

# DAIRY DEPARTMENT

অসম চৰকাৰ



सत्यमेव जयते

GOVERNMENT OF ASSAM

**BODOLAND TERRITORIAL COUNCIL, KOKRAJHAR**

## BIDDING DOCUMENTS

(VOLUME-I)

**NAME OF THE WORK:-** Awareness, Training and Sensitization Programme in Dairying" for Dairy farmers and college students of BTR under SOPD for the year 2025–26.

**OFFICE OF THE COUNCIL HEAD OF THE DEPARTMENT,  
DAIRY DEVELOPMENT  
BODOLAND TERRITORIAL COUNCIL, KOKRAJHAR**

## **SECTION-I**

### **INVITATION FOR BID (IFB)**

**GOVT. OF ASSAM**  
**OFFICE OF THE COUNCIL HEAD OF THE DEPARTMENT**  
**DAIRY DEVELOPMENT, BTC, KOKRAJHAR**

**SHORT NOTICE INVITING TENDER**  
**(e-Procurement)**

**TENDER NO. DD/BTC/Training/2025-26/1183**

The CHD, Dairy Development Department, BTC, Kokrajhar, Invites bids through e-tendering process from eligible bidders for conducting Awareness, Training and Sensitization Programme in Dairying under SOPD for the year 2025-26. The Bidders must be well established, financially sound and past experience of conducting similar Programme.

Details particulars may be seen at website <http://assamtenders.gov.in> and also at the office of the undersigned during office hours.

Sl.	Work Details	Tender Amount (In Rs.)	Bid Security	Cost of Bid Documents (In Rs.)	Time of completion
1	Awareness, Training and Sensitization Programme in Dairying" for Dairy farmers and college students of BTR under SOPD for the year 2025-26.	44,50,000.00	2% for General Category & 1% reserved category	1000.00	45 days

Note:

- 1) Online mode of submission of Tender Processing Fee, Bid Security, Technical Bid and Financial Bid is mandatory. Manual submission of Financial Bid will not be accepted.
- 2) Along with the hard copy of the technical bid, the following documents must be submitted on or before **08-07-2025** up to **01.00 PM**.
- 3) Power of Attorney for signing the Bid, if any.
- 4) Scanned copies of online payment receipt of tender Processing Fee and Bid Security.
- 5) Original Copy of Bank Certificate for credit facility in the prescribe format (work specific).
- 6) In case, if any Bandh fails in any sequence will be held in next working day.

**Memo NO. DD/BTC/Training/2025-26/1183-A,**

**Dated Kokrajhar, the 23<sup>rd</sup> June/2025**

Copy to:

1. The Joint Secretary, Dairy Dev. Deptt., BTC, Kokrajhar for favour of kind information.
2. The PA to the HEM, Dairy Dev. Deptt. BTC for kind appraisal
3. The Regional officer & CHD, Information and Public Relations, BTC, Kokrajhar for favour of information & wide circulated in one issue of three (English, Assamese, Bodo) widely circulated local dailies in the state on or before **25<sup>th</sup> June/2025**
4. Notice Board.

Sd/-  
CHD.Dairy Development Deptt.  
BTC Kokrajhar

## **TENDER SCHEDULE**

**TENDER NO. DD/BTC/Training/2025-26/1183**

Sl. No	Schedule	Start Date	Start Time	End Date	End Time
01	NIT Invited	23-06-2025	-		
02	Tender Publishing	23-06-2025	01.00 PM	-	-
03	Bid submission	23-06-2025	02.30 PM	08-07-2025	01.00 PM
04	Technical Bid Opening	08-07-2025	01.30 PM		
05	Financial Bid Opening	To be notified later			

