

**DIRECTORATE OF ANIMAL HUSBANDRY, UTTAR PRADESH,
Gokaran Nath Road, Badshahbagh, Lucknow-226007**

Ph. No. 0522-2742880 Fax : (0522) 2740202 email-dirdef.ah-up@gov.in, dir.ah.up@nic.in

COMPETITIVE e-Bidding

FOR
THE APPROVAL OF RATES (RATE CONTRACT) FOR THE YEAR 2023-24 FOR SUPPLY OF
Mineralised Cattle Lick (ISI) TO THE DEPARTMENTS OF ANIMAL HUSBANDRY,
GOVERNMENT OF UTTAR PRADESH

E-Bid REFERENCE: No.1614/Pur.Cell/E-Tender/Mineralised Cattle Lick/2023-24, Dated: **30-05-2023**

PUBLISH DATE AND TIME FOR E-TENDER NOTICE:

On or before **06-06-2023**

LAST DATE AND TIME FOR :
SUBMISSION OF E-Bids

27-06-2023 up to **01.00 P.M.**

DATE AND TIME OF OPENING OF ON LINE TECHNICAL E-Bid **27-06-2023 at 05.30 P.M.**

PLACE OF OPENING OF E-Bids:

Directorate of Animal Husbandry, U.P.,
Badshahbagh, Lucknow-226007

ADDRESS FOR COMMUNICATION:

Director Disease Control & Farms,
Department of Animal Husbandry,
U.P., Badshahbagh, Lucknow-226007

E-Bid SECURITY :

e-Bid Security/EMD as per schedule of
Requirement- Section III(B) of tender
documents, for estimated value of the goods
upto Rs. 1.00 lakh (one lakh) Rs. 1500.00 and
for each additional Rs. 1.00 lakh and part
thereof Rs. 1000.00 as bid security.

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

E-tender Document Cost:

Rs. 15,000.00+GST

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उत्तर प्रदेश सरकार
निदेशालय पशुपालन विभाग, उत्तर प्रदेश, लखनऊ-226007

क्रमांक-1614/क0प्र0से0/ई-निविदा/मिनरलाइज्ड कैटिल लिक/2023-24, दिनांक-30.05.2023

ई-निविदा आनन्त्रण सूचना

एतद्वारा पशुपालन विभाग, उत्तर प्रदेश द्वारा मिनरलाइज्ड कैटिल लिक आई.एस.आई. मार्कड (01 किग्रा0 पैक ब्रिक) (नीचे सारिणी में इंगित शेड्यूल के अनुसार) की दर निर्धारण (वित्तीय वर्ष 2023-24 की अवधि के लिए) हेतु - (1) मूल निर्माता लाइसेन्सधारक, (2) लॉन लाइसेन्सी, (3) थर्ड पार्टी मैनुफैक्चरर्स (जो निविदादाता हेतु उत्पादन कर रहे हैं), (4) रिपैकिंग लाइसेन्स एवं (5) इम्पोर्ट लाइसेन्सधारक, जिसके पास कम से कम विगत 05 वर्ष का निविदित मिनरलाइज्ड कैटिल लिक आई.एस.आई. मार्कड बनाने का अनुभव हो, से ई-प्रोक्योरमेंट माध्यम से आनलाइन निविदाएं आमन्त्रित की जाती हैं। निविदादाता फर्म देश में किसी भी राज्य अथवा विभाग/राजकीय संस्था में विगत 02 वर्षों में ब्लैकलिस्ट अथवा प्रतिबन्धित नहीं हुए हों एवं कोटेड प्रोडक्ट्स गत 03 वर्षों में सक्षम प्राधिकारी द्वारा अधोमानक स्तर के घोषित नहीं हुए हों। यदि उत्तर प्रदेश प्रोक्योरमेंट मैनुअल 2016 के प्राविधान के अनुसार सेन्ट्रल ब्यूरो आफ इन्वेस्टिगेशन (सी.बी.आई.) अथवा अन्य सक्षम जांच एजेंसियों की अनुशंसा है तो सम्बन्धित फर्मों के प्रचलित दर अनुबंध को स्थगित करने अथवा निरस्त करने की कार्यवाही सुनिश्चित की जायेगी। निविदादाता के पास सक्षम प्राधिकारी द्वारा निर्गत वैध निर्माण लाइसेन्स, नान-कन्विकशन प्रमाण-पत्र, परफार्मेंस सर्टिफिकेट, मार्केट स्टैण्डिंग सर्टिफिकेट, जी0एल0पी0, जी0एम0पी0 एवं आई0एस0ओ0 प्रमाण पत्र होना चाहिए एवं निविदा प्रपत्र में दिए गए विवरण के अनुसार पात्रता की अन्य शर्तें पूर्ण करते हों। वॉल्विड आई0एस0आई0 मार्क आईटमों के निविदादाता के पास वैध आई0एस0आई0/बी0आई0एस0 प्रमाण-पत्र होना अनिवार्य है। वे निविदादाता जिनका गत 03 वर्षों में प्रत्येक वर्ष का वार्षिक टर्न ओवर रू0 05 करोड़ से कम न हो, ही निविदा में भाग लेने लिए पात्र होंगे। उ0प्र0 राज्य की एम.एस.एम.ई./एस.एस.आई. इकाइयों को टर्नओवर की शर्त से छूट है तथा उ0प्र0 राज्य की एम.एस.एम.ई./एस.एस.आई. इकाइयों तथा भारत सरकार के उपक्रमों (सी0पी0एस0ई0) को राज्य की वर्तमान नीतियों के अन्तर्गत कृय वरीयता प्रदान की जाएगी। यह भी सूचित किया जाता है कि ऐसे निविदादाता जो इस कार्यालय द्वारा जारी विज्ञप्ति संख्या 3157/क0प्र0से/कय नी0/ई-प्र0/2016-17 दिनांक- 15.03.2017 के क्रम में ई-टेण्डरिंग के लिए पंजीकृत होंगे तथा जिनके Digital Signature उपलब्ध होंगे, वे निविदादाता फर्म ही पशुपालन विभाग, उ0प्र0 की ई-टेण्डरिंग प्रणाली में टेण्डर डाल सकेंगे। निविदा सम्बन्धी विस्तृत नियम एवं शर्तें तथा अन्य विवरण, निविदा प्रपत्र प्रारूप सहित विभाग की वेबसाइट <http://animalhusb.up.nic.in> पर एवं उ0प्र0 सरकार की टेण्डर वेबसाइट <http://etender.up.nic.in> पर निर्धारित अवधि में उपलब्ध होगा।

मद का नाम	निविदा प्रतिभूति राशि रू0	निविदा प्रपत्र शुल्क रू0
मिनर शिड्यूल आफ रिक्वायरमेंट के अनुसार मिनरलाइज्ड कैटिल लिक आई.एस.आई. की दर निविदा (वित्तीय वर्ष 2023-24 की अवधि के लिए)- शिड्यूल आफ रिक्वायरमेंट 1. मिनरलाइज्ड कैटिल लिक आई.एस.आई. (आई0एस0 920:1972) (01 किग्रा पैक ब्रिक)	निविदा प्रपत्र के शिड्यूल आफ रिक्वायरमेंट के सेक्शन III(B) में उल्लिखित प्रोडक्ट्स हेतु रू0 1.00 लाख (एक लाख) की सीमा तक रू0 1500.00 एवं उसके बाद अतिरिक्त प्रत्येक 1.00 लाख और उसके अंश के लिए 1000.00 की प्रतिभूति/ई-बिड सिक्क्योरिटी के रूप में जमा होगी।	रू0 15,000.00/+ जी0एस0टी0

निविदा प्रपत्र शुल्क (नान रीफण्डेबुल) राष्ट्रीयकृत/शिड्यूल बैंक के डिमाण्ड ड्राफ्ट जो निदेशक, प्रशासन एवं विकास, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के नाम हो एवं बिड प्रतिभूति राशि (ई.एम.डी.) राष्ट्रीयकृत/शिड्यूल बैंक के फिक्स्ड डिपॉजिट रसीद (एफ.डी.आर.) जो निदेशक, रोग नियन्त्रण एवं प्रक्षेत्र, पशुपालन विभाग, उ0प्र0, लखनऊ के पक्ष में बन्धक हो, के रूप में निविदा प्रस्तुत करने की अन्तिम तिथि तक प्रत्येक दशा में निदेशालय, पशुपालन विभाग, उत्तर प्रदेश, बादशाहबाग, लखनऊ के कार्यालय में जमा करवाना होगा। ई-बिड उ0प्र0सरकार की ई-टेण्डर वेबसाइट <http://etender.up.nic.in> से ही आन लाइन सबमिट की जाएगी।

ई-निविदा की नियत तिथि एवं समय-

- | | |
|--|--|
| 1- आनलाइन निविदा प्रपत्र उपलब्ध होने की तिथि - | दिनांक 06.06.2023 को सायं 05.00 बजे से |
| 2- आनलाइन निविदा प्रपत्र जमा करने की प्रारंभ तिथि- | दिनांक 06.06.2023 को सायं 07.00 बजे से |
| 3- प्री बिड मीटिंग | दिनांक 13.06.2023 अपराह्न 02.30 बजे |
| 4- आनलाइन निविदा प्रपत्र जमा करने की अन्तिम तिथि | दिनांक 27.06.2023 अपराह्न 01.00 बजे तक |
| 5- आनलाइन निविदा प्रपत्र तकनीकी बिड खोलने की तिथि- | दिनांक 27.06.2023 को सायं 05.30 बजे |

निदेशक
रोग नियन्त्रण एवं प्रक्षेत्र,
पशुपालन विभाग, उ0प्र0, लखनऊ।

Government of Uttar Pradesh
Directorate of Animal Husbandry, Uttar Pradesh, Lucknow-226007.

No.- 1614 /Pur.Cell/E-Tender/Mineralised cattle lick/2023-24,

Dated: 30-05-2023

NOTICE FOR OF E-TENDER

Online tenders through e-procurement system are invited for rate approval of **Mineralised Cattle Lick ISI (01 kg pack as brick)** marked (As per Schedules of requirement mentioned in table below) under the Department of Animal Husbandry, U.P. (for the financial year 2023-24) from (1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license; who have minimum 05 years manufacturing experience for the quoted **Mineralised Cattle Lick ISI** marked. Tenderer should not be blacklisted or debarred in any state/department/government institution in the country for last 02 years and quoted products are not found Not of Standard Quality by the Competent Authority for last 3 years. If the Central Bureau of Investigation (CBI) or any other investigating agency recommends the existing rate contract of the concerned firms for staying or cancellation, the action shall be taken accordingly as per U.P. Procurement Manual 2016. Tenderer should have valid Manufacturing License, Non-Conviction Certificate, Performance Certificate, Market Standing Certificate, Good Laboratory Practices (GLP), Good Manufacturing Practices (GMP) and ISO certificates and other eligibility as per detailed tender documents. The Tenderer should have BIS/ISI Certificate for the items for which BIS/ISI mark is required. Only those tenderer will be eligible to participate in tender whose turnover for last 03 years is not less than Rs. 5.00 crore each year MSME/SSI units of U.P. are exempted from Turnover condition & MSME/SSI units of U.P. & Government of India Undertakings (C.P.S.E.) will be given purchase preference as per government policy. It is also to inform that only those tenderers who are registered for e-tendering and having digital signatures in reference to this office memorandum No. 3157/Pur.Cell/Kra,Ni./E-pro/2016-17 dated 15-03-2017, shall be eligible to participate in e-tendering in Department of Animal Husbandry, U.P. Detailed Terms and Conditions and other details alongwith proforma for Tender Documents would be available on the departmental website <http://animalhusb.up.nic.in> and U.P. Govt. eTender portal <http://etender.up.nic.in> within the stipulated period.

Particulars	Earnest Money (EMD) Rs.	Tender Documents Rs.
Tender for approval of rate of Mineralised Cattle Lick ISI (for the financial year 2023-24) as per schedule of requirement given below-	As per schedule of requirement Section III(B) of tender documents, for estimated value of the goods upto Rs. 1.00 lakh (one lakh) Rs. 1500.00 and for each additional Rs. 1.00 lakh and part there of Rs. 1000.00 as bid security.	Rs. 15,000.00 + GST
1. Mineralised Cattle Lick ISI Marked (IS- 920 : 1972) (1 kg pack as brick)		

Cost of Tender Form (Non-refundable) in shape of Demand Draft of any nationalized/scheduled bank in the name of **Director, Administration & Development, Animal Husbandry, U.P., Lucknow** and amount of Earnest Money in shape of Fixed Deposit Receipt (FDR) of any nationalized/scheduled bank pledged in favour of **Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow** should compulsorily be deposited in the Directorate of Animal Husbandry, U.P., Badshahbag, Lucknow on or before the date and time scheduled for submission of e-tender. Online **e-bid** should be **submitted** through U.P. Govt. e-Tender **website** <http://etender.up.nic.in>.

