

Veterinary Office

Dept. of A.H.&V.S., Daman

Tender No. AHVS/RFId/2019/01

Dated: 04/07/2019

**Bid Documents for
“Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle
belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman &
Diu”**

2019-2020

Milestone for tendering is as under	
Procuring of Tender documents	Upto 14/07/2019; 15.00 Hrs.
Submission of Tender	Upto 14/07/2019; 16.00 Hrs.
Pre bid Meeting (If require)	On 13/07/2019 at 11:00 at office of the Veterinary Officer, Mashal Chowk, Nani Daman
Physical Submission of EMD, Tender fee and Technical bid documents.	Upto 14/07/2019; 16.00 Hrs.
Opening of Technical Bid	On 14/07/2019; 17.00 Hrs.
Verification & evaluation of Technical Bid (EMD, Tender fee, other documents etc.)	On 17/07/2019; 16.00 Hrs.
Opening of Price Bid (If Possible)	17/07/2019 at 16:30 onwards
Price of Tender Document	` 500/-
Earnest Money Deposit	` 10,000/-
Tender Document will be available at Veterinary office, Mashal Chowk, Nani Daman, The same are required to be deposited in Tender Box at Veterinary Office, Mashal Chowk, Nani Daman, Daman.	

Veterinary Officer

**Department of Animal Husbandry & Veterinary Services,
Mashal Chawk, Daman (U.T.)**

Tender Document No.:-

CHAPTER - 1
TENDER NOTICE

Tenders with two bid system are invited for **Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman & Diu** for VETERINARY OFFICE, DEPARTMENT OF ANIMAL HUSBANDRY & VETERINARY SERVICES, DAMAN from reputed Agency, who have

QUALIFICATION/ELIGIBILITY CRITERIA

- A. Only Agency who has registered Prime Bidder / Consortium shall be either **Original Equipment Manufacturer (OEM)** or shall be **Authorized System Integrator Partner** having direct purchase and support agreement with the OEM for items/products quoted for this tender and other items mentioned in BOM.
- B. **Financial Criteria:**
- a. The Average Annual financial turnover of the bidder during the last 5 years, ending 31/03/19 at least 50 Lacs.
- C. **Certificate of P.F. Code Number**
- D. **Experience Criteria:**
- Bidder shall have experience of **atleast 5000** number of same kind of work related to the assignment in handling job by any effective method with supportive documents of any Govt., semi govt. organization, institutions or Municipal Corporation.
- The bidder shall furnish a **satisfactory performance certificate** from the past client for at least **2500 number** of same type of work with self-attested copies of purchase orders received from those clients.
- E. **EMD & Tender Fee:**
- An Earnest Money Deposit of **Rs.10,000/-** and Tender fee of **Rs. 500/-** (Non-refundable) in form of Demand Draft in favour of "**Veterinary Officer**", Veterinary Office, Daman, payable at Daman, of any Nationalized or Schedule Bank located at DAMAN shall accompany along with the qualification's documents upto **14/07/2019; 16.00 hrs** at Office of the Veterinary Officer, Veterinary Office, Mashal Chawk, Daman.
- F. **NON-BLACK LISTING BOND:**
- The bidder has to furnish the undertaking on the non-judicial stamp paper of Rs. 10/- duly Notarized regarding his firm is not black listed in anywhere in India at the time of tendering. This undertaking should be submitted during the physical submission of Qualification documents.

PRE-BID MEETING: IF Requires)

A Pre-bid meeting will be scheduled (If requires) on **14/07/2019 at 11.00 hours** in the office of the Veterinary Officer, Veterinary Office, Mashal Chawk, Daman.

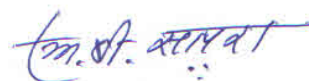
The bidder who has queries regarding the tender shall have to submit the same physically in writing or by email: ahvs-dmn-dd@nic.in before date **14/07/2019**. Queries received late will not be considered.

The Technical Bid should be submitted with all technical details, duly filled and every page should be signed and sealed and should be submitted along with the qualification documents. _

Tender will be submitted up to 16.00 hours IST on date **14/07/2019** and Technical Bid will be opened (If Possible) on Date **17/07/2019** at **16.30** Hours IST .

All necessary self attested/Original documentary evidence shall be submitted along with the tender.

