

**OFFICE OF THE DISTRICT DEPUTY COMMISSIONER,  
ANIMAL HUSBANDRY, Dist-AKOLA**

**TENDER FORM  
FOR  
EXPRESSION OF INTEREST**

**From  
Contract Broiler Farming Companies, Commercial Poultry  
Farming Companies.**

Submitted by: -----  
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**Deputy Commissioner of Animal Husbandry, Dist.AKOLA**  
**TERMS & CONDITIONS**  
**FOR**  
**EXPRESSION OF INTEREST**

**1. Scope of Work and Work Mandate**

Department of Animal Husbandry, Government of Maharashtra intends to implement contract broiler farming in the state of Maharashtra, especially in under developed, naxalite affected, tribal and rural areas to promote employment opportunity to needy beneficiary farmers. The scheme of contract broiler farming would be implemented in the state from year 2011-12 by integration with farmer beneficiary in coordination with the commercial poultry farming company/ contract broiler farming company. The contract broiler companies/commercial poultry farming companies must have minimum 3 years experience of contract broiler farming. The District Deputy Commissioner of Animal Husbandry Dist.AKOLA invites expression of interest from various such contract broiler companies/ commercial poultry farming companies, fulfilling stipulated terms and conditions.

**2. Area of Operation**

It is proposed to establish approximately 15 to 20 broiler contract farm units throughout the District during the year. i.e. 2011-12. The capacity of each such broilers farm unit would be 4000 broilers birds. The number of contract broiler farm units to be set up in a particular district/area may vary as per the discretion of the Commissioner of Animal Husbandry.

**3. The Object of the scheme**

In order to enhance growth rate in broiler poultry sector by uplifting the small and marginal beneficiary farmers from the schedule caste, schedule tribe and general category, broiler units of 4000 birds each are to be established by providing 50% to 75% subsidy. The scheme aims at creating employment opportunity in the rural, naxalite, tribal areas of the state by contract broiler farming.

The scheme would be implemented in such underdeveloped areas of the state by providing an amount of Rs. 1.00 lakh (Rupees One Lac only) per unit of 4000 broiler birds to the contracting company, for creating and establishing basic infrastructure facilities for this purpose over a period of 3 years.

Expression of Interest by two bid tender process is invited from registered contract broiler farming companies/ commercial poultry farming companies by offering **growing charges** to be given to the beneficiary farmer per kilogram of broiler live weight. The company offering highest growing charges will be selected.

**4. ELIGIBILITY FOR PARTICIPATION**

- 1 The contract broiler farming companies or commercial poultry farming companies registered at least 3 years before and having minimum 3 years experience in the Contract Broiler Farming activity, *is eligible to submit the Expression of Interest.*
- 2 It must be noted that the registered contract broiler farming companies/ commercial poultry farming companies should not have been black-listed by any government, local self government, public sector undertakings in India under any contractual relation with them or pending legal/penal action for complaints of

- quality. The undersigned reserves the right for insisting upon submission of Good Performance Certificate issued by any such agency.
- 3 The company should have sufficient manpower, material, infrastructure and the technical know-how to undertake such work. The Contracting Company is required to prepare plan details of poultry shed construction, equipments and necessary infrastructure for rearing 4000 broiler birds unit, in consultation with the District Deputy Commissioner AH, dist.AKOLA within the cost limit specified in Government Resolution of the scheme. However the necessary equipments, brooders, litter, electricity, water, man power and shed as planned by the Contracting Company and the A.H. Department, will actually be provided by the Beneficiary Farmer. The electricity charges, water charges and property tax, if any will be borne by the beneficiary farmer.
  - 4 The Company should provide day old chicks, feed, feed supplements, medicines, vaccines and skilled supervision for better farm management. The contracting company must have sufficient potential and experience in contract broiler farming activity. It is mandatory for the Contracting Company to provide all necessary inputs and marketing facilities for a minimum period of 3 to 5 years or till the full repayment of beneficiary's loan.
  - 5 The Company will prepare a bankable proposal of selected beneficiaries and help them to avail the bank loan.
  - 6 The Company will supervise and guide the beneficiary for construction and erection of the required infrastructure of the broiler unit.
  - 7 The Company and District Deputy Commissioner of Animal Husbandry should Jointly provide training of 42 days and class room training of 8 days to the beneficiaries for better management practices. Syllabus of the training should be jointly framed by Company and District Deputy Commissioner of Animal Husbandry . The Company should provide training to the beneficiaries at its own cost.
  - 8 The Company should lift the birds for marketing approximately at 1.5 Kg. to 2.00 kg live weight or weight more beneficial to the farmer.
  - 9 The standard mortality rate of 5% is considered in implementation of the scheme.
  - 10 The Company must ensure a net profit of Rs. 6,000/- per month to the farmer, after deduction of the principle and interest component of his bank loan. However as per beneficiaries management and local conditions it may change.
  - 11 The contract broiler companies/commercial poultry farming companies should submit the proposal by clearly mentioning the growing charges offered to the beneficiaries per kg live weight of broilers. The company quoting higher growing charge will be selected.
  - 12 The rate offered for growing charges will be considered as Base Rate and it will be valid for first two years. This Base Rate payable to the farmer will be increased by 10% every two years, considering probable rise in the market rate.
  - 13 The Company should ensure timely payment of the growing charges, due to the beneficiary. From the payment due to the farmer, the contracting company has to deposit the beneficiary's loan installment (principle and interest component) directly to his bank loan account. The remaining component of the payable growing charges must be deposited directly in the beneficiary's bank account regularly in time.
  - 14 The Company should have sufficient resources for supply of day old chicks, feed, feed supplements, medicines, vaccines and skilled supervision etc.
  - 15 There will be a Tri-Partite agreement between the Beneficiary Farmer, Financing Bank and the Contracting Company for timely and complete recovery of the loan amount. The period of agreement will last for 3-5 years or until the beneficiary's loan is fully repaid, whichever is earlier.