The Scheduled dates and time for the Tender are:-

- 1- Availability of Online Tender Forms:
- 2- Submission of Online Tender Forms start date:
- 3- Pre Bid Meeting
- 4- Last Date for online submission of tender form:
- 5- Opening of Online Tender Forms (Technical bids):

Date **06.06.2023** from **05:00** PM
Date **06-06-2023** from **07:00** PM
Date **13.06.2023** at **02.30** PM
Date **27.06.2023** upto **01.00** PM
Date **27-06-2023** at **05:30** PM

Director,
Disease Control & Farms
Animal Husbandry, U.P., Lucknow

Government of Uttar Pradesh

Directorate of Animal Husbandry, Uttar Pradesh, Lucknow-226007.

No. 1614/Pur.Cell/E-Tender/Mineralised Cattle Lick /2023-24 Dated: 30-05-2023

INVITATION FOR e-Bids

This invitation for e-Bids is for Rate Contract for approval of rates for **Mineralised Cattle Lick (ISI)** under the Department of Animal Husbandry, U.P. (for the financial year 2023-24) to be supplied to various institutions of the Department of Animal Husbandry, Government of Uttar Pradesh.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.

2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.

3. The tender document is available at e-Procurement website <http://etender.up.nic.in> and departmental website <http://animalhusb.up.nic.in> from **06-06-2023 at 05.00 pm**. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over leading news papers (English/Hindi) and would also be available at e-Procurement website http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in and tender Document will be available from 06-06-2023 at 05.00 pm at e-Procurement web site http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in
(b)	Availability of tender document on website	Document will be available from 06-06-2023 at 05.00 pm at e-Procurement web site http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in
(c)	Clarification start date & time	06-06-2023 at 07.00 pm
(d)	Clarification end date & time	13.06.2023 upto 02.30 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	06-06-2023 from 07.00 PM e-Procurement web site http://etender.up.nic.in
(f)	Pre-bid meeting	13.06.2023 at 02.30 PM
(g)	e-Bid submission end date & Time	27-06-2023 upto 01.00 PM
(h)	Online technical e-Bid opening date & time	27-06-2023 at 05.30 PM
(i)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	Will be communicated to the Technically Qualified Bidders
(j)	Venue of opening of technical & financial e-Bids	Directorate of Animal Husbandry, Badshahbagh, Gokaran Nath Road, Lucknow
(k)	Contact Officer	Dr. Sanjay Kumar Srivastava, Joint Director (Standardization) Mob.09839293958
(l)	Cost of e-Bid document	Rs.15,000/-+GST (non refundable)
(m)	E-Bid Security (Earnest Money Deposit)	As per schedule of requirement Section III(B) of tender documents, for estimated value of the goods upto Rs. 1.00 lakh (one lakh) Rs. 1500.00 and for each additional Rs. 1.00 lakh and part there of Rs. 1000.00 as bid security.

4. The bidders need to submit the proof/cost of e-Bid document as stated in the above table through Demand Draft in favour of Director, Administration & Development, Animal Husbandry, U.P., Lucknow payable at Lucknow. The scanned copy of the Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of Director, Disease Control and Farms, Animal Husbandry, U.P. at Lucknow preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid.

5. It is not necessary for a Bidder to quote all the items enclosed as list of items of Technical Bid.

6. All e-Bid must be accompanied by e-Bid Security / Earnest Money Deposit (EMD) in form of Fixed Deposit Receipt pledged to Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow.. The

scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach to Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Department.

7. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.

8. The Department reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Department will be final and binding.

9. In the event of date specified for e-Bids opening being declared a holiday for Department office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

10. All the required documents including Price Schedule should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

11. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee of Rs 6000.00 (Rupees Six thousand only) for participating in this e-tender. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs 1708.00 (Rupees Five Thousand Seven hundred eight only). The companies/firms may contact the officials of UPLC on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extension: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

12. The department shall pay the amount against satisfactory delivery against the ordered items to successful bidders only after same is received by departmental consignees for the concerned institute/office. The performance security worth 10% of the estimated/contract value of required items for the entire Rate Contract Period shall also require to be submitted with department/departmental institutions.

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1. Cost of e-Bid

a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and the Department of Animal Husbandry, U.P., Lucknow hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the U.P. Government web site <http://etender.up.nic.in> and departmental website <http://animalhusb.up.nic.in> to enable the bidders to view, download the e-Bid document and submits e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. **Online e-Bid should be submitted through U.P. Government e-tender website <http://etender.up.nic.in>.** The bidders shall have to pay e-Tender document fee of Rs 15,000.00+ GST (Rupees Fifteen Thousand + GST) through Demand Draft/Banker's cheque payable in favour of **Director, Administration & Development, Animal Husbandry, U.P., Lucknow**. The scanned copy of the Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the Purchaser's office preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid. This e-tender document fee of Rs 15,000.00+GST will be non-refundable.

2. Contents of e-Bid Document

2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

- (a) Invitation for e-Bid
- (b) Section I : Instruction to bidders (ITB);
- (c) Section II : Conditions of Contract (CC);
- (d) Section III : Technical e-Bid;
- (e) Section IV : Financial e-Bid;

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

3. Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address.

4. Amendment of e-Bid Document

4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Department's website animalhusb.up.nic.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> or Departmental website <http://animalhusb.up.nic.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.

4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Departmental website <http://animalhusb.up.nic.in>.

(B) PREPARATION OF e-Bid

5. Language of e-Bid

5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6. Documents Constituting the e-Bid

6.1 The e-Bid prepared by the bidder shall comprise the following components:

(a) Technical e-Bid - Technical e-Bid will comprise of:

(i) Fee Details – includes copies of Cost and e-Bid Security/Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 12 in PDF format.

(ii) Qualification Details – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement Section-III(D) and Technical Specification Section III(B/C) and fulfill all the conditions of the Contract and that the goods to be supplied by the bidder conform to the e-Bid document and Technical Specifications.

(iii) e-Bid Form – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.

(iv) Technical Specification Details – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.

(b) Financial e-Bid – Financial e-Bid will comprise of :

(i) e-Bid Form – includes copy of filled in e-Bid Form and Declaration as per Section-IV (A) of e-tender document in PDF format.

(ii) Price Schedule – includes Price Schedule in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

6.2 Any e-bid not accompanying the required documents as per clause 6.1 or being incomplete documents or producing false documents, shall be treated as non responsive and rejected by the purchaser.

7. e-Bid Form

7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule furnished in the e-Bid document, including the goods to be supplied and prices in the format given in the e-Bid document.

8. e-Bid Price

8.1 The bidder shall quote separately in the downloaded spread sheet file for Price Schedule unit price [along with basic price, excise duty (excluding GST) and other charges, if any] of each item in the specified places for all the goods mentioned in Section III(B) /Section III(C) of Technical Specifications. The unit prices quoted shall be according to Technical Specifications.

8.2. e-Bid price of each item indicated on the Price Schedule as mentioned in para 8.1 above shall include all the cost till successful supply at various offices situated in different cities of U.P. for all the items specified in the schedule of requirement .

8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9. e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Documents Establishing bidder's Qualification

10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11. Documents Establishing Goods' Conformity to e-Bid Documents

11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all items which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

11.2 The documentary evidence of conformity of the items to the e-Bid documents shall consist of license issued by the competent authority as mentioned in technical specification as well as also through the brochures/leaflets/the document downloaded from the internet site of the bidders of the goods offered in support of the technical specifications asked in the e-tender.

12. e-Bid Security/Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD as per **Section III(B) "Schedule of Requirement"** in the form of Fixed Deposit Receipt of any Nationalized/Scheduled Bank, pledged in favour of **Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow**. The scanned copy of the e-Bid Security/ EMD must be submitted along with the e-Bid and the original should compulsorily reach the Purchaser's office at Lucknow preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid.

12.2 The e-Bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.

12.3 The e-Bid security shall be in Indian Rupees and shall be in the following forms only:

A Fixed Deposit Receipt pledged in favour of Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow. Bidder may submit the bid security of the above amount in the form of any Nationalized/Scheduled Bank, pledged in favour of Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow.

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.

12.5 Unsuccessful bidder's e-Bid security (EMD) deposited in shape of FDR will be returned upon the written request of unsuccessful bidders as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 The successful bidder's e-Bid security will be returned upon the bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 The e-Bid security may be forfeited:

(a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b) in case of a successful bidder, if the bidder fails:

(i) to sign the Contract with the Purchaser in accordance with ITB Clause 28;
or

(ii) to furnish performance security in accordance with ITB Clause 29.

13. Period of Validity of e-Bid

13.1 e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14. Format and Signing of e-Bid

14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract.

The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 11.

15.2 In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for whom the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS (EXCEL) format (Excel sheet).

15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/Bill of Quantity (BOQ)) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(B/C): Technical Specifications" and Financial e-Bid documents as per "Section-IV(A): e-Bid Form" and "Section-IV(B): Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16. Deadline for Submission of e-Bid

16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than **the time 1.00 P.M. on 27.06.2023** (as the server time displayed in the e-Procurement website).

16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late e-Bid

17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender.

Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18. Withdrawal and Resubmission of e-Bid

18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawal reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

19. Opening of Bids

19.1 Opening of Technical e-Bid by the Purchaser

- (i) The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend **at 05.30 P.M. on 27-06-2023** at Directorate of Animal Husbandry, Uttar Pradesh, Badshahbagh, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.
- (ii) The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- (iii) The Purchaser will prepare minutes of the Technical e-Bid opening.

19.2 Opening of Financial e-Bid

- (i) After evaluation of technical e-Bid, the Purchaser shall inform those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.
- (ii) The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.
- (iii) The Purchaser will prepare the minutes of the financial e-Bid opening.

20. Clarification of e-Bid

During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

21. Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

21.1 (1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license; who have minimum 05 years manufacturing experience for the quoted Mineralised Cattle Lick (ISI Marked). Distributors, suppliers, agents will not be eligible to participate in tender and supply the goods.

21.2 The bidder products quoted in the e-tender shall be in the business of regular supply of same products since last three financial years as supported by the performance certificate & market standing certificate issued by the competent authority .

21.3 All the items quoted should have same technical specifications as given in the e-tender.

21.4 The bidder should submit a notarized affidavit on Non-Judicial Stamp Paper of Rs. 100.00 that the bidder's firm has not been black listed or debarred in any State of the country or department/ Government institutions in last two years and quoted products have not been declared sub-standard by the competent authority in last three years. The e-Bids of the bidders not submitting the required affidavit shall be rejected.

21.5 The bidder company/firm should have an annual turnover of Rs 5.00 Crore (Rupees Five Crore only) each year in last three financial years and for that bidder should submit certified copies of certificates from a firm of Chartered Accountants or copies of relevant page (s) of Profit & Loss account of the company for last three financial years. MSME/SSI of U.P. are exempted from turnover. The U.P. State's Medium, Small and Micro entrepreneur (MSME)/Small Scale industry (SSI) units & Public Sector Undertakings of Govt. of India (CPSE) shall be given purchase preference under the present Policies of the State for which the bidder should submit the certificates of (MSME)/Small Scale industry (SSI)/CPSE issued by the competent authority.

21.6 All e-Bids submitted shall also include the following:

- (i) Filled in form as per Section III (I) - Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:

- a. Memorandum and Article of Association showing objectives of the Company/firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/contract.
- b. Place of registration.
- c. The power-of-attorney authorizing the bidder to sign the e-Bid/ contract.
- d. PAN certificate of the company/firm alongwith ITR proof .
- e. GST registration certificate of the company/firm.
- f. Declaration Form
- g. Check Slip
- h. Manufacturing License ((1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license;) having minimum 5 years manufacturing experience for the Mineralised Cattle Lick (ISI Marked) quoted. Copy of the license alongwith approved product with item marked as tender list.
- i. License Renewal/Validity Certificate
- j. Non-Conviction Certificate for the last two years issued by competent authority. For those items for which non-conviction certificate is not issued by competent authority, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.
- k. GLP Certificate issued by competent authority, if applicable.
- l. GMP Certificate issued by competent authority, if applicable.
- m. ISO Certificate issued by competent authority
- n. Income Tax Clearance Certificate
- o. PAN
- p. ITR proof
- q. GST Clearance Certificate
- r. Sample submission declaration
- s. E.M.D. Deposit proof alongwith original F.D.R.
- t. Performance Certificate/Market standing Certificate for last 03 years issued by Competent Authority. As for as products for which Performance Certificate/Market Standing Certificate is not issued by competent authority, Notarized Self performance/market standing certificate for last 03 years on Non Judicial Stamp Paper of Rs. 100/-
- u. Product catalogue, publications/ Abstracts about product
- v. Proof for deposition of original DD for tender document cost of Rs.15,000.00+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.
- w. Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market/institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016.
- x. Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed.
- y. GST Return Certificate for last 3 years.
- z. Audited Balance Sheet & Profit and Loss Account for last 03 financial years.
- aa. Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract.
- ab. For Mineralised Cattle Lick (ISI Marked) for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority as given in clause 21.6 (h) of ITB.
- ac. Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid
- ad. MSME/SSI/NSIC/CPSE Registration certificate, if any.

The e-Bids of the bidders not submitting copies of documents mentioned in clause 21.6 (ii) above or furnishing incomplete or invalid documents or submitting false documents, shall be rejected.

21.7 The e-Bids found to be not responsive and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

21.8 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

21.9 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

22. Financial Evaluation and Comparison-

22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of only those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

22.3 The Purchaser's evaluation of a financial bid shall be based on lowest rate quoted excluding GST by the bidder as mentioned in para 8 of ITB.

