

Rate Agreement No.: NDDDB:RGM:AFSTK:RA-03/2024

Rate Agreement

For

Supply of Automatic Frozen Semen Thawing Kit with accessories under Rashtriya Gokul Mission Scheme

Between

National Dairy Development Board
PO Box No. 40, Anand – 388 001, Gujarat

and

Clean and Clever Corporation
A102, Anee Circle, Opposite Shiv Dugdhalay,
Ganesh Chokdi, Anand – 388 001

Project: Rashtriya Gokul Mission Scheme

Dated: 23rd September, 2024



Original / Duplicate

राष्ट्रीय डेरी विकास बोर्ड

National Dairy Development Board

**RATE AGREEMENT FOR SUPPLY OF AUTOMATIC FROZEN SEMEN
THAWING KIT UNDER RGM**

NDDB:RGM:AFSTK:RA-03/2024 84135

23/09/2024

This Rate Agreement is entered into by and between National Dairy Development Board, ("the Purchaser") having its principal place of business at Anand, Gujarat, India 388 001, and M/s Clean and Clever Corporation ("the Supplier") having its principal office located at:

Clean and Clever Corporation
A102, Anee Circle, Opposite Shiv Dugdhalay,
Ganesh Chokdi, Anand – 388 001

This Rate Agreement is a binding contract but imposes no obligation on the Purchaser or Implementing Agency (IA) to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supplier supply the Goods hereinafter referred to, and

WHEREAS, the Supplier is willing to supply Automatic Frozen Semen Thawing Kits with accessories.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Term:

This Rate Agreement shall be valid till 31st March, 2026 from date of signing of rate agreement. The confirmatory Purchase Orders shall be issued by IA based on their requirements as per the format given in enclosed Annexure C.

2. Standards:

The Automatic Frozen Semen Thawing Kit supplied shall conform to the standards mentioned in the Technical Specifications enclosed at Annexure A.

3. Performance Security

Within 30 days of receipt of the Purchase Order from an IA, the supplier shall furnish the performance security of 3% of the value of the Purchase Order in accordance with the Conditions of Contract, in the Performance Security Form (the format provided in Section VIII). The proceeds of the Performance Security shall be payable to IA as compensation for any loss resulting from the Supplier(s)' failure to complete its obligations under the Contract.

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[Signature]
Partner

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Performance Bank Guarantee (PBG) should be issued by a Nationalized Indian Bank or a Foreign Bank having Branches in India, in the form provided in Bidding Document and valid till **18** months from date of signing of purchase order by IA.

The performance security will be discharged by IA and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations (i.e. **18** months from date of signing of purchase order by IA), including any warranty obligations, under the Contract.

Failure of the supplier(s) to comply with the Clause 3 shall constitute sufficient grounds for the annulment of the Purchase Order.

4. Tentative Delivery Schedule:

The Automatic Frozen Semen Thawing Kit shall be supplied within 90 days after receipt of purchase order from IA.

Supplier has to accept and execute Purchase Order(s) placed by IA on 'first-cum-first serve' basis. Supplier will have no option to choose the IA based on size of order or convenience. IA(s) may choose one or multiple supplier(s) to supply Automatic Frozen Semen Thawing Kit in full or in portion of the targeted numbers. The Supplier can supply the Automatic Frozen Semen Thawing Kit in staggered manner based on the production capacity and quantity already committed on "first come first serve" basis with consent of IA.

5. Liquidated Damage

If the Supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, IA shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

(a) 0.5% of the value of the delayed items only, for each week or part thereof delay. The week shall comprise of 7 days including Sundays and holidays, if any. The total amount so deducted shall not exceed 10% of the order/contract value.

Once the maximum is reached, IA may consider cancellation/ termination of purchase order/ contract, and forfeiture of performance security.

6. Termination of Rate Agreement

6.1. Termination for Default

6.1.1. The NDDDB may, without prejudice to any other remedy for breach of Rate Agreement, by written notice of default sent to the Supplier, terminate the Rate Agreement in whole or in part:

- (i) If the Supplier fails to deliver any or all of the ordered quantity of goods within the time period (s) specified in the Purchase Order, or any extension thereof granted by the respective IA.

