

**INVITATION
FOR
BIDS FOR EMPANELMENT
OF
PPR VACCINE MANUFACTURERS**

**Closing date and time for receipt of bids
16.11.2021 at 1400 hours**

**NOTICE INVITING BIDS FOR EMANELMENT OF PPR
VACCINE MANUFACTURERS
FOR FINANCIAL YEARS 2021-22 and 2022-23**

E-tender inquiry no - K-11053(5314)/2/2021-LH

Time schedule of various empanelment related events:

S.NO	DESCRIPTION	SCHEDULE
1	Tender document downloading start date/time	28.10.2021 (1400 IST)
2	Pre-bid meeting–date/time	5.11.2021 (1500 IST)
3	Bid submission start date/time	8.11.2021 (1100 IST)
4	Bid submission-end date/time	16.11.2021(1400 IST)
5	Technical bid opening date and time	17.11.2021(1500 IST)
6	Financial Bid opening date and time	<u>To be intimated later</u>

DISCLAIMER

1. This tender document is neither an agreement nor an offer by Department of Animal Husbandry & Dairying; Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred to as DAHD/Issuer/Client) to the prospective applicants/firms/companies (hereinafter referred to as bidders). The purpose of this document is to empanel such PPR vaccine manufacturers whose proposals are found to be technically responsive to the tender requirements and financially viable.
2. DAHD is only the tendering authority responsible for empanelment of the successful bidders. Upon empanelment of successful bidders, the PPR vaccine manufacturers will have to sign the contract with the respective State governments/UT administrations/Procurement Agency (which may be respective State Government appointed Agency / DAHD appointed Agency) for supply of vaccine doses as per mutually agreed terms and conditions
3. Empanelment does not necessarily assure award of any work to empanelled PPR vaccine manufacturers.
4. DAHD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender document and it is not possible for DAHD to consider needs of each party who reads or uses this document. DAHD includes statements which reflect various assumptions and assessments arrived at by DAHD in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this Tender document and obtain independent advice from appropriate sources.
5. DAHD will not have any liability to any prospective bidder under any extant law (including, without limitation, the law of contract, tort, etc.), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of DAHD or their employees, any manufacturer or otherwise arising in any way from the selection process for the assignment. DAHD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statement contained in this Tender.
6. DAHD will not be responsible for any delay in receiving the proposals. The issuer of this tender document (DAHD) is not bound to select a bidder or to empanel the selected bidder for the procurement of vaccine doses and DAHD reserves the right to accept/reject any or all of proposals submitted in response to tender document at any stage without assigning any reason whatsoever. DAHD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted bid Application.
7. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or any authoritative statement of law. DAHD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. DAHD reserves the right to change/ modify/ amend/ cancel any or all provisions of this Tender document. Such revisions to the Tender will be made available on the CPP portal.

NOTICE INVITING TENDER (NIT)

**Ministry of Fisheries, Animal Husbandry and Dairying
Department of Animal Husbandry and Dairying
Government of India**

E-tender no: K-11053(5314)/2/2021-LH

Department of Animal Husbandry and Dairying, Government of India invites e-Bids from the eligible and qualified Vaccine manufacturers for purchase of PPR Vaccine as per following details:

ItemNo.	BriefDescriptionofGoods	Quantity
<i>Peste des Petits Ruminants (PPR) Vaccine, Live Attenuated PPRV-Sungri 96 Strain for prophylactic vaccination of sheep & goats</i>	<ol style="list-style-type: none"><i>PPR Vaccine, Live Attenuated PPRV-Sungri 96 Strain in freeze-dried form for prophylactic vaccination against PPR of sheep & goats</i><i>The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine</i><i>After reconstitution with suitable diluent, each dose of 2 ml should contain minimum $10^{2.5}$ TCID₅₀ of live PPR organisms</i>	Quantity according to requirement given in Chapter II of Tender Document for delivery upto STATE/ UT Headquarters /Focal Points on PAN INDIA BASIS

Specific instructions for e-tender participants -

- Bidders are requested to read the bidder's help document on the e-tender website link before proceeding for tendering
- The prospective bidder must be registered on the portal <https://eprocure.gov.in/eprocure/app>. In order to submit the tender electronically, bidders are required to have a valid digital signature certificate
- The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> after registration
- The submission of the online tender can only be done at <https://eprocure.gov.in/eprocure/app>
- All prospective bidders are requested to attend the pre-bid meeting as per the time and venue mentioned in this tender document.
- Bid Security should be deposited in the form of a Pay order/ Demand Draft of a scheduled bank (annexed) drawn on PAO, DAHD payable at New Delhi. The bid security can also be in the form of Bank Guarantee or Fixed Deposit Receipt issued in favour of DAHD.

7. Tender submitted without bid security shall be rejected.
8. In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
9. It is the responsibility of the Bidders to ensure that their Bids are filed electronically, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected.
10. The Bid Documents are not transferable.
11. The purchaser may reject all bids without assigning any reason thereof.
12. Any query regarding this NIT may be sent to jslh-dadf@nic.in & dranirban.dadf@gmail.com. Reply will be furnished as per the provisions of the documents.
13. For any assistance regarding CPP Portal please contact Helpdesk provided at "contact us" at CPP Portal <https://eprocure.gov.in/eprocure/app>

Sh.Manish Kumar Diwaker
Under Secretary (LH), DAHD
Ground Floor, Left wing, Chandralok Building,
36, Jan Path, New Delhi-110001
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CHAPTER I: GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. DEFINITIONS AND ABBREVIATIONS