22.4 Evaluation for bids shall be done based on lowest bid price (excluding GST) and as per provision of U.P. Govt. existing G.O.(s) and U.P. Procurement Manual 2016.

22.5 The bidders whose technical bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered for those items which would be technically accepted by the purchaser and whose bid price quoted are lowest in the bids.

23. Contacting the Purchaser

23.1 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24. Award Criteria

24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

25. Purchaser's right to vary quantities at the Time of Award

25.1 The purchaser reserves the right at the time of contract award to increase or decrease as per requirement of the quantity of goods originally specified in the Schedule of Requirement without any change in unit price or other terms and conditions, depending upon the requirement of purchaser.

25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

26. Purchaser's right to accept any e-Bid and to reject any or all e-Bids

26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27. Notification of Award

27.1 Prior to the expiration of the period of e-Bid validity, the Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon successful bidder's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will promptly return e-Bid security pursuant to ITB Clause 12 or e-bid security shall be adjusted against performance security.

28. Signing of Contract

28.1 At the same time as the Purchaser notifies the successful bidder that its e-Bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the e-Bid document, incorporating all conditions of the agreement between the parties i.e. Purchaser and successful bidder.

28.2 Within 7 days of receipt of the Contract Form, the successful bidder shall execute, sign and date the Contract and return it to the Purchaser.

29. Performance Security

29.1 Within 7 (Seven) days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of Fixed Deposit Receipt for 10% amount of contract value in favour of Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow/concerned indenter, which would be valid for the period of Rate Contract, the FDR of any nationalized Bank of India or scheduled bank located in India pledged in favour of the Director, disease control & farms, Department of Animal Husbandry, Lucknow/concerned indenter in accordance with the Conditions of Contract.

29.2 Failure of the successful bidder to comply with the tender terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the e-Bid security/performance security. In that event the Purchaser may make the award to the next lowest evaluated bidder or call for new e-Bids.

29.3 Supply orders will be released only based on availability of budget and requirement of the department.

29.4 Forfeiture of Performance security (Pursuant to clause 9.22 of U.P. Procurement Manual 2016)- Performance security is to be forfeited and credited to Government Account in the event of breach of contract by the supplier, in terms of the relevant contract.



Section-II

CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
- (b) "The Contract rates" mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods/items" means **Mineralised Cattle Lick (ISI Marked)** which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "The Purchaser" means the organization purchasing the goods within the department i.e. the Director Disease Control and Farms or Director Administration and Development (as the case may be), Department of Animal Husbandry, U.P. or any officer of the department who is authorize to procure the goods.
- (e) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract for the period of one year and supplier is M/s-----;
- (f) "Departmental officers/Chief Veterinary Officers", where applicable, mean's the Officers of the Department/ In-charge of the Institutions of the Department of Animal Husbandry located in different cities of U.P., where the items will be supplied against the purchase orders of the Purchaser.
- (g) "Day" means calendar day.

2. Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in SECTION III (B) : SCHEDULE OF REQUIREMENTS

4. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. Performance Security

5.1 Within 7 (Seven) days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of FDR for 10% amount of estimated/contract value of required items in favour of Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow/concerned departmental officer, which would be valid for the period of Rate Contract Period issued by any nationalized Bank of India or scheduled bank located in India in favour of the purchaser, in accordance with the Terms & Conditions of Contract. The Performance Security Form provided in the bidding document or in another form acceptable to the purchaser.

5.2 The defective item(s) are to be replaced, shall be done by the supplier to the satisfaction of the Purchaser/user.

5.3 The proceeds of the performance security shall be payable to the authority in favour of whom the performance agreement being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

5.4 The performance security shall be denominated in Indian Rupees and shall be in the following forms only:

An FDR issued by a nationalized bank of India or a scheduled bank located in India acceptable to the Purchaser, alongwith the form provided in the e-Bid document.

5.5 The performance security will be discharged by the Purchaser/user department and returned to the Supplier upon the written request as promptly as possible following the date of its validity or completion of the Supplier's performance obligations including any obligations, whichever is later, under the contract duly signed by the bidder.

5.6 In the event of any contract amendment, the Supplier shall within 7 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations.

5.7 Forfeiture of Performance security (In pursuant to clause 9.22 of U.P. Procurement Manual 2016)- Performance security is to be forfeited and credited to Government Account in the event of breach of contract by the supplier, in terms of the relevant contract.

6. Inspection & Tests

6.1 **In case of Mineralised Cattle Lick (ISI Marked)** relevant suppliers are required to produce analytical Test Report of NABL/ Govt. approved laboratory along with supply. Random sampling may be done by the Consignee/Drug Controller or competent authority and after receiving satisfactory test report from **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 /Govt., analyst and after successful implementation of tender/agreement terms & conditions, the amount of performance security will be released accordingly.

6.2 In case of Mineralised Cattle Lick, payment will be released after successful implementation of tender/ agreement terms & conditions, and submission of complete analytical Test Report **from NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 in respect of all supplied batches of **Mineralised Cattle Lick (ISI Marked)** alongwith invoices by supplier.

6.3 The intenders will be *at a liberty* to assess quality of Mineralised Cattle Lick (ISI Marked) , if needed, by way of getting sample tested from NABL accredited drug testing laboratory / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940. The expenses incurred for such testing will be borne by the supplier.

6.4 If the supplies are found substandard and /or spurious necessary action shall be taken by the Director (Disease Control & Farms/Administration & Development), Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 /Relevant Act or Rule by the competent authority.

Penal action will be taken against the firms for supplying sub-standard product, non-compliance of Supply/purchase orders, non-compliance of tender terms & conditions/contract/ submission of forged documents.

As per the confirmatory test report received from competent authority, the copy of test report of **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940/Govt. Public Analyst with show cause notice will be sent to the firm/firms, and utilization of declared adulterated/ spurious product will be stopped with immediate effect. Categories as defined in Drugs & Cosmetics Act 1940 (as amended) e.g. Adulterated, Spurious, Grossly sub-standard, misbranded product, action will be taken against firms by the department, details given below:-

A-Adulterated/Spurious Drugs

Product supplied to the department by the firms, declared adulterated/ spurious by the competent authority, utilization of product will be stopped with immediate effect. All the supplies will be taken back by the supplier firm at its own cost. Performance security will be forfeited, and even if the product is consumed and payment, if any, made to the firm, the same will be returned to the department by the firm. The supplier firm will be banned to do business in the department for 3 (three) years and matter will be forwarded to the concerned Drug Controlling Organization/Authority for necessary action.

B-Grossly Sub-Standard

Product supplied to the department, declared sub-standard by the competent authority , utilization of sub-standard product will be stopped with immediate effect, and if product are consumed, amount of consumed product will be returned to the department by the firm. Sub-standard drugs are consumed as whole, amount of whole consumed product will be returned to the department by the firm. If sub-standard product are not consumed as whole, unconsumed product will be replaced with fresh stock/batch by the firm at its own cost. The consignee will get quality testing by the Govt. Public Analyst, and cost occurs in such testing will be borne by the firm. Amount of whole/balance quantity of sub-standard batch(s) will be returned to the department without delay, otherwise performance security deposited to the department, will be forfeited. After forfeiture of performance security deposited, if any amount remains, that will be recovered as Land Revenue. Purchase of Sub-standard product (s) of the firm(s) will be banned for two years. The product(s) of the firm which has/have already been banned in department for two years. Other product(s) of the same firm found to be sub-standard in next year; firm will be banned to do business in the department for two years. After the end of banning period if product of the same firm again found to be sub-standard, the firm will be banned to participate in tenders and to do business in the department for three years.

C-Miss-branded

Products supplied to the department, declared Miss-branded by the competent authority, utilization of Miss-branded product will be stopped with immediate effect, and if product are consumed, amount of consumed product will be returned to the department. And if sub-standard product are consumed wholly, amount of whole consumed product will be returned to the department by the firm.. If product are not consumed wholly, unconsumed product will be replaced with fresh stock/ batch by the firm at its own cost to the department. Amount of wholly/partly sub-standard batches will be returned to the department without delay otherwise performance security deposited to the

department, will be forfeited. After that, if any amount remains, it will be recovered as Land Revenue. Participation of firm's Sub-standard product will be banned in departmental tender for one year. If firm again supplies sub-standard product, the firm will be banned for one year to participate in departmental tender. In case of repetition of sub-standard product the firm will be banned for next three years.

Non Supply against Purchase orders

Show cause notice will be issued to the firm. If supplies are not being made as per terms & condition of tender/purchase orders and time given in purchase orders, firm will be banned to participate in tender and doing business in department for one year. Performance Security will be forfeited and deposited in Govt. Treasury. In case of repetition, the firm will be banned for doing business for next three years.

Non Compliance of Terms & Condition of Tender/ Contract/Agreement and in case of forged documents

Show cause notice will be issued to the firm. Earnest money/performance security as case may be, forfeited and deposited in Govt. Treasury and firm will be banned to participate in tender and to do business in department for one year. In case of repetition of the same, firm will be banned for doing business for next three years.

In addition to above, in case of declared substandard samples, whole amount paid against substandard product (s) will be returned by the rate supplier firm. Legal action against such firms will be taken and amount will be recovered as per rule. If the firm fails to return the amount, its performance security will be forfeited and remaining amount (after adjustment of performance security) will be recovered as per Land Revenue Act.

7. Packing

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order.

7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

8. Transportation

The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P/ other location, as required, defined sites.

9. Payment

- i) Payment for product shall be made in Indian Rupees on producing analytical Test Report of NABL/ Govt. approved laboratory along with successful and satisfactory supply as per purchase orders.
- ii) In case of **Mineralised Cattle Lick (ISI Marked)**, payment will be released after successful implementation of tender/agreement terms & conditions, and submission of complete analytical Test Report from **NABL accredited drug testing laboratory / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940** in respect of all supplied batches of Mineralised Cattle Lick (ISI Marked) alongwith invoices by the supplier.

10. Prices

10.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the period of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the Purchaser. In case during the period of the rate contract, the goods of the same specifications are being supplied in other departments/person/institution on the lower rate by the supplier, the supplier will have to supply those goods with matching price.

10.2 **Fall Clause-** The price charged for the goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the goods of identical description to any other person during the period of the contract.

If at any time, during the said period, the contractor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Purchase Organization/Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The contractor shall furnish certificate as and when and in the manner required by the Purchase Organization/Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow to the effect that the provisions of this clause have been duly complied with in respect of supplies made or billed for up to the date of the certificate.

11. Assignment

The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent.

12. Delivery of the Goods and Delay in the Supplier's Performance

12.1 The Supplier shall deliver the items at the respective sites within 30 days from the issuance of confirmed purchaser order.

12.2 If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.

12.3 Except as provided under conditions of contract clause 15 of the Contract, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

13. Liquidated Damages

13.1 Subject to conditions of Contract if the Supplier fails to deliver the Goods within the period (s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed for each week or part thereof delay until actual delivery, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Purchaser may consider termination of the Contract/purchase order pursuant to conditions of Contract Clause 14 of the Contract.

14. Termination for Default

14.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/Purchase Order, or within any extension thereof granted by the Purchaser pursuant to clause no. 12.2 above or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.

14.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 14.1 above, Purchaser may procure, upon such terms and in such manner as it deems appropriate. Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

15. Force Majeure

15.1 Notwithstanding the provisions of conditions of contract clause no. 12, 13 & 14 above, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

15.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Termination for Insolvency

16.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

17. Termination for Convenience

17.1 The Purchaser, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's

convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

17.2 The Goods that are complete and ready for shipment at the time of Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.

18. Settlement of Disputes

18.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation within 30 (thirty) days, then aggrieved party may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

18.2 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

18.3

18.3.1 In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary, Animal Husbandry, Govt. of U.P. or his nominee, to decide the dispute. The provision of Arbitration and Conciliation Act, 1996 shall apply.

18.3.2 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

18.3.3 The decision of the Sole Arbitrator or his nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

18.4 Notwithstanding any reference to arbitration herein.

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any money due to the supplier.

19. Limitation of Liability

19.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 4 above.

(a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract.

20. Governing Language

20.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause 28 as below, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

21. Applicable Law

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

22. Notices

22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Purchaser and Supplier

Purchaser: Director, Disease Control & Farms/Director, Administration (as the case may be)
Department of Animal Husbandry, Uttar Pradesh, Gokaran Nath Road, Badshahbagh,
Lucknow-226007

Supplier: (To be filled in at the time of Contract execution)

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

23. Taxes and Duties

30.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Purchaser.

24. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

25. Supplier's Obligations

The supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities. The supplier is abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated. The supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

26. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees etc). The Purchaser will give notice to the supplier of such claim, if it is made without delay.

27. Technical Documentation

The Technical Documentation involving detailed brochure/leaflets etc. of goods supplied if mentioned in the purchase order. **The language of the documentation shall be English or Hindi.**

28. Transfer of the Rights of the Purchaser

All the item are purchased by the Purchaser on behalf of various offices/ institutions of Department of Animal Husbandry, Government of Uttar Pradesh for whom goods are being procured. Till successful supply of all the item, the purchaser will be responsible for monitoring of the observance of the clauses under this contract. After successful supply of all the items, all the rights, duties and obligations of the Purchaser under this contract, shall be exercised by the various offices/ institutions of Government of Uttar Pradesh.