Sd/-  
CHD.Dairy Development Deptt.  
. BTC Kokrajhar

---

## SECTION – II

---

### Instructions to Bidders

1. The CHD of Dairy Development, BTC, Kokrajhar, Assam, invites bids from eligible bidders for conducting Awareness, Training and Sensitization Programme in Dairying. The bid document is available in the assam procurements portal (website <http://assamtenders.gov.in>) and the bid should be submitted online as specified in the bid documents.
2. Date of release of Invitation for Bids through e-procurement: As per IFB
3. Cost of Bidding Document: The tender cost is as per IFB
4. Availability of Bid Document and mode of submission: The bid document is available in the office of the undersigned during office hours.
5. Submission of Original Documents: The bidders are required to submit - (a) original bid document in the form of bidding document and (b) original Power of Attorney or authorization in the letter head of the organization for signing the Bid along with (c) Original copy of the technical bid to the The CHD of Dairy Development, BTC, Kokrajhar, Assam on a date as per bid schedule either by registered post or by hand, failing which the bids shall be declared non-responsive and summarily rejected.
6. Further, both Technical Bid and Price Bid should be submitted in Online.
7. Last Date/ Time for receipt of bids through e-tendering: as per IFB. Hard copy of the Technical & Financial Bids must be submitted to the **The CHD of Dairy Development**, BTC, Kokrajhar, Assam on a date as per bid schedule either by registered post or by hand.
8. The bids submitted by the bidders shall remain valid for acceptance for a period not less than ninety (90) days after the deadline date for bid submission.
9. The Price/Rate approved will remain valid for a period of one year from the date to be fixed by the Price Finalization Committee.
10. Other details can be seen in the bidding documents. **The CHD of Dairy Development**, BTC, Kokrajhar, (Assam) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

Sd/-

The CHD of Dairy Development,  
. BTC Kokrajhar

## **INSTRUCTION FOR BIDDERS**

The Tender should be submitted manually on before the schedule date and time of submission.

### **(1) Eligible Bidders:**

This invitation for Bids is Open for eligible Service Providers/firms/agencies/authorized training organizations of BTR

### **(2) Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bids, and the The CHD of Dairy Development, BTC, Kokrajhar, Assam hereinafter referred to as "Department / Authority" will in no case be responsible or liable for these costs, regardless of the conduct outcome of the bidding process.

### **(3) Language of Bid:**

The Bid prepared by the Bidder and all correspondence and documents to the exchanged by the Bidder and the Department / Authority, shall be written in English Language, provided that any printed literature furnished Bidders may be written in another language so long as compensated by an English translation of its pertinent passages in which case, for purpose of interpretation of the bid the English translation shall govern.

### **(4) Documents Comprising the Bid:**

*The Bid prepared by the Bidder shall comprise the following components:*

- 1) Bid Form*
- 2) Bid Security*
- 3) Price Schedule(BOQ) ONLINE only*
- 4) Trade Licence in BTC*
- 5) Registration Certificate under Veterinary/ Dairy Deptt. BTC.*
- 6) Proof of service office / branch office in BTR*
- 7) Income Tax Return Certificate.*
- 8) Turn over*
- 9) GST certificate.*
- 10) Similar Work done Certificates*

**(5) Bid Form:**

The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents, fill as per BOQ. Price includes GST & Training Logistics (materials, venue, refreshments, etc.).

The Bidder shall complete the Bid Form and the appropriate Schedule as per Bill of Quantity (BOQ) the unit prices of the Training Logistics it proposes to conduct under the contract.

**(6) Bid Currencies:**

Prices shall be quoted in Indian Rupees.

**(7) Terms & Conditions:**

1. Firm must be experienced in training or community outreach.
2. The Tenderer shall have to submit upto date Income Tax certificate of last 3(three) financial years.
3. Avg. annual turnover of the firm should not be less than 67% of the Tender value during last Four(4) years as per Audited Balance Sheet, i.e. 2021-22, 2022-23, 2023-24 & 2024-25.
4. The Tenderer shall have to submit completion certificate/work done certificate of Similar training/workshop in Govt. Departments / Autonomous bodies for minimum 40% of the Tender Amount for similar nature of training in any of last 4 years.
5. MSME registered firms / companies are exempted from EMD on production of valid MSME Certificate.
6. The tenderer must submit Registration Certificate from Vety./Dairy. Department, BTC, Kokrajhar.
7. Rate should be quoted as per Format in BOQ ONLINE only.
8. The rate quoted should inclusive of all taxes, transportation charges, insurance cover and other cost, etc.
9. In case of revision of statutory levies/taxes during the finalization period of the tender, the Department / Authority reserves the right to ask for reduction in the prices.
10. The authority reserves the right to cancel any tender without prior information.
11. Based on Technical evaluation, the financial bid of technically qualified tenderers will be opened.
12. No articles other than prescribed specification will be accepted.