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

- a) **“Tender (Enquiry) Document”** means the document floated by DAHD for inviting bids on the e-procurement portal. The term “tender” shall be interchangeably used.
- b) **“Bid”** means quotation/response received from a firm / bidder in response to the Tender Document
- c) **“BOEC”** means Bid Opening and Evaluation Committee
- d) **“Issuer”** means the tendering authority, which in this case is Department of Animal Husbandry and Dairying. The term “Client” shall be interchangeably used.
- e) **“Bidder”** means the PPR vaccine manufacturing entity with valid license from DCGI submitting bids / quotation /response to the tender document
- f) **“Manufacturer – Purchaser Contract (MPC)”** means the agreement entered into between the manufacturers of PPR vaccine and the Purchasers, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. The term “Contract” shall be interchangeably used.
- g) **“Purchaser”** means the PPR vaccine purchasing body / agency that could be State Governments/UT administrations or Agency appointed by DAHD / respective State Governments/UTs for purchasing the PPR vaccine. The “Purchaser” shall be decided later, but before awarding the contract
- h) **“bid price”** means the price discovered through this tendering process and payable to the manufacturer for satisfactory performance as per MPC
- i) **“goods”** means PPR Vaccine incorporated with the strains as described in Chapter II: Schedule of requirements and Chapter III: Technical Specifications
- j) **“services”** means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services and other such obligations of the supplier covered under the contract
- k) **“Bid Security”** means Earnest money deposit (EMD)/ monetary or financial guarantee to be furnished by a bidder along with the bid
- l) **“Performance security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract (MPC) placed on it. Performance security is also known as security deposit
- m) **“Specification”** means the document/ standard that prescribes to the requirement with which goods or services has to conform to
- n) **“Day”** means calendar day

- o) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or services and comparing the same with the specified requirement to determine conformity
- p) **“L1”** means the lowest bid received in a tender, bidding process or other procurement as adjudged in the evaluation process as per the tender or other procurement solicitation
- q) **“Consignee”** means the State level Authority of Department of Animal Husbandry & Dairying, State/UTs receiving the delivery of the consignment
- r) **“FOCAL POINT”** means the designated place for taking delivery of the vaccine as decided by the State / UT

ABBREVIATIONS

- I. “TE Document” means Tender Enquiry Document
- II. “NIB” means Notice Inviting Bids
- III. “PPR” means *Peste des Petits Ruminants*
- IV. “LHDCP” means Livestock Health and Disease Control Programme
- V. “DAHD” means Department of Animal Husbandry and Dairying
- VI. “DCGI” means Drug Controller General of India
- VII. “CPPP” means Central Public Procurement Portal
- VIII. “EMD” means Earnest Money Deposit
- IX. “BOQ” means Bill of Quantity
- X. “L1” means Bidder of lowest price
- XI. “GST” means Goods and Services Tax
- XII. “GFR” means General Financial Rules
- XIII. “ITB” means Instruction to Bidders
- XIV. “CCA” means Controller of Certifying Authorities
- XV. “DSC” means Digital Signature Certificate
- XVI. “SMS” means Short Messaging Service
- XVII. “PDF” means Portable Document Format
- XVIII. “XLS” means excel spread sheet
- XIX. “RAR” means Roshal ARchive
- XX. “DWF” means Design Web Format
- XXI. “PAN” means Permanent Account Number
- XXII. “PKI” means Public Key Infrastructure
- XXIII. “IVRI” means Indian Veterinary Research Institute
- XXIV. “ICAR” means Indian Council of Agricultural Research
- XXV. “FOB” means Free on Board

- XXVI. "CIF" means Cost, Insurance and Freight
- XXVII. "QC" means Quality Control
- XXVIII. "COA" means Certification of Analysis
- XXIX. "°C" means temperature in degree Celsius
- XXX. "FDR" means Fixed Deposit Receipt
- XXXI. "FOR" means Free on Rail
- XXXII. "IEM" means Independent External Monitor
- XXXIII. "CVC" means Central Vigilance Commission
- XXXIV. "IP" means Integrity Pact
- XXXV. "BG" means Bank Guarantee
- XXXVI. "IP-vet" means Indian Pharmacopoeia (Veterinary)
- XXXVII. "SD" means Security Deposit
- XXXVIII. "PS" means Performance Security

2. INTRODUCTION

2.1 DEPARTMENT OF ANIMAL HUSBANDRY & DAIRYING (DAHD)

India's livestock wealth (535.78 million) includes 192.49 million cattle, 109.85 million buffaloes, 148.88 million goats, 74.26 million sheep and 9.06 million pigs (2019). However, demand for disease-free animals, by preventing economically important diseases that often strike at the livelihoods of small and economically vulnerable livestock farmers, remains the single largest challenge. Covering all eligible livestock by prophylactic vaccination is a herculean task, especially when manpower availability, cold chain maintenance, actual on-field vaccination, add to the challenge. The role of stakeholders in converging for the common purpose to achieve synergy is therefore crucial.

2.2 LH&DC SCHEME

Livestock Health & Disease Control Scheme (LHDC) implemented by DAHD under the umbrella scheme of Livestock Health & Disease Control Programme (LHDCP) aims to improve the animal health sector by way of implementation of prophylactic vaccination programmes against various diseases of livestock, capacity building and disease surveillance. It is envisaged that implementation of the scheme will ultimately lead to prevention & control, subsequently eradicating the diseases thereby resulting in higher productivity from livestock, boosting up trade and improving socio-economic conditions of livestock farmers. The scheme, among others, aims to implement PPR Eradication Programme intensively in all States / UTs so as to cover all sheep and goats under vaccination with the sole objective of gradually eradicating PPR.

2.3 OBJECTIVE

DAHD intends to on-board PPR Vaccine Manufacturer(s) (the manufacturers) for a period **two (2) years** to assist and support DAHD and State Governments /UT Administrations in the implementation of LHDCP Scheme/ Activities and thereafter the tenure may be extended up to a maximum 12 months on the same terms and conditions upon mutual consent.

The salient features, eligibility criteria and prescribed formats for submission can be accessed in the NIB document uploaded on the website: <http://eprocure.gov.in>

Interested applicants are requested to submit their responses on Central Public Procurement Portal (<http://eprocure.gov.in>) on or before DD/ MM/YYYY by ----- PM.