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SECTION III : TECHNICAL E-BID

III(A) e-Bid FORM

III(A-1) FORMAT FOR QUALIFICATION REQUIREMENT

III(B) SCHEDULE OF REQUIREMENTS

III(C) TECHNICAL SPECIFICATIONS

III(D) QUALIFICATION REQUIREMENTS

III(E) BID SECURITY FORM

III(F) CONTRACT FORM

III(G) PERFORMANCE STATEMENT

III(H) SERVICE SUPPORT DETAILS

III(I) CAPABILITY STATEMENT

III(J) PERFORMANCE SECURITY FORM

III(K) FORMATS FOR SECTION III-TECHNICAL E-BID

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SECTION III (A) : e-Bid FORM (for Technical e-Bid)

Date :

IFB No.:.....

To :

THE DIRECTOR, DISEASE CONTROL AND FARMS/
DIRECTOR, ADMINISTRATION AND DEVELOPMENT (as the case may be)
Department of Animal Husbandry, U.P.,
Badshahbagh,
Lucknow-226007

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver
(Description of Goods) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the materials as per the Technical Specifications (Section III(C)) of the e-Bid documents to the purchaser. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/ EMD for Rs (Rupees) in the form of FDR of any Nationalized Bank/Scheduled Bank pledged in favour of Director, Disease Control and Farms, Department of Animal Husbandry, U.P., Lucknow , is furnished with this e-Bid form.

I/We hereby declare that if any government fee of government convincer in reference to this e-tender is applicable, shall be borne by us.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our e-Bid is accepted, we will submit the performance security in form of FDR of nationalized bank/scheduled bank or as prescribed by the Purchaser for a sum equivalent to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature) (in the capacity of)

Duly authorized to sign e-Bid for and on behalf of



SECTION III (A-1) FORMAT FOR QUALIFICATION REQUIREMENT

(a)Declaration Form

All bidders are instructed not to fill up the format by hand. Bidders should submit all the formats/documents given below neatly **without any cutting and overwriting** and duly signed by bidder so as to avoid any misunderstanding while deciding the technical bid.

I/We.....having ouroffice atdo declare that I/We have read all the conditions of the bid floated by the Director, Animal Husbandry Department, Uttar Pradesh, Lucknow for supply of **Mineralised Cattle Lick (ISI Marked)** for the financial year 2023-24 and agree to abide by all the conditions set forth there in.

I/We declare that we are participating in this bid in the capacity of a I/We enclose valid Drug (Manufacturing/Repacking/Loan /Import) License/Third Party MOU or Agreement or Authentic Document acceptable as per Drugs & Cosmetics Act), bearing No(s)valid upto date(s).....in support.

I/We further declare that the rates offered by us shall remain valid for the entire period of the Bid. I/We have enclosed the following documents as per details given against each.

Name of firm	Particulars
Capacity of Bidder- [(1) Sole manufacturers, (2) Repacking license holders, (3) Such Third party manufacturers (who are producing for Tenderer), (4) Loan licensee, (5) bearer of import license;]	
Name of Authorized Signatory	
Signature specimen of authorized signatory	
Total number of pages in bid submitted	
Total number of product quoted	
Total Bid Security for all quoted items	

Bank Details:

Name of the firm/company	
Address	
Name of the Bank	
Branch Address of the Bank	
IFSC Code of the Bank	
Bank Account No.	
PAN Number	
Mobile No. of Authorized Person	
email address	

Signature of Bidder/Tenderer
(with Seal)

(b) Details of Enclosures

Bidder has to fill all the columns given below:

Sl. No.	Name of Documents	Applicable to bidder or not YES/NO	Date of issue	Date of Renewal	Valid upto	Bidder should mark it as Enclosure/ page Number (as per directions in the bid document)	Encl. & page No.	Marking at upper right corner of documents
1.	Declaration Form					E-I		Mark as E-I
2.	Details of enclosures					E-II		Mark as E-II
3.	Check Slip					E-III		Mark as E-III
4.	Manufacturing License ((1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license;) having minimum 5 years manufacturing experience for the Mineralised Cattle Lick (ISI Marked) quoted. Copy of the license along-with approved product with item marked as tender list.					E-IV		If the certificate has more than one page, then mark each page as E-IV(a), E-IV(b) and so on.
5.	License Renewal/Validity Certificate					E-V		If the certificate has more than one page, then mark each page as E-V(a), E-V(b) and so on
6.	Non-Conviction Certificate for the last two years issued by competent authority. For those items for which non-conviction certificate is not issued by competent authority, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.					E-VI		If the certificate has more than one page, then mark each page as E-VI(a), E-VI(b) and so on.
7.	GLP Certificate issued by competent authority, if applicable.					E-VII		Mark as E-VII.
8.	GMP Certificate issued by competent authority, if applicable.					E-VIII		Mark as E-VIII.
9.	ISO Certificate issued by competent authority					E-IX		Mark as E-IX.
10.	Income Tax Clearance Certificate					E-X		Mark as E-X.
11.	PAN					E-XI		Mark as E-XI.
12.	ITR proof					E-XII		Mark as E-XII.
13.	GST Clearance Certificate					E-XIII		Mark as E-XIII.
14.	Sample submission declaration					E-XIV		Mark as E-XIV.
15.	E.M.D. Deposit proof alongwith original F.D.R.					E-XV		Mark as E-XV.
16.	Performance Certificate/Market standing Certificate for last 03 years issued by Competent Authority. As for as products for which Performance Certificate/Market Standing Certificate is not issued by competent authority, Notarized Self performance/market standing certificate for last 03 years on Non Judicial Stamp Paper of Rs. 100/-					E-XVI		If the certificate has more than one page, then mark each page as E-XVI(a), E-XVI(b) and so on at upper right corner
17.	Product catalogue, publications/ Abstracts about product.					E-XVII		Mark as E-XVII.
18.	Proof for deposition of original DD for tender document cost of Rs.15,000.00+ GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.					E-XVIII		Mark as E-XVIII.

19.	Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rate quoted against the tender are not more than the prevailing market /institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016. (Format C 1 & C2)					E-XIX	Mark as E-XIX.
20.	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed. (Format D)					E-XX	If the certificate has more than one page, then mark each page as E-XX(a), E-XX(b) and so on at upper right corner
21.	GST Return Certificate for last 3 years.					E-XXI	If the certificate has more than one page, then mark each page as E-XXI(a), E-XXI(b) and so on at upper right corner
22.	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.					E-XXII	If the certificate has more than one page, then mark each page as E-XXII(a), E-XXII(b) and so on.
23.	Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract. (Format E)					E-XXIII	Mark as E-XXIII.
24.	For Mineralised Cattle Lick for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority as given in clause 21.6 (h) of ITB.					E-XXIV	If the certificate has more than one page, then Mark as E-XXIV(a), E-XXIV(b) and so on.
25.	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid					XXV	Mark as E-XXV(a), E-XXV(b) and so on.
26	MSME/SSI/NSIC/CPSE Registration certificate, if any.					XXVI	Mark as E-XXVI(a), E-XXVI(b) and so on.

Note-

1. If any document does not require date of issue or last date of validity , write not applicable (NA) in respective columns.
2. Ensure that the scanned copies of documents are clearly readable.

Signature of Bidder/Tenderer(with Seal)

(To be filled & submitted by the bidders)

(c) Check Slip

(To be filled in by the Tenderer only)

THE DOCUMENTS TO BE COMPULSORILY ENCLOSED TO THE TENDER FORM ARE LISTED BELOW. ANY OMISSION MAKES THE TENDERER LIABLE FOR REJECTION. BEFORE SEALING THE TENDER CHECKUP EACH ITEM AND SCORE AT THE APPROPRIATE PLACE WITH YES OR NO.

Sl. No.	Name of Documents	Documents Enclosed by bidder or not YES/NO
1.	Declaration Form	
2.	Check Slip	
3.	Manufacturing License ((1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license;) having minimum 5 years manufacturing experience for the Mineralised Cattle Lick quoted. Copy of the license alongwith approved product with item marked as tender list.	
4.	License Renewal/Validity Certificate	
5.	Non-Conviction Certificate for the last two years issued by competent authority. For those items for which non-conviction certificate is not issued by competent authority, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.	
6.	GLP Certificate issued by competent authority, if applicable.	
7.	GMP Certificate issued by competent authority, if applicable.	
8.	ISO Certificate issued by competent authority	
9.	Income Tax Clearance Certificate	
10.	PAN	
11.	ITR proof	
12.	GST Clearance Certificate	
13.	Sample submission declaration	
14.	E.M.D. Deposit proof alongwith original F.D.R.	
15.	Performance Certificate/Market standing Certificate for last 03 years issued by Competent Authority. As for as products for which Performance Certificate/Market Standing Certificate is not issued by competent authority, Notarized Self performance/market standing certificate for last 03 years on Non Judicial Stamp Paper of Rs. 100/-	
16.	Product catalogue, publications/ Abstracts about product	
17.	Proof for deposition of original DD for tender document cost of Rs.15,000+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.	
18.	Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market/institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016.	
19.	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed.	
20.	GST Return Certificate for last 3 years.	
21.	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.	
22.	Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract.	
23.	For Mineralised Cattle Lick for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority as given in clause 21.6 (h) of ITB.	
24.	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid	

Signature of Bidder/Tenderer(with Seal)

**SECTION III (B): SCHEDULE OF REQUIREMENTS &
SECTION III (C): TECHNICAL SPECIFICATION
(LIST OF ITEM TO BE TENDERED FOR THE FINANCIAL YEAR 2023-24)**

SECTION III(B) : SCHEDULE OF REQUIRMENT & SECTION III(C) : TECHNICAL SPECIFICATION							
Schedule & Item Code	Name of Medicines etc.	Composition/ Specification	Packing Unit	Approximate Quantity	Estimated Value in lakh Rs.	e-Bid Security(Earnest Money Deposit)required as per estimated value of items according to UP Procurement Mannual 2016 clause 9.2(Rs.)	e-Bid Security(Earnest Money Deposit) to be deposited by tenderer as per quoted items (Rs.)
1	2	3	4	5	6	7	8
1	Mineralised Cattle Lick (ISI Marked)						
1.01	Mineralised Cattle Lick (ISI Marked) (IS – 920: 1972)	ISI	1 Kg pack as brick	55400 pack	99.72	1,00,500.00	

Note-

1. The estimated/approximate quantity and value is tentative and may vary as per the availability of budget during the currency of rate contract period.
2. The bidder should submit the copy of bid security submitted in the form of *Fixed Deposit Receipt (FDR) as per quoted items.
3. The bidder should fill the column-8 indicating EMD amount against respective items. Items for which not quoted, 'NO EMD' should be written or left blank.

SECTION III (C) TECHNICAL SPECIFICATIONS

FOR various offices/institutions of Department of Animal Husbandry, Government of Uttar Pradesh

[Specification as per Section III(B) above]

IMPORTANT NOTICE

(Applicable for all Technical Specifications)

1. In case the bid of any bidder is accepted and at later it is found that the specifications of any item do not match with the "Composition/specification" given in this tender document, the purchaser may ask for the product of its choice. If the bidder/supplier does not agree to it, the purchaser shall cancel the bid/contract/order of particular item and the EMD/Security amount deposited in any form to the purchaser by the bidder/supplier may be forfeited.