In case of disputes between contracting company and beneficiaries about contract condition the District committees decision will be final and will be binding on both contracting company and beneficiaries.

- 16 The District Deputy Commissioner of Animal Husbandry will be the Consenting party for this agreement.
- 17 The Contracting Company will also have to sign an Agreement for proper implementation of the scheme, with the District Deputy Commissioner of Animal Husbandry. The terms and conditions of this agreement and the tri-partite agreement will be approved by the Department of Law and Judiciary and will be binding on party.
- 18 The number of contract broiler farm units to be established may vary as per government policy. It is aimed at setting up the broiler farm units in cluster. The exact locations of contract broiler farm units to be established, will be finalised by the Commissioner of Animal Husbandry, Maharashtra State, Pune in consultation with the district officers of department.
- 19 The Contracting Company and the beneficiary farmer must jointly ensure that the broiler unit starts functioning within 90 days from the sanction of bank loan and release of farmer's subsidy and the signing of agreement or the period finalized by the District Deputy Commissioner of Animal Husbandry. The District Deputy Commissioner of Animal Husbandry will be at liberty to cancel the Contracting Company's approval in failure to do so.
- 20 The Contracting Company should keep detailed record of all the activities performed. This documentation should clearly reflect the achievements against the set targets.
- 21 The successful bidder/selected contract broiler farming company will be granted an aid to the extent of Rs 1.00 Lac (Rupees One Lac only) per unit of 4000 broiler birds, for establishment/up-gradation of required infrastructure. This amount will be released in parts as 50 % in the first year, 25 % in the second year and remaining 25 % in the third year.
- 22 The Contracting Company must provide all necessary inputs to the farmer, to enable him to rear 5 to 7 batches in a year.
- 23 The Contracting Company should give a performance bank guarantee for five years.
- 24 The EMD will be forfeited, in case the rates quoted by the bidder are approved but the company refuses to enter into the agreement.
- 25 Reduction in quoted rate on any account, such as increase in input cost etc will not be admissible.
- 26 The Contracting Company should convince/motivate the beneficiary farmer for any available insurance facility of the broiler birds/farm unit, at the cost of beneficiary.
- 27 The right to relax any of above requirements is reserved.

## **5. HOW TO GET THE EOI FORM**

The tender form for Expression of Interest along with terms & conditions can be obtained from office of the District Deputy Commissioner of Animal Husbandry -- AKOLA of the Dept. of Animal Husbandry w.e.f. 25 / 08/2011 at 11.00 hrs to 08/09 /2011 at 17.00 hrs by payment of Rs. 2,000/- (Rs. Two Thousand only) as the cost of tender form in the form of Demand Draft drawn on any Nationalised Bank. The demand draft shall be drawn in favour of " District Deputy Commissioner of Animal Husbandry,AKOLADistrict –AKOLA and shall be payable at -AKOLA.

**6. EARNEST MONEY DEPOSIT (EMD)**

1. An Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) should be paid in the form of demand draft drawn on any nationalized bank. Cheque or cash will not be accepted.
2. In case of claim for exemption, the bidder must submit necessary documents / exemption certificate from appropriate authorities.
3. The EMD is liable to be forfeited, in case the rates quoted by the company are approved but the party refuses to enter into the agreement for contract.