3. AVAILABILITY OF FUNDS

Expenditure to be incurred for the proposed purchase will be met from funds of Ministry of Fisheries, Animal Husbandry and Dairying, Department of Animal Husbandry & Dairying (DAHD), Government of India (GOI) and available with "the Purchaser".

4. LANGUAGE OF TENDER

- 4.1. The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the Issuer, shall be written in the English language, unless otherwise specified in this Tender Document. However, the language of any printed literature furnished by the bidder in connection with this tender may be written in any other language provided the same is accompanied by an English translation and for purposes of interpretation of the bid, the English translation shall prevail.
- 4.2. The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the issuer, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

5. ELIGIBLE BIDDERS

- 5.1 This Invitation for Bid is open to all eligible manufacturers of PPR Vaccine having valid license from DCGI (Drug Controller General of India) for manufacturing of PPR Vaccine with quality assurance as per the IP-Vet/technical specifications
- 5.2 The participating bidders should have the Good Manufacturing Practices (GMP) certified manufacturing facilities with requisite approvals from DCGI
- 5.3 The interested bidder(s) should be in the relevant business
- 5.4 Third party dealers and distributors/suppliers/marketers /agents are not eligible to participate
- 5.5 Consortium/Joint ventures are not allowed
- 5.6 For detailed qualification criteria,reference may be made to **Chapter IV**of this Tender document
- 5.7 Bidders blacklisted by Central Government from supplying PPR vaccines are not eligible to participate in this tender

6. TENDERING EXPENSE

The bidder shall bear all costs associated with the preparation and submission of bid, and the Issuer will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. SCOPE OF WORK

7.1 The Bid intends to invite PPR vaccine manufacturers for supply of vaccine doses to States/UTs pan India at the uniform price discovered through this bidding process

7.2 DAHD is only the tendering authority for empanelment of successful bidders and shall not be entering into any contract with the manufacturers. Upon empanelment of successful bidders, the PPR vaccine manufacturers will have to sign the contract with the respective State government/UT administration/ Procurement Agency (which may be State Government appointed Agency/ DAHD appointed Agency) for supply of vaccine doses as per mutually agreed terms and conditions

7.3 The contract would be signed between the “Purchaser” and the “empanelled manufacturer” for supply of goods as per the terms and conditions of the contract

8. ROLES AND RESPONSIBILITIES

8.1. THE ISSUER OF THE TENDER DOCUMENT: DAHD

- a. DAHD shall float the Tender document for inviting bids from interested PPR manufacturers
- b. DAHD shall evaluate the bids and empanel the PPR vaccine manufacturer(s) at the L1 rate based on the bids received from the bidders
- c. DAHD shall award letter of empanelment to the successful bidders after completion of the bid evaluation process.
- d. DAHD shall constitute a Bid Opening and Evaluation Committee (BOEC) and appoint an Independent External Monitors (IEM)

8.2. PPR VACCINE MANUFACTURERS

- a. PPR vaccine manufacturer(s) shall be appointed as per the specifications mentioned in this Tender document for supply of PPR vaccine under LHDC scheme
- b. The successful bidders shall be empanelled by DAHD for supply of vaccine doses as per the submitted bid
- c. The PPR vaccine manufacturer(s) shall sign a contract with the State Government/UT administration/Procurement Agency (appointed by Central Government (DAHD)/State Governments/UT administrations) for supply of PPR vaccine doses as per the terms and conditions mentioned in the Tender along with the mutually agreed conditions outlined in the “Manufacturer – Purchaser Contract (MPC)”

- d. The PPR vaccine manufacturer(s) shall adhere to all the necessary obligations of the Purchaser as mentioned in the “Manufacturer – Purchaser Contract (MPC)” and the Purchaser will have the rights to evoke necessary actions on non-fulfilment of the conditions of the said contract.
- e. Empanelment of the evaluated bidder (s) whose bid has been found to be technically responsive and who is qualified to perform satisfactorily as per the terms and conditions incorporated in the tender document at the uniform L1 rate (discovered through this process) would be done.
- f. In case of failure of the empanelled manufacturer to supply the assigned/apportioned quantities, either fully or partially, the purchaser reserves the right to procure such quantity to the extent of such deficit/ short supply from any other empanelled bidder (s) on the same terms and conditions.

8.3. **PURCHASER / PROCUREMENT AGENCY:**

(Purchaser / Procurement Agency to be appointed by Central Government /State Government/UT administrations, if so required)

- a. The procurement of vaccine shall be done by the State /UTs themselves or through the procurement agency appointed by Central Government or State Governments/UTs, if so required
- b. The procurement agency could be a PSU/Private Entity/State/UT Government
- c. In case the vaccine manufacturer(s) fail(s) to meet the supply of PPR vaccines as mentioned in the Tender /contract, the Purchaser/TPA shall have the right to impose necessary clauses for recovery/ penalty as per the terms agreed in the “Manufacturer – Purchaser Contract (MPC)”
- d. Releasing payment to vaccine manufacturers on receipt of consignment acceptance certificates from the respective State Animal Husbandry Departments
- e. Any other condition as mentioned in the “Manufacturer – Purchaser Contract (MPC)”

B. PREPARATION AND SUBMISSION OF BID DOCUMENT

9. INSTRUCTIONS TO BIDDER(S)

9.1. The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, procurement, the applicable terms and also, the standard formats to be used for this purpose are incorporated in this document. The interested bidders are expected to examine all such details to proceed further.