Date:

Place: Signature and seal of the Bidder

Handwritten signature

Handwritten checkmark

SECTION III(D) : QUALIFICATION REQUIREMENTS

1. Eligibility-

- 1.1 (1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license; who have minimum 05 years manufacturing experience for the quoted Mineralised Cattle Lick (ISI Marked), will be eligible to participate in tender.
- 1.2 Tenderer should not been blacklisted or debarred by competent authority of any department/ government institution in the country since last two years and quoted product are not found not of standard quality for last 03 years and supported by notarized affidavit on non-judicial stamp of Rs. 100/-. The affidavit should also contain the fact that recommendations has not been made by Central Bureau of Investigation (CBI) or by other competent investigating agency against the tenderer for staying or cancelling the rate contract.
- 1.3 Manufacturers/Tenderer shall have 05 years manufacturing experience for Mineralised Cattle Lick quoted as evidenced by Manufacturing License and other relevant documents, BIS/ISI Certificate for the item tendered.
- 1.4 Manufacturer/Tenderer should submit their small scale industry (SSI)/ medium, small and micro entrepreneur (MSME) certificate/NSIC Registration Certificate, if any.
- 1.5 Tenderer should hold non-conviction certificate for last 2 years (including current financial year, if issued) issued by competent authority under Drugs and Cosmetics Act 1945 and the latest one should be valid on the date of submission of the tender.
- 1.6 Only those Tenderer will be eligible to participate in tender whose turnover for last 03 years is not less than Rs. 5.00 crore each year. MSME/SSI units of U.P. are being exempted from Turnover Condition & MSME/SSI units of U.P./CPSEs will be given purchase preference as per government policy."
- 1.7 Manufacturer/Tenderer shall have valid Good Laboratory Practices (G.L.P.) & Good Manufacturing Practices (G.M.P.) Certificate. But, if tender is single sole manufacturer, then only GLP is compulsory in that case.
- 1.8 Tenderer/manufacturer should have valid ISO certificate issued by competent authority.
- 1.9 For Mineralised Cattle Lick for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority (Bureau of India Standard) should necessary be enclosed as given in clause 21.6 (h) of ITB.
- 1.10 Annual Production Capacity of the products quoted should also be provided by the tenderer.
- 1.11 Distributors, suppliers, agents will not be eligible to participate in tender and supply the goods. Only third party manufacturers (who are producing for tenderer)/sole manufacturers/repacking license holders/loan licensee, and bearer of import license as mentioned in clause 1.1 above, will be eligible to participate in tender and to supply the goods.
- 1.12. The bidder should have relevant documents for the following:

Sl. No	Name of the Document
1.	Declaration Form
2.	Details of Enclosures
3.	Check Slip
4.	Manufacturing License ((1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license;) having minimum 5 years manufacturing experience for the Mineralised Cattle Lick (ISI Marked) quoted. Copy of the license along with approved product list with item marked as tender list.
5.	License Renewal/Validity Certificate
6.	Non-Conviction Certificate for the last two years issued by competent authority. For those items for which non-conviction certificate is not issued by competent authority, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.
7.	GLP Certificate issued by competent authority, if applicable.
8.	GMP Certificate issued by competent authority, if applicable
9.	ISO Certificate issued by competent authority
10.	Income Tax Clearance Certificate
11.	PAN
12.	ITR proof
13.	GST Clearance Certificate
14.	Sample submission declaration
15.	E.M.D. Deposit proof alongwith original F.D.R.
16.	Performance Certificate/Market standing Certificate for last 03 years issued by Competent Authority. As for as products for which Performance Certificate/Market Standing Certificate is not issued by competent authority, Notarized Self performance/market standing certificate for last 03 years on Non Judicial Stamp Paper of Rs. 100/-
17.	Product catalogue, publications/ Abstracts about product
18.	Proof for deposition of original DD for tender document cost of Rs. 15,000.00 +GST in favour of Director, Animal Husbandry, U.P. Lucknow as Tender Document Cost.

19. Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market/institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016.
20. Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed.
21. GST Return Certificate for last 3 years.
22. Audited Balance Sheet & Profit and Loss Account for last 03 financial years.
23. Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority and no recommendations against Tenderer have been made by CBI or any other competent investigating agency for staying/cancelling the rate contract.
24. For Mineralised Cattle Lick for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority as given in clause 21.16(h) of ITB.
25. Annual Production capacity
26. MSME/SSI/NSIC/CPSE Registration Certificate.

2.0 SUBMISSION OF THE FILLED IN TENDER FORMS:

- 2.1 The tenderer shall submit the E-tender form along with all prescribed enclosure on line on or before the date and time fixed by the Director, Disease Control & Farms, Animal Husbandry, U.P., Gokaran Nath Road, Badshah Bagh, Lucknow-226007 (U.P.)
- 2.2 All the required documents/enclosures/literatures etc. have to be uploaded along with Technical Bid (Part-I of the Tender) only. Qualification of the Financial Bids (Part II) of the tender will only depend on the scrutiny of documents uploaded with the Technical Bids. Financial Bids shall consist of only the details of rates offered.
- 2.3 **The Scheduled dates and time for the Tender are:-**

1- Availability of Online Tender Forms:	Date 06.06.2023 from 05.00 P.M.
2- Submission of Online Tender Forms start date:	Date 06.06.2023 from 07:00 P.M.
3- Pre Bid Meeting	Date 13.06.2023 at 02.30 P.M.
4- Last Date for online submission of tender form:	Date 27.06.2023 upto 01.00 P.M.
5- Opening of Online Tender Forms (Technical bids):	Date 27-06-2023 at 05:30 P.M.
- 2.4 The dates scheduled for receipt and opening of Tenders are fixed and liable to be changed only under exceptional circumstances.
- 2.5 If for any unforeseen reasons the date for submission of tenders and opening of tenders happens to be a public holiday, the notified dates automatically get postponed to next working day. If for any other unavoidable circumstances the above mentioned dates are changed, a notice to that effect shall be pasted on notice board of Directorate of Animal Husbandry, U.P., Gokaran Nath Road, Badshah Bagh, Lucknow.
- 2.6 The Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow is not responsible for non-receipt of tenders or late receipt of tenders.
- 2.7 The tender forms are non-transferable and only those tenderer firms who have been authorized to fill online tender forms, shall be eligible to submit the Online Tender.
- 2.8 Tenders not submitted in time and in the manner as specified, shall be rejected without any further notice.
- 2.9 Failure to fill and sign the declaration and check slip shall make tender invalid and liable for rejection.

3. PREPARATION & SUBMISSION OF e-Bids

3.1 Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components:
e-Bids will comprise of:

- a) Technical proposal -as per SECTION - I, II & III
- b) Financial proposal - as per SECTION IV

3.2 Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal (Annexure I & II), documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in Section IV of e-Tender document. It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

3.3 Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids. Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

3.4 Submission of e-Bids (read together with Section-I(B) PREPARATION OF e-Bid)

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Animal Husbandry Department, U.P. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end

date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible. The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders May contact U.P. Electronics Corporation Limited at the contact details given in Section I of e-tender document. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above. For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder May also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e- Bid submission date starts. The Department of Animal Husbandry, U.P. shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems. The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this e-tender document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He May be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only. After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

3.5 **Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document. The Department of Animal Husbandry, U.P. may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB Clause 4, in which case all rights and obligations of the Department of Animal Husbandry, U.P. and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Department of Animal Husbandry, U.P. shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **01.00 P.M. of 27-06-2023**

3.6 Late e-Bids

The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

3.7 Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again. The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure. The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above. The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids. No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

3.8 Receipt and Opening of e-Bids by the Purchaser

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members in the office of the Director, Disease Control and Farms/Director, Administration and Development, Department of Animal Husbandry, U.P., will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **01.00 PM on 27-06-2023** at Directorate of Animal Husbandry, U.P., Badshahbag, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently. After evaluation of technical e-Bids, Director, Disease Control & Farms, Animal Husbandry, U.P. shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as technically qualified bidder. The department will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been short listed for opening of their financial e-bids.

Note: -The Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the bid using its Digital Signature. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.

3.9 DOCUMENTS TO BE ENCLOSED:

3.9.1 All the enclosed documents shall be in English or Hindi. If any document is produced in language other than English and Hindi, true translation copies of such document in English shall be enclosed duly attested along with seal by a Gazetted Officer. Failure to submit English translation shall make tender invalid.

3.9.2 The tenderers are requested to enclose the following documents in a sequential order as given below to the Part-I(Technical Bid) of the Tender. Each document shall be given **Serial Number in "RED INK"** at right top corner of the documents invariably. The below mentioned documents duly attested along with seal by a Gazetted Officer have to be arranged and enclosed in the order mentioned below:

Sl. No	Code Number	Name of the Document
1	E-I	Declaration Form
2	E-II	Details of Enclosures
3	E-III	Check Slip

4	E-IV	Manufacturing License ((1) Sole manufacturers, (2) Repacking license holders, (3) such Third party manufacturers (who are producing for Tenderer), (4) loan licensee and (5) bearer of import license;) having minimum 5 years manufacturing experience for the Mineralised Cattle Lick (ISI Marked) quoted. Copy of the license alongwith approved product list with item marked as tender list.
5	E-V	License Renewal/Validity Certificate
6	E-VI	Non-Conviction Certificate for the last two years issued by competent authority. For those items for which non-conviction certificate is not issued by competent authority, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.
7	E-VII	GLP Certificate issued by competent authority, if applicable.
8	E-VIII	GMP Certificate issued by competent authority, if applicable.
9	E-IX	ISO Certificate issued by competent authority
10	E-X	Income Tax Clearance Certificate
11	E-XI	PAN
12	E-XII	ITR proof
13	E-XIII	GST Clearance Certificate
14	E-XIV	Sample submission declaration
15	E-XV	E.M.D. Deposit proof alongwith original F.D.R.
16	E-XVI	Performance Certificate/Market standing Certificate for last 03 years issued by Competent Authority. As for as products for which Performance Certificate/Market Standing Certificate is not issued by competent authority, Notarized Self performance/market standing certificate for last 03 years on Non Judicial Stamp Paper of Rs. 100/-
17	E-XVII	Product catalogue, publications/ Abstracts about products
18	E-VIII	Proof for deposition of original DD for tender document cost of Rs.15,000.00+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.
19	E-XIX	Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market/institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016.
20	E-XX	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed.
21	E-XXI	GST Return Certificate for last 3 years.
22	E-XXIII	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.
23	E-XXIV	Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract.
24	E-XXV	For Mineralised Cattle Lick for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority as given in clause 21.6 (h) of ITB.
25	E-XXVI	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid
26	E-XXVII	MSME/SSI/NSIC/CPSE Registration certificate, if any.

*In addition to submitting e-tender through e-procurement system, tenderer are also required to submit **hard copy of the bid documents** in following manner preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid.*

THE TECHNICAL BID (PART I) CONSISTING OF ALL REQUIRED DOCUMENTS AS SUBMITTED ON LINE, SHALL BE SEALED ENVELOP OF TECHNICAL BID MARKING WITH SUPERScription- "**HARD COPY OF TECHNICAL BID for Tender for supply of Mineralised Cattle Lick (ISI Marked) for the Year 2023-24**".

IMPORTANT- Hard copy of FINANCIAL BID (PART II) NEED NOT to be submitted.

3.10 SECURITY DEPOSIT:

3.10.1 The successful Tenderer has to deposit the security money/performance security in the form of F.D.R. of Nationalized Bank pledged with the Director, Disease Control & Farms, Department of Animal Husbandry, U.P./concerned indenter. Indenting Officer shall communicate the amount of the security/performance security deposit required to be deposited. The security/performance security amount shall be 10% amount of estimated/contract value of required items.

3.10.2 Within 7 (Seven) days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of Fixed Deposit Receipt for 10% amount of estimated/contract value of required items in favour of Director, Disease Control and Farms, Department of Animal Husbandry, U.P., Lucknow/concerned indenter, which would be valid for the period of Rate Contract, the FDR of any nationalized Bank of India or scheduled bank located in India pledged in favour of the Director, Disease control & Farms, Department of Animal Husbandry, Lucknow/concerned indenter in accordance with the Conditions of Contract.

3.11 INCOME TAX CLEARANCE CERTIFICATE (ITCC):

Attested Xerox Copy of the latest Income Tax Clearance Certificate in the prescribed form as per G.O. Ms. No. 867 dated 16.03.59 duly issued by the Income Tax Officer of the concerned area where assessment is done shall be enclosed. Tenderers who are not liable for Income Tax under section 4(3) of Income Tax Act should invariably produce the affidavit to that effect. Enclosed Income Tax Clearance Certificate should be valid on the date of submission of tender. The tenderer, if required shall submit fresh ITCC on the expiry of the ITCC submitted along with tender. The tenderer shall submit the PAN/ITRs details also. If exemption is provided, then submit the documentary evidence issued by competent authority.

3.12 GOODS & SERVICE TAX (GST) CLEARANCE CERTIFICATE:

Attested Xerox Copy of the latest GST Clearance Certificate obtained from the competent authority of the area concerned shall be enclosed. Those not liable for GST payment under relevant rules should produce certificate to that effect. Enclosed GST Clearance certificate should be issued not earlier than immediate preceding financial year. Certificates older than that shall not be considered.

The Tenderer should also submit attested copies of GST returns for last 3 financial years.

3.13 MANUFACTURING LICENSE:

Duly attested Xerox Copy (a clear print attested by a gazzeted officer/licensing authority along with seal) of the latest Manufacturing License, having 05 years manufacturing experience for the products quoted (Only third party manufacturers (who are producing for Tenderer)/sole manufacturers/ repacking license holders/loan licensee, and bearer of import license will be eligible to participate in tender), which is in vogue, shall be enclosed. If the firm has applied for renewal of license, necessary authenticated proof given by the Competent Licensing Authority should be enclosed. License issued for test and analysis will not be considered. The product/item quoted by the tenderer shall be high lightened on the approved item list. The license Number(s) and date(s) should also be high lightened. The serial number of list of product as in tender document should be mentioned on left side of the product/item quoted and failing which the tender is liable for rejection and no claim shall be entertained. The manufacturing license should clearly indicate a minimum of 05 (five) years of manufacturing and 03 years of performance/marketing experience for the items quoted Products. Items without the proof of 05 years manufacturing & 03 years performance/marketing experience will summarily be rejected. **For Mineralised Cattle Lick (ISI Marked) of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority.** The tenders received without proper license, authenticated list of items covered by license will be liable for rejection.