Veterinary Officer, Veterinary Office, Mashal Chawk, Daman, reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.



**Veterinary Officer
Daman.**

CHAPTER - 2

E.M.D. & TENDER FEE SCHEDULE

- Earnest Money Deposit : Rs. 10,000/-
- Tender Fee : Rs. 500/-

An Earnest Money Deposit of Rs.10,000/- in words Ten thousand only and Tender fee of Rs. 500/- in words Five hundred only (Non-refundable) in form of Demand Draft in favour of "Veterinary Officer, Daman" of any Nationalized or Schedule Bank shall accompany along with the qualification's documents.

DETAILS TO BE FILLED BY BIDDER

Name of Bidder : _____

Address of Bidder : _____

Nature of Business : _____

DETAILS OF E.M.D.

Name of Bank & Branch : _____

D.D. No. & Date : _____

Amount in Rupees : _____

DETAILS OF TENDER FEE

Name of Bank & Branch : _____

D.D. No. & Date : _____

Amount in Rupees : _____

Signature and seal of Bidder

CHAPTER - 3

PRELIMINARY DEFINITIONS

1. **"Act"** means PCA Act.
2. **"Applicable Law"** means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
3. **"Bid Document"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
4. **"Contract"** shall mean the agreement to be entered into between VETERINARY OFFICE, DAMAN and the successful Bidder.
5. **"Data"** shall mean the information in relation to the VETERINARY OFFICE, DAMAN made available to the Bidder for the project.
6. **"Project"** shall mean **Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman & Diu** Area in accordance with the procedures, specifications and target set out in the Contract and Tender Document.
7. **"Project Schedule"** shall mean the schedule submitted by the Bidder together with the Statement of Work.
8. **"PROPOSAL"** shall mean Request for Tenders.
9. **"Statement of Work"** shall mean the work order issued by the CEO concern officer of the Veterinary Office, Daman, pursuant to which the Bidder shall commence the work.
10. **"Tender Document "** shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements, Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.
11. **"RFid"** Radio Frequency Identification.
12. **"CNVR"** shall mean Catch-Neuter-Vaccinate-Release.
13. **"NGO"** shall mean Non Government Organization.
14. **"AWBI"** shall mean Animal Welfare Board of India.
15. **"SOP"** shall mean "Standard Operating Procedures"

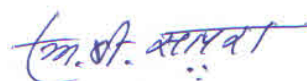
CHAPTER - 4

PRICE SCHEDULE

Bill of Material					
Sr. No.	Description	UoM	Qty	Approved Brands	Rate / Unit (₹)
1	LF RFID Hand Held Reader (demo plast & ICAR Standard Certified)	Nos.	3	Standard	`
2	RFID Microchip	Nos.	750	Standard	`
3	Desktop Computers	Nos.	1	Dell / HP / Lenovo	`
4	1 KVA UPS with back up of 30 minutes	No.	1	APC/Emersion/Rittal	`
5	5 KVA UPS with 6 hours power backup	No.	1	APC/Emersion/Rittal	`
6	Miscellaneous Charges if any like software for RFID reader	Lot	1	NA	`

NOTE ON SCHEDULE:

1. The bidder shall quote his firm and fix prices for entire project defined in more details in various sections of the tender document.
2. The rates and prices shall be submitted format only as per price schedule. Rates received in any other format will be rejected and bids will be disqualified.
3. It will be entirely at the discretion of the employer to accept or reject the bidder's proposal without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
4. The prices shall be firm for the entire period of the contract without any escalation.
5. Veterinary Office, Daman reserves the right to distribute the work among more than one agency.
6. The financial price will be evaluated as described in technical bid



**Veterinary Officer
Daman.**

Signature and seal of Bidder

CHAPTER - 5

General Terms and Conditions for Contract

Name of Work: “Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman & Diu”

1. Set out below are the terms and conditions under which Agency has agreed to carry out for Client the above mentioned assignment specified in the attached terms of reference.
2. For administrative purposes **Veterinary Officer, Veterinary Office, Daman** has been assigned to administer the assignment and to provide Agency with all relevant information needed to carry out the assignment.
3. The **Veterinary Officer, Veterinary Office, Daman** may find if necessary extend its assignment. In such case every effort will be made to give you as early as possible, notice or any changes. In the event of termination, the Agency shall be paid for the services rendered for carrying out assignment to the date of termination, and the Agency will provide the Veterinary Officer, Veterinary Office, Daman Daman with any reports or parts thereof, or any other information and documentation gathered under this agreement prior to the date of termination.
4. The Agency under take to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of assignment, and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
5. Primary/ Basic configuration will be as under for RFID:

RFID Injectable Tag kit (Injectable Tag+ Applicator Syringe+ Bar Code Sticker) for Animals.