13. The technical bid should be supported by the following document.

- a) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- b) Copy of PAN Card
- c) GST Registration Certificate.
- d) GST Returns Certificate of last 3 months
- e) Trade License in BTC.
- f) Registration Certificate from Veterinary/Dairy Deptt., BTC, Kokrajhar
- g) Copy of Similar training/workshop certificates in Govt. Departments
- h) Proof of online payment of Cost and Earnest Money
- i) Bank Solvency / Financial soundness
- j) Cast Certificate, if any
- k) MSME Certificate, if any
- l) Turnover Certificate - 4yrs
- m) Up-to date Income Tax - 3yrs
- n) Affidavit as not blacklisted
- o) Undertaking, etc.

**9) Bid Security (EMD):**

The Bidder shall furnish, a bid security (EMD) amounting to as per IFB. The bid security and processing fees are to be paid online. A proof of payment has to be uploaded as part of technical document.

Unsuccessful Bidder's bid security will be discharged/returned as per Assam Tenders process.

The successful Bidder's bid security will be discharged after 6 months, which will remain with the department, as a Performance Security for 6 months.

The successful bidder's Bid Security Amount will be forfeited if failed to execute the order within stipulated time frame.

IF ANY SERVICE PROVIDER FAILS TO DELIVER SERVICES THE ITEMS AS PER QUOTED RATES, THE BID SECURITY AMOUNT WILL BE FORFEITED.

**10. Warranty (for all items besides Consumable):**

1. Raining programme to be of high quality, structured, and relevant.
2. Modules, content, and delivery reviewed by Department.
3. CHD, Dairy Development department may seek replacement or rerun of any unsatisfactory session at no extra cost.



**(11) SUBMISSION OF BIDS:**

Bids are to be submitted on-line in two bid form comprising of a) Technical Bid and b) Financial Bid. Each of the bid documents is to be sealed as detailed in clause no 8(19). The documents to be placed under each of the sections are as follows:

- i) Technical Bid: The technical bid will comprise of the following bidding documents:
  - a. The legal status, place of registration and principle place of business of the company or firm or partnership, etc.
  - b. Details of experience and past performance of the bidder on offered and on those items of similar nature within the past 4 years and details of current contracts in hand and other commitments.
  - c. Registration Certificate from Veterinary/Dairy Deptt. , BTC, Kokrajhar
  - d. GST Certificate.
  - e. GST Returns Certificate of last 3 months
  - f. Trade License in BTC.
  - g. Copy of similar works in Govt. Departments.
  - h. Copy of PAN Card
  - i. Bank Solvency / Financial Soundness
  - j. Cast Certificate, if any
  - k. Proof of EMD & Cost of Tender
  - l. MSME Certificate, if any
  - m. Turnover Certificate - 4yrs
  - n. Up-to date Income Tax - 3yrs
  - o. Affidavit
  - p. Undertaking, etc.
- ii) Financial Bid: The financial bid shall be submitted as per BOQ online only.

**(12) Format and Signing of Bid:**

- A. The scanned copy of original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person, persons or signing the bid.
- B. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections

shall be initiated by the person or persons signing the bid.

**(13) Payment:**

1.	Advance Payment	No Advance Payment will be made.
2.	On Completion and execution of the each training programme.	100% payment after successful completion of each camp and submission of report and on submission of bills in duplicate with the Service Maintenance Book.

**(14) Requirements:**

The CHD of Dairy Development, BTC, Kokrajhar will formally order for the training camp as and when required through a formal office order. The details of items to be ordered are at Annexure-B.

- Conduct 25 training camps.
- At least 200 participants per camp.
- Include awareness on milk processing, dairy livelihood, hygiene, entrepreneurship.
- Submit camp-wise reports.