3.14 NON CONVICTION CERTIFICATE -

Each tenderer has to furnish an attested copy of Non-conviction certificate **for last two (02) years** (including for current year, if issued) issued by the competent authority (Director, Drug Control Administration/Drug Controller/licensing authority, as the case may be) to the effect that the manufacturer is not indulged in any unethical manufacturing practices and that his license is not suspended any time and he was not prosecuted any time. This Non-Conviction Certificate should not be more than one year old at the time of submission of tender and latest one should be valid on the date of submission of the tender. For those items for which non-conviction certificate is not allowed, the tenderer should submit an affidavit to this effect, duly notarized on non-judicial stamp of Rs.100.00.

3.15 **PERRFORMANCE/MARKET STANDING CERTIFICATE-**

The tenderer should have at least three years' Performance/Market Standing as a manufacturer and is required to submit an attested copy of the certificate issued in support of market standing for each product quoted in the tender, by a competent authority exercising powers under Drugs and Cosmetics Act and Rules. Tenderer should also furnish an attested copy of Performance Certificate for the products quoted, issued by the Competent Authority (Performance Certificate/Market standing Certificate for last 03 years issued by Competent authority for quoted item (Mineralised Cattle Lick ISI Marked). As for as other products not covered under Drugs & Cosmetics Act, notarized self performance/market standing certificate for last 03 years on Non Judicial Stamp of Rs. 100/-).

3.16 **G.L.P. , G.M.P. & ISO CERTIFICATE-**

Valid Good Laboratory Practices (G.L.P.) Certificate & Good Manufacturing Practices (G.M.P.) Certificate, which is in vogue at the time of submission of tender, issued by competent authority/drug controller/affidavit (as the case may be) needs to be enclosed along with the Technical Bid.

An ISO certificate should also be enclosed.

3.17 **OPEN MARKET PRESENCE FOR THE INDIVIDUAL PRODUCTS QUOTED-**

[Deleted in case of Mineralised Cattle Lick (ISI Marked)]

3.18 **ANNUAL TURNOVER-**

The tenderer / manufacturer should have annual turnover not be less than 5.00 crore each year for last 03 years (U.P. MSME/SSI units will be given purchase preference as per policy) supported by authentic documents like GST return and annual turnover statement duly signed by chartered accountant. MSME/SSI units of U.P. are exempted from Turnover condition

3.19 **BALANCE SHEET AND PROFIT & LOSS ACCOUNT-**

Audited Balance Sheet & Profit and Loss Account for last 3 financial years should be submitted.

3.20 **NOT BLACK LISTED, NOT DEBARRED, PRODUCTS NOT FOUND NOT OF STANDARD QUALITY (NSQ) & NOT ADVERSE RECOMMENDATIONS BY CBI OR BY ANY COMPETENT INVESTIGATING AUTHORITY-**

Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the Tenderer is not blacklisted, not debarred by any department/government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality (NSQ) by competent authority and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/cancelling the rate contract.

3.21 **BIS/ISI Certificate-**

For Mineralised Cattle Lick and other products of list of items of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority.

3.22 **Annual Production Capacity-**

Tenderer should produce authentic proof for annual production capacity for the items quoted.

4.0 **QUOTING RATES:**

4.1 The rates quoted shall be in Indian Rupees and paisa only and must be expressed both in figures and words as well. The rates should be for the required packing unit and shall be **exclusive of GST**. They should either be typed / computer typed or written legible with ink. The rates of each item should be quoted separately for the required specification and unit pack only and each page shall be signed by the manufacturer/authorized representative (enclose certificate) along with stamp, failing which the tendered items in such pages are liable for rejection. Failing to specify the make will also disqualify the tendered item/product.

4.2 The rates should be F.O.R. destination and inclusive of all duties such as excise duty, customs duty (in case of imported items) and other authorized duties (Except GST) and the cost of original containers packing, forwarding and other incidental charges.

Tenders should not include GST while reckoning the rates and should specifically state that rates quoted are exclusive of GST. No representation shall be entertained at later date in this aspect. The items/firms, which are exempted from GST, should be specifically disclosed.

4.3 In case of tenderers from outside the state of Uttar Pradesh the 'D' form/road permit will be furnished by the indenters/Director, Disease Control and Farms, Animal Husbandry, U.P. to firms to claim Exemption under GST Act , if required as per Act/Rule.

4.4 No Insurance charges will be paid by the department.

4.5 The manufacturer has to supply goods at the HQs of the Department of Animal Husbandry, Badshahbagh, Lucknow and to all the Chief veterinary Officers of the department on the approved (contracted) rates as per indent of the purchaser. In case of Mineralised Cattle Lick (ISI Marked), payment will be released after successful implementation of tender/agreement terms & conditions, and submission of complete analytical Test Report from NABL accredited drug testing laboratory / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 in respect of all supplied batches of **Mineralised Cattle Lick (ISI Marked)** alongwith invoices by supplier. The intenders will be *at a liberty* to assess quality of Mineralised Cattle Lick (ISI Marked), if needed, by way of getting sample tested from NABL accredited drug testing laboratory / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940. The expenses incurred for such testing will be borne by the supplier.

The tenderer whose rates are approved and in whose favour orders are issued, will submit the bills in favour of Chief Veterinary officers of the State or Director, Disease Control and Farms or Director, Administration and Development, as the case may be, Animal Husbandry U.P. Lucknow, as mentioned in purchase order. Payment shall be made by the Chief veterinary Officers of the concerned districts or Director, Disease Control and Farms or Director, Administration and Development, Animal Husbandry U.P. Lucknow, as the case may be.

- 4.6 The rates quoted by the tenderer shall not exceed controlled rates, if the Govt. controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the tenderer shall quote reasonable price applicable to bulk purchases.
- 4.7 In case of **Mineralised Cattle Lick (ISI Marked)** BIS/ISI standard should compulsorily be indicated. The product catalogue containing composition, pharmacopeial standard indications, doses etc. for each item shall be enclosed to Part-I (Technical Bid) of the tender form. Trial reports, professional abstracts etc. pertaining to the products offered may also be enclosed.
- 4.8 The rates offered in the tender shall not exceed the institutional price (Hospital Rates) and in any case the lowest price at which the firm sells the product of identical description to any other Department or Organization or person anywhere in the Country. If such incidences of quoting higher rates come to the notice at any time, during the course of Rate Contract for the rest of the Rate Contract period, the, Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow reserves the right to initiate an appropriate disciplinary action against such firm(s) as the recovery of excess payment including the black listing of the tenderer and cancellation of rate contract.
- 4.9 If artificially low rates are quoted, the Central Purchase Committee reserves the rights to cross verify them and ignore them from consideration in order to prevent unethical trade practices.
- 4.10 Ordinarily the tendered items will be selected based on the lowest rates quoted by the firms in the financial bids. However, the tender committee reserves the right to select the products even with the higher rates depending upon the quality, popularity and market reputation.
- 4.11 If tenderer quotes the rates at his will overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such an action at any time during the rate contract period.
- 4.12 If the Government introduces any fresh taxes or increase present rate of taxes, the same will be considered after receipt of any proper representation.
- 4.13 Representation towards upward revision of rates will be considered only on valid and appropriate grounds.
- 4.14. During the currency of the Rate Contract, if there is any reduction in the price under any statutory provision or by government order, the same reduction in prices shall be made applicable from the date of implementation of the order. The tenderer shall forthwith notify such reduction to the Director, Disease Control & Farms, Animal Husbandry, U.P. as well as to the indenting officers in time, failing which the contracts is liable for cancellation and no further correspondence will be entertained in this regard.
- 5.0 **SAMPLES:**
Tenderer/Rate Contracted firm will be bound to submit the samples of the Mineralised Cattle Lick (ISI) etc. as and when required by the Director, Disease Control & Farms, Animal Husbandry, U.P. or the officer authorized by him and failing to which necessary action shall be taken. Not furnishing declaration will entail rejection of the tender.
- 6.0 **PERIOD OF RATE CONTRACT:**
The Rate Contract will be in force from the date of Rate Contract till **31.03.2024**. It may be extended for a period of 03 months, once only, in special circumstances.
- 7.0 **AGREEMENT BOND:**
- 7.1 Every successful tenderer on intimation by the indenting officer shall execute an agreement bond on non-judicial stamp paper of Rs. 100/- in the prescribed form which will be supplied alongwith the tentative order (order of indent) at the time of placing order. One side of stamp paper has to be used for typing with due attestation on each page.
- 7.2 No Tenderer shall be allowed to make any supply without executing of agreement bond except under very special circumstances.
- 8.0 **GENERAL:**
- 8.1 The firm shall comply all the indents placed by the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow or other departmental officers of all districts in U.P. within a specified period of 15 days under ordinarily circumstances from the date of the receipt of supply orders. Under no circumstances, the period shall exceed 30 days. If any firm fails to supply the indented stocks within stipulated period of 30 days, the indented order automatically gets cancelled, besides any exceed cost incurred due to purchase of such stock from another supplier from open market will be recovered from the defaulting Firm. If the non-compliance of indents causes inconvenience to the prompt and regular supply of the stocks to the department, the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow reserves the right to delete such firm from the Rate Contract for the rest of the year.
- 8.2 All the supplies will be made directly by the manufacturer itself, no stockiest/distributors/CNF agents will be allowed to indulge for receiving of purchase order or supplies or payments, in any case.
- 8.3 Payments to the Rate contract firms will ordinarily be made within a period of 30 days from the date of supply of stocks to the departmental officers. However, this period gets extended under special circumstances.

- 8.4 If any tenderer withdraws his tender at any time after opening of sealed tenders on any plea, or offers to modify any Rate by himself, the request of such tenderer will not be considered under any circumstances and Earnest Money deposited by such tenderer will be forfeited. Besides such firms will be debarred from participating in the Annual Tenders of this office/department for a minimum period of three year or as decided by the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow.
- 8.5 Fresh stock shall invariably be supplied against all orders. The expiry date for applicable items shall be as per norms of products quoted, set in official pharmacopeia. Product should have a minimum 12 months effective expiry period at the time of supply of consignment. In case of premature deterioration, free replacement shall be made on its own cost by tenderer accordingly and any loss should be made good. Every item shall be of good quality as per the approved specification/sample in all aspects and without any damage at the time of receipt of consignment by the indenting/concerning officer.
- 8.6 All labels on cartoons including the labels affixed on it shall bear in Red Print or rubber stamp with inscription "**For U.P. Animal Husbandry Department Use**".
- 8.7 Every product shall have batch number, manufacturing date, expiry date and this should be incorporated in the invoice also.
- 8.8 The successful Tenderer should be prepared to deliver the items indented by various officers at the firm's own cost and it should be in such quantities and number at such time and in such manner as Director, Disease Control & Farms or Director, Administration and Development (as the case may be), Animal Husbandry, U.P., Lucknow /Purchasing officer of Department, Animal Husbandry, U.P. or any one duly authorized by him may decide from time to time.
- 8.9 In the event of the successful tenderer failing to supply, the stores indented in his favour under this Rate Contract within the period prescribed of delivery or requesting for deletion of approved and accepted items by the Tenderer, Director, Disease Control & Farms, A.H., U.P. or other purchasing officer of the department shall have right to resort local purchase and the extra expenditure involved while doing so by the department will be recovered from the Security Deposit in whole or part and if the security deposits falls short, the balance amount will be recovered from any amount payable to the tenderer, by any officer or the Animal Husbandry Department or such an amount will be recovered with legal charges, if any under Revenue Recovery Act.
- 8.10 In the event the successful tenderer failing to supply the store as indented by the Departmental Officer within the prescribed period partially or in whole, the Director, Disease Control & Farms, Animal Husbandry, U.P Lucknow or indenter have the right to take the appropriate action against such tenderer or as notified in para 8.1 and such defaulter will forego the right to participate in future tenders for a minimum period of 3 years or as notified in para 8.1.
- 8.11 In case the supplies delivered by the firm are not in stipulated quality or quantity delivered without correct invoice the Director, Disease Control & Farms or Director, Administration & Development (as the case may be), A.H., U. P., Lucknow/ or any officer authorized by him shall have the power to reject any such supplies (unless the said firm itself suitably replaces forthwith) besides taking suitable action against the erring firm.
- 8.12 If the supplies are found substandard and /or spurious necessary action shall be taken by the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 by the competent authority.

In case of Mineralised Cattle Lick (ISI Marked) relevant suppliers are required to produce analytical Test Report of NABL/ Govt. approved laboratory along with supply. Random sampling may be done by the Consignee/Drug Controller or competent authority and after receiving satisfactory test report from **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 /Govt., analyst and after successful implementation of tender/agreement terms & conditions, the amount of performance security will be released accordingly.

6.2 In case of Mineralised Cattle Lick (ISI Marked), payment will be released after successful implementation of tender/agreement terms & conditions, and submission of complete analytical Test Report from **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 in respect of all supplied batches of **Mineralised Cattle Lick (ISI Marked)** alongwith invoices by supplier.

6.3 The intenders will be *at a liberty* to assess quality of Mineralised Cattle Lick (ISI Marked), if needed, by way of getting sample tested from NABL accredited drug testing laboratory /or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940. The expenses incurred for such testing will be borne by the supplier.

6.4 If the supplies are found substandard and /or spurious necessary action shall be taken by the Director (Disease Control & Farms/Administration & Development), Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 /Relevant Act or Rule by the competent authority.