Sr. No.	Parameter	Minimum Specifications
1	Protocol	ISO/IEC 11784/11785
2	Certification	ICAR certified (non-shared manufacturer code ensuring the non –repeatability of the numbering)
3	Transponder type	EM4305 (FDX-B Only)
4	Frequency	134.2 kHz
5	Operating mode	Passive (battery-less transponder)
6	Memory	512 bit EEPROM organized in 16 words of 32 bit. 32 bit unique identifier. 32 bit password read and write protection
7	Data Retention	Data retention of 10 years or more
8	Write endurance	Write endurance 1,000 cycles or more
9	Dimension (in mm)	2±1 x 12±1 mm bio compatible glass tube
10	IP Rating	IP68
11	Operating Temperature	-40°C to +85°C
12	Storage Temperature	-40°C to +85°C

13	Packing	Packing must be done in a pack of 100 pieces, and pack must be placed in a plastic box with PU form in such a way that tag do not move & damage during transportation, at last plastic box will be packed in a carton box. Each carton box weight must not exceed than 15 kg.
14	Applicator	Syringe need ISO certificate

6. Primary/ Basic configuration will be as under for laptop:

1	General Information	Dimensions(WxHxD)	345 x 243 x 23.3 mm
		Weight	1.76 Kg
		Colors	Black
		Operating System	Ubuntu
		Operating System Type	64-bit
2	Display Details	Display Size	14 Inches (35.56 cm)
		Display Resolution	1366 x 768 Pixels
		Display Type	LED
		Display Features	HD Anti-Glare LED Display
		Display Touchscreen	No
3	Performance	Processor	Intel Core i5-8250U (8th Gen)
		Clock-speed	1.6 Ghz
		Graphic Processor	Intel UHD 620
4	Memory	Capacity	8 GB
		RAM type	DDR4
		RAM speed	2400 Mhz
		Memory Slots	1
		Expandable Memory	16 GB
		Memory Layout	1x8 Gigabyte
5	Storage	HDD Capacity	1 TB
		HDD Speed(RPM)	5400 RPM
		HDD type	SATA
6	Battery	Battery type	Li-Ion
		Power Supply	65 W AC Adapter W
		Battery Life	6 Hrs
7	Networking	Wireless LAN	802.11 a/b/g/n/ac
		Bluetooth	Yes
		Bluetooth Version	4.1
8	Ports	USB 3.0 slots	2
		USB 2.0 slots	1
		SD Card Reader	Yes
		Headphone Jack	Yes
		Microphone Jack	Yes
9	Multimedia	Web-cam	Yes
		Video Recording	720p HD
		Secondary cam(Rear-facing)	No

		Speakers	Stereo Speakers
		Sound Technologies	Waves MaxxAudio Pro
		In-built Microphone	Yes
		Microphone Type	Dual Array Digital Microphone
10	Peripherals	Optical Drive	No
		Pointing Device	Touchpad with Multi-Touch Gestures Enabled
		Keyboard	Standard Notebook Keyboard
		Fingerprint Scanner	Yes
11	Others	Warranty	1 Year
		Lockport	Yes
		Sales Package	Laptop, Battery, AC Adapter, User Guide

