

DIRECTORATE OF ANIMAL HUSBANDRY, UTTAR PRADESH,  
Gokaran Nath Road, Badshahbagh, Lucknow-226007  
website [www.animalhusb.upsdc.gov.in](http://www.animalhusb.upsdc.gov.in)  
Ph. No. 0522-2742880 Fax : (0522) 2740202 email-[dirdcf.ah-up@gov.in](mailto:dirdcf.ah-up@gov.in), [dir.ah.up@nic.in](mailto:dir.ah.up@nic.in)

## COMPETITIVE e-Bidding

FOR  
THE SUPPLY OF "Veterinary Equipments / Machineries & Instruments etc. for A.I., Surgical,  
Pathological, Laboratory & Hospital use"" FOR DEPARTMENTS OF ANIMAL HUSBANDRY,  
GOVERNMENT OF UTTAR PRADESH for the FINANCIAL YEARS 2023-24

E-Bid REFERENCE No. : 2011/Pur.Cell/E-Tender/Instruments(II)/2023-24,

Dated 03.10.2023

PUBLISH DATE AND TIME FOR RFP : 09.10.2023 at 04:00 P.M.

LAST DATE AND TIME FOR SUBMISSION OF E-BIDS : 30.10.2023 up to 12:00 PM.

DATE AND TIME OF OPENING OF ONLINE TECHNICAL E-BID : 30.10.2023 at 03:00 P.M.

PLACE OF OPENING OF E-BIDS : Directorate of Animal Husbandry, U.P., Gokaran Nath Road,  
Badshahbagh, Lucknow-226007

ADDRESS FOR COMMUNICATION: Director, Disease Control & Farms, Department of Animal  
Husbandry, U.P., Gokaran Nath Road, 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. 25000/- + GST



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उत्तर प्रदेश सरकार  
निदेशालय पशुपालन विभाग, उत्तर प्रदेश, लखनऊ-226007  
संख्या-2011/क0प्र0से0/ई-निर्देशन(11)/2023-24 दिनांक- 03 अक्टूबर, 2023  
ई-निविदा आमन्त्रण-सूचना

एतद्वारा पशुपालन विभाग, उत्तर प्रदेश द्वारा पशुपालन विभाग अन्तर्गत कृत्रिम गर्भाधान, पैथोलाजी प्रयोगशालाओं एवं पशु चिकित्सालयों आदि विभागीय संस्थाओं पर उपयोग में लाये जाने वाले पशु चिकित्सकीय उपकरण/मशीनरीज/इन्स्ट्रुमेंट्स आदि (ई-निविदा के शेड्यूल आफ रिक्वायरमेंट के अनुसार) की दर निर्धारण (वित्तीय वर्ष 2023-24 की अवधि के लिए) हेतु मूल निर्माता लाइसेन्सधारक या लघु उद्योग इकाई के रूप में उत्पादन हेतु पंजीकृत हों एवं कोटेड आइटम के उत्पादन का 05 वर्ष का अनुभव हो; उन उपकरणों, जिनका विपणन मूल निर्माता फर्मों द्वारा स्वतः नहीं किया जाता है, के मूल अधिकृत आपूर्तिकर्ता, से ई-प्रोक्योरमेंट माध्यम से आनलाइन निविदाएं आमन्त्रित की जाती हैं। निविदादाता को सक्षम प्राधिकारी द्वारा निर्गत वैध निर्माण लाइसेन्स एवं आई0एस0ओ0 प्रमाण पत्र प्रस्तुत करना होगा। वे निविदादाता जिनका गत 03 वर्षों में प्रत्येक वर्ष का वार्षिक टर्नओवर रु0 05 करोड़ से कम न हो, ही निविदा में भाग लेने के लिए पात्र होंगे। उ0प्र0 राज्य की एम.एस.एम.ई./एस.एस.आई. इकाइयों टर्नओवर की शर्त से मुक्त रहेंगी एवं उ0प्र0 राज्य की एम.एस.एम.ई./एस.एस.आई. इकाइयों को राज्य की वर्तमान नीतियों के अन्तर्गत क्य वरीयता प्रदान की जाएगी। यह भी सूचित किया जाता है कि ऐसे निविदादाता जो इस कार्यालय द्वारा जारी विज्ञप्ति संख्या 3157/क0प्र0से/क्य नी0/ई-प्रो0/2016-17 दिनांक- 15.03.2017 के कम में ई-टेंडरिंग के लिए पंजीकृत होंगे (उ0प्र0 इलेक्ट्रानिक्स कार्पोरेशन लि0 (UPLC), लखनऊ में पंजीयन प्रमाणन के अभिलेखीय साक्ष संलग्न करना अनिवार्य) तथा जिनके Digital Signature उपलब्ध होंगे, वे निविदा दाता फर्म ही पशुपालन विभाग, उ0प्र0 की ई-टेंडरिंग प्रणाली में टेंडर डाल सकेंगे। निविदा सम्बन्धी विस्तृत विवरण एवं निविदा प्रपत्र का प्रारूप विभाग की वेबवाइट [www.animalhusb.upsdic.gov.in](http://www.animalhusb.upsdic.gov.in) पर एवं उ0प्र0 सरकार की टेंडर वेबसाइट <http://etender.up.nic.in> पर निर्धारित अवधि में उपलब्ध होगा।

