



**Basic Details**

Organisation Chain	Department of Animal Husbandry, Dairying and Fisheries  Livestock Health Division - DADF		
Tender Reference Number	K-11053/53/2025-LH(E-39277)		
Tender ID	2026_DADF_894299_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft
	2	FDR
	3	Bankers Cheque
	4	Bank Guarantee

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Checklist for Bidder
		.pdf	Bid Submission Form (Form-I)
		.pdf	Authorization Letter (Form-II)
		.pdf	Bank Guarantee Proforma for EMD (Form-III)
		.pdf	Certificate of registration of the company or firm (Tec Form 1)
		.pdf	Copy of GST registration certificate indicating the goods to be supplied (Tec Form 2)
		.pdf	Copy of PAN no of the company or firm (Tec Form III)
		.pdf	Copy of drug license issued by DCGI for manufacturing Brucella Vaccine (Tec Form -IV)
		.pdf	As per CHAPTER IV (Tec Form - V)
		.pdf	As per CHAPTER III (Technical Form - VI)
		.pdf	Duly signed self-declaration

			not blacklisted by Central Government (Tec Form - VII)
		.pdf	Any other documents
2	Finance	.pdf	Financial Bid Form
		.xls	BOQ sheet

Tender Fee Details, [Total Fee in ₹ * - 0.00]			
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details			
EMD Amount in ₹	70,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	PAO, Sectt.1, DAHD	EMD Payable At	New Delhi

[Click to view modification history](#)

Work / Item(s)					
Title	Procurement of Brucella abortus Vaccine (10 Dose Pack)				
Work Description	Inviting bids for Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo (10 Doses Pack)				
Pre Qualification Details	Please refer tender document				
Independent External Monitor/Remarks	Yes, as per designated by Department				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	32,07,00,000	Product Category	Drugs and Pharmaceutical Products	Sub category	Brucella abortus Vaccine
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	730
Location	Krishi Bhawan, New Delhi	Pincode	110001	Pre Bid Meeting Place	CR No. 243, Krishi Bhawan, New Delhi
Pre Bid Meeting Address	CR No. 243, Krishi Bhawan, New Delhi	Pre Bid Meeting Date	23-Jan-2026 03:00 PM	Bid Opening Place	CR No. 243, Krishi Bhawan, New Delhi
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	16-Jan-2026 05:15 PM	Bid Opening Date	11-Feb-2026 03:00 PM
Document Download / Sale Start Date	16-Jan-2026 05:30 PM	Document Download / Sale End Date	09-Feb-2026 03:00 PM
Clarification Start Date	16-Jan-2026 05:30 PM	Clarification End Date	22-Jan-2026 12:00 PM
Bid Submission Start Date	24-Jan-2026 03:00 PM	Bid Submission End Date	09-Feb-2026 03:00 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT Document	239.25
Work Item Documents	S.No	Document Type	Document Name	Description
	1	Additional Documents	ContractForm.pdf	Contract Form
	2	Additional Documents	checklist.pdf	Checklist Form
	3	Additional Documents	FORM-II.pdf	AUTHORIZATION LETTER (Form II)
	4	Additional Documents	FORM-III.pdf	BANK GUARANTEE PROFORMA FOR EMD (FORM III)
	5	Tender Documents	Brucellabid10dose.pdf	Tender Document
				Document Size (in KB)
				106.46
				133.33
				133.02
				174.36
				905.81

6	BOQ	BOQ_940002.xls	BOQ	391.50
7	Additional Documents	FORM-I.pdf	BID SUBMISSION FORM (Form I)	355.24

### **Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	sushil.86.dahd@nic.in	SUSHIL KUMAR SINGH	SUSHIL KUMAR SINGH
2.	swaroop.chandel@mah.gov.in	Swaroop Omprakash	SWAROOP OMPRAKASH CHANDEL
3.	anirban.guha@gov.in	Aniban Singh	ANIRBAN GUHA
4.	drmalay.das@dahd.nic.in	Malay Das	MALAY DAS

### **GeMARPTS Details**

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	Vaccine Procurement under LHDCP
Document Name	ApproveNote.pdf
Document Size (in KB)	122.53

### **Tender Properties**

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

### **TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

### **Tender Inviting Authority**

Name	B.G. Mang
Address	Deputy Secretary, DAHD, GIO

### **Tender Creator Details**

Created By	Malay Das
Designation	Livestock Officer
Created Date	16-Jan-2026 03:45 PM

# **BIDDING DOCUMENTS**

FOR

Procurement of Brucella abortus Vaccine (10 Dose Pack)



सत्यमेव जयते

**Closing date and time for Receipt of Bids**

**09.02.2026 and 15:00 hours**

**Department of Animal Husbandry and Dairying**

**Government of India.**

## **DISCLAIMER**

1. 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 Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender document and obtain independent advice from appropriate sources.
2. DAHD will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), 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 statements contained in this Tender.
3. DAHD will not be responsible for any delay in receiving the proposals. The issue of this tender does not imply that DAHD is bound to select an Applicant or to appoint the Selected Applicant for the procurement of vaccines 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 reasons whatsoever. DAHD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted Tender Application.
4. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. DAHD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. 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 website of DAHD and CPP portal.

## **NOTICE INVITING TENDER (NIT)**

**Tender Reference number: K-11053/53/2025-LH(E-39277)**

**Tender Title: Inviting bids for Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo (10 Doses Pack)**

Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India invites e-Bids from the eligible and qualified Vaccine manufacturers for **Brucella abortus Vaccine** as per following details:

Item No.	Brief Description of Goods	Quantity
Brucella abortus Vaccine, Live, S 19 strain for prophylactic calf-hood vaccination of Cattle and Buffalo.	<ol style="list-style-type: none"><li>1. Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo.</li><li>2. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.</li><li>3. After reconstitution with suitable diluent, each dose of 2 ml should contain minimum <math>4 \times 10^9</math> CFU of live Brucella abortus organisms.</li><li>4. Shelf life of the vaccine supplied shall be for a minimum of one year, at the time of supply.</li><li>5. Vaccine to be supplied in 10 doses pack per vial with sterile vaccine diluent.</li></ol>	Quantity according to Schedule of requirement given in Chapter-III of Tender Document for delivery Up to maximum 5 focal points per States/UT's on PAN INDIA BASIS.