**(15) Supply / Services:**

The successful bidder shall have to conduct Programmes across BTR districts within the timeline as per order from the CHD of Dairy Development, BTC, Kokrajhar within 15 days from the issue and receipt of the order copy.

**(16) Prices:**

Prices charged by the Contractor shall remain valid for Valid for 12 months. The prices quoted should be Inclusive of all logistics, travel, resource materials, and taxes.

**SUBMISSION OF BIDS**

**(17) Sealing and marking of Bids**

- The bid both Technical and Financial Bid will have to submit online through [www.assamtenders.gov.in](http://www.assamtenders.gov.in)
- However, Bidders shall submit the Technical Bid including Tender fee and EMD in sealed envelopes, duly marking the envelopes as “Technical Bid” to the following address.

The CHD of Dairy Development,,  
Dairy Department, BTC,  
Kokrajhar -783370, Assam.

- o Bear the Project Name, the Invitation for Bids (IFB) title and number, and a statement "Do not open before (date and time as specified in Invitation for Bids)".
- o The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- o If the outer envelope is not sealed and marked as required by above, the Department / Authority will assume no responsibility for the bid's misplacement or premature opening.
- o Telex, Telegram or facsimile bids will be rejected.

**(18) Deadline for Submission of Bids:**

1. Hard Copy of Bids must be submitted to the Department at the address specified not later than  
2.00 PM on the date of submission.
2. The Department / Authority may at its discretion, extend this deadline for submission of bids.

**(19) Late Bids:**

Any Bid received by the Department / Authority after the deadline for submission of bids prescribed by the Department / Authority will be rejected.

**(20) Modifications and withdrawal of Bids:**

1. The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Department / Authority prior to the dead line prescribed for submission of Bids.
2. No bid may be modified subsequent to the deadline for submission of bids.

**(21) BID OPENING AND EVALUATION**

**Opening of Bids by the Department / Authority:**

The Department / Authority will open bids in the Presence of Bidders representatives

who chose to attend on the schedule above and in the following location:

Office of the Council Head of the Department,  
Dairy Development, BTC, Kokrajhar -  
783370, Assam.

**Clarification of Bids:**

To assist in the examination, evaluation and comparison of bids the Department / Authority may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**(22) Preliminary Examination:**

1. The Department / Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bid documents are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the correction or errors, its bid will be rejected. If there is a discrepancy between words and any figure, the amount in words will prevail.
3. The Department / Authority may waive any minor information or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

**(23) Evaluation and Comparison of Bids:**

1. The Department / Authority's evaluation of a bid will not take into account:

Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

2. The Authority 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, without thereby incurring any liability to the affected Bidder or Bidders, or any

obligation to inform the affected Bidder or Bidders of the grounds for the Department / Authority's action.

3. Technical bids will be checked for eligibility and meeting the qualifications as per clauses 8, and for meeting the technical specifications of the items bid as per details given. Only the bids of qualified bidders will be short listed for opening of price bids. There will be no marks in evaluation of bids.
4. The Financial Bids of short-listed vendors would then be opened in the presence of the short-listed bidders at a date and time to be notified later, and the bidder with the lowest price will be the L1 bidder. However, the Department / Authority may decide to split the order between one or more bidders at the lowest evaluated price and the decision of the Department / Authority will be final in all aspects.
5. This procedure is subject to change and the procedure adopted by the Director for opening the tender shall be final and binding on all the parties.

#### **(24) Performance Security:**

1. Within fifteen (15) days of the receipt of Letter of Acceptance from the Procuring Entity or before signing of the Contract, the successful Bidder, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Bank Guarantee Form as given in "**Section IX: Contract Forms**",
2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive, provided it agrees to lowest evaluated bid price i.e., L1 price.
3. The validity of the performance security shall be for a period of **28 (Forty-five) days** beyond the date of completion of all contractual obligations including warranty and maintenance obligations, if any.

---

#### **(25) General Conditions:**

##### Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Department / Authority and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) “Programme Services” means all training, materials, and support under the contract
- (d) Must meet national training standards.
- (e) No disclosure or unauthorized use of contract documents.