9.2. CLARIFICATION ON TENDER DOCUMENT

9.2.1. Applicants may seek clarification on this tender document, within five (5) days of the date of issue of this tender document. Any request for clarification must be sent by standard electronic means (excel and/or word file) to the Issuer's email address (mentioned below) and through post to client's office addressed to:

Sh. Manish Kumar Diwaker

Under Secretary (LH)

Ground Floor, Left wing,

Department for Animal Husbandry & Dairying,

Ministry of Fisheries, Animal Husbandry & Dairying,

Government of India,

Chandralok Building,

36, Jan Path, New Delhi-110001

Ph.9650660330, email- mk.diwaker@nic.in

9.3. PRE-BID MEETING:

9.3.1. A Pre-Bid meeting shall be conducted either online through VC/ meeting room of Krishi Bhawan on 5.11.2021 (1500 IST). Link/address of which will be circulated to all interested parties on receipt of their request which should be made to: jslh-dadf@nic.in & mk.diwaker@nic.in

19.1. Applicants willing to attend the pre-bid should inform client beforehand in writing through email. The maximum number of participants from an applicant/bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per bidder. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization

19.2. Clarifications, if any, regarding tender specifications, may be shared with the client in the below mentioned **word format**. The clarifications may be discussed during the pre-bid meeting as well. These shall be binding on all bidders.

S. No.	Ref. page no.	Ref. section/ Clause	Clause details	Query/ Suggestions
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19.3. The Client will endeavour to respond to the queries prior to the submission due date **through a Consolidated Corrigendum**. The Client will post the **Consolidated Corrigendum** on its official website and/or on the Central Public Procurement portal (CPPP). The official website for accessing the information related to this tender is: <https://dahd.nic.in> & Central Public Procurement Portal (eprocure.gov.in /e-procure/app).

9.4. **AMENDMENT OF BIDDING DOCUMENTS**

9.3.1 At any time prior to the dead line for submission of bids, the issuer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing suitable amendment(s)

9.3.2 Any amendment(s) will be notified **through a Consolidated Corrigendum on CPP Portal**

9.3.3 In the event of amendments in the tender document, the issuer at its discretion will offer reasonable time for submission of bids by extending timeline for submission of such bids

10. SUBMISSION OF BID:

The bidder shall submit the duly completed bids as per scheduled date and time specified in the tender document or its corrigendum (if any). The submission shall comprise of the **Two-Bid System**, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder. The bid shall be submitted **ONLINE only** by the bidder and shall contain the following documents duly filled in:

10.1. TECHNICAL BID

- a. Bid Security/ Earnest money is to be submitted physically in accordance with clause 16. Scanned copy of EMD should be uploaded on the CPP Portal
- b. Signed and scanned copy of documents as listed below:

S. No.	Document details	Name of the document	Remarks
1	Bid Security/ Earnest Money Deposit (EMD)	Technical Form 1	To be provided by bidder
2	Certificate of registration of company / firm	Technical Form 2	To be provided by bidder
3	GST registration certificate	Technical Form 3	To be provided by bidder
4	PAN of the company/firm	Technical Form 4	To be provided

			by bidder
5	Copy of valid drug license issued by DCGI for commercially manufacturing and supply of <i>PPR</i> Vaccine as per the strain given in this tender	Technical Form 5	To be provided by bidder
6	If the bidder has applied for revalidation of drug license, same should be informed to the issuer with a copy of letters/certificates from the concerned department/authority before the finalization of bid		To be provided by bidder
7	Brief write-up as per clause 4, Chapter IV	Technical Form 6	To be provided by bidder
8	Power of Attorney/ Authorization from Board of Directors/Competent Authority authorizing the person to sign the bidding document before uploading on portal CHAPTERVIII	Technical Form 7	To be provided by bidder
9	Clause by clause commentary on Technical specification as per CHAPTER III	Technical Form 8	To be provided by bidder
10	Tentative monthly quantity offered by Bidder as per CHAPTER VI	Technical Form 9	To be provided by bidder
11	Duly signed self-declaration that the manufacturer has not been blacklisted by Central Government	Technical Form 10	To be provided by bidder
12	Tender Acceptance Letter as per CHAPTER X	Technical Form 11	To be provided by bidder

Note: - The bidders may also enclose technical literature, brochure and other documents if any, in addition to bid document (Technical Bid).

10.2. FINANCIAL BID

The Financial bid should contain the following:

10.2.1 **PRICE SCHEDULE** as prescribed at **CHAPTER V (Financial 1)**

10.2.2 **BID FORM** as prescribed at **CHAPTER VI (Financial 2)**

10.2.3 The price schedule is given in PDF format for bidders' information. However, the price bid in Excel format needs to be downloaded from the portal and uploaded duly filled in Price bid in Excel format at the respective place on the portal.

Note:

- i. It is the responsibility of bidder to go through the tender document to ensure furnishing all required documents in addition to above, if any
- ii. The authorized signatory of the bidder must sign the Bid form duly stamped at appropriate places and initial all the remaining pages of the bid document
- iii. The bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected
- iv. Bids sent by fax/e-mail will be ignored

11. BID QUANTITY

DAHD intends to purchase **20.00 crore doses** of *PPR* vaccine annually in FY 2021-22 and 2022-23 through State Governments/UTs /The Procurement Agency for supply of vaccine doses pan India. Bidders should mention the quantity of vaccine doses they would be in a position to supply month wise (refer **Chapter VII**).

During the validity of the bid, the purchaser reserves the right, within the validity period of offer, to increase or decrease the quantity of vaccines by 25 (twenty-five) percent without any change in the approved prices or other terms and conditions of the tender. The purchaser may seek approval from the Issuer before executing the same.

12. BID PRICES

- 12.1. The Bid price of the goods shall comprise of the rate /pack (vial) of vaccines (for both 50 doses and 100 doses packs respectively) inclusive of all taxes, duties and transport to State HQ /Focal Points PAN India
- 12.2. The bidder shall indicate all such price components in their bid, as required in clause 12.1
- 12.3. Prices quoted by the bidder shall be fixed during the bidder's performance of the bid and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected
- 12.4. The price schedule/BOQ shall have to be submitted online in the given format (refer **CHAPTER V**)

13. BID CURRENCIES

The bidder shall quote prices only in Indian Rupees.