### **2. Important Dates and Places:**

#### **Work /Item(s)**

<b>Pre Bid Meeting Address</b>	CR No. 243, Krishi Bhawan, New Delhi	<b>Pre Bid Meeting Date</b>	23.01.2026
<b>Pre Bid Meeting Place</b>	CR No. 243, Krishi Bhawan, New Delhi	<b>Bid Opening Place</b>	CR No. 243, Krishi Bhawan, New Delhi

#### **Critical Dates**

<b>Publish Date</b>	16.01.2026	<b>Bid Opening Date</b>	11.02.2026
<b>Document Download / Sale Start Date</b>	16.01.2026	<b>Document Download / Sale End Date</b>	09.02.2026
<b>Clarification Start Date</b>	16.01.2026	<b>Clarification End Date</b>	22.01.2026
<b>Bid Submission Start Date</b>	24.01.2026	<b>Bid Submission End Date</b>	09.02.2026
<b>Financial Bid Opening Date</b>	To be Communicated later .....		

### **3. Specific instructions for e-tender participants:**

1. Bidders are requested to read the bidder's help document on the e-tender website link before proceeding for tendering.
2. The prospective bidder has to be registered in portal <https://eprocure.gov.in/eprocure/app>. In order to submit the tender electronically, bidders are required to have a valid digital signature certificate.
3. The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> after registration.
4. The submission of the online tender can only be done at <https://eprocure.gov.in/eprocure/app>.
5. All prospective bidders are requested to attend the pre bid meeting as per the time and venue mentioned in this tender document.
6. Bid Security should be deposited in the form of a Pay order/ Demand Draft of a scheduled bank (annexed) drawn on PAO, Sectt.1, 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. The last date for filing of bids, complete in all respects, is at **09.02.2026, 1500 hours**.
10. The Bid Documents are not transferable.
11. The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to make in India; MSE; Start-ups etc.)
12. The purchaser may reject all bids without assigning any reason thereof.
13. Any query regarding this NIT may be sent to **bg.mang@nic.in**. Reply will be furnished as per the provisions of the documents.
14. For any assistance regarding CPP Portal please contact. Helpdesk provided at "contact us" at CPP Portal <https://eprocure.gov.in/eprocure/app>
15. The price schedule is given in PDF format for bidders' information. However, the price bid in Excel format needs to be downloaded from portal and upload duly filled in Price bid in Excel format at the respective place on the portal.

-Sd-  
Deputy Secretary

DAHD

Place: New Delhi

Date:

## **TABLE OF CONTENTS**

<b>S. No</b>	<b>SUBJECT</b>	<b>PAGES</b>
CHAPTER I	INSTRUCTIONS TO BIDDERS	7-14
CHAPTER II	SCHEDULE OF REQUIREMENTS	15
CHAPTER III	SPECIAL TERMS AND CONDITIONS FOR BRUCELLA	16-26
CHAPTER IV	QUALIFICATION CRITERIA	27-28
FORM -I	BID SUBMISSION FORM	29-30
FORM -II	AUTHORIZATION LETTER	31
FORM -III	BANK GUARANTEE FORM FOR EMD	32
FORM -IV	PRICE BID FORMAT	33
FORM -V	BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	34
FORMAT -I	CONTRACT FORM/ LETTER OF ACCEPTANCE	35
ANNEXURE I	LIST OF SCHEDULES BANKS	36
ANNEXURE II	INTEGRITY PACT	37
ANNEXURE III	CHECK LIST FOR BIDDER	38
ANNEXURE IV	SOP FOR TESTING OF VACCINES	39

## **CHAPTER –I:** **INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION:**

A.1. Department of Animal Husbandry is implementing universal vaccination Programme under Live Stock Health and Disease Control Programme against vaccine preventable diseases like FMD, Brucellosis, PPR and Classical Swine Fever (CSF). The present tender is related to procurement of vaccines for Brucella abortus vaccine for vaccination of calves.

### **B. The Tender Document.**

B.1. Basic Tender Details:

The Tender Document (hereinafter referred to as the Tender Document) details the terms and conditions for entering into a contract for the supply of the Goods as detailed in Section VI: “Schedule of Requirements” (hereinafter referred to as ‘the Goods’). Bidders must go through the Tender Document for further details.

#### **1. ELIGIBLE BIDDERS**

- 1.a. This Invitation for Bid is open to all the eligible manufacturers of Brucella abortus Vaccine having valid license from DCGI (Drug Controller General of India) for manufacturing of Brucella Abortus Vaccine with quality assurance as per the IP-Vet.
- 1.b. Third party dealers and distributors/suppliers/marketer/agents are not eligible.
- 1.c. The interested bidder should be in relevant business for at least past 3 years.
- 1.d. Consortium/Joint ventures are not allowed.
- 1.e. The participating bidders should have the Good Manufacturing Practices (GMP) certified manufacturing facilities with requisite approvals from DCGI.
- 1.f. For detailed qualification criteria please refer to CHAPTER-IV of this tender document.