## **Application**

- 2.1 The General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **25.3 Country of Origin.**

All services to be delivered under this Contract shall be provided by entities operating in member countries and territories eligible under the applicable rules of the funding authority.

For the purpose of this clause, “origin” means the place where the Service Provider is legally registered or where the training services are principally carried out. The origin of the services is distinct from the nationality of the personnel engaged for delivering the training.

### **25.4 Standards**

- 4.1 The training and sensitization services provided under this Contract shall conform to the standards and quality benchmarks specified in the Terms of Reference (ToR) or Training Module. In the absence of any specific standard mentioned therein, the services shall comply with generally accepted best practices in training and capacity-building within the domain of dairy development and rural livelihoods.

### **25.5 Use of Contract Documents and Information.**

The Service Provider shall not, without the Department / Authority’s prior written consent, disclose the Contract, or and provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Department / Authority in connection therewith, to any person other than a

person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Service Provider shall not, without the Department / Authority's prior written consent, make use of any document or information enumerated in GC Clause 5.1 except for purposes of performing the contract.

Any documents, other than the Contract itself, enumerated in GC Clause, 5.1 shall remain the property of the Department / Authority and shall be returned (in all copies) to the Department / Authority on completion of the Service Provider's performance under the Contract if so required by the Department / Authority.

The Service Provider shall permit the Bank to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Bank, if so required by the Bank.

### **Patent Rights**

6.1 The Service Provider shall indemnify the Department / Authority against all third-party claims of infringement of patent, trademark, copyright, or industrial design rights arising from the use of any materials, tools, methodologies, presentations, software, or any other content provided or used by the Service Provider during the conduct of the sensitization/training programmes or any part thereof in India.

### **Performance Security**

Within 15 days of receipt of the notification of contract award, the Service Provider shall furnish performance security in the amount specified Section 24.

The proceeds of the performance security shall be payable to the Department / Authority as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract for the three years period.

The performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) The successful bidder (s) has to submit performance security of amount as per Section 24.

- (b) A Demand draft/ bankers' Cheque/ Fixed Deposit issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Department / Authority, in the form provided in the bidding documents or another form acceptable to the Department / Authority;' or

The performance security will be discharged by the Department / Authority and returned to the Service Provider not later than 90 days following the date of completion of the Service Provider's performance obligations, including any warranty obligations, under the contract and upon the Service Provider submitting request three months prior to the expiry of the validity period of the performance guarantee.

Failure to commence or complete the training and sensitization programme within the stipulated period specified in the work order or contract agreement shall constitute sufficient grounds for forfeiture of the Performance Security and may result in blacklisting of the Service Provider from future assignments.

The Department / Authority or its representative shall have the right to monitor, verify, and evaluate the quality and delivery of the training and sensitization programmes to ensure conformity with the contract specifications – at no extra cost to the Department / Authority

The Technical Specifications or Terms of Reference (ToR) shall define the exact nature of assessments or verifications, including their location, mode (physical or virtual), and expected deliverables. The Department / Authority shall notify the Service Provider in writing of any representatives assigned for these purposes.

At the training venues during or after delivery,

At the premises of the Service Provider or its subcontractor(s),

Through review of training reports, feedback forms, photographs, and documentation.

If conducted at the Service Provider's premises, all reasonable access and cooperation shall be extended to the Department's authorized representatives.

Should any session or part of the programme be found to be non-compliant with the agreed training modules or specifications, the Department / Authority reserves the right to:



Reject the unsatisfactory session(s),

Request a repeat session or improvement at no additional cost,

Withhold payment until the issue is rectified to the satisfaction of the Department.

The Department / Authority's right to monitor, review, and reject substandard work shall not be limited by prior acceptance of interim reports or deliverables.

The Service Provider shall also indemnify the Department / Authority against any liabilities, penalties, or legal disputes arising from the use of copyrighted or unlicensed materials, including third-party content or software used in the training programme.

Nothing in this clause shall release the Service Provider from warranty, performance, or other obligations under this contract.