7. The Bidder will not assign this contract or any portion of the contract to others without the client's prior written consent.
8. Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with Arbitration and Conciliation Act 1996.
9. The **Veterinary Officer, Veterinary Office, Daman** reserves the right to reject or terminate the contract at any time without giving any notice, and the agency will not be able to claim or produce argument for the same, or no legal matter shall be raised by the agency.
10. In case of interpretation / dispute / any argument pertaining to the terms & conditions of the contract as well as any other matter, the decision of the Veterinary Officer, Veterinary Office, Daman shall be final and abiding to agency.
11. Veterinary Officer, Veterinary Office, Daman reserves the right to change any terms & condition of contract.
12. The agency shall duly follow all prevailing government rules & regulations as applicable from time to time, including Labour Laws, P.F. Rules, ESIC, etc. & Agency has to submit attested copy P.F. code certificate, ESI certificate, Labour license etc., which ever applicable.
13. During this work, if any injury or death occurs to any person whether he is the driver or labour of agency or any person on road or casualty to property, complete responsibility of such casualty will be of agency and Veterinary Office, Daman will not be responsible for any such casualty. Even though if any person claims for any compensation for injury or death or go under any legal procedure against Veterinary Office, Daman, claimed amount will be deducted from agency's bill & will be kept as deposit. After completion of the case, claimed amount will be paid to the person from the agency's deposit, Excess amount of deposit (after paying of claimed amount to the person) will be returned to the agency.
14. Duration of Contract is for 1 years and extended up to 6 months.
15. The behavior and language of the employee of agency must be proper.
16. During this contract, if it is found that agency undergoes malpractice or irregularity or agency's activity damages the economic interest of Veterinary Office, Daman, contract

will be terminated without any prior notice. The agency will be black listed for any work of Veterinary Office, Daman.

17. Bill shall be produced by agency after end of the month.
18. As per the prevailing rules of Government, TDS and other applicable charges shall be deducted from the bill produced for payment by agency.
19. Agency has to furnish attested copy of Pan Number.
20. Prices should be written clearly in Figure and in Words proper space in "Price Schedule" of Price Bid of the Tender.
21. Quoted price should be inclusive of all work. i.e. **Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman & Diu** and inclusive of all expenses, insurance and taxes.
22. An Earnest Money Deposit and Tender fee shall accompany along with the qualification's documents. Without E.M.D. and tender fee in form of Demand Draft, e-tender will be rejected.
23. Tender shall be valid for a period of 365 days after the date of opening Tender Price Bid.
24. Tenderer should have to offer the firm prices in Tender Price Bid for the prescribed work as per given in Technical Specification. Offer for the other type of work will not be considered and tender will be rejected.
25. The successful bidder shall have to enter into an **agreement** on a non-judicial stamp paper of Rs.100/- in prescribed format of VETERINARY OFFICE, DAMAN **within 15 days of intimation**. The cost of stamp paper and adhesive stamp shall be borne by the agency.
26. In case of agency discontinues the work, security deposit/EMD shall be forfeited.
27. The Bidder has to **start work within 30 days** of work order issued.
28. Any modification or any changes in work or technical specifications done by VETERINARY OFFICE, DAMAN's official, bidder has to follow these changes without any dispute and argument. (No extra cost will be given for the modifications or changes).
29. Bidder can contact for more information and details regarding tender to the Veterinary Officer, Veterinary Office, Daman, Daman-396210.
30. **PROFESSIONAL TAX:** The bidder shall have to pay the Professional Tax as applicable as per the Law.
31. **TAXES:** Bidder has to pay taxes of all vehicles use for this work.
32. **Service Tax:** If service tax applicable, service tax shall be paid as per prevailing rate extra on the bill amount.
33. **PERMIT:** Bidder has to take permit of all vehicles use for this work.
34. **UNIT OF RATE:** The unit of rate shall be on number basis.
35. **INSPECTION OF WORK:** Inspection of work in field or Centre site shall be carried out by authorized representative of VETERINARY OFFICE, DAMAN.
36. **JURISDICTION:** In the event of any dispute or difference arising out of this Tender / contract, the jurisdiction of the Court shall be DAMAN (U.T.) only. While executing the agreement, the bidder shall be governed at all times by all laws, regulations etc., in force in U.T.