14. VALIDITY OF BIDS

14.1. Bids shall remain valid for a period of minimum of 24 MONTHS from date of submission of bid. A bid valid for a shorter period shall be treated non-responsive and rejected. The validity of the bid shall be extendable subject to decisions of the issuer.

15. DOCUMENTS ESTABLISHING BIDDERS' ELIGIBILITY AND QUALIFICATION

15.1. The bidder shall also furnish relevant documents like technical data, literature, drawings etc. in support and to establish that the goods and services offered are in accordance with tender specifications (reference **CHAPTER III Technical Specification**). For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details to establish technical responsiveness of the goods and services offered in its bid.

15.2. In case there is any variation and/or deviation between the goods & services prescribed by the Issuer and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

15.3. If a bidder furnishes wrong and/or misleading data, statement(s), license for specified item, etc. about technical acceptability of the goods and services, its bid will be liable to be ignored and rejected. The bidder may be blacklisted in addition to other remedies available to the purchaser in this regard.

16. BID SECURITY / EMD

16.1. Bid security of **Rs. 1 crore (Rupees One Crore only)** shall be provided by the interested bidder to the Issuer. A scanned copy of the bid security will be uploaded at the CPP portal at time of bidding. However, bid security in hard copy will be deposited to the issuer before opening of Bid.

16.2. The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:

- 16.2.1. Account Payee Demand Draft/Pay order
- 16.2.2. Fixed Deposit Receipt
- 16.2.3. Banker's Cheque
- 16.2.4. Bank Guarantee

16.3. The demand draft/ pay order / fixed deposit receipt / banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of "DAHD, payable at New Delhi." In case of bank guarantee, the same is to be provided

from a scheduled bank. List of schedule banks is provided at **CHAPTER XI** of Tender Document.

16.4. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

16.5. EMD of unsuccessful tenderers will be returned without any interest, but not later than thirty days after notification of the empanelment. The EMD of responsive/ successful tenderers will be returned with no interest on receipt of performance security from that bidder after signing of the Contract

16.6. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the issuer/purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of bidder if it fails to furnish the required performance security within the specified period.

17. SIGNING AND SEALING OF THE TENDER

All scan copies of the bid shall be duly signed digitally at the appropriate places as indicated in the tender documents and all other pages of the bid including printed literature, if any shall be initialled by the authorized person signing the bid.

18. DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the issuer not later than the time and dates specified in the Tender Document or its corrigendum (if any).

The issuer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents, in which case all rights and obligations of the issuer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. LATE BIDS

As it is an online process of bidding, the system will not accept any bid submitted after the due date and time.

20. MODIFICATION AND WITHDRAWAL OF BIDS

Bidders may note that the system allows the bidder to modify his/ her bid at any time before the close of the deadline for submission. This action does not require any written approval in the system.

C. BID OPENING

21. OPENING OF BIDS

- 21.1. Bid Opening Committee will open the Technical Bid at the specified date and time indicated in the NIB
- 21.2. In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the issuer, the bids will be opened at the appointed time on the next working day
- 21.3. Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening meeting with the letter of authorization from the corresponding bidder
- 21.4. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the names, signatures and addresses of the representatives of the bidders
- 21.5. During the bid opening, the bid opening official(s) will read the salient features of the tenders like brief description of the goods offered, special discount if any, delivery period, Earnest Money Deposit and any other special features of the bid, as deemed fit
- 21.6. Price bids will be opened after giving suitable notice to qualifying bidders

D. EVALUATION OF BIDS AND DECLARATION OF RESULTS

22. BASIC PRINCIPLE

- 22.1. Bids shall be evaluated on the basis of the terms & conditions incorporated in the tender document (followed by its corrigendum, if any), based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

23. PRELIMINARY SCRUTINY OF BIDS

- 23.1. The bids will be scrutinized to determine whether they are complete and meet the prescribed requirements, conditions etc. of the document. The bids, which do not meet these requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 23.2. The bids shall be declared unresponsive and ignored under the following circumstances-
 - a. Required EMD (Amount, validity etc) documents have not been provided
 - b. The Bid form (as per **CHAPTER VI** (signed and stamped)) not enclosed
 - c. Tender validity is shorter than the required period
 - d. Goods offered not meeting specifications in the tender enquiry

- e. The license issued by DCGI is not valid/absence of license for manufacturing the said strains specified in the tender
- f. Bidder has not agreed to condition(s) in the tender enquiry document
- g. Poor/ unsatisfactory past performance

24. DISCREPANCIES IN PRICES

- 24.1. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the issuer feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 24.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 24.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clauses 24(1) and 24(2) above.
- 24.4. If, as per the judgement of the issuer, there is any such arithmetical discrepancy in the bids, the same will be suitably conveyed to the bidder by registered / speed post/email. If the bidder does not agree to the observation of the issuer, the bid is liable to be ignored.

25. EVALUATION OF BIDS FOR EMPANELMENT:

- 25.1. Technical bids should be analysed and evaluated by a Bid Opening and Evaluation Committee (BOEC) constituted by the DAHD.
- 25.2. BOEC shall open the financial bids of only those bidders who have been declared technically qualified for further analysis or evaluation and ranking and selecting the successful bidder for empanelment
- 25.3. The Lowest Cost System (LCS) or L1 shall be the basis of selection wherein the responsive technically qualified bid with the lowest quoted cost/bid price shall be selected
- 25.4. The selected lowest evaluated bidder (L1) whose bid has been found to be responsive and who is eligible and qualified to perform satisfactorily as per the terms and conditions incorporated in the tender document shall be empanelled by the Client (DAHD)
- 25.5. Based on the L1 rate so discovered, DAHD will invite the remaining technically qualified eligible bidders to agree to supply the PPR vaccine at the discovered L1 rate

25.6. Successful technically qualified bidders who have agreed to supply PPR vaccine at the discovered L1 rate shall be selected and empanelled

26. NOTIFICATION OF EMPANELMENT

26.1. Successful selected bidders shall be awarded letter of empanelment after completion of the bid evaluation process

26.2. DAHD shall notify the successful bidders in writing by letter or by email that its application has been accepted, and the empanelment is valid for the specified period at the discovered L1 bid price as mentioned in the Empanelment Letter

26.3. The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment

27. COMPARISON OF BIDS

The comparison of the responsive tenders shall be carried out on FOR rate for delivery at State Head Quarters / Focal Points.