#### **2. Conflict of Interest.**

- 2.a. Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest by signing in form- I
- 2.b. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
  - 2.b.i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - 2.b.ii. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
  - 2.b.iii. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. or
  - 2.b.iv. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
  - 2.b.v. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

**2.b.vi.** would be providing goods, works, or non-consulting services resulting from or directly

**2.b.vii.** has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

### **3. PREBID MEETING:**

- 3.a.** Prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified therein.
- 3.b.** Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- 3.c.** The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the NIT. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.
- 3.d.** The pre-bid conference may also be held online at the discretion of the Procuring Entity.
- 3.e.** After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB-clause 7.2 above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

### **4. TENDERING EXPENSES**

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

### **5. PREPARATION AND SUBMISSION OF THE BID:**

#### **5.a. Language of Tender**

- 5.a.i.** The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 5.a.ii.** The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, 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.b.** The bidder shall submit the duly completed bids as per scheduled date and time specified

in the Notice Inviting Tender (NIT), 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:

**5.b.i. Technical Bid:**

Technical Bid should contain the following documents: Bid Security/ Earnest money is to be submitted physically (DEPUTY SECRETARY, Room no. 406. B- wing, Shastri Bhawan, Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, New Delhi-110001, email: [bg.mang@nic.in](mailto:bg.mang@nic.in), Landline number 011-23385684) in accordance with Clause 8. Scanned copy of EMD should be uploaded on the CPP Portal.

- Signed and scanned copy of documents as listed below:

S. No	Document details	Name of the document	Remarks
1	Bid Submission Form	Form I	To be provided by bidder
2	Power of Attorney/ Authorization from Board of Directors/Competent Authority authorizing the person to sign the bidding document before uploading on portal <b>(Form-II)</b>	Form-II	To be provided by bidder
3	Bid Security/ Earnest Money Deposit (EMD)	Form- III	To be provided by bidder
4	Certificate of registration of company / firm	Technical Form 1	To be provided by bidder
5	GST registration certificate	Technical Form 2	To be provided by bidder
6	PAN of the company/firm	Technical Form 3	To be provided by bidder
7	Copy of valid drug license issued by DCGI for commercially manufacturing and supply of Brucella Vaccine as per the strain given in this tender	Technical Form 4	To be provided by bidder
8	If the bidder has applied for revalidation of drug license, same should be informed to the Purchaser with a copy of letters/certificates from the concerned department/authority before the finalization of bid		To be provided by bidder
9	Brief write-up as per <b>Chapter IV</b>	Technical Form 5	To be provided by bidder
10	Clause by clause commentary on Technical specifications as per <b>CHAPTER III</b>	Technical Form 6	To be provided by bidder
11	Duly signed self-declaration that the Manufacturer has not been blacklisted by Central Government	Technical Form 7	To be provided by bidder

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

**5.b.ii. Financial Bid :** The Financial BID should contain the following:

- a. PRICE SCHEDULE as prescribed at Form-IV : 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 summarily rejected
- iv. Bid sent by fax/e-mail will be ignored

**5.c. Bid Quantity and Contract Validity**

- a. DAHD intends to purchase 2.2 crore doses (1.1 Crore doses in 10 dose pack annually) of Brucella Vaccine for two years. Bidders should mention the quantity of vaccine doses they would be in a position to supply month wise (refer Chapter IV).
- b. 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.
- c. Contract will be valid for two years from the date of signing the contract. The validity of the contract may be extended for two year, one year at a time on mutual agreement i.e agreed by Purchaser and Manufacturer.

**5.d. Bid Prices:**

- I. The Bid price of the goods shall comprise of the rate /pack (vial) of vaccines for 10 doses packs) inclusive of all taxes, duties and transport Up to maximum 5 focal points per States/UT's on PAN INDIA BASIS. The bidder shall indicate all such price components in their bid, as required in clause 5.D.I.
- II. 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.
- III. The price schedule/BOQ shall have to be submitted online in the given format.

**5.e. Bid Currencies**

The bidder shall quote prices only in Indian Rupees.

6. **Bid Offer Validity** : Bids shall remain valid for a period of **minimum of 180 days** from date of submission of bid. A bid valid for a shorter period shall be treated non- responsive and rejected.

**7. Documents Establishing Bidders' Eligibility and Qualification**

- a. 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 Clause 3 of CHAPTER III-Technical Specifications). 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 nits bid
- b. In case there is any variation and/or deviation between the goods & services prescribed by the Purchaser 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.
- c. 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.

**8. Bid Security /Emd**

- 8.a. Bid security of Rs. 70 Lakh (Rupees Seventy Lakhs only) shall be provided by the interested bidder to the Purchaser. 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 Purchaser before opening of Bid.
- 8.b. The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in any one of the following forms:
  - 8.b.i. Account Payee Demand Draft/Pay order
  - 8.b.ii. Fixed Deposit Receipt
  - 8.b.iii. Banker's Cheque
  - 8.b.iv. Bank Guarantee
- 8.c. The demand draft/ pay order / fixed deposit receipt / banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of "PAO Sectt. 1, 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 **Annexure-I** of Tender Document.
- 8.d. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 8.e. EMD of unsuccessful tenderers will be returned without any interest, but not later than thirty days after notification of the award of work. 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.
- 8.f. 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 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.

8.g. MSEs/Start-ups are exempted from submission of EMD in accordance with extant Government guidelines

## **9. 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 initialed by the authorized person signing the bid.

## **10. Deadline For Submission Of Bids**

10.a. Bids must be received by the purchaser no later than the time and date specified in the Tender Document or its corrigendum (if any).

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

## **11. Late Bids**

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

## **12. 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.

## **13. Opening of Bids**

13.a. The Technical Bid shall be opened at the specified date and time indicated in the NIB.

13.b. In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be opened at the appointed time on the next working day.

13.c. 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.

13.d. 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

13.e. 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

13.f. Price bids will be opened after giving suitable notice to qualifying bidders

## **14. EVALUATION OF BIDS AND DECLARATION OF RESULTS**

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.

## **15. PRELIMINARY SCRUTINY OF BIDS**

15.a. 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.

15.b. The bids shall be declared unresponsive and ignored under the following circumstances-

- i. Required EMD (Amount, validity etc.) documents have not been provided
- ii. The Bid form (as per Form-I (signed and stamped)) not enclosed.
- iii. Tender validity is shorter than the required period.
- iv. Goods offered not meeting specifications in the tender enquiry.
- v. The license issued by DCGI is not valid/absence of license for manufacturing the said strains specified in the tender.
- vi. Bidder has not agreed to condition(s) in the tender enquiry document.
- vii. Poor/ unsatisfactory past performance.