मद का नाम	निविदा प्रतिभूते राशि रु0	निविदा प्रपत्र मूल्य रु0
पशुपालन विभाग अन्तर्गत कृत्रिम गर्भाधान, पैथोलाजी प्रयोगशालाओं एवं पशु चिकित्सालयों आदि विभागीय संस्थाओं पर उपयोग में लाये जाने वाले पशु चिकित्सकीय उपकरण/मशीनरीज/इन्स्ट्रुमेंट्स (ई-निविदा के शेड्यूल आफ रिक्वायरमेंट के अनुसार) की दर निर्धारण (वित्तीय वर्ष 2023-24 की अवधि के लिए) हेतु	निविदा प्रपत्र के शेड्यूल आफ रिक्वायरमेंट के सेक्शन III(B) में उल्लिखित प्रोडक्ट्स हेतु रु0 1.00 लाख (एक लाख) की सीमा तक रु0 1500.00 एवं उसके बाद अतिरिक्त प्रत्येक 1.00 लाख और उसके अंश के लिए 1000.00 की प्रतिभूति/ई-बिडसिक्योरिटी के रूप में जमा होगी।	रु0 25000/- + जी0एस0टी0

निविदा प्रपत्र शुल्क (नान रीफज्डेबुल) राष्ट्रीयकृत/शिड्यूल्ड बैंक के डिमार्ड ड्राफ्ट जो निदेशक, प्रशासन एवं विकास, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के नाम हो एवं बिड प्रतिभूति राशि (ई.एम.डी.) राष्ट्रीयकृत/शिड्यूल्ड बैंक के फिक्स्ड डिपोजिट रसीद (एफ.डी.आर.) जो निदेशक, रोग नियन्त्रण एवं प्रक्षेत्र, पशुपालन विभाग, उ0प्र0, लखनऊ के पक्ष में बन्धक हो, अनिवार्य रूप से पशुपालन निदेशालय में जमा किया जाना होगा। निविदा प्रपत्र शुल्क तथा सिक्योरिटी/अर्नेट मनी की स्कैन कापी ई-निविदा के साथ जमा की जाय तथा ई-निविदा प्रपत्र शुल्क तथा अर्नेट मनी की मूल प्रतियों ई-निविदा प्रपत्रों की हार्ड-कापी के साथ निविदा की निर्धारित अन्तिम तिथि तक अथवा किसी भी दृश्य में अन्तिम तिथि के उपरान्त 05 कार्य दिवसों तक निदेशक, रोग नियन्त्रण एवं प्रक्षेत्र, पशुपालन विभाग, उ0प्र0, लखनऊ के कार्यालय में अनिवार्य रूप से जमा कर दी जाय। ई-बिड उ0प्र0 सरकार की ई-टेंडर वेबसाइट <http://etender.up.nic.in> से ही आनलाइन सबमिट की जाएगी।

#### ई-निविदा की नियत तिथि एवं समय

- 1- आनलाइन निविदा प्रपत्र उपलब्ध होने की तिथि-
- 2- आनलाइन निविदा प्रपत्र जमा करने की प्रारंभ तिथि-
- 3- प्री-बिड मिटिंग
- 4- आनलाइन निविदा प्रपत्र जमा करने की अन्तिम तिथि
- 5- आनलाइन निविदा प्रपत्र तकनीकी बिड खोलने की तिथि-