37. **DISPUTE:** In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Veterinary Officer, Veterinary Office, Daman DAMAN, will be final and binding to the parties to this contract.
38. **STATUTORY VARIATIONS:** The price of the work quoted by the Bidder will be on the basis of current criteria of work, which is Catch-Nuter-3 day post-operative care-Release. If there will be any increase / decrease in the day of post-operative care that will be applicable to both i.e. **VETERINARY OFFICE, DAMAN & BIDDER** and same will be paid/deducted by **VETERINARY OFFICE, DAMAN** on receipt of necessary documentary evidence from the Bidder/DP/UT GOVT.
39. Conditional offer will not be accepted and same will be treated as non-responsive.
40. **TENDER AGREEMENT:** The bidder shall be required to enter into an agreement for due performance of the contract. The stamp duty on all documents to be executed in connection with this contract to be entered into shall be borne by supplier. The contract agreement will have to be executed on a stamp paper of appropriate value as per value orders in force for the time being.
41. EMD of the first lowest firm/company will be forfeited if they fail to enter into agreement within prescribed time limit for entering into agreement.
42. **Extension for delay:** If the work is delayed by (1) Force Majeure, (2) Serious loss or damage by fire, (3) Strike, Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (5) Any other case, which is beyond the control of contractor/VETERINARY OFFICE, DAMAN and remains for more than 10 days, Veterinary Officer will decide period of delay extension.
43. Veterinary Officer, Veterinary Office, Daman DAMAN, reserves the right to accept or reject any or all the Tender(s) without assigning any reasons thereof.
44. Technical Bid will be opened as per milestone date as mentioned date And after evaluation of Technical Bid, Price Bid will be opened only of those Bidder who will be qualified in Technical Bid evaluation. Date of opening of Price bid will be as per milestone date as mentioned date, only of those Bidder who will be qualified in technical bid evaluation.
45. Tender fees will not be refunded under any circumstances.
46. EMD in the form specified in Technical Bid only shall be accepted.
47. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
48. Conditional tender shall not be accepted. Veterinary Officer, DAMAN reserves the right to accept or reject such tenders without assigning any reason thereof.
49. Bidders shall submit necessary registration certificate like AWO/TRUST/NGO/SOCIETY registration copy, AWBI registration copy, PF code number copy, ESI certificate copy, Labour Licence copy, if applicable & any other if required for execution of such work as per government rules along with tender document.
50. Veterinary Officer, DAMAN reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The Bidders are advised to read carefully the tender documents.
51. Each Bidder shall submit only one (1) Bid for work, in response to this tender. Any Bidder who submits more than one Bid for the work will be disqualified.

52. **At any time prior 72 hours** to the last date and time of submission of Bids VETERINARY OFFICE, DAMAN may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the tender by the issuance of Addenda. The Bidder shall not transfer the TENDER document to another interested party
53. **Earnest Money Deposit (EMD)**
- 1 Each Bid shall be accompanied by EMD as per mentioned in tender notice
 - 2 The EMD shall be in the form of a crossed demand draft in favor of The Veterinary Officer, DAMAN on any Nationalized/Schedule bank only, payable at DAMAN.
 - 3 The EMD shall be forfeited in the following cases:
 - (a) If the Bidder withdraws it's Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
 - (b) If the successful Bidder fails to provide the Security Deposit within the stipulated time or any extension thereof provided by VETERINARY OFFICE, DAMAN;
54. **Evaluation**
- As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the tender and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this tender.
55. VETERINARY OFFICE, DAMAN reserves the right to reject any Bid, if:
- (a) If the tender is incomplete; or
 - (b) At any time, a material misrepresentation is made or discovered; or
 - (c) The bidder does not respond promptly and diligently to requests for Supply information required for the evaluation of the Bid.
55. In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Tender Notice.
56. In case the Bid is found to be inadequate, VETERINARY OFFICE, DAMAN may request the bidder for modifications to the Bid submitted. As part of the evaluation of the Bid, VETERINARY OFFICE, DAMAN may also request the bidder to submit clarifications.
57. The Price Bid of only those Suppliers, who meet the Qualification Criteria, would be opened.
58. The Bidder offering the lowest quotation for the **Implementation of Unique Identification Number (UIN) with RFID Tag to Cattle belonging to Farmers/ Gausalas/ Panjarapoles/ Cattle Pound of U T of Daman & Diu** would be declared as the preferred bidder for the same. However VETERINARY OFFICE, DAMAN is not bound to accept the lowest or any tender which may receive against this tender.
59. VETERINARY OFFICE, DAMAN may either choose to accept the Price bid of the preferred bidder or invite him for negotiations.
60. In case there are two or more bidder quoting the same price, VETERINARY OFFICER, DAMAN may in such case call all such bidder for negotiations and select the preferred bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of VETERINARY OFFICER, DAMAN.