## **16. DISCREPANCIES IN PRICES**

16.a. 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 purchaser 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.

16.b. 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

16.c. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clauses 16(a) and 16(b) above.

16.d. If, as per the judgement of the purchaser, 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 purchaser, the bid is liable to be ignored.

## **17. Evaluation of the Bids**

17.a. Technical bids should be analyzed and evaluated by a Tender Evaluation Committee (TEC) constituted by the DAHD.

- 17.b.TEC 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 award of work.
- 17.c.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
- 17.d.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 awarded by the Purchaser (DAHD)
- 17.e.Based on the L1 rate so discovered, DAHD will invite the remaining technically qualified eligible bidders to agree to supply the Brucella vaccine at the discovered L1 rate
- 17.f.Successful technically qualified bidders who have agreed to supply Brucella vaccine at the discovered L1 rate shall be selected and accepted. The required quantity will be splitted in the ratio of upto 50:30:20 among L1, L2 and L3 bidders at L1 rates. In case L1 bidder offers less than 50% of the quantity, but more than 20% of the quantity, supply order will be issued accordingly. The leftover allocation of L1 bidder along with the original allocation (30%) will be offered to L2 bidder. The process will be continued with L2 Bidder and L3 bidders subject to condition that no supplier gets more than 50% of the quantity.

*Illustration: In case L1 bidder offers 30%, L1 bidder will be given Supply order for 30% of the quantity. L2 bidder will be offered 50% and soon. The process will be continued until the supply orders are given for the entire quantity. The offer to the suppliers shall be strictly in the order of L1, L2,L3,L4..... All the orders will be given only at L1 rates only.*

*All procurement shall be carried out at the discovered L1 rates, including procurement from multiple suppliers, wherever applicable.*

## **18. NOTIFICATION OF AWARD:**

- 18.a.Successful selected bidders shall be given letter of award(LoA) after completion of the bid evaluation process
- 18.b.DAHD shall notify the successful bidders in writing by letter or by email that its application has been accepted, and the award is valid for the specified period at the discovered L1 bid price as mentioned in the award letter
- 18.c.The applicant shall acknowledge in writing, receipt of the notification of award and shall send his acceptance within seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the award.

## **19. The Procuring Entity's Rights:**

- 19.a.i.**Right to Vary Quantities at the Time of Award:  
At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in Section II: Schedule of Requirements,

provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document).

- 20. Performance Security:** Within 7 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA), performance Security in terms of *Clause 10 of Chapter III- Terms and Conditions* shall be submitted by the contractor to the purchaser. If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Purchaser at its discretion to annul the award and enforce Bid Security, besides taking any other administrative punitive action.

**21. Signing of Contract:**

- 21.a. Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format -I: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the awarded manufacturers.

**22. Purchasers's Right To Accept Any Bid And Or To Reject Any Orall 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 purchaser's action. Appropriate decision will be taken by the purchaser as per law and communicated to the bidders. After pre- bid meeting and taking part in tender, questioning of bid document condition & bidding process shall not be entertained.

**23. Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contract. All bidders shall enter into an Integrity Pact as per Annexure-II.

**24. Forfeiture of EMD/PBG :**

If, at any stage of the tendering process, a bidder is found to have been blacklisted/debarred despite declaring otherwise, the bid shall be rejected forthwith, and the bidder shall be barred from future participation, with forfeiture of EMD/PBG, as applicable.

**CHAPTER II**  
**SCHEDULE OF REQUIREMENTS**

<b>Item No.</b>	<b>Brief Description of Goods/technical specification</b>	<b>Quantity</b>	<b>Delivery</b>
Brucella abortus Vaccine, Live, S 19 strain for prophylactic calf-hood vaccination of Cattle and Buffalo.	<ol style="list-style-type: none"> <li>1. Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form. for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo.</li> <li>2. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.</li> <li>3. After reconstitution with suitable diluent, each dose of 2 ml should contain minimum <math>4 \times 10^9</math> CFU of live Brucella abortus organisms.</li> <li>4. Shelf life of the vaccine supplied shall be for a minimum of one year, at the time of supply.</li> <li>5. Vaccine to be supplied in pack of 10 doses per vial with sterile vaccine diluent.</li> </ol>	<b>2.2 Crore doses in 10 dose pack to be supplied in 24 months i.e 1.1 Crore dose annually</b>	Up to maximum 5 focal points per States/UT's on PAN INDIA BASIS within 20 days of placing the delivery order.

**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 Brucella 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.

## **CHAPTER III**

### **TERMS AND CONDITIONS OF THE CONTRACT:**

#### **1. General**

##### **1.1. Tenets of Interpretation**

Unless where the context requires otherwise, throughout the contract:

- 1.1.1. The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.1.2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 1.1.3. Words in the singular include the plural and vice-versa.
- 1.1.4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.1.5. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897.
- 1.1.6. Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- 1.1.7. Any reference to 'Contract' shall be deemed to include all other documents.
- 1.1.8. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

##### **1.2. Definitions**

In the contract, unless the context otherwise requires:

- 1.2.1. "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 1.2.2. "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 1.2.3. "Bidder" means any person or firm or company, including every artificial juridical person person not falling in any of the descriptions Of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- 1.2.4. "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 1.2.5. "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further dispatch to the ultimate consignee.