**7. SECURITY DEPOSIT**

- a. Security deposit Rs. 50,000/- (Rs. Fifty Thousand only) or 3 % of the total subsidy value payable to the contracting company whichever is more will have to be deposited in the form of TDR or bank guarantee of nationalized bank. The security deposit will be for the entire contract period.
- b. The security deposit will be returned after contract period is over.
- c. Security Deposit will stand forfeited, in case of any breach of terms and / or conditions of the tender/EOI/contract.

**8. MANNER OF SUBMISSION OF EOI FORMS**

The company should prepare & submit the tender form in two bid system. The bidder should quote the rate for the contract broiler farm unit, in terms of growing charges payable to the beneficiary farmers in Rupees per Kilogram of the broiler live weight. The bid should be prepared & submitted in prescribed form in Technical envelope A and commercial envelope B, duly encrypted with company authority's signature. All other required documents as mentioned below need to be enclosed in technical envelope A.

It may be noted the Technical Envelope A will be opened in the first stage. The Commercial Envelopes B of only such companies will be opened, who fulfill all requisites terms and conditions of EOI.

**9. Technical Envelope A (Technical Bid):- The technical information in the form of following documents is mandatory.**

- a. Valid registration certificate of the company, issued by the competent authority.
- b. Sales Tax Registration Certificate of the registered contract broiler farming company/commercial poultry farming company with registration number/TIN, valid on the date of filing the EOI. In case the application for allotment of registration/TIN is being pending with the concerned department, the attested Xerox copy of the application accepted by the department has to be attached. A valid certificate for exemption of Sales Tax must be enclosed wherever applicable.
- c. Last year's audited financial statements of the bidding firm.
- d. Certificate of experience in years in contract broiler farming.
- e. Information brochure of the contract broiler company/commercial poultry farming company regarding potential for supply of day old chicks, feed, feed supplements, medicines, vaccines along with details of skilled manpower, infrastructure, management, consultancy, marketing network, technical and training facilities.
- f. Demand Draft for Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) drawn on any Nationalized Bank in the name of "District Deputy Commissioner Animal Husbandry,-AKOLA(Maharashtra State)

or

Certificate of exemption for Earnest Money Deposit from the concerned authorities.

- g. Declaration duly signed by the company (Annexure-B).
- h. Check list duly signed (Annexure-A).

All the above documents should be enclosed in Technical Envelope A. These documents must be duly attested by a gazetted officer or a notary and the originals should be kept ready for submission on demand. Failure to enclose the attested copies will make the tender form liable for rejection.

**10. COMMERCIAL ENVELOPE B (COMMERCIAL BID)**

- a) The rates should be quoted only in the price bid B. The rates not quoted in prescribed commercial bid or those quoted on separate paper, will not be considered and such EOI will be rejected. The rates should be quoted as described in the EOI document. The District Deputy Commissioner Animal Husbandry, Dist. AKOLA, reserves the right to call for break up of rates quoted, if necessary.
- b) The Commercial Envelope B and Technical Envelope A should be submitted as per the stipulated procedure. No EOI will be accepted after stipulated date & time. Also no request for extension of time will be entertained.
- c) The offer for EOI sent by registered post, speed post or courier will not be accepted.
- d) The company making any undue effort to bring pressure from outside/departmental authority will be liable for outright rejection.

**11. CHECK LIST**

The documents in the check list must compulsorily enclosed with EOI form. Any omission in this regard, will make the EOI liable for its rejection. Before preparation of the EOI, the company is advised to check each item and score at the appropriate place as Yes or No in the checklist and mention the page number accordingly.

**12. HOW TO QUOTE RATES**

- a. The contract broiler companies / commercial poultry farming companies should submit the Broiler growing charges offered to the beneficiaries per kg live weight of the bird. The companies quoting higher growing charges will be selected. for this purpose Performa of Annexure B should be field in.
- b. The rates should be quoted inclusive of all Taxes applicable.
- c. Rates should be written in clear and readable writing. Any correction should be duly countersigned.
- d. Rates must be submitted only in prescribed EOI commercial bid form.
- e. Validity of Rates – The rates quoted would be valid for the period of contract from date of signing the agreement. The rate offered for growing charges will be considered as Base Rate and it will be valid for first two years. This Base Rate payable to the farmer will be increased by 10% every two years, considering probable rise in the market rate.
- f. In case the decision of acceptance of rates remains pending beyond the 'period of validity of rates' and the company proposes the change in the rates quoted subsequently, the case will be inspected on merit.