दिनांक 09.10.2023 को सायं 04.00 बजे से  
दिनांक 09.10.2023 को सायं 06.00 बजे से  
दिनांक 16.10.2023 को अप0 04.00 बजे  
दिनांक 30.10.2023 को अप0 12:00 बजे तक  
दिनांक 30.10.2023 को सायं 03.00 बजे

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

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

No.- 2011 /Pur.Cell/E-Tender/Instruments(II)/2023-24,

Dated: 03 October, 2023

**E-TENDER INVITATION NOTICE**

Online tenders through e-procurement system are hereby invited for rate approval of "Veterinary Equipments/Machineries & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use"(As per Schedules of requirement of e-tender) under the Department of Animal Husbandry, U.P. (for the financial year 2023-24) from Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry for production and having 05 years experience for production of quoted items; Original Authorized Supplier for those equipment for which the Sole Manufacturer does not do marketing itself. Tenderer should produce valid Manufacturing License, and ISO certificates. 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 being exempted from turnover Condition & MSME/SSI units of U.P will be given purchase preference as per government policy. It is also to inform that only those tenderers who are registered for e-tendering (documentary proof for registration in U.P. Electronics Corporation Ltd.,(UPLC), Lucknow is necessary to enclose)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. Details regarding e-tender and tender form would be available on the departmental website [www.animalhusb.upsdc.gov.in](http://www.animalhusb.upsdc.gov.in) and U.P. Govt. eTender portal <http://etender.up.nic.in> within the stipulated period.

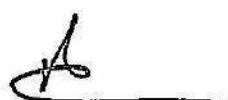
Particulars	Earnest Money (EMD) Rs.	Tender Documents cost Rs.
e-Tender for approval of rate of "Veterinary Equipments/ Machineries & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use" for the financial year 2023-24(As per Schedules of requirement of e-tender) under the Department of Animal Husbandry, U.P.	As per schedule of requirement Section III(B) of tender documents, for estimated value of the goods uptoRs. 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.	Rs. 25000.00+ GST

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. The scanned copy of the Cost of Tender Form and 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. 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:                 | Date 09-10-2023 from 04.00 PM  |
| 2- Start date of Online Tender Forms Submission:        | Date 09-10-2023 from 06.00 PM  |
| 3- Pre bid meeting                                      | Date 16-10-2023 at 04.00 PM    |
| 4- Last Date/time for online submission of tender form: | Date 30-10-2023 up to 12.00 PM |
| 5- Opening of Online Tender Forms (Technical bids):     | Date 30-10-2023 at 03.00 PM    |

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



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

No. -2011 / Pur.Cell/E-Tender/Instruments/2023-24,

Dated: 03-10-2023

**INVITATION FOR e-Bids**

This invitation for e-Bids is for rate approval of "Veterinary Equipments/ Machineries/Instruments & Glassware etc. for A.I., Surgical, Pathological, Laboratory & Hospital use", (for supply, installation and comprehensive warranty maintenance (for the items for which required), in various offices/institutions of Department of Animal Husbandry, 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 Department's website [www.animalhusb.upscd.gov.in](http://www.animalhusb.upscd.gov.in) from 10-05-2023 from 06:00 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 e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Corporation's website <a href="http://www.uplc.in">www.uplc.in</a> and tender Document will be available	09.10.2023 from 04:00 PM at e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Department's website <a href="http://www.animalhusb.upscd.gov.in">www.animalhusb.upscd.gov.in</a>
(b)	Availability of tender document on website	09.10.2023 from 04:00 P.M. at e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Department's website <a href="http://www.animalhusb.upscd.gov.in">www.animalhusb.upscd.gov.in</a>
(c)	Clarification start date & time	09.10.2023 from 06:00 P.M.
(d)	Clarification end date & time	16.10.2023 upto 04:00 PM.
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	09.10.2023 from 06:00 P.M.
(f)	Pre bid meeting	16.10.2023 at 04:00 PM
(g)	e-Bid submission end date & Time	30.10.2023 upto 12:00 P.M.
(h)	Online technical e-Bid opening date & time	30.10.2023 at 03:00 P.M.
(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 226007
(k)	Contact officer	Dr. Gopesh Srivastva, Joint Director (Standardization) Mob.7007070810
(l)	Cost of e-Bid document	Rs.25000/-+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 thereof 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 Cost of Tender Form and 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. Online e-bid should be submitted through U.P. Govt. e-Tender website <http://etender.up.nic.in>.