- 1.2.6. “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’, ‘rate contract’ or ‘framework contract’ or ‘Letter of Award – LoA’ (letter or memorandum communicating to the contractor the acceptance of his bid) or ‘Agreement’ or a ‘repeat order’ accepted/acted upon by the contractor or a ‘formal agreement’, under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 1.2.7. “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ under specific contexts) means the person, firm, company with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
- 1.2.8. “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 1.2.9. “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 1.2.10. "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- 1.2.11. “Government” means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 1.2.12. “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 1.2.13. “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
- 1.2.14. “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 1.2.15. “Parties”: The parties to the contract are the "Contractor" and the Procuring Entity, as

defined in this clause;

- 1.2.16. "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 1.2.17. "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract -The consignee at his premises; or Where so provided, the interim consignee at his premises; or A carrier or other person named in the contract for transmission to the consignee: or The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.
- 1.2.18. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds(e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 1.2.19. "The Procuring Entity" means the entity in The Procuring Organization procuring Goods or Works or Services;
- 1.2.20. "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 1.2.21. "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
- 1.2.22. "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- 1.2.23. "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.; "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": "Tender Process" is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- 1.2.24. "Test" means such test as is prescribed by the particulars governing the construction ,manufacture or supply of Goods as may be prescribed by the contract or considered

necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

1.2.25. “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

### 1.3. Abbreviations:

- 1.3.1. BOQ Bill of Quantities (Excel sheet of Price Schedule)
- 1.3.2. CFR Cost and Freight (port of destination)
- 1.3.3. CGST Central Goods and Services Tax
- 1.3.4. CIF Cost, Insurance & Freight (port of destination)
- 1.3.5. CPPP Central Public Procurement Portal
- 1.3.6. DAP Delivered at Place (Destination)
- 1.3.7. DoE Department of Expenditure
- 1.3.8. DP Delivery Period
- 1.3.9. DPIIT Department for Promotion of Industry and Internal Trade
- 1.3.10. DSC Digital Signature Certificate
- 1.3.11. e-RA Electronic Reverse Auction
- 1.3.12. EFT/ NEFT (National) Electronic Funds Transfer
- 1.3.13. FDI Foreign Direct investment
- 1.3.14. FOR Free on Road
- 1.3.15. GCC General Conditions of Contract
- 1.3.16. GeM Government e-Marketplace
- 1.3.17. GRIR Goods Receipt and Inspection Report
- 1.3.18. GST Goods and Services Tax
- 1.3.19. IPR Intellectual Property Rights
- 1.3.20. INR Indian Rupee
- 1.3.21. ITB Instructions To Bidders
- 1.3.22. LoA Letter of Award (Acceptance)
- 1.3.23. MII Make in India
- 1.3.24. MSE Micro and Small Enterprises
- 1.3.25. MSE Micro, Small and Medium Enterprises
- 1.3.26. MSMED MSME Development (Act)

- 1.3.27. NIT Notice Inviting Tender
- 1.3.28. OEM Original Equipment Manufacturer
- 1.3.29. PVC Price Variation Clause
- 1.3.30. PAN Permanent Account Number
- 1.3.31. PC (Indian) Penal Code
- 1.3.32. PPD Procurement Policy Division
- 1.3.33. PQB Pre-Qualification Bidding
- 1.3.34. RAP Reverse Auction (Process)
- 1.3.35. RCM Reverse Charge Mechanism
- 1.3.36. SC Scheduled Caste
- 1.3.37. ST Scheduled Tribe
- 1.3.38. TCS Tax Collected at Source
- 1.3.39. TDS Tax Deducted at Source
- 1.3.40. TIA Tender Inviting Authority
- 1.3.41. TIS Tender Information Summary

## **2. The Contract**

- 2.1. Language of Contract: Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
- 2.2. The Entire Agreement: This Contract and its documents) constitute the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.
- 2.3. Severability: If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
- 2.4. Parties: The parties to the contract are the contractor and the Procuring Entity, as defined in Scope of Supply and Technical Specifications:

## **3. Scope of Supply and Technical Specifications:**

### **3.1. Licence:**

- 3.1.1. The Brucella 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.

### 3.2. Technical Specifications:

- 3.2.1. Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo.
- 3.2.2. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.
- 3.2.3. After reconstitution with suitable diluent, each dose of 2 ml should contain minimum  $4 \times 10^9$  CFU of live Brucella abortus organisms.
- 3.2.4. Shelf life of the vaccine supplied shall be for a minimum of one year, at the time of supply.
- 3.2.5. Vaccine to be supplied in 10 doses pack per vial with sterile vaccine diluent.
- 3.2.6. Each batch of supply of vaccine should be accompanied with In-house Certification of Analysis (COA).
- 3.2.7. Temperature Monitoring Card shall be provided in each box by the manufacturer to assess the cold chain maintenance.

## 4. LABELLING:

- 4.1. Packing and labelling shall appear in English language and shall confirm to provisions of applicable Indian Pharmacopeia 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 female bovine calf, indicating the number of live organisms present in the final reconstituted vaccine.
- 4.2. All vials and other packing should contain label/ stamped as: **MANUFACTURED BY “COMPANY/FIRM’s NAME AND ADDRESS” “SUPPLIED FOR LHDGP, 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.
- 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 Brucella Vaccine produced from the 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 random sampling at the time of delivery for QC testing of vaccine doses at the focal point in accordance with the approved SOPs of ICAR, at the designated laboratories.
- 5.6. DAHD reserves the right to conduct the test for potency from the vial kept at Head Standardization, IVRI, Bareilly within the shelf-life period of vaccine.

## **6. PACKAGING:**

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:

- 6.1.1.brief description of goods
- 6.1.2.contract no. and date
- 6.1.3.supplier's name and address
- 6.1.4.packing list reference number
- 6.1.5.batch number(s) of vaccine and
- 6.1.6.consignee's name and full address
- 6.1.7.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 Purchaser in soft copy 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. PERFORMANCE SECURITY DEPOSIT:**

Security Deposit: The successful bidder shall furnish a Performance Security equivalent to 5% of the total contract value in the form of a Bank Guarantee (Form-V). In case the Supplier fails to deliver the goods or perform the services as per the terms and conditions of the contract, the Performance Security shall be forfeited, without prejudice to any other remedies available to the Purchaser under the contract and applicable law.