28. ISSUER'S RIGHT TO ACCEPT ANY BID AND OR TO REJECT ANY OR ALL BIDS

DAHD reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the issuer's action. Appropriate decision will be taken by the issuer as per law and communicated to the bidders. After pre-bid meeting and taking part tender, questioning of bid document condition & bidding process shall not be entertained.

31. INTRODUCTION OF NEW MANUFACTURER / STATE VETERINARY BIOLOGICALS FOR SUPPLY OF PPR VACCINE

The issuer reserves the right to introduce a new manufacturer / State Veterinary Biologicals (not participating in the current bid) during the Programme implementation upon the arising need of the Programme for meeting the desired quantity and quality parameters, applicable as per this tender condition. However, the new manufacturer shall be empaneled at the same bid price (discovered L1 price) as well as terms and conditions for the offered good and services as per this tender and its subsequent corrigendum, if any.

32. INTEGRITY PACT

All bidders shall enter into an Integrity Pact as per Chapter XIII

CHAPTER II

A. SCHEDULE OF REQUIREMENTS

ItemNo.	BriefDescriptionofGoods	Quantity	Delivery Period
<p><i>Peste des Petits Ruminants (PPR) Vaccine, Live Attenuated PPRV-Sungri 96 Strain for prophylactic vaccination of sheep & goats</i></p>	<p>1. <i>PPR Vaccine, Live Attenuated PPRV-Sungri 96 Strain in freeze-dried form for prophylactic vaccination against PPR of sheep & goats</i></p> <p>2. <i>The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine</i></p> <p>3. <i>After reconstitution with suitable diluent, each dose of 2 ml should contain minimum $10^{2.5}$ TCID₅₀ of live PPR organisms</i></p>	<p>20.00crore for PPR vaccine of described doses annually, The quantity of vaccine in 50 doses and 100 doses packing will be intimated by the purchaser</p>	<p>As per the tentative requirement given at Part B of CHAPTER III of Tender Document for delivery up to STATE/UT Headquarters/ Focal Points on PAN INDIA BASIS</p>

Note:

1. All the materials should be well packed to avoid any breakage during transit.
2. The supplier shall be solely responsible for shelf life of the PPR Vaccine.
3. The warranty shall be as per the agreement signed between the "Manufacturer&Purchaser". This period shall apply to all relevant clauses of bidding documents.

B. TENTATIVE REQUIREMENT OF PPR VACCINE DOSES (in crores) ACROSS INDIA

Annual	Requirement: 50 Doses pack	Requirement: 100 Doses pack
PPR Vaccine	0.40 crore doses	19.60crore doses

CHAPTER III

TECHNICAL SPECIFICATIONS

1. SPECIFICATIONS OF PPR VACCINE:

- i. PPR Vaccine, Live Attenuated PPRV-*Sungri 96 Strain* in freeze-dried form for prophylactic vaccination against PPR of sheep & goats
- ii. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine
- iii. After reconstitution with suitable diluent, each dose of 2 ml should contain minimum $10^{2.5}$ TCID₅₀ of live PPR organisms
- iv. Shelf life of the vaccine supplied shall be for a minimum of one year, at the time of supply.
- v. Vaccines are to be supplied in pack of both 50 doses and 100 doses per vial with sterile vaccine diluents.

2. SPECIAL TERMS AND CONDITIONS FOR PPR VACCINE:

- a) The PPR Vaccine manufacturers shall have valid license from DCGI (Drug Controller General of India) and the vaccines shall be manufactured having their quality assured as per tender specifications and the extant Indian Pharmacopoeia (IP) Veterinary. All provisions of Drugs & Cosmetics Act 1940, as amended till date and Rules made there under will always be applicable. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of application to Licensing Authority must be submitted with a certificate that application for renewal was made within the time frame as per Drugs & Cosmetics Act as amended up to date and that has not been deleted by licensing authority
- b) Each batch of supply of vaccine should be accompanied with In-house Certification of Analysis (COA)
- c) Temperature Monitoring Card shall be provided in each box by the manufacturer to assess the cold chain maintenance

3. DELIVERY TIME LIMIT

Maximum delivery time for supply of PPR vaccine will be 25 days from the date of placing the order or as stated in the Contract.

4. LABELLING:

Packing and labelling shall appear in English language and shall confirm to provisions of applicable Indian Pharmacopoeia and as specified under Drugs and Cosmetics Act, 1940 as amended to date. The vaccine vial labels/inserts shall include strains, adjuvant (if any), dosage, number of doses and route of

administration, precautions, batch numbers, date of manufacture, date of expiry, name of manufacturer, etc. The insert should also contain the method of reconstitution of vaccines and the volume of reconstituted vaccine to be used in goats and sheep, indicating the number of live organisms present in the final reconstituted vaccine.

All vials and other packing should contain label/ stamped as:

MANUFACTURED BY “COMPANY/FIRM’s NAME AND ADDRESS”

“SUPPLIED FOR LHDCP, GOI” NOT FOR SALE” in English.