**13. Submission of proposals**

The Project proposal must be submitted in two bid system only by tendering procedure (technical envelop A and commercial envelop B separately). The rates quoted should be for growing charges in rupees per kilogram live weight basis in commercial envelop B. All other required documents as detailed in the EOI, should be put in technical envelope A. The tender documents containing technical envelop 'A' and commercial envelop 'B' should be sealed separately and put in a big envelope super scribed as "Expression of interest for Contract Broiler Farming in district. AKOLA".

**14. Time Schedule (Key dates)**

Opening of tender for expression of interest will be as per the following schedule –

Sr. No.	Particulars	Date & Time
1	Availability of forms for EOI	25/08/2011 to 08/09/2011
2	Last date of submission of EOI	08/09/2011 up to 17.30 hrs.
3	Opening of Technical envelop 'A'	09 /09/2011 at 15.00 hrs.
4	Opening of Commercial envelop 'B'	09/09/2011 at 15.30 hrs.

**15. ACCEPTANCE OF PROPOSALS**

1. The District Deputy Commissioner, Animal Husbandry, dist-AKOLA does not pledge himself to accept any of the proposals submitted. The District Deputy Commissioner reserves the right of accepting the whole or any part of the expression or portion of it, or to refuse all the proposals without assigning any reason.
2. Only the competent authority of the company or any other person as authorized in this context is allowed to sign the agreement on behalf of the successful bidder. EMD will be forfeited in case of failure to sign the agreement in proper way.

**16. PREBID CONFERENCE**

A pre-bid conference will be held on 05/09/2001 at 15.00 hrs in the office of District Deputy Commissioner, Animal Husbandry, AKOLA, to discuss in detail the concepts, modalities and desired work of contract broiler farming unit. Any queries/issues raised by the attending parties would also be discussed.

**17. RATE VARIATION/ESCALATION**

Decrease in rate of approved growing charges on any account, such as increase in input cost etc. will not be admissible in any case.

**18. SIGNING OF AGREEMENT**

- a. The authorized representative of successful bidding company shall enter into a Contract Agreement with the competent authority i.e. The District Deputy Commissioner, Animal Husbandry, AKOLA The terms and conditions of this agreement will be approved by the Department of Law and Judiciary. The successful company will be required to execute the agreement on judicial stamp paper.
- b. There will be a Tri-Partite agreement between the Beneficiary Farmer, Financing Bank and the Contracting Company for timely and complete recovery of the loan amount. The period of agreement will last for 3-5 years or until the beneficiary's loan is fully repaid, whichever is earlier. The District Deputy Commissioner of Animal Husbandry will be the Consenting Party for this agreement. The terms and conditions of this agreement will be approved by the Department of Law and Judiciary.
- c. The Earnest Money Deposit will be forfeited in case the company fails to sign the agreement after acceptance of his tender. The company is liable to be blacklisted in such case.

**19. AUTHORITY OF INSPECTION**

If the undersigned desires to inspect or instructs any departmental officer to inspect the documents related with contract broiler farming, inputs provided by the contracting company and management practices followed at the farm, they should be allowed to do so.

**20. PENALTY CLAUSE**

If the contracting company fails to follow any of the conditions for eligibility of participation and other terms and conditions, in order to recover the losses the District Deputy Commissioner, Animal Husbandry, Dist.AKOLA shall exercise his discretionary power to deduct suitable penal amount/penalty from the amount of subsidy offered or may take one or more of the following actions-

- a. To forfeit the security deposit of the company.
- b. To cancel the contract or part thereof with the company.
- c. To blacklist the company permanently from the list of government contracts.

**21. FORCE MAJEURE**

If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other, in respect of such non performance or delay in performance; and deliveries under the contact shall be resumed as soon as practicable, after such event has come to an end or ceased to exist, and the decision of the District Deputy Commissioner of Animal Husbandry, AKOLA officer as to whether the deliveries of services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract, provided also that if the contract is terminated under this clause, the

District Deputy Commissioner of Animal Husbandry, AKOLA shall be at liberty to take over from the contractor at a rate to be fixed by the District Deputy Commissioner of Animal Husbandry, AKOLA, which shall be final and all the unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof, as the District Deputy Commissioner of Animal Husbandry, dist.AKOLA may deem fit accepting such material, inputs and services as the contractor may with the concurrence of the District Deputy Commissioner of Animal Husbandry, dist.AKOLA elect to retain.

**22. PERIOD OF VALIDITY OF CONTRACT**

The contract agreement shall be valid for five years from the date of agreement or for the period of full repayment of the beneficiary loan, whichever period is more.