## **9. Price Terms:**

- 9.1. Prices shall be quoted in INR on an F.O.R. (Free on Road) delivery basis up to the designated delivery locations, inclusive of all applicable taxes, duties, freight, insurance and incidental charges. No extra charges shall be payable beyond the quoted price.

## **10. CONTRACT PERIOD.**

- 10.1. Contract will be valid for two years from the date of signing the contract. The validity of the contract may be extendable for 01 year mutually on same terms and conditions.
- 10.2.The successful bidders shall ensure delivery of the contracted quantity of vaccines within two years from the date of signing of contract agreement. In the event of extension of the contract, the doses to be supplied shall be modified proportionately.
- 10.3.The LHDCP scheme is expected to continue after 31<sup>st</sup> March 2026. The procurement under these tenders shall be subject to the continuation of the LHDCP scheme. In case, the scheme is not continued beyond 31.03.2026, the procurement through these two tenders shall not be carried out.

## **11. Communication of Requirement of Vaccine Doses:**

- 11.1.The purchaser/DAHD shall provide the tentative requirement of vaccine doses every three months. The suppliers shall ensure that vaccine batches are manufactured as per the requirement and inform DAHD about details of the vaccines available for lifting samples for quality testing and the tentative date for collection of samples.

## **12. Testing and Testing and Quality Assurance of Vaccine Batches:**

- 12.1.The Purchaser shall be provided a period of seven (7) days for collection of samples for pre delivery inspection and testing. Such samples shall be collected from the Supplier's manufacturing premises/works. The seven-day period shall commence from the date the Supplier submits a written request to the Purchaser for pre-delivery inspection. Any delay in inspection/testing results beyond this period shall be regularized or relaxed without levying Liquidated Damages.
- 12.2.The designated laboratories shall complete the testing of vaccine batches for all prescribed parameters as per the Standard Operating Procedures (SOPs) within the stipulated time period after receipt of samples. The test results shall be communicated to DAHD, which in turn will apprise the Supplier.
- 12.3. The Supplier shall, if required, provide self-certified records and details of production to the Purchaser or to his authorized representative. The testing of batches of Vaccine produced by manufacturers shall be carried out by the Purchaser or his authorized representative, strictly in accordance with the SOPs of ICAR-approved laboratories notified/approved by DAHD at the designated laboratories.
- 12.4.DAHD reserves the right to conduct random sampling and testing of vaccine doses supplied to the field, in accordance with the approved SOPs of ICAR, at the designated laboratories.

## **13. Purchase/Dispatch Order and Supply:**

- 13.1.DAHD shall issue the Purchase/Dispatch order to the successful bidders at the time of contract agreement for the whole quantity allocated to them while dispatch order/ supply order will be given to the empaneled bidders after getting the QC result passed from the designated laboratories.

## **14. Delivery Locations:**

- 14.1.The Purchaser shall designate delivery points Up to maximum 5 focal points per States/UT's on PAN INDIA BASIS. The delivery points shall be conveyed by the Purchaser at the time of placement of dispatch orders.

## **15. Delivery Time Limit**

- 15.1.Maximum delivery time for supply of Brucella vaccine will be 20 days from the date of placing the purchase/dispatch order or as stated in the Contract.

## **16. Payment:**

- 16.1.The payment to the supplier by the Purchaser will be subject to fulfilment of following conditions:
- 16.2.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.
- 16.3.Submission of duly signed certificate / letter of receipt of vaccine by the consignee.
- 16.4.Passed Report of quality testing report issued by the designated laboratory
- 16.5.Any other condition as per the "Contract"

16.6.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.

## **17. Variation in Tendered Quantity.**

17.1.The Purchaser shall not be bound to accept the entire bid quantity of vaccines. The actual quantity to be procured and accepted shall depend upon program requirements, satisfactory test results.

## **18. Liquidated Damages:**

18.1.In the event of delay in manufacturing the stipulated vaccine doses as per the requirement in Clause 11 of Terms and Conditions, liquidated damages shall be levied at the rate of 0.5% of the value of the goods for every week or part thereof.

18.2.In the event of delay in supply after the issue of purchase /dispatch order. within the stipulated time, liquidated damages shall be levied at the rate of 0.75% of the value of the delayed goods per week or part thereof.

18.3.Liquidated damages are recoverable from all/any of the moneys due to the contractor. In case of insufficient moneys, the damages are recoverable from Performance Bank Guarantee (PBG).

## **19. General:**

19.1.All terms and conditions of this tender shall be governed by the General Financial Rules (GFR), the Manual for Procurement of Goods and the Government e-Marketplace (GeM) portal guidelines. The Supplier shall comply with all applicable rules, procedures and provisions specified therein.

19.2. In case of any dispute, difference or matter requiring clarification arising out of or relating to the interpretation of the tender terms, evaluation of bids or execution of the contract, the decision of the Department of Animal Husbandry and Dairying (DAHD), Government of India, shall be final and binding on all parties.

## **20. Confidential information:**

20.1.All information and documents to be exchanged pursuant to the agreement will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

20.2. All Confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant imply any license, interest or right to the Recipient In respect to any intellectual property right of the other party.

20.3.Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this Agreement will not be transmitted to a third party, unless otherwise agreed by the parties.

## **21. Amendment**

21.1.No amendment of any provision of this AGREEMENT shall in any event be effective unless the same has been mutually agreed and made in writing by both the parties.

## **22. Indemnity:**

22.1.The supplier shall indemnify and keep DAHD indemnified against all losses or claims for injuries or damages whatsoever which may arise out or in consequent of the execution of any part/ term(s) of the AGREEMENT. Provided that the circumstances and situations which may arise out of

22.2.Force Majeure condition shall not covered under this clause.

## **23. Arbitration**

23.1.The court of Delhi shall have the jurisdiction. In the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement between the parties, the matter may be resolved via mutual understanding and negotiation.

