contact persons/Designation:.....

(k) Email IDs:.....

Submit documents to demonstrate eligibility as per NIT- A self- certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company– Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2. Taxation Registrations:

- a. PAN number:
 - b. Type of GST **Registration** as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
 - (c) GSTIN number in Consignor and Consignee States
 - a) Contact Names, Nos. & email IDs for GST matters (Please mention primary And secondary contacts):
- We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Authorization of Person(s) signing the bid on behalf of the Bidder

- (a) Full Name: _____
- (b) Designation: _____
- (c) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4. Bidder's Authorized Representative Information

- A. Name:
- B. Address:
- C. Telephone/Mobile numbers:
- D. Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of
 [name & Address of Bidder and seal of company DA: As
 above

.....

Form 1.2 : Eligibility Declarations

(To be uploaded as part of Technical bid)

(On Company Letter-head)

(Alongwithsupportingdocuments,if any)

Tender Document No.TendNo./xxxx; TenderTitle:GOODS

Bidder'sName_____

[AddressandContactDetails]

Bidder'sReferenceNo._____Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

EligibilityDeclarations

(Please tick appropriate boxes or cross out any declarationnotapplicabletotheBidder)

We here byconfirmthatwearecomplywithallthestipulationofNIT-
Anddeclareasunderandshallprovideevidenceofourcontinuedeligibilitytothe Procuring
Entity as may be requested:

- 1) **Legal Entity of Bidder:** _____
- 2) We are/ are not a JV _____
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such official of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bona fide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
 - (i) The precise relationship, services to be rendered, mutual interests in business – generally, and/or specifically for the tender and
 - (ii) Any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/remuneration included in the price(s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- (e) **Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.**

7) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this

Tender Document.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

Form 1.3: Principal bidder Authorization

(On Company Letter Head)

(To be uploaded as part of Technical bid)

Principal bidder Name _____ [Address and Contact Details]

Reference No. _____ Date _____

The Chairperson

High level purchase committee

Department of Sheep Husbandry

J&K.

Dear Sir,

Date.....Ref.Your Tender Document No.TendNo./xxxx;Tender Title:- GOODS

1) We, -----, are proven and reputable dealers of the Tendered Goods.

We hereby authorize Messrs----- (name and address of the authorised dealer) to submit a bid, process the same further **and enter into a contract with you** against above referred Tender Process for the supply of above Goods. Their registration number with us is....., dated/since.....

2) We further confirm that no Contractor or firm or individual other than Messrs. (name and address of the above- authorised dealer) is authorized for this purpose.

3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:

(a) Name of the Company:

(b) Complete Postal Address:

(c) Pincode/ZIP code:-

(d) Telephone nos. (with country/ area codes):

(e) Fax No.: (with country/ area codes):

(f) Mobile Nos.: (with country/ area codes):

(g) Contact persons/ Designation:

(h) Email IDs:-

5) We enclose herewith, as appropriate, our ----- (Bye-Laws/Registration

Certificate/Memorandum of Association/Partnership Agreement/Power of Attorney/ Board Resolution)

Yours faithfully,

.....

[signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address of the principal bidder and seal of company]

Form 1.4: Declaration by Agents/Associates of Foreign Principals

(Required only for Agents/Associates of Foreign Principals)

(On Company Letter Head)

(Along with supporting documents, if any)

(To be uploaded as part of Technical bid)

Agent's Name _____

[Address and Contact Details]

Principal's Reference No. _____

The Chairperson,

High level purchase committee,

Sheep Husbandry Department, J&K

[Complete address of the Procuring Entity]

Dear Sir,

Date.....

Ref. Your Tender Document No. Tend No./xxxx; Tender Title: -GOODS

1) We,, are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/, Messrs. *(name and address of the principal)* to associate with them for participation in this Tender Process.

2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

3) The required details are as follows.

(a) Name of the Agent/ Associate:

(b) Documents regarding ownership pattern: as appropriate - Bye Laws/Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.

(c) Year of establishment.....

(d) Sister Concerns.....,

(e) Corporate Identity No. (CIN):

(f) Aadhar Card of Owner/ CEO/ Partner

(g) PAN number:

(h) Complete Postal Address:

(i) Pincode/ ZIP code:

(j) Telephone nos. (with country/ area codes):

(k) Mobile Nos.: (with country/ area codes):

(l) Contact persons/ Designation:

(m) Email IDs:

(n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):

(o) GSTIN number in Consignor and Consignee States

(p)Registered office from where agency/ association services would be mainly
Provided for GST Purpose:.....

(q)Contact Names, Nos. &email IDs for GST matters (Please mention primary and
Secondary contacts):.....

4)Details required regarding the foreign principal are given below.

(a)Name of the Company:.....

(b)Nationality/ Country of operation/ incorporation.....

(d) Complete Postal Address:.....

(e) Telephone nos.(with country/ area codes):.....

(f)Mobile Nos.: (with country/ area codes):

(g) Contact persons/ Designation:

(h)EmailIDs:-

5) **Our principals have authorized us to confirm that the commission/
remuneration, if any,tousunderthecontractshallbepaidinIndia,
inequivalentIndianRupees, on satisfactory completion of the Project or
supplies of Goods and Spares.**

6) We enclose herewith: as appropriate, our -----Bye-
Laws/RegistrationCertificate/MemorandumofAssociation/PartnershipAgreement/P
owerofAttorney/ Board Resolution

Yoursfaithfully,

.....

.....

[signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address and seal of Principal bidder.

Format 2: Bank Guarantee Format for 20% advance payment.

To
The
Chairperson
High level purchase committee
Sheep Husbandry department
J&K.

Whereas (name and address of the contractor)
(hereinafter called "the contractor") has undertaken, in pursuance of contract no.
date..... to supply (description of goods and Works/ Services)
(herein after called "the contract").

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein in lieu of the advance 20% payment to be made.

And whereas we have agreed to give the contractor such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the...90 days (from the date of Shipment of Livestock)

Our.....branch at..... (Name & Address of the

...

.....(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at ourbranch a written claim or demand and receive by us at ourbranch honor before Dt

.....otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

SECTION-III

CONTRACT FORM

(Proforma of Agreement to be signed in Rs. 100.00 Non judicial stamp paper or equivalent legal document in the country of the bidder between Sheep Husbandry Department and the successful bidder)

THIS AGREEMENT made the _____ day of _____ 20__ between _____ (name of Purchaser) of _____ (country of Purchaser) (hereinafter “ the purchaser”) of the one part and _____ (Name of supplier) of _____ (city and country of Supplier) (hereinafter called “ the Supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Price Schedule in form of BOQ submitted by the Bidder;
 - (b) All conditions as in the NIT;
 - (c) Technical Specifications;
 - (d) Conditions of Contract; and
 - (e) Purchaser’s Notification of Award.
3. In consideration of due payments to & made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, **the Contract Price and any Other Sum** as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed

For and on behalf of Purchaser (one part)

Supplier (other side)

In the presence of

- 1.
- 2.

- 1.
- 2.

On behalf of one part

On behalf of other part