5. INSPECTION AND TESTS

- 5.1. The supplier shall facilitate sample collection and packing & maintenance of cold chain, etc. till the samples are handed over to the designated laboratories by the purchaser or its representative
- 5.2. The designated laboratories will complete the testing of vaccine batches for different parameters as per the extant SOP within the time period specified in the SOP after receipt of the samples. The results shall be communicated to DAHD by the designated laboratories who in turn will apprise the purchaser.
- 5.3. The supplier shall provide self-certified records and the details of production to the purchaser or his representative, if required
- 5.4. The testing of the batches of PPR Vaccine produced from the empanelled manufacturers shall be done by the purchaser or his authorized representative and will be tested as per the SOP of ICAR approved laboratories approved by DAHD at the designated laboratories
- 5.5. DAHD reserves the right to conduct the random sampling and testing of the vaccine doses supplied to the field as per the approved SOP of ICAR at the designated laboratories

6. PACKAGING INSTRUCTIONS:

- 6.1. The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with the following or as per prescribed norms:
 - 1.1.1 brief description of goods
 - 1.1.2 contract no. and date
 - 1.1.3 supplier’s name and address
 - 1.1.4 packing list reference number
 - 1.1.5 batch number(s) of vaccine and
 - 1.1.6 consignee’s name and full address
 - 1.1.7 QR Code

7. QR CODE CLAUSE UNDER PACKAGING:

- 7.1. Unique QR code with unique reference number with minimum dimension of 1.5"×1.5" shall be applied in the secondary level packaging. Data should be provided to Issuer as well as Purchaser in softcopy in excel format. Format for the same shall be provided by the Purchaser
- 7.2. Cost of printing and placement of Unique QR code would be borne by the Manufacturer.
- 7.3. The QR code should be fit for purpose (resistance to water and abrasion) ensuring QR code readability/scan-ability is maintained till delivery of consignment.

8. PAYMENT

- 8.1. The payment to the supplier by the Purchaser will be subject to fulfilment of following conditions:
 - 8.1.1. Receipt of written request for release of payment; with the copy of the original invoice/s, approved unit price and consolidated statement of due amount
 - 8.1.2. Submission of duly signed certificate / letter of receipt of vaccine by the consignee
 - 8.1.3. Passed Report of quality testing report issued by the designated laboratory
 - 8.1.4. Any other condition as per the "Contract"
- 8.2. The purchaser will release 100% payment to the supplier within 30 days on submission of papers subject to recoveries if any on account of liquidity damages or any other charges or the recoveries as per terms and conditions of the contract.

CHAPTER IV

QUALIFICATION CRITERIA

1. The bidder must be a domestic manufacturer.
2. Should have drug license issued by DCGI for commercial manufacturing and supply of PPR Vaccine of the required strain in the country.
3. The Bidder should be in relevant business of vaccine production along with proof thereof.
4. The bidder shall furnish a brief write-up including:
 - a. Production Capacity (Monthly and Yearly)
 - b. Expansion Plan
 - c. Present Commitments
 - d. Location of Plants
 - e. Capacity/capability to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.
5. The bidder should not be blacklisted by Central Government

CHAPTER V

PRICE SCHEDULE FOR VACCINE

Item Description	Type of packing	Unit cost (FOR delivered to consignees' site/destination- at State/ District/UT Headquarters on PAN India Basis) (Rate in INR)	Applicable Taxes (in INR)	Total cost (b+c)
(a)		(b)	(c)	
Peste des Petits Ruminants (PPR) Vaccine, Live Attenuated PPRV- Sungri 96 Strain for prophylactic vaccination of 4 months and above sheep & goats as a single subcutaneous dose in freeze-dried form.	50 doses pack			
	100 doses pack			

*Kindly also provide the breakup of price quoted in column (b)

Note:

1. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.
2. After reconstitution with suitable diluent each dose of 2 ml should contain minimum $10^{2.5}$ TCID₅₀ of live PPR organisms
3. Shelf life of the vaccine supplied shall be for a minimum of one year at the time of supply.
4. Vaccine to be supplied in packs of both 50 doses and 100 doses per vial with sterile vaccine diluents.

Total bid price (in Rupees)

- A. For 50 doses pack.....Rupees
 B. For 100 doses pack.....Rupees

Signature of bidder

Name

Business Address

Place:

Date:

NOTE: In case of discrepancy between unit price and total price, the unit price shall prevail.

CHAPTER VI

BID FORM

Date

To,

Sh.Manish Kumar Diwaker

Under Secretary (LH)

Ground Floor, Left wing,

Department for Animal Husbandry & Dairying,

Ministry of Fisheries, Animal Husbandry & Dairying,

Government of India,

Chandralok Building,

36, Jan Path, New Delhi-110001

Ph.9650660330, email- mk.diwaker@nic.in

Subject:

Dear Sir,

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum No....., dated, thereceipt of which is here by confirmed. We now offer to supply and deliver conformity with your above referred documentfor the sum of.....(Description of goods and services)in (total bid amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this bid.

If our tender is accepted, we undertake to supply the goods and perform the services asmentioned above, in accordance with the terms and conditions of the contract.We agree to abide by this bid for a period of 24 Months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to keep our bid valid for acceptance, read withmodification, if any in subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We declare that,

- a. the information given above are true to the best of our knowledge
- b. if at any stage it is found/noticed by the DAHD that any information thus provided by us is untrue / incorrect partly or fully, the DAHD may not consider our application and may reject us or may take any appropriate action against us.
- c. partly / wrongly filled application and / or applications not in prescribedpro-
forma and / or applications not accompanying relevant documents /

enclosures / annexed documents are liable to be summarily rejected by DAHD

d. we shall submit additional documents whenever asked for by DAHD

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand blacklisted by any Central Govt. Authorities.

Place :

Date :

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

.....