5. It is not necessary for a Bidder to quote all the items enclosed as list of items of Technical Bid. The bidder may quote items for which he posses required documents.

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 Cost of Tender Form and 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 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 5% of the estimated/contract value of required items for the entire Rate Contract Period shall also require to be submitted with department/departamental 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 25000.00+GST (Rupees Twenty Five 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 Cost of Tender Form and 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. 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 before opening of the technical e-Bid. This e-tender document fee of Rs. 25,000.00+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 <http://animalhusb.upscd.gov.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.upscd.gov.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.upscd.gov.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 and ancillary services 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.

#### 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 (BOQ) file for Price Schedule unit price [along with basic price, excise duty (exclusive GST) and other charges, if any] of each item in the specified places for all or any of 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 Schedule of 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 goods and services 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 goods and services to the e-Bid documents shall consist of:

- (a) The brochures/leaflets/the document downloaded from the internet site of the Original Equipment Manufacturer (OEM) of the goods offered in support of the technical specifications asked in the e-tender.
- (b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;

(c) A confirmation that, if the bidder offers equipments and/or other items manufactured by another company, such equipment operates effectively offered by the bidder; and the bidder is willing to accept responsibility for its success operations.

(d) A confirmation that the bidder is either the owner of intellectual Property Rights in the items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the e-Bid/ contract without prejudice of other remedies that the Purchaser may take.

## 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, Animal Husbandry, U.P., Lucknow. The scanned copy of the Cost of Tender Form and 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.

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, 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.

## 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 12.00 PM on 30-10-2023 (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 03:00 PM on 30.10.2023 at Directorate of Animal Husbandry, Uttar Pradesh, Badshahbagh, Lucknow-226007. 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 (before opening of financial bids) 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 inform (before opening of financial bids) the bidders, whose technical e-Bids were considered acceptable to the Purchaser.

(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 Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry for production and having 05 years experience for production of quoted items; Authorized Supplier for those equipments for which the Sole Manufacturer does not do marketing itself.

21.2 The bidder for products quoted in the e-tender shall be in the business of regular supply of same products since last 5 financial years as supported by manufacturing license/registered as small scale industry certificate and also supported by notarized affidavit of non judicial stamp paper worth Rs.100.00

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

21.4 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 units of U.P. are being exempted from Turnover Condition. The U.P. State's Medium, Small and Micro entrepreneur (MSME)/Small Scale industry (SSI) units 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) 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 along with ITR for last two years

e. GST registration certificate of the company/firm.

f. Declaration Form

g. Check Slip

h. License/Certificate as Sole manufacturers, possessing valid Manufacturing License or registered as Small Scale Industry for production and having 05 years experience for production of quoted items. Original Authorized Supplier (with authorization) for those equipments for which the Sole Manufacturer does not do marketing itself (declaration by Manufacturer). In case of Original Authorized Supplier, valid License/Certificate of manufacturing of Original Equipment Manufacturer (OEM) must be enclosed. For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.

i. License Renewal/Validity Certificate.

j. ISO Certificate issued by competent authority

k. Income Tax Clearance Certificate

l. PAN

m. ITR for last three years.

n. GST Clearance Certificate

o. Sample submission exemption

p. Sample submission declaration to the effect that the tenderer shall deposit samples preferably on or before tender submission but in any case not later than 05 working days after e-bid submission date.

q. E.M.D./Bid Security Deposit proof alongwith original F.D.R.

r. Product catalogue, publications/ Abstracts about products

s. Proof for deposition of original DD for tender document cost of Rs.25000.00+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.

t. 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.

u. Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed. MSME/SSI units of U.P. are exempted from Turnover Condition.

v. GST Return Certificate for last 3 years.

w. Audited Balance Sheet & Profit and Loss Account for last 03 financial years.

x. For items of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority. [Omitted]

y. Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid

z. For Radio Imaging Equipments, other Imaging Equipments and Specific Analytical Equipments United State Food & Drug Administration (USFDA)/Atomic Energy Regulatory Board(AERB) Certificate is must. Wherever is necessary, for other equipments, Indian Standard Institute(ISI), World Health Organization(WHO), United National Children's Emergency Fund (UNICEF), European Conformity (CE) etc. as per specification given in tender. (certificates should be enclosed). [Omitted]

aa. Notarized Affidavit on Non-Judicial Stamp of Rs. 100/- to the effect that the tenderer have 05 years' manufacturing and/or Marketing experience for the quoted items.



ab. The tenderer are required to submit documentary proof for registration in U.P. Electronics Corporation Ltd. (UPLC), Lucknow.