Penal action will be taken against the firms for supplying sub-standard rproduct, non-compliance of Supply/purchase orders, non-compliance of tender terms & conditions/contract/ submission of forged documents.

As per the confirmatory test report received from competent authority, the copy of test report of **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940/Govt. Public Analyst with show cause notice will be sent to the firm/firms, and utilization of declared adulterated/ spurious product will be stopped with immediate effect. Categories as defined in Drugs & Cosmetics Act 1940 (as amended) e.g. Adulterated, Spurious, Grossly

sub-standard, misbranded product, action will be taken against firms by the department, details given below:-

A-Adulterated/Spurious product

Product supplied to the department by the firms, declared adulterated/ spurious by the competent authority, utilization of product will be stopped with immediate effect. All the supplies will be taken back by the supplier firm at its own cost. Performance security will be forfeited, and even if the product is consumed and payment, if any, made to the firm, the same will be returned to the department by the firm. The supplier firm will be banned to do business in the department for 3 (three) years and matter will be forwarded to the concerned Drug Controlling Organization/Authority or competent authority for necessary action.

B-Grossly Sub-Standard

Product supplied to the department, declared sub-standard by the competent authority, utilization of sub-standard product will be stopped with immediate effect, and if items are consumed, amount of consumed item will be returned to the department by the firm. Sub-standard item are consumed as whole, amount of whole consumed item will be returned to the department by the firm. If sub-standard item are not consumed as whole, unconsumed item will be replaced with fresh stock/batch by the firm at its own cost. The consignee will get quality testing by the Govt. Public Analyst, and cost occurs in such testing will be borne by the firm. Amount of whole/balance quantity of sub-standard batch(s) will be returned to the department without delay, otherwise performance security deposited to the department, will be forfeited. After forfeiture of performance security deposited, if any amount remains, that will be recovered as Land Revenue. Purchase of Sub-standard product(s) of the firm(s) will be banned for two years. The product (s) of the firm which has/have already been banned in department for two years. Other product (s) of the same firm found to be sub-standard in next year; firm will be banned to do business in the department for two years. After the end of banning period if product of the same firm again found to be sub-standard, the firm will be banned to participate in tenders and to do business in the department for three years.

C-Miss-branded

Product supplied to the department, declared Miss-branded by the competent authority, utilization of Miss-branded product will be stopped with immediate effect, and if product are consumed, amount of consumed product will be returned to the department. And if sub-standard product are consumed wholly, amount of whole consumed product will be returned to the department by the firm.. If product are not consumed wholly, unconsumed product will be replaced with fresh stock/ batch by the firm at its own cost to the department. Amount of wholly/partly sub-standard batches will be returned to the department without delay otherwise performance security deposited to the department, will be forfeited. After that, if any amount remains, it will be recovered as Land Revenue. Participation of firm's Sub-standard product will be banned in departmental tender for one year. If firm again supplies sub-standard product, the firm will be banned for one year to participate in departmental tender. In case of repetition of sub-standard product the firm will be banned for next three years.

Non Supply against Purchase orders

Show cause notice will be issued to the firm. If supplies are not being made as per terms & condition of tender/purchase orders and time given in purchase orders, firm will be banned to participate in tender and doing business in department for one year. Performance Security will be forfeited and deposited in Govt. Treasury. In case of repetition, the firm will be banned for doing business for next three years.

Non Compliance of Terms & Condition of Tender/ Contract/Agreement and in case of forged documents

Show cause notice will be issued to the firm. Earnest money/performance security as case may be, forfeited and deposited in Govt. Treasury and firm will be banned to participate in tender and to do business in department for one year. In case of repetition of the same, firm will be banned for doing business for next three years.

In addition to above, in case of declared substandard samples, whole amount paid against substandard product (s) will be returned by the rate supplier firm. Legal action against such firms will be taken and amount will be recovered as per rule. If the firm fails to return the amount, its performance security will be forfeited and remaining amount (after adjustment of performance security) will be recovered as per Land Revenue Act.

8.13 No exact estimate for the quantity of the purchases will be given against this rate contract.

8.14 Rejected items shall be -taken back at the expenses of the firm within 15 days after notice has been given to the firm of such rejection. If not, Director, Disease Control & Farms, Animal Husbandry, U.P. or any one duly authorized by him shall remove them from deposited point and clearance charges thus incurred shall be recovered from the firm.

8.15 Any shortage or breakage during the transit will have to be replaced by the firm free of charge. Goods found damaged on opening of consignment on the basis of certificate issued by consignee without any further proof shall be replaced at the cost of the tenderer.

8.16 The bills of cost towards the stores supplied by the Rate Contract firm should be sent to the indenting officer/consignee. The indenting officer and Director, Disease Control & Farms, A.H., U.P. Lucknow

reserves the right to deduct from the Bills suitable sums on account of quantity, quality or by way of penalty for any specific defaults.

- 8.17 The decision of the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow or his duly authorized officer shall be final with regard to the acceptability of store supplied by the tenderer and plea for assigning the reasons for rejection will not be entertained.
- 8.18 Copies of document produced by the tenderer/enclosed with Technical Bid should be clear and readable; otherwise it will not be considered All Xerox copies of documents enclosed shall be duly attested by a Gazetted Officer, under his name and official seal.
- 8.19 The Tender Forms failing to contain necessary enclosures and/Incomplete/Faulty Forms at the time of opening shall be rejected without any further notice. No extension of time will be given in this regard.
- 8.20 The purchase committee or its nominee is empowered to cross verify the facts provided in the Technical bid specially in respect to the manufacturing premises, and standardization facilities. The purchase committee and its nominees shall visit the premises of the participating firm. However, finalization of technical bid shall continue and if any firm is found in non-compliance of with the requirements, the firm shall be liable to be debarred technically and the financial bid of said tenderer shall not be considered. Even if the lowest Rate Contract of the firm has confirmed, the next lowest rate shall be considered.
- 8.21 Tenders with extra conditions, if any, of the tenderer will be summarily rejected.
- 8.22 The Central Purchase Committee does not bind itself to accept the lowest tender and reserves the right to reject any one or all tenders without assigning any reasons or accept any one or more tenders for the same item, without assigning any reasons thereof and no further correspondence will be entertained on this.
- 8.23 The Director, Disease Control & Farms of Animal Husbandry, U.P., Lucknow is empowered to resort to punitive actions ranging from the recovering of losses to black listing of the erring Rate Contract Firm for any kind of malpractices violating the tender terms and conditions.
- 8.24 Only those agreeing with the above conditions may offer the tenders.
- 8.25 All legal complications or suits, if any, sought on these transactions shall be limited to any competent Court of Law within Lucknow jurisdiction only.
- 8.26 In case of any discrepancy in Qualification Requirement Section III(D) and ITB, Technical Specification (Section I, Section III), the factual position in later (Section I, Section III) shall prevail.

(To be filled & submitted by the bidders)

SECTION III(E) : BID SECURITY FORM/EARNEST MONEY

Whereas _____ (Name of the Bidder) (Hereinafter called "the Bidder") has submitted its bid dated _____ (Date of Submission of bid) for the supply of _____ (name and description of the goods) (Hereinafter called "the Bid") is hereby submitting the FDR of bid security/EMD as under as per clause 12 of Section (I) of ITB-

F.D.R. Details-

FDR No..... Date Amount Rs. ofbank.....

The CONDITIONS of this obligation are : The e-Bid security/EMD money be forfeited-

1. if the Bidder

- a. withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. does not accept the correction of errors in accordance with the ITB; or
- c. modifies its bid price during the period of bid validity specified by the bidder on the bid form; or

2. if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :

- a. fails or refuses to execute the Contract Form if required; or
- b. fails or refuses to furnish the performance security in accordance with the ITB;

Seal and signature of the bidder _____

with Name of Authorized _____

Official signing the tender document _____



SECTION III(F) : CONTRACT FORM

This Agreement is made on ----- day of ----- in the year 2023 at Lucknow.

BETWEEN

Director, Disease Control & Farms/Director, Administration and Development /other departmental officers (as the case may be) of the Department of Animal Husbandry, U.P. (Hereinafter referred to as "the Purchaser") which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) of the ONE PART.

AND ----- (Name of Supplier Company/firm), a proprietary/ partnership firm / Public/ Private Limited company having its registered office ----- of (City & Country of Supplier) (Hereinafter called "the Supplier" which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) on the OTHER PART.

2- WHEREAS the Purchaser is desirous to purchase certain Medicines/Hormones/Vitamins/Minerals etc. and has accepted a bid tendered by the Supplier for the supply of these goods in the sum of Rs (contract price in words and figures) (Hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(1.) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in the Tender Document of Department Tender No

(2.) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the e-Bid Form and approved rates;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract; and

(3.) In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

(4.) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(5) If the supplies are found substandard and /or spurious necessary action shall be taken by the Director (Disease Control & Farms/Administration & Development), Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 OR under related Act/Rule by the competent authority.

In case of Mineralised Cattle Lick (ISI Marked) relevant suppliers are required to produce analytical Test Report of NABL/Govt. approved laboratory along with supply. Random sampling may be done by the Consignee/Drug Controller and after receiving satisfactory test report from **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 /Govt., analyst and after successful implementation of tender/agreement terms & conditions, the amount of performance security will be released accordingly.

6.2 In case of Mineralised Cattle Lick (ISI Marked), payment will be released after successful implementation of tender/agreement terms & conditions, and submission of complete analytical Test Report from **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940 in respect of all supplied batches of **Mineralised Cattle Lick (ISI Marked)** alongwith invoices by supplier.

6.3 The intenders will be *at a liberty* to assess quality of mineral mixture, if needed, by way of getting sample tested from NABL accredited drug testing laboratory / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940. The expenses incurred for such testing will be borne by the supplier.

6.4 If the supplies are found substandard and /or spurious necessary action shall be taken by the Director (Disease Control & Farms/Administration & Development), Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 /Relevant Act or Rule by the competent authority.

Penal action will be taken against the firms for supplying sub-standard rproduct, non-compliance of Supply/purchase orders, non-compliance of tender terms & conditions/contract/ submission of forged documents.

As per the confirmatory test report received from competent authority, the copy of test report of **NABL accredited drug testing laboratory** / or any analytical drug testing laboratory licensed under the drug and cosmetics act 1940/Govt. Public Analyst with show cause notice will be sent to the firm/firms, and utilization of declared adulterated/ spurious product will be stopped with immediate effect. Categories as defined in Drugs & Cosmetics Act 1940 (as amended) e.g. Adulterated, Spurious, Grossly sub-standard, misbranded product, action will be taken against firms by the department, details given below:-

A-Adulterated/Spurious product

Product supplied to the department by the firms, declared adulterated/ spurious by the competent authority, utilization of product will be stopped with immediate effect. All the supplies will be taken back by the supplier firm at its own cost. Performance security will be forfeited, and even if the product is consumed and payment, if any, made to the firm, the same will be returned to the department by the firm. The supplier firm will be banned to do business in the department for 3 (three) years and matter will be forwarded to the concerned Drug Controlling Organization/Authority or competent authority for necessary action.

B-Grossly Sub-Standard

Product supplied to the department, declared sub-standard by the competent authority, utilization of sub-standard product will be stopped with immediate effect, and if items are consumed, amount of consumed item will be returned to the department by the firm. Sub-standard item are consumed as whole, amount of whole consumed item will be returned to the department by the firm. If sub-standard item are not consumed as whole, unconsumed item will be replaced with fresh stock/batch by the firm at its own cost. The consignee will get quality testing by the Govt. Public Analyst, and cost occurs in such testing will be borne by the firm. Amount of whole/balance quantity of sub-standard batch(s) will be returned to the department without delay, otherwise performance security deposited to the department, will be forfeited. After forfeiture of performance security deposited, if any amount remains, that will be recovered as Land Revenue. Purchase of Sub-standard product(s) of the firm(s) will be banned for two years. The product (s) of the firm which has/have already been banned in department for two years. Other product (s) of the same firm found to be sub-standard in next year; firm will be banned to do business in the department for two years. After the end of banning period if product of the same firm again found to be sub-standard, the firm will be banned to participate in tenders and to do business in the department for three years.

C-Miss-branded

Product supplied to the department, declared Miss-branded by the competent authority, utilization of Miss-branded product will be stopped with immediate effect, and if product are consumed, amount of consumed product will be returned to the department. And if sub-standard product are consumed wholly, amount of whole consumed product will be returned to the department by the firm.. If product are not consumed wholly, unconsumed product will be replaced with fresh stock/ batch by the firm at its own cost to the department. Amount of wholly/partly sub-standard batches will be returned to the department without delay otherwise performance security deposited to the department, will be forfeited. After that, if any amount remains, it will be recovered as Land Revenue. Participation of firm's Sub-standard product will be banned in departmental tender for one year. If firm again supplies sub-standard product, the firm will be banned for one year to participate in departmental tender. In case of repetition of sub-standard product the firm will be banned for next three years.

Non Supply against Purchase orders

Show cause notice will be issued to the firm. If supplies are not being made as per terms & condition of tender/purchase orders and time given in purchase orders, firm will be banned to participate in tender and doing business in department for one year. Performance Security will be forfeited and deposited in Govt. Treasury. In case of repetition, the firm will be banned for doing business for next three years.