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Partner

- (ii) If the Supplier fails to perform any other obligations(s) under the Rate Agreement.
- (iii) If the Supplier, in the judgment of the NDDDB has engaged in fraud and corruption in competing for or in executing the Rate Agreement.

6.1.2. In the event the Purchaser terminates the Rate Agreement in whole or in part, pursuant to Clause 5.1.1., the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Rate Agreement to the extent not terminated.

6.1.3. IA shall be free to cancel the order either in full or in part, in the case of non-delivery of goods/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the Supplier will be liable to refund the advance, if paid, along with interest at the rate of 7.5% per annum on the advance paid for the entire period for which the advance was lying with the Supplier. The Supplier has no right to forfeit the advance amount received by him.

6.2. **Termination for Insolvency**

6.2.1. The NDDDB may at any time terminate the Rate Agreement by giving written notice to the Supplier, without compensation to the Supplier, if:

- (i) The Supplier becomes bankrupt or otherwise insolvent,
- (ii) The Supplier being a company is wound up voluntarily by the order of a Court receiver, liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NDDDB.

6.3. **Termination for Convenience**


6.3.1. The NDDDB, by notice sent to the Supplier, may terminate the Rate Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NDDDB's convenience, the extent to which performance of the Supplier under the Agreement is terminated, and the date upon which such termination becomes effective.

7. **Force Majeure**

7.1. Notwithstanding the provisions above, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination

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for default, 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.

- 7.2. For purposes of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the NDDB in its sovereign capacity, wars or revolutions, fires, flood, epidemics, pandemics, quarantine, restrictions and freight embargoes.
- 7.3. If a Force Majeure situation arises, the Supplier shall promptly notify the NDDB in writing of such conditions and the cause thereof. Unless otherwise directed by the NDDB in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical; and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure.

8. Resolution of Disputes

- 8.1. The NDDB and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 8.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NDDB or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 8.3. The dispute settlement mechanism:
- a) In case of Dispute or difference arising between the NDDB and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the NDDB and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian

Council of Arbitration, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.

- c) Arbitration proceedings shall be held at Anand, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

9. Price

Price mentioned in Annexure B is the final unit price (FOR destination (PAN India) rates) per Automatic Frozen Semen Thawing Kit with accessories (including GST@12%).

The Unit price mentioned in Annexure B should be valid for supply of Automatic Frozen Semen Thawing Kit with accessories at designated place identified by Implementing Agency (IA) located across India till 31st March 2026 from date of signing of Rate Agreement.

10. Minimum Order Quantity

Minimum quantity of each purchase order (as per the format given in Annexure C) shall be for 50 No. Automatic Frozen Semen Thawing Kits with accessories.

11. Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India.

12. Terms of Payment

100% payment shall be released within 30 days after safe receipt and acceptance of material at site.

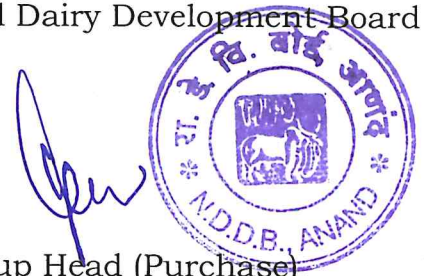
Received and Accepted
For and on behalf of the Supplier

Clean & Clever Corporation



Partner
Authorized Signatory
(Signature and Seal of the Supplier)

For National Dairy Development Board



Group Head (Purchase)

TECHNICAL SPECIFICATIONS

Item Name: Automatic Frozen Semen Thawing Kit

A. FUNCTIONAL REQUIREMENT:

The device would be used for thawing of bovine frozen semen doses and should be insulated to maintain an accurate water temperature.