The e-Bids of the bidders not submitting certified copies of documents mentioned in clause 21.6 (ii) above shall be rejected.

21.7 The e-Bids found to be not responsive to 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 fulfills 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 rightly be rejected.

21.10 The e-Bids found to be not responsive to 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.

21.11 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.

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

21.13 Uttar Pradesh State Unit manufacturer bidders seeking purchase preference/price preference for their manufactured quoted goods as per the existing Government Orders of Small Industries Department, Govt. of Uttar Pradesh, shall have to submit the evidence that their quoted goods have been manufactured by them in a manufacturing unit in Uttar Pradesh. The bidder should also submit proof that its manufacturing unit falls into small/medium/large scale industry unit as per Govt. norms.

## 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 of Govt. of Uttar Pradesh 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 existing G.O.(s).

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 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.

25.1(a) If rate/rate contract of any item is/will be available on Government e-Market Place (GeM), it will be procured through GeM as per Govt. rules/instructions [refer to foot note-3 of Section III (B) Schedule of Requirement & Section III(C) Technical Specification]

## **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 on the request of bidder.

## **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 5% amount of estimated 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. 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" means all the equipment, machinery and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) "The Purchaser" means the organization purchasing the goods and the Purchaser is Department of Animal Husbandry, U.P., Lucknow.
- (f) "The Supplier" means the firm/tenderer supplying the Goods and Services under this Contract for the period of one year and supplier is \_\_\_\_\_;
- (g) "The Project Site", where applicable, means the Departments/Institutions of State government located in different cities of U.P., where the items will be supplied against the purchase orders of the Purchaser.
- (h) "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 the Technical Specifications or the higher and when no applicable standard is mentioned; the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

### **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 fixed deposit receipt for 5% amount of the estimated/contract value in favour of concerned department, which would be valid for the period of rate contract/warranty obligation from India or its associate banks or any nationalized Bank of India or scheduled bank located in India in favour of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding document or in another form acceptable to the purchaser.

5.2 During warranty/extended warranty period, the defective item (s) are to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the Purchaser/user department.

5.3 The proceeds of the performance security shall be payable to the authority in favour of whom the performance security in shape of FDR being pledged to Director, Disease Control and Farms, Animal Husbandry, U.P. Lucknow 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:

A Performance security in shape of FDR issued by a nationalized bank of India or a scheduled bank located in India acceptable to the Purchaser, in the form provided in the e-Bid document or another form acceptable to the Purchaser/user department.

5.5 The performance security will be discharged by the Purchaser/user department and returned to the Supplier upon the written request through original FDR with endorsement of release order as promptly as possible following the date of its validity or completion of the Supplier's performance obligations including any onsite warranty/extended warranty obligations, whichever is later, under the contract.

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 including three years comprehensive warranty obligations of items under warranty.

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. Manual, Drawing and Packing

6.1 Before the goods and equipments taken over by the representative /Indenting officer, the supplier shall supply operation/user manual together with equipments if any. These shall be in such detail as will enable the purchaser to operate all equipment as stated in the specifications. The manual shall be in English or Hindi. Manual may be in CD/DVD format also. Unless and otherwise agreed the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Purchaser

6.2 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.3 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.

## 7. Delivery and Documentation

Upon delivery of the Goods, the supplier shall notify the Purchaser and the insurance company by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the Purchaser:-

- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
- (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of sites.
- (c) Manufacturers/Supplier's warranty certificate; for items for which required.

## 8. Insurance

For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of installation defined as 'project site' on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

## 9. Transportation

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

## 10. Incidental Services

The following services shall be furnished and the cost shall be included in the contract rates:

- a. On-site delivery & satisfactory installation of all the items as per purchase order;
- b. Furnishing all the manuals as per purchase order to the project sites; and
- c. Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares for items for which required.