Non Compliance of Terms & Condition of Tender/ Contract/Agreement and in case of forged documents

Show cause notice will be issued to the firm. Earnest money/performance security as case may be, forfeited and deposited in Govt. Treasury and firm will be banned to participate in tender and to do business in department for one year. In case of repetition of the same, firm will be banned for doing business for next three years.

In addition to above, in case of declared substandard samples, whole amount paid against substandard medicine(s) will be returned by the rate supplier firm. Legal action against such firms will be taken and amount will be recovered as per rule. If the firm fails to return the amount, its performance security will be forfeited and remaining amount (after adjustment of performance security) will be recovered as per Land Revenue Act.

DELIVERY SCHEDULE:

3- All the items shall be delivered within 4 weeks (in 6 weeks in case of destination is outside Lucknow) from the date of issue of the purchase order and/or as specified in the respective Purchase Order. The pre dispatch inspection of the items shall be done by the Purchaser before delivery at final destination, if needed by purchaser.

The Delivery and satisfactory Reports of the supplied material shall be required to be furnished to the purchaser for release of payment.

ARBITRATION

4- In case of any dispute/difference between the parties in relation to this Agreement, the matter shall be referred for Arbitration to sole arbitrator, the Principal Secretary, Animal Husbandry, Govt. of UP or his nominee, who will be the Sole Arbitrator to decide the dispute/difference between the parties. The decision of Arbitrator shall be final and binding on both the parties. The Courts will have exclusive Jurisdiction at Lucknow.

5- In WITNESS whereof the parties hereto caused this Agreement to be executed in accordance with their respective laws and signed on their respective behalf by their duly authorized officials at the place and on the date first herein above-written.

On behalf of Purchaser

1. _____
(Name of Authorised person, designation)
Signed, sealed and delivered by the said)

2. _____
in the presence of
1. _____

On behalf of Supplier

1. _____
(Name of Authorized person, designation)
Signed, sealed and delivered by the said)

2. _____
1. _____

(To be filled and submitted by the bidders)

SECTION III(G) : PERFORMANCE STATEMENT FORM

Proforma for Performance Statement (for a period of last three financial years)

Name of Company/Firm.....

Order placed by (Full address of Purchaser)	Order No & Date	Description and quantity of ordered goods	Value of order	Date of Completion of Delivery		Remarks indicating reasons for late delivery if any	Has the ordered goods been satisfactorily supplied?
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and Seal of the E-Bidder

With name of the authorized person

SECTION III (I): CAPABILITY STATEMENT (CS)

1. (a) Name and complete mailing address of the business/sales office of the bidder.

(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

2. Strength of business/sales office of bidder:

(i) No. of Marketing personnel:

(ii) No. of Technical personnel:

(iv) No. of Supporting personnel:

3. Classification Manufacturer(OEM)/ or requisite license holder

4. Complete mailing address of manufacturing unit-

5. Type of Item manufactured and supplied by Bidder during the last 3 financial years:-

Year	Name of goods	Capacity/Size	Nos.

6. Type of goods, if any, supplied during the last 3 financial years other than those covered under 5 above:

Year	Name of medicines/goods	Capacity	Name of Manufacturer place of origin	Total quantity supplied in india

7. Turnover of the bidder's company in last three financial years:
(Please fill the figures. Do not quote "As per enclosures")

Financial year	Turnover (Rs. in crores)	Profit Rs. in crores (after taxation)	Remarks
2020-21			
2021-22			
2022-23			

8. Validity date of ISO Certifications of Original Medicine Manufacturer (OMM)/Repacking License Holder/Loan Licensee/Importer/Third Party, if any

9. Details of Manpower available at the factory/ plant:

1. Quality assurance
2. Production
3. Marketing
4. Service
5. Administrative

10. Names of three buyers to whom similar goods as under were supplied in the last three financial years and to whom reference may be made by the Purchaser regarding the bidder's performance for timely completion of delivery, and after sales service support:

A. (i) Complete address of the buyer:

(ii) Name & designation of contact person

(iii) Mobile/Phone/Fax No./E-mail address:.....

B. Complete address of the buyer:

(ii) Name & designation of contact person

(iii) Mobile/Phone/Fax No./E-mail address:.....

C. Complete address of the buyer:

(ii) Name & designation of contact person

(iii) Mobile/Phone/Fax No./E-mail address:.....

11. (a) Whether the e-Bidder has a manufacturing unit in the state of Uttar Pradesh (Yes/No)

(b) If yes, the manufacturing unit falls into which type of industry unit (Small/Medium/Large Scale) as per govt. norms.

(c) If yes, name of items along with item code of e-tendered items which have been manufactured by your firm and quoted in this e-tender.

12. Details Depot of the e-Bidder in Uttar Pradesh only:

Sl. No.	Address of Depot, if any	Name and Contact No of Depot	Details of supporting documents submitted for proof of Distributor/CNF

Seal and signature of the bidder _____
with Name of Authorized

Official signing the agreement.





SECTION III (J) : PERFORMANCE SECURITY FORM

Ref:

Date:

To,

The Director,

.....
.....
.....

WHEREAS(Name & address of supplier) hereinafter called "the supplier" having been entered into contract with Department of Animal Husbandry, U.P. (hereinafter called "the purchaser") for the supply of (Description of Goods.....) undertake as under:-

As per the ITB Clause 29- Performance Security-

That within 7(seven) days of the execution of the contract with the Purchaser, we.....shall furnish a performance security in the form of Fixed Deposit Receipt for 10% amount of estimated/Contract value of required items in favour of Director, Disease Control and Farms, Department of Animal Husbandry, U.P., Lucknow/concerned indenter, which would be valid for the period of Rate Contract, of any nationalized bank of India or scheduled bank located in India pledged in favour of the Director, Disease Control and Farms, Department of Animal Husbandry, U.P., Lucknow/concerned indenter in accordance with the conditions of contract.

Forfeiture of Performance security (In pursuant to clause 9.22 of U.P. Procurement Manual 2016)-

Performance security may be forfeited and credited to Government Account in the event of breach of contract by the supplier, in terms of the relevant contract.


Signature of bidder/tenderer
(with seal)

.....

.....

Date.....

.....

SECTION III (K) : FORMATS FOR SECTION III-TECHNICAL e-BID

Format A

**FORMAT FOR NOTARIZED AFFIDAVIT
(On Non Judicial Stamp of Rs. 100/- duly attested by Notary Public)**

I/We.....proprietor/partner/Director
of M/sdo hereby declare
that:

1. I/We have read the terms and conditions of the Bid and I agree to abide by these terms and conditions and other guidelines issued in this regard.
2. I/We have enclosed all additional undertakings/affidavits/certificates as required, as per Bid conditions. The information given by me in this tender form is true and correct to the best of my knowledge and belief.
3. I/We do hereby declare that product(s) quoted by me/us against this tender is/are not covered under Drugs & Cosmetics Act 1945 as such Non-Conviction Certificate cannot be issued by Drug Authority.
4. So, I/we do hereby further declare that we have never been convicted by competent authority in the matter of product(s) quoted by us.

Signed on day of2023 at

Signature of the Bidder



**FORMAT FOR NOTARIZED AFFIDAVIT
(On Non Judicial Stamp of Rs. 100/- duly attested by Notary Public)**

I/We.....proprietor/partner/Director
of M/sdo hereby declare
that:

1. I/We have read the terms and conditions of the Bid and I agree to abide by these terms and conditions and other guidelines issued in this regard.
2. I/We have enclosed all additional undertakings/affidavits/certificates as required, as per Bid conditions. The information given by me in this tender form is true and correct to the best of my knowledge and belief.
3. I/We do hereby declare that product(s) quoted by me/us against this tender is/are being sold in the market for more than last 03 years.
4. I/We do hereby also declare that product(s) quoted by me/us against this tender is/are having excellent performance.

Signed on day of2023 at

Signature of the Bidder

(To be filled & submitted by the bidders)

Format C1

**FORMAT FOR NOTARIZED AFFIDAVIT
(On Non Judicial Stamp of Rs. 100/- duly attested by Notary Public)**

I.....proprietor/partner/Director of
M/s do hereby declare
that:

1. I have read the terms and conditions of the Bid and I agree to abide by these terms and conditions and other guidelines issued in this regard.
2. I have enclosed all additional undertakings/affidavits/certificates as required, as per Bid conditions. The information given by me in this tender form is true and correct to the best of my knowledge and belief and the rates quoted are not higher than the rates quoted to other Government/ Semi Government/Autonomous/Public Sector Hospitals/Institutions/ Organizations & prevailing market rate in the same financial year.

Signed on day of2023 at

Signature of the Bidder

Ashe

✓

Format of Fall Clause

(Ref. para 16.19 of U.P. Procurement Manual 2016)

"The price charged for the goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the goods of identical description to any other person during the period of the contract.

If at any time, during the said period, the contractor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Purchase Organization/Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Lucknow and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The above stipulation will not however apply to:

- (1) Export by contractor
- (2) Sale of goods as original equipment at price lower than the price charged for normal replacement.

The contractor shall furnish certificate as and when and in the manner required by the Commissioner and Director of Industries/SPO/Purchase Organization to the effect that the provisions of this clause have been duly complied with in respect of supplies made or billed for up to the date of the certificate.

Signature of the Bidder

Handwritten signature in blue ink.

Handwritten signature in green ink.

FORMAT FOR ANNUAL TURNOVER STATEMENT

The annual turnover of M/s..... for the past three years are given below and certified that the statement is true and correct.

Sl.No.	YEARS	TURNOVER (RUPPES IN LAKHS)
1	2020-21	
2	2021-22	
3	2022-23	

OR

Certified that the audit of accounts for the financial year 2022-23 has not been completed, hence figures of last three years from 2019-20 to 2021-22 are being given as per audited accounts:-

Sl.No.	YEARS	TURNOVER (RUPPES IN LAKHS)
1	2019-20	
2	2020-21	
3	2021-22	

Signature of Chartered Accountant
Name and Seal of Signatory





FORMAT FOR NOTARIZED AFFIDAVIT
(On Non Judicial Stamp of Rs. 100/- duly attested by Notary Public)

- (A) **Declaration regarding not blacklisted or not debarred-**
We M/s(name of firm with official address) date.....hereby declare that Tenderer firm have not been black listed or debarred by any State or Department/Government Institution for last 02 years.
- (B) **Declaration regarding quoted products are not found Not of standard Quality-**
We M/s(name of firm with official address) date.....hereby declare that with respect to products quoted in the bid, our products so far not been declared as Not of Standard Quality by competent authority during for last 03 years.
- (C) **Declaration -**
We M/s(name of firm with official address) date.....hereby declare that no recommendations against Tenderer firm have been made by CBI or any other competent investigating agency for staying/cancelling the rate contract.

The information given by me/us in this tender form is true and correct to the best of my knowledge

Signature of the Bidder

SECTION IV : FINANCIAL e-Bid

IV (A) e-Bid FORM (for financial e-bid)

IV (B) PRICE SCHEDULE/BOQ

Adh

n

SECTION IV (A) : e-Bid FORM (for financial e-Bid)

Date :

IFB No.:.....

To :

THE DIRECTOR, DISEASE CONTROL AND FARMS/
DIRECTOR, ADMINISTRATION AND DEVELOPMENT (as the case may be)
Department of Animal Husbandry, U.P.,
Badshahbagh,
Lucknow-226007

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver
(Description of Goods) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the materials as per the Technical Specifications (Section III(C)) of the e-Bid documents to the purchaser. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/ EMD for Rs (Rupees) in the form of FDR pledged in favour of Director, Disease Control and Farms, Department of Animal Husbandry, U.P., Lucknow, is furnished with this e-Bid form.

I/We hereby declare that if any government fee of government convincer in reference to this e-tender is applicable, shall be borne by us.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our e-Bid is accepted, we will submit the performance security in form of FDR of nationalized bank/scheduled bank or as prescribed by the Purchaser for a sum equivalent to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature) (in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

(NOT to be filled & submitted by the bidders in HARD COPY)

To be filled and submitted electronically

SECTION IV (B): PRICE SCHEDULE / BILL OF QUANTITY (BOQ)

(in INR)

Tender Inviting Authority: Indentening Authority-Director, Disease Control & Farms, Department of Animal Husbandry, U.P., Gokaran Nath Road, Badshah Bagh, Lucknow, Contact No. 0522-2742880, Fax- 0522-2740202

Name of Work: Invitation of e-bid for rate contract of " Mineralised Cattle Lick (ISI Marked)" for the year 2023-24

Contract No: 1614 /Pur.Cell/E-Tender/Mineralised Cattle Lick/2023-24 Dated: 30-05-2023

Name of the Bidder/ Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMB ER #	TEXT #	TEXT #	NUMBE R #	NUM BER	NUM BER #	NUMBE R #	TEXT #
Sl. No.	Item Description	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P (INCLU DING ALL TAXES EXCEP T GST)	GST Amou nt as Applic able in Rs.	TOT AL AMO UNT Witho ut GST	TOTAL AMOU NT With GST	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	MINERALISED CATTLE LICK ISI MARKED						
1.01	Mineralised Cattle Lick (ISI Marked) (IS- 920:1972)	01 Kg pack as brick					