B. TECHNICAL SPECIFICATIONS:

Sr. No.	Particulars
1.	It should be a portable machine made of good quality stainless steel/ plastic/PVC /ABS body with suitable base to keep the device upright.
2.	The inner wall of the thawing vessel should be cylindrical and made of metal having smooth surface.
3.	The device dimensions should be suitable to thaw frozen semen straws (min. 135 mm \pm 1 mm) in vertical position and should hold volume between 50-100 ml \pm 10 ml.
4.	It should have a leak proof/ waterproof body and a leak proof lid to avoid spilling/leakage of water.
5.	It should have a concealed heating arrangement and a good quality insulation to maintain uniform temperature throughout the water column.
6.	It should have a highly accurate thermostat and digital temperature display in °Celsius with adjustable temperature control setting within +5°C to +40°C and operating temperature range from ambient temperature to +40°C.
7.	The unit should maintain a pre-set temperature with least fluctuation, say 37°C (\pm 0.1°C) after attaining pre-set temperature. However, while attaining the temperature a fluctuation of \pm 1 or 2°C is acceptable.
8.	It should have mechanism to set the desired temperature and device should display the set temperature and the actual temperature of the water, though a toggle switch
9.	The device should indicate that it is ready for thawing (either through display/ clearly audible buzzer) and should also have the mechanism for indicating thawing period in seconds (for 30 sec.).
10.	It should be equipped with a minimum of 1.5 - 2.0 meter length power cord with Indian type plug.
11.	It should be battery operated (either inbuilt or external) with 2 hours backup and there should be provision of charging through AC power /power bank (USB port)/ battery of vehicle. Device should be supplied with suitable battery without any extra cost. The battery lifespan should be minimum two years. The battery should be replaceable on completion of its lifespan.

Sr. No.	Particulars
12.	It should have following accessories: <ul style="list-style-type: none"> • User Manual • Good quality Carry bag • Straw cutter (for cutting of semen straw) • Straw lifter (to lift semen straw)
13.	The device should be equipped have heating mechanism to take the water temperature from room temperature (22 °C) to 37°C in ≤ 5 minutes.
14.	The Supplier would have to provide a brochure/user manual indicating the operation with video or pictures. If required, the Supplier may have to arrange online or physical training of the nodal officers of the IA.
15.	The unit should have Bluetooth connectivity to facilitate capturing real time data.
16.	The unit should have provision for integration with Bharat Pashudhan app through API.

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OTHER REQUIREMENTS:

1. The Equipment must be quoted with all additional accessories and minimum one year warranty.
2. It should have a batch-wise NABL-accredited laboratory-certified temperature sensor with calibration as per ISO/IEC 17025.
3. The equipment should be compact, user friendly, and ergonomically designed.
4. The equipment should have easy operation and maintenance. All parts that require regular cleaning should be easily accessible.
5. The equipment should be compatible to function with electric power supply in the range of 220 to 240 V AC, Phase-I and 50 Hz and provision of fuse in the electrical panel of the device to prevent short circuits or mismatched loads.
6. Supplier should submit original catalogue of the equipment featuring all the above points and the packing list along with the tender, and also a colour photographs of the unit offered if not available in the catalogue.

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ANNEXURE B

SCHEDULE OF REQUIREMENTS

Sr. No.	Description	Annual Quantity Committed by Supplier (No.)	Final Destination for supply	Unit Price (FOR Destination, including GST@12%)
I	Supply of Automatic Frozen Semen Thawing Kit with accessories	25000*	At the place decided by the Implementing Agency across India	Rs.3,416.00

* The quantity mentioned above is confirmed by the supplier as their annual production capacity. This does not bound NDDB or IA to purchase the indicated quantity or any quantity from the supplier.

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10/11/2018

Format of Purchase Order - To be released by IA.

Rate Agreement Ref. No.

Dated

Purchase Order Ref. No.

To

Dear Sirs,

Sub.: PURCHASE ORDER FOR SUPPLY OF AUTOMATIC FROZEN SEMEN THAWING KIT

With reference to above Rate Agreement, which shall be fully incorporated herein, you are requested to supply Automatic Frozen Semen Thawing Kit subject to terms and conditions mentioned in above referred rate agreement:

Sl No.	Item	Qty*	Delivery period	Unit Rate	Total Price
	Automatic Frozen Semen Thawing Kit Make: Model:				
TOTAL					
Amount in words:					

** Minimum quantity of each purchase order shall be for 50 No.)*

Delivery Location _____

Unit price mentioned above is inclusive of all the taxes and duties and all other incidental service.

Performance Bank Guarantee of 3% of the Purchase Order value is to be submitted as per the terms of Rate Agreement.

TOTAL PURCHASE ORDER PRICE (inclusive of all) XXXXXXXXXXXXX

Other terms and conditions are mentioned in the Rate Agreement referred above.

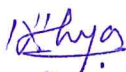
(Purchaser or Purchaser's Representative)

Name: _____

Address: _____

Tel. No. : _____

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