### **Materials and Training Collateral Handling**

The Service Provider shall be responsible for the safe handling, transport, and distribution of all training materials and equipment required for programme delivery (e.g., handouts, banners, training kits, digital tools).

The materials must be packaged or prepared in a way that prevents damage, loss, or degradation during transit or storage, particularly in rural or weather-sensitive areas.

If any material or equipment is damaged in transit or during setup due to inadequate protection, the Service Provider shall replace or rectify the same at no additional cost to the Department / Authority.

### **Delivery and Documents**

The Service Provider shall commence and complete the delivery of training and sensitization services in accordance with the schedule and terms specified in the Work Order or Letter of Award issued by the Department / Authority.

the Service Provider shall submit all necessary documentation including:

- Attendance records of participants
- Training materials distributed

- Photographs of sessions
- Feedback and evaluation reports
- Completion certificates (if applicable)
- Final report for each batch/programme
- The exact format and deadline for submission of these documents shall be as specified by the CHD, Dairy Development, BTC, Kokrajhar.

### **Insurance**

The Service Provider shall be responsible for insuring any materials, equipment, or personnel used for delivering the training programme against any loss or damage during transportation, handling, or storage, at no additional cost to the Department / Authority. All liabilities during travel, transit, and implementation shall rest solely with the Service Provider.

### **Transportation.**

The Service Provider shall bear the entire cost of transporting all materials, training kits, staff, and equipment to and from the training locations. These transportation costs are to be factored into the quoted financial offer.

The Department / Authority shall not bear any transportation, logistics, or incidental expenses under any circumstances

### **Incidental Services**

The Service Provider may be required to provide the following incidental services, if specified by the Department / Authority:

- a) Setup and preparation of training venues, including necessary equipment and seating arrangements.
- b) Supply and distribution of printed training materials, certificates, banners, kits, or related resources.
- c) Deployment of qualified trainers and facilitators as per agreed schedule and curriculum.
- d) Facilitation of travel and hospitality arrangements (if applicable) for trainers and participants.
- e) Post-training handholding support or follow-up sessions, if included in the scope.

These services shall be deemed included in the overall contract price unless stated otherwise.

Deleted

Deleted

### **Warranty Services :**

The Service Provider warrants that the training and sensitization services shall be delivered professionally, timely, and in full compliance with the approved curriculum, schedule, and quality parameters outlined in the contract.

This includes:

- Deployment of qualified trainers
- Use of relevant and updated training content
- Conduct of sessions in accordance with agreed methodology
- Submission of complete reports and documentation
- If any part of the training is found to be substandard, incomplete, or not in line with the contract terms, the Department / Authority may:
  - Reject the affected sessions,
  - Withhold corresponding payments,
  - Require the Service Provider to re-conduct the session at their own cost.
- Failure to take corrective measures in a reasonable time frame shall be considered a breach of contract, allowing the Department / Authority to take further remedial action including deduction, cancellation, or blacklisting.

### **Payment**

The method and conditions of payment to be made to the Service Provider under the Contract shall be specified.

The Service Provider's request(s) for payment shall be made to the Department / Authority in writing, accompanied by an invoice along with duly signed Challans by appropriate authority.

Payments shall be made promptly by the Department / Authority only on the receipt of fund from BTC after submission of the invoice or claim by the Service Provider.

Payment shall be made in Indian Rupees.

## **25. 17.Prices**

The price payable to the Service Provider, as stated in the Contract, shall remain

fixed and firm for the entire duration of the Contract and during the execution of the training programme.

The price quoted by the Service Provider for the training services, as submitted in the Financial Bid (BOQ), shall be binding and shall not be subject to any variation on any account during the contract period.

No additional payment shall be made on account of escalation, inflation, changes in tax structure, or any other unforeseen circumstances, except where explicitly authorized under:

Any official price adjustment clause included in the contract, or

Any written approval by the Department / Authority due to extension of bid validity or unforeseen changes in scope (if applicable).