## 11. Spare Parts

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the onsite comprehensive warranty period of the items for items for which required.

## 12. Warranty

12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

12.2 The warranty shall be comprehensive for specified equipments, parts and components (excluding consumable items) required for the items as per schedule of requirement). The period of warranty shall be considered from the date of installation and acceptance of goods or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for specified items. The supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense.

12.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.4 During warranty period, the defective item or component shall be replaced or repaired whatever required, by the supplier or the service centre authorized by the supplier, to the satisfaction of the user departments.



12.5 Period for correction of defects in the warranty period is 48 hrs.

12.6 If any items give continuous trouble say two times in one month during the warranty period, the supplier shall replace those items with new one without any additional cost to Purchaser.

### 13. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i) **On Delivery:** - Total price of all the goods given in the purchase order shall be paid by the Purchaser on receipt of all the goods at consignee's sites and upon submission of the documents specified in Clause 7. However, the performance security @ 5% of estimated/contract value will be kept during the currency of rate contract and would only be released after 3 months of expiry of rate contract period.

(ii) **Installation:** - It will be sole responsibility of the supplier for successful installation of all specified items and submission of all installation reports duly signed & stamped by the representatives of all the project sites.

(iii) The department shall pay the amount against delivery and installation of the ordered items, to successful bidders only.

### 14. Prices

14.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance 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 supply, the equipment of the same specifications are being supplied in other departments on the lower rate during the currency of rate contract by the supplier, the supplier will have to supply those equipment with matching price. In case at the time of delivery of the equipment, higher specification equipment on the same price as quoted/approved in the e-Bid by the supplier are being supplied to other department (s), the supplier will have to supply the higher specification equipment on the quoted/approved rates.

### 15. Change Orders

15.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Service to be provided by the Supplier.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

### 16. Contract Amendments

16.1 Subject to condition of contract clause 15 of the Contract, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

### 17. 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.

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

18.1 Delivery should have been made as per time schedule as specified in section III(D)-Terms and conditions clause 8.1. If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, 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.

18.2 Except as provided under conditions of contract clause 21 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.

### 19. Liquidated Damages

19.1 Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period (s) specified in the Contract (as per Clause 18.1 above) 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 Goods or unperformed Services for each week or part thereof delay until actual delivery or installation or performance, 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 21 of the Contract.

## 20. Termination for Default

20.1 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. 18.1 above or

(b) if the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.

20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 above, Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services 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.

## 21. Force Majeure

22.1 Notwithstanding the provisions of conditions of contract clause no. 18, 19 & 20 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.

22.2 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.

## 22. Termination for Insolvency

22.1 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.

## 23. Termination for Convenience

23.1 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.

## 24. Settlement of Disputes

24.1 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.

24.2 If, the parties have failed to resolve their dispute or difference by such 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.

24.3 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.

### 24.4

24.4.1 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 Department, Govt. of U.P. or his nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.

24.4.2 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.

24.4.3 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.

24.5 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 monies due to the Supplier.

#### **25. Limitation of Liability**

25.1 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 provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### **26. Governing Language**

26.1 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.

#### **27. Applicable Law**

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

#### **28. Notices**

28.1 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:** Department of Animal Husbandry, Government of U.P.,  
Gokaran Nath Road, Badshah Bagh, Lucknow.

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

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

#### **29. Taxes and Duties**

29.1 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.

#### **30. Right to use defective equipment**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation. [for the items of Schedule of Requirement Part II]

#### **31. 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.

#### **32. 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.

#### **33. 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.

#### **34. Site Preparation and Installation**

Incharge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The in-charge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software. [Omitted]

#### **35. Hardware and Software Installation**

The Supplier is responsible for all unpacking, assemblies, installations of all hardware and software, cabling between hardware units and connecting to power supplies, if any. The supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites. (For those items of Schedule of Requirement Part II) [Omitted]

#### **36. Hardware and software Maintenance**

The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than three days, the supplier shall either immediately replace the defective unit at its own cost. The supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction. (For those items of Schedule of Requirement Part II) [Omitted]

#### **37. Technical Documentation**

The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied if mentioned in the purchase order. The language of the documentation shall be English or Hindi.

#### **38. Transfer of the Rights of the Purchaser**

All the items are purchased by the Purchaser on behalf of various offices/ institutions of Government of Uttar Pradesh for whom