CHAPTER VII

TENTATIVE MONTHLY QUANTITY TO BE OFFERED BY BIDDER

ITEM DESCRIPTION	MONTH OF SUPPLY	COMMITTEE MONTHLY QUANTITY FOR SUPPLY ACROSS INDIA
1. PPR Vaccine, Live Attenuated PPRV-Sungri 96 Strain in freeze-dried form for prophylactic vaccination against PPR of sheep & goats as a single subcutaneous dose in freeze-dried form	October 2021	
	November 2021	
	December 2021	
	January 2022	
	February, 2022	
2. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.	March, 2022	
	April, 2022	
	May, 2022	
3. After reconstitution with suitable diluent each dose of 2ml should contain minimum $10^{2.5}$ TCID ₅₀ of live PPR organisms	June, 2022	
	July, 2022	
	August, 2022	
	September, 2022	
4. Shelf life of the vaccines that are supplied shall be for a minimum period of one year at the time of supply.	October, 2022	
	November, 2022	
	December, 2022	
5. Vaccine to be supplied in pack of 50 doses/100 doses per vial with sterile vaccine diluents.	January, 2023	
	February, 2023	
	March, 2023	
	April, 2023	
	May, 2023	
	June, 2023	
	July, 2023	
	August, 2023	
	September, 2023	

CHAPTER VIII
AUTHORIZATION LETTER
(On Company / Firm Letter Head)

Ref No.

Date:

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING
OF BOARD OF DIRECTORS OF _____ ON ___ AT
_____ AT THE REGISTERED OFFICE OF THE COMPANY:

Authority for submission of Bid Document at DAHD for supply of PPR Vaccine for financial years 2021-2022 and 2022-2023.

“RESOLVED THAT the consent of Board be and is hereby accorded for Submission of Bid Documents at DAHD for empanelment for supply of PPR Vaccine for financial years 2021-2022 and 2022-2023”.

“RESOLVED FURTHER THAT Mr. _____, S/O _____ Mr. _____, Representative of the Company/Firm be and is hereby authorized to sign, execute and submit the Application and any other requisite documents as may be deemed necessary or expedient for the purpose, on behalf of the Company/Firm.”

“RESOLVED FURTHER THAT Mr. _____, S/O Mr. _____, Representative of the Company/Firm has authority to act on behalf of the Company/Firm and action taken by them will be binding on the Company/Firm”.

CERTIFIED TO BE TRUE

For

(Name of Directors)

(Name of Director)

_____ Authorized Signatory

CHAPTER IX

BANK GUARANTEE PROFORMA FOR EMD

Whereas.....(hereinafter called the "Bidder") has submitted its quotation datedfor the supply of PPR vaccine against the Issuer's tender enquiry No.

Know all persons by these presents that weOf (Hereinafter called the "Bank") having our registered office atare bound unto DAHD, New Delhi (hereinafter called the "Issuer") in the sum of.....for which payment will and truly to be made to the said Issuer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his bid by the Issuer during the period of its validity: -
 - a. Fails or refuses to furnish the performance security for the due performance of the contract. Or
 - b. fails or refuses to accept/execute the contract. Or
 - c. If it comes to notice that the information/documents furnished in its tender is incorrect, false,misleading or forged

We undertake to pay the Issuer up to the above amount upon receipt of its first written demand, without the Issuer having to substantiate its demand, provided that in its demand the Issuer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and anydemand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

CHAPTER X
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Tender Enquiry No: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the abovementioned 'Tender' from the web site(s)namely:as per your advertisement, given in the abovementioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.to.....(including all documents likeannexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Central Govt. Department.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHAPTER XI

LIST OF SCHEDULED BANKS

1. State Bank of India
2. Bank of Baroda
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Indian Bank
8. Indian Overseas Bank
9. Punjab National Bank
10. Punjab & Sind Bank
11. UCO Bank
12. United Bank of India
13. IDBI Bank Ltd.
14. Axis Bank Ltd.
15. Federal Bank Ltd.
16. HDFC Bank Ltd.
17. ICICI Bank Ltd.
18. IndusInd Bank Ltd
19. Kotak Mahindra Bank Ltd.
20. Yes Bank Ltd.

NOTE:

1. The bank guarantee and extension letter, if any, shall be furnished on a non-judicial stamp paper from any of the banks mentioned above, failing which the bid will be treated as non-responsive and rejected
2. The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.
3. DAHD reserves rights to accept or reject Bank Guarantee from any Bank.

CHAPTER XII INTEGRITY PACT (IP)

The Integrity Pact (IP) essentially envisages an agreement between prospective bidders, and DAHD, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those bidders, who commit themselves to IP with DAHD, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIB) / pre-bid stage, till the conclusion of the contract, that is, final payment or the warranty / guarantee period.

The Integrity Pacts would be implemented through an Independent External Monitor (IEM), being appointed by DAHD, in consultation with Central Vigilance Commission (CVC). The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEMs would examine complaints received by them and give their recommendations/views to Secretary of DAHD who would try to resolve them as soon as possible. In case the IEM finds a reason, he/she can report the matter to the Chief Vigilance Officer of the Department of Animal Husbandry, and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India. Recommendations of IEMs would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. The DAHD is in the process of empanelling the IEMs with the approval of CVC and as soon as they are appointed, information will be placed in the public domain.

CHAPTER XIII

CHECKLIST FOR BIDDERS

Name of the bidder

Address and contact details for future correspondences

#	Description	Yes/No/NA	Remarks
Tech 1	EMD of required amount for the quantity quoted in the required format		
Tech 2	Certificate of registration of the company /firm		
Tech 3	Copy of GST registration certificate indicating the goods to be supplied		
Tech 4	Copy of PAN no of the company/firm		
Tech 5	Copy of drug license issued by DCGI for manufacturing PPR Vaccine		
Tech 6	Write up as per CHAPTER IV		
Tech 7	Power of attorney in favor of the signatory		
Tech 8	Clause by clause commentary of technical specification.		
Tech 9	Tentative Monthly quantity to be offered by Bidder as per Chapter VI		
Tech 10	Duly signed self-declaration that the manufacturer has not been blacklisted by Central Government		
Tech 11	Tender Acceptance Letter as per CHAPTER X		

Fin 1	Price Schedule as per CHAPTER V		
Fin 2	Bid Form as per CHAPTER VI		