## **25.18. Change Orders**

The Department / Authority may, at any time, by written order given to the Service Provider pursuant to the General Conditions of Contract (GCC), make changes within the general scope of the Contract in one or more of the following:

- a) Structure, content, or format of the training modules or materials to be used in the sensitization programme;
- b) Method of delivery or mode of training (e.g., classroom, online, hybrid);
- c) Location of the training venues or date/schedule of sessions, as per the formal Office Work Order or Supply Order issued;
- d) Additional support services or post-training assistance to be provided by the Service Provider during the contract period.

If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within fifteen (15) days from the date of the Service Provider's receipt of the Department / Authority's change order.

## **25. 19.Contract Amendments**

Subject to GC Clause, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## Assignment

20.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Department / Authority's prior written consent.

## Sub-Contracts

21.1 The Service Provider shall not engage any sub-contractor or assign the work or any portion of the training and sensitization programme to any third party without the prior written consent of the Department / Authority.

All obligations under the contract must be executed directly by the Service Provider using its own resources, staff, and infrastructure unless otherwise approved in writing by the Department / Authority.

### Delays in the Service Provider's Performance

The delivery of training and sensitization services shall be carried out strictly as per the time schedule specified in the Schedule of Requirements or in the Work Order issued by the Department / Authority.

If, at any point during the execution of the contract, the Service Provider foresees any delay in the timely commencement or completion of the services, it shall promptly notify the Department / Authority in writing, stating:

The reason(s) for the delay,

The estimated duration of the delay, and

The proposed corrective actions, if any.

Upon receipt of such notification, the Department / Authority will assess the situation and may, at its discretion:

Grant an extension of time for performance with or without imposition of liquidated damages, or

Require amendment of the contract to reflect the revised schedule.

Except as provided under GCC Clause 25 (Force Majeure or other exceptions), any delay not mutually agreed upon shall render the Service Provider liable for liquidated damages as defined in the General Conditions of Contract.

## Liquidated Damages

23.1 Subject to the General Conditions, if the Service Provider fails to perform any or all of the services within the period(s) specified in the Contract, the Department / Authority shall, without prejudice to other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract (SCC), for each week or part thereof of delay, until actual completion of the services, up to a maximum limit also specified in the SCC.

Once the maximum is reached, the Department / Authority may terminate the Contract pursuant to the General Conditions.

### Termination for Default :

The Department / Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if:

- a) The Service Provider fails to perform the training or related services within the period(s) specified in the contract, or within any extension thereof granted by the Department / Authority;
- b) The Service Provider fails to perform any other obligation(s) under the contract;
- c) The Service Provider has, in the judgment of the Department / Authority, engaged in corrupt or fraudulent practices in competing for or executing the contract.

### For purpose of the Clause:

“Corrupt practice” means offering, giving, receiving or soliciting anything of value to influence the action of a public official during the procurement or contract execution process.

“Fraudulent practice” means a misrepresentation of facts to influence the procurement or execution process to the detriment of the Department / Authority, including collusive practices to deprive it of the benefits of free and open competition.

In such cases, the Department / Authority may procure services similar to those undelivered and the Service Provider shall be liable for any excess cost incurred.

## **25.25 Force Majeure**

The Service Provider shall not be liable for liquidated damages, performance security forfeiture, or contract termination, if the failure to perform arises from an event of Force Majeure.

For purpose of this Clause, Force Majeure refers to unforeseeable events beyond the control of the Service Provider such as natural disasters, wars, pandemics, strikes, or acts of government.

If such a situation arises, the Service Provider must notify the Department / Authority in writing without delay, and both parties shall attempt to perform the contract to the extent possible.

## **25.26. Termination for Insolvency**

26.1 The Department / Authority may terminate the contract with immediate effect by written notice if the Service Provider becomes bankrupt or insolvent. No compensation shall be payable in such cases, though accrued rights shall remain intact.

## **25. 27.Termination for Convenience**

The Department / Authority may terminate the contract at any time, in whole or in part, for its own convenience, by issuing a written notice specifying:

- The extent of termination.
- The date on which the termination becomes effective.
- In such a case, the Department / Authority may:
- Pay for completed deliverables at agreed contract terms.
- Cancel the remaining services and compensate fairly for partially completed work.