61. In the event of acceptance of the Preferred Bidder with or without negotiations, VETERINARY OFFICER, DAMAN shall declare the Preferred Bidder as the Successful Bidder. VETERINARY OFFICER, DAMAN will notify the Successful Bidder through a Letter of Award (Preliminary work order) that its Bid has been accepted.
62. Notwithstanding anything contained in this tender, VETERINARY OFFICE, DAMAN reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
63. If any dispute arises about the contract or any terms of contract, Veterinary Officer shall be the sole arbitration and his decision would be final and binding to all the parties.
64. The price escalation or variation clause will not be accepted. Bidder has to quote the total price, including of all expenses, taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. All expenses are included in the indicated price.
65. Any company /subsidiary/associate/parent or any of their having same promoter are not eligible to participate who has been blacklisted by any of Govt. Department or any ULB's (Urban Local Bodies in India). If it comes to the notice of the VETERINARY OFFICE, DAMAN authority at any point of time, during the tendering or execution stage of the work that the Bidder has been blacklisted by any Govt. organization (as mentioned above), then all the payments due to him shall be forfeited and firm will be blacklisted.
66. The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last 10 years. This should also include such cases, which are in process/progress/running. A consistent history of awards against the bidder of any partner of a joint venture may result in failure of the bid. In case the bidder has not provided such information and has come into notice of the Authority, the tender will be rejected at whatsoever stage and in such cases all the losses that will arise out of this issue will be recovered from the tenderer/contractor and he will not have any defense for the same.
67. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency without writing permission of Veterinary Officer, VETERINARY OFFICE, DAMAN.
68. The approved supplier shall be deemed to have carefully examined the total work.
69. If the Corporation does not wants to work for any time beyond, work less than the prescribed time indicated in the tender form, the Bidder should not be entitled for any compensation. The indicated period can be increase/ decrease depending upon the VETERINARY OFFICE, DAMAN requirement.
70. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Veterinary Officer, VETERINARY OFFICE, DAMAN whose decision shall be final.
71. Right to Owner to accept or Reject Tender: The right to accept the tender will rest with the VETERINARY OFFICE, DAMAN. The CEO, however, does not bind itself to accept the

lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if -

- i] The Bidder proposes any alterations in the works specified or in the time allowed for carrying out the work or target mentioned in tender or any condition or correction made in any specifications.
 - ii] Any of the page or pages of the tender is/are removed or replaced.
 - iii] All corrections, additions or pasted slips are not initialed by the Bidder.
72. **Starting of Work:** Bidder has to start work within 10 days from the date of receipt of VETERINARY OFFICE, DAMAN order. Otherwise, afterward that period shall be calculated as working period.
73. **Payment Terms:** Payment shall be made after receipt of the bill; within 30 days, if possible.
74. **Inspection:** Any representative of VETERINARY OFFICE, DAMAN deputed for inspection of work can inspect work at any time at any place and bidder has to positively give response for the same.
75. **Forfeiture of Security money:** Security amount in full or part may be forfeited in the following cases:
- a. When any terms and conditions of the contract is breached
 - b. When Bidder fails to do complete work.
- The decision of the Veterinary Officer, VETERINARY OFFICE, DAMAN in this regard shall be final
76. **Force Majeure:**
- a. Notwithstanding the provisions of tender, the Bidder shall not be liable for forfeiture of its security deposit, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - c. If a Force Majeure situation arises, the Bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the Bidder 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.

Relationship between parties: Nothing contained herein shall be construed as establishing a relation of master and servants or of agent or principal between the client and the Bidders. The Bidders,

subject to this agreement, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on their behalf hereunder.

77. Interpretations

The headings shall not limit, alter or affect the meaning of the agreement.

- a. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
- b. If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail.
- c. Any reference to day shall mean a reference to a calendar day.
- d. Extension Period of Validity/Reduce Target: In exceptional circumstances, VETERINARY OFFICE, DAMAN may solicit the Bidder's consent to an extension of the period of validity/reduce target. The request and the response thereto shall be made in writing. Extension of validity period/reduce target by the Bidder shall be unconditional. A Bidder granting the request will not be permitted to modify his bid.

78. All Annexure shall be duly filled and submitted during the physical submission.

Signature and seal of bidder



Veterinary Officer
Veterinary Office, Daman.