## **24. Assignment:**

24.1.Neither party shall have the right to assign this agreement without the other party's prior written consent provided, however, that each of the party hereto reserves the right in its sole discretion assign its right and obligations under this agreement to a wholly owned affiliate provided that assignee shall furnish an undertaking agreeing to be bound by the terms of this agreement.

24.2.In case any dispute arises between DAHD and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Secretary, DAHD with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language.

## **25. Jurisdiction of Court**

25.1.In the event of any further dispute after conciliation/ arbitration relating to or arising out of this agreement between the parties, the same shall be settled by the Competent Court at Delhi/ New Delhi.

## **26. Notices**

26.1.Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due, addressed to the parties at the registered addresses or such changed addresses as will be duly notified by the Parties to each other from time to time.

## **27. Termination due to Default:**

27.1.1. Defaults and Breach of Contract: In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia: Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

27.1.2. As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies.

After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

27.1.3. Terminations for Default: Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

27.1.4. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

## 27.2. Contractual Remedies for Breaches/Defaults or Termination for Default

27.2.1. If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

27.2.1.1. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

27.2.1.2. Recover liquidated damages and invoke denial clause for delays.

27.2.1.3. Encash and/ or Forfeit performance or other contractual securities.

27.2.1.4. Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement.

## 28. Force Majeure:

28.1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the occurrence of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, storms, strikes, lockouts, change in law, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the affected party thereby shall give a notice in writing to the other parties within 15 days of such occurrence or cessation. Parties shall then mutually work out the future course of action.

## 29. Waiver

29.1. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party.

## 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 Brucella 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 (OEM) should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant financial year.
5. For the purpose of this bid, 'same or similar category' shall mean animal vaccines that the bidder has supplied in the past.
6. Bidder (OEM) shall submit certificate of the manufacturing and supplying same or similar Category Products for last three financial years. For the purpose of this bid, 'same or similar category' shall mean animal vaccines that the bidder has supplied in the past.
7. Bidder Turnover: The bidder shall have an average annual financial turnover of at least 8 Crore per annum during the last three financial years. Documentary evidence in the form of audited balance sheets or certificates from a Chartered Accountant and such certificate must invariably bear a valid UDIN (Unique Document Identification Number) and shall be submitted in support of the same.
8. Relaxation to Micro or Small Enterprise: "If the bidder is a Micro or Small Enterprise as per latest definitions under MSE rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.”,
9. Relaxation to Start Ups: If the bidder is a Start-up, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
10. For evaluating the past performances/turnover/experience etc, the last three completed financial years immediately preceding the bid opening date shall be considered. Since, the bid is published in the financial year 2025-26, the financial years considered for evaluation will be: FY 2024-25, FY 2023-24 & FY 2022-23.
11. The bidder shall have minimum production capacity of at least 20% of the required quantity.
12. The bidder shall furnish a brief write-up including:
  - a. Production Capacity (Monthly and Yearly)
  - b. Expansion Plan (if any)

- 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.
13. The bidder should not be blacklisted by Central Government.

**FORM- I**  
**BID SUBMISSION FORM**

DEPUTY SECRETARY,  
Department for Animal Husbandry & Dairying, Ministry of  
Fisheries, Animal Husbandry & Dairying, Government of  
India,  
New Delhi-110001 Ph.- , email-

**Subject: SUBMISSION OF BIDS FOR SUPPLY OF BRUCELLOSIS VACCINE**

Dear Sir,

We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment/corrigendum No....., dated ....., the receipt of which is here by confirmed. We now offer to supply and deliver conformity with your above referred document for 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 as mentioned above, in accordance with the terms and conditions of the contract. We agree to abide by this bid for a period of 180 days 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 with modification, 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,

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned "Tender" from the web site(s) namely: .....as per your advertisement, given in the above-mentioned 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 like annexure(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 above-mentioned 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/ PSU/ Board/Autonomous Body/Any other public authority.
6. I /We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to

submit an offer to restrict competition.

7. 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.

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**

.....

FORM -II

**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 \_\_\_\_\_ THE  
REGISTERED OFFICE OF THE COMPANY:

Authority for submission of Bid Document at DAHD for supply of *Brucella* Vaccine for financial year 2026.

“RESOLVED THAT the consent of Board be and is hereby accorded for Submission of Bid Documents at DAHD for supply of *Brucella* Vaccine for year 2026”.

“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

### FORM- III

#### **BANK GUARANTEE PROFORMA FOR EMD**

Whereas.....(hereinafter called the “Bidder”) has submitted its quotation dated .....for the supply of *Brucella* vaccine against the Purchaser’s tender enquiry No. ....

Know all persons by these presents that we .....Of (Hereinafter called the “Bank”) having our registered office at .....are bound unto PAO, Sectt. 1, DAHD, New Delhi (hereinafter called the “Purchaser”) in the sum of.....for which payment will and truly to be made to the said Purchaser, 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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 any demand 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

**FORM IV**  
**PRICE BID FORMAT**

Item Description	Type of packing	Unit cost (FOR delivered up to maximum 5 focal points per States/Ut's on PAN INDIA BASIS.) (Rate in INR)
(a)		(b)
Brucella abortus Vaccine, Live, S 19 strain in freeze-dried form for prophylactic calf-hood vaccination against Brucella abortus of cattle and buffalo	10 doses pack	
<b>Total</b>		

**Note:**

1. The rate quoted by bidder in column (b) in above is inclusive of all cost/charges for manufacturing, delivery and any other incidental charges that may arise while fulfilling the demand under this tender.
2. GST applicable will be payable over and the cost quoted in column (b)
3. The reconstituting sterile diluent to be supplied by the manufacturer along with the vaccine.
4. After reconstitution with suitable diluent, each dose of 2 ml should contain minimum  $4 \times 10^9$  CFU of live Brucella abortus organisms. Shelf life of the vaccine supplied shall be for a minimum of one year at the time of supply.
5. Vaccine to be supplied in packs of 10 doses per vial with sterile vaccine diluents.