**23. SETTLEMENT OF DISPUTES**

- a. It will be the responsibility of the Company to prove beyond doubt its liability for any exemption from paying the Earnest Money Deposit and/or Security Deposit wherever applicable. The Company should produce relevant document/certificate from the competent authority in such case.
- b. All the disputes between indenting departmental officer and the company shall be settled by the undersigned. However, the disputes between the company and the undersigned or the appeal against the decision of undersigned in disputes referred to him, shall lie with the Regional Joint Commissioner Animal Husbandry.
- c. Judicial proceedings if any, will be under the jurisdiction of District Court.

**24. REMOVAL OF DIFFICULTY**

- a. The undersigned shall take such decision to remove difficulties due to ambiguity of provisions in the EOI documents or due to provisions which are inconsistent with the objective of this EOI.
- b. The dates quoted in the EOI form are subject to change for any reason or in the event of any holiday, abruptly declared by Government.

**District Deputy Commissioner,  
Animal Husbandry.AKOLA  
District-AKOLA**

**Expression of Interest**  
**Annexure - A**  
**CHECK LIST**

<b>Sr. No.</b>	<b>Documents Attached</b>	<b>Whether attached</b>	<b>Page No.</b>
1	Company Registration Certificate	Yes/No	
2	Sales Tax Registration Certificate	Yes/No	
3	Certificate of Experience in contract broiler farming activity	Yes/No	
4	Demand Draft for Earnest Money Deposit	Yes/No	
5	Certificate of exemption for Earnest Money Deposit	Yes/No	
6	Information Brochure of the company.	Yes/No	
7	Declaration duly signed by the company (Annexure-B)	Yes/No	
8	Last year's audited financial statements of the company	Yes/No	

The above details have been checked and found correct.

Place:

Date:

Authorized signatory of the company

(Official seal)

**Expression of Interest**  
**Annexure -B**

**DECLARATION OF THE TENDERER**

- 1) That I/We.....am/are the Director/  
Proprietor of the firm / company .....
- 2) That I/We hereby submit EOI to the District Deputy Commissioner, Animal Husbandry, dist..... for establishment of contract broiler farm unit by integration with farmer beneficiaries.
- 3) That I/We have read the terms and conditions as mentioned in this EOI form carefully and that I shall/we will abide by all the terms and conditions contained therein.
- 4) That I am/we are well acquainted with the facts about the firm / company and the information provided in the EOI form is true and correct.
- 5) I/we may be punished as per law for any wrong information misleading facts provided in the EOI form, besides rejection of my/our EOI.
- 6) Force majeure conditions contained in the manual of office procedure for purchase of store for Government Departments 1978, page No.99, Appendix-xxxi, is accepted by the Company.
- 7) I/We am/are bound to establish the contract broiler farm unit with supply of quality inputs and best management practices, during the period of validity of the contract.
- 8) I/we am/are bound to establish the contract broiler farm unit within 90 days or as specified by the indenting authority.
- 9) I / we agree to abide by the rates quoted in the EOI and they will be valid for the complete contract period.
- 10) I/We agree to ascertain that in any adverse condition, the contract farmer will receive minimum net profit of Rs. 6000/- per months after deducting his bank loan principle and interest installment. However as per beneficiaries management and local conditions it may change.
- 11) I/We ensure to make timely payment of the growing charges, due to the beneficiary. I/We agree to deposit the beneficiary's loan installment (principle and interest component) from the payment due to the farmer, directly to his bank loan account. The remaining component of the payable growing charges will be deposited directly in the beneficiary's bank account regularly in time.
- 12) I/We ensure to lift the broiler birds for marketing at body weight of 1.5 Kg. to 2.00

- kg. live weight or the weight more beneficial to the farmers as the case may be.
- 13) The rate per kg live weight offered in the EOI will be for two years and will be increased by 10 % thereafter every two years.
  - 14) I/We, have carefully read all the terms and condition of the EOI and GR Rajyayo/Kukkut-2011/pa.kra 66/pdum-4,mantralaya ,Mumbai -32 Dt-01/07/2011 and dated 09/08/2011 to establish the contract broiler farm units for 3 to 5 years or up to complete recovery of bank loan from the beneficiary from date of signing the agreement and I/We, solemnly declare that the terms & conditions are acceptable to me/us and binding on me/us.
  - 15) In case of any disputes, the jurisdiction will be District court only.
  - 16) Any violation in terms and conditions of EOI will render us ineligible for the contract.

Place :

Date :

Signature of Company

(Seal)

Expression of Interest

Commercial Envelop 'B'

Broiler Growing Charges for Contract Broiler Farm Units in the  
State of Maharashtra

Sr. No.	Name of the Company	Offer for Broiler Growing Charges payable to farmer beneficiary (Rupees per Kilogram live weight)
1	2	3

Place  
Date:

Sign of the Tenderer and seal