## **Resolution of Disputes**

The Department / Authority and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or disputes arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiation, the Department / Authority and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the general Conditions. These

mechanisms may include, but are not limited to conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

**Governing Language :**

29.1 The contract shall be written in English language, subject to General Conditions. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**Applicable Law :**

90.1 The Contract shall be interpreted in accordance with the laws of the Union of India. All legal matter shall be Kokrajhar Jurisdictions

**Notices**

Any notices given by one part to the other pursuant to this Contract shall be sent to other party in writing or letter, Fax or facsimile and confirmed in writing to the other Party's address specified in General Conditions.

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

**Taxes and Duties**

The bidder shall specify applicable taxes and duties in the price schedule.

The Service Provider shall bear responsibility for all applicable taxes, fees, licenses, road permits, etc., up to the delivery and execution of training.

GST, if applicable between the Department / Authority and the Service Provider, shall be paid extra as per terms in the Notification of Award.

Sd/-  
The CHD of Dairy Development,  
BTC Kokrajhar



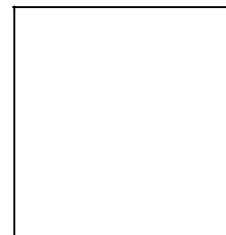
**DECLARATION BY THE BIDDER**

1. My/our firm\_\_\_\_\_has submitted the bid/tender for the items given in this tender.
2. I have read the tender documents and understood the terms and condition of the bid No \_\_\_\_\_and I have submitted the bid in accordance with the terms and conditions of the tender documents.
3. My/our firm is not blacklisted and have no cases specifically registered against the firm related to supply and services in any departments of Bodoland Territorial Council. Our firm is not under investigation by Police/ CID for cases registered specifically against the firm. In our firm, we have no individual who is from blacklisted/ investigated firm as a member of the Board of Directors or as a partner or in any other form.
4. I/We have agreed to the validity period of the bid as specified in the bid document.
5. The information furnished in the bid are true and factual and I/we clearly understand that my/our tender is liable for rejection, if any information furnished is found not to be true and not factual at any point of time and the Department / Authority will have right to initiated action deemed fit against our firm.

Place:

Date:

Seal and Signature of the bidder



Affix a passport size photograph of the bidder

**BID FORM**

To  
The CHD of Dairy Development,  
BTC, Kokrajhar – 783370, Assam.

Subject: Submission of Bid for Conducting Sensitization/Training Programme

Sir,

Having examined the Bidding Document for conduct of sensitization/training programmes (Tender No. \_\_\_\_), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as per the scope mentioned in the Schedule of Requirements and our quoted bid, in conformity with the said Bidding Documents.

We hereby submit our Financial Bid in the prescribed BOQ format and agree to abide by this bid for a period of one (1) year from the date fixed for bid opening.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

We hereby certify that all the information and documents provided in the bid are true and correct to the best of our knowledge and belief.

Dated this ..... day of ....., 2025.

Signature .....

(In the Capacity of) .....

Duly Authorized to sign Bid for and on behalf of

[Name of Firm/ Agency]

Full Address: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

Seal: \_\_\_\_\_

## AFFIDAVIT

I/we\_\_\_\_\_do hereby solemnly affirm and declare as follows:

The undersigned hereby certify that all the statements / information furnished in the bid document for the work\_\_\_\_\_ are true and correct to the best of my knowledge.

1. The undersigned also certify neither I have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years prior to the date of this bid.
2. The undersigned hereby authorize and requests any Bank, person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/ information or regarding my (our) competence and general reputation.
3. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the department / Project implementing Agency.
4. That my firm or myself is not under any litigation or arbitration till date
5. That I have no relation to any department officer and no any departmental officer under my employment.
6. That my firm have not employed / engaged any retired of Gazetted Officer.

Dated this\_\_\_\_\_day of\_\_\_\_\_ 2025.

Signature .....

**ANNEXURE -A (PRICE SCHEDULE) - BOQ - ONLINE ONLY**

Sl No	Particulars	Quantity
1	Sensitization/Training Programme	Conduct 25 training camps.  At least 200 participants per camp.