Total bid price (in Rupees)

A. 10 doses pack.....Rupees.

Signature of bidder

Name Business Address

Place: Date:

**NOTE:**

***1) In case of discrepancy between price in words and numbers, the price in numbers shall prevail.***

## FORM-V

### Bank Guarantee Format for Performance Security

**DEPUTY SECRETARY,**  
**Department for Animal Husbandry & Dairying,**  
**Ministry of Fisheries, Animal Husbandry & Dairying**  
**Room no. 406. B- wing,**  
**Shastri Bhawan,**  
**Government of India, New Delhi-110001,**  
**email: [bg.mang@nic.in](mailto:bg.mang@nic.in),**  
**Landline number 011-23385684)**

Whereas..... (name and address of the contractor)  
(hereinafter called "the contractor") has undertaken, in pursuance of contract no .....  
date..... to supply..... (description of goods and Works/ Services) (hereinafter called  
"the contract").

And Where as you have stipulated it in the said contract that the contractor shall furnish you with a bank  
guarantee by a Scheduled Commercial bank for the sum specified therein as security for compliance with  
its obligations as per the contract;

And Where as we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the  
contractor, up to a total of .....(amount of the guarantee  
in words and figures), and we undertake to pay you, upon your first written demand declaring the  
contractor to be in default under the contract and without cavil or argument, any sum or sums within the  
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons  
for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before

presenting us with demand. We further agree that no change or addition to or other modification of the  
terms of the contract to be performed thereunder or of any of the contract documents which may be  
made between you and the contractor shall in any way release us from any liability under this guarantee,  
and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the  
.....\*(branch) is

liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this  
Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or  
demand and received by us at our .....\* branch on or before Dt..... otherwise, the  
bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

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

**Format- I**  
**Contract Form (Ref Clause 21 of ITB)**

[Complete address of the Purchaser]

Contract No..... dated.....

To Contractor [Write Name]

[Complete address of the contractor]

Subject: -----

Ref: 1. This office' Letter of Award (LoA) No..... dated .....

2. This office Tender Document No. Tend No./ xxxx; Tender Title: GOODS, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated ..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted.

Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including Terms and Conditions of Contract) shall also be part of this contract. Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the Terms and conditions of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s  
authorized official)

.....

(Signature, name, and address of the contractor's executive  
duly authorized to sign on behalf of the contractor) For and  
on behalf of .....

(Name and address of the contractor) .....

(Seal of the contractor)

Place:\_\_\_\_\_ Date:

**ANNEXURE- I**  
**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.

## **ANNEXURE- II**

### **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.

**ANNEXURE- III**  
**CHECKLIST FOR BIDDERS**

Name of the bidder

Address and contact details for future correspondences

#	Description	Yes/No/ NA	Remarks
Form I	Bid Submission Form		
Form II	Power of attorney in favor of the signatory		
Form III	EMD of required amount for the quantity quoted in the required format		
TF-I	Certificate of registration of the company /firm		
TF-II	Copy of GST registration certificate indicating the goods to be supplied		
TF-III	Copy of PAN no of the company/firm		
TF-IV	Copy of drug license issued by DCGI for manufacturing <i>Brucella</i> Vaccine		
TF-V	Write up as per <b>CHAPTER IV</b>		
TF-VI	Clause by clause commentary of technical specification.		
TF-VII	Duly signed self-declaration that the manufacturer has not been blacklisted by Central Government		
Fin 1	Price Schedule as per <b>Form- IV</b>		

**ANNEXURE-VI**  
**SOP for Sampling and Quality Control testing of *Brucella abortus* S 19 vaccine**  
**(Live, Freeze Dried)**

- All batches will be tested.
- Test vaccine samples received by ICAR-IVRI from designated Officer of
- 10 vials of each batch will be sampled randomly by DAHD,GoI in requisite cold chain.
- Seven vials of the vaccine from each batch sent to be testing laboratories of Division of Biological Standardization or CCS NIAH, Baghpat for testing.
- Three vials of the vaccine from each batch to be retained by coordinating centre (Division of Biological Standardization) for future record.

**At Testing Lab:**

1. Reconstitution of vaccine vial of each batch (Immediately before performing different steps)
2. **Purity testing:** 0.1ml of reconstituted vaccine to be inoculated on to Potato Infusion agar (PIA) or Serum Dextrose Agar (SDA) or Trypticase Soy Agar (TSA) or Brucella agar plates and 1 ml Soyabean casein digest medium (SCDM) broth. Incubation of inoculated plates at 37 °C for 72 h & SCDM broth at 25 °C for 7 days. No growth should appear on PIA or SDA or TSA or Brucella agar plates before 48 h of incubation. After 72 h typical small yellowish colonies. No colonies other than typical Brucella colony should appear on the plate. There should not be any fungal growth in SCDM broth.
3. **Test for identification:** The *Brucella abortus* S19 is Gram negative coccobacilli, Oxidase Positive, H<sub>2</sub>S Positive, Urease Positive and CO<sub>2</sub> independent strain.
4. **Total Viable Count:** 10 fold Serial dilution starting from 10<sup>-1</sup> to 10<sup>-10</sup> to be prepared from reconstituted vaccine vial in sterile PBS (pH6.4). 100µl of each dilution 10<sup>-5</sup> to 10<sup>-9</sup> to be spread on 3 sterile PIA or SDA or TSA or Brucella agar plates. All the plates to be incubated at 37°C for at least 4 days. After incubation smooth colonies are to be counted from each plate and calculated as following.

$$\text{TVC} = (\text{Average number of bacterial colonies} \times 10) / \text{dilution factor}$$

Vaccine batch should contain not less than 4 x10<sup>9</sup> CFU viable organism per dose as per the acceptance criteria of DAHD.

5. **Test for Smoothness:** Testing of smoothness of colonies can be detected by direct observation followed by Crystal violet staining on plates inoculated for total viable count.
6. **Safety (as per IP)** in guinea pigs.

\*\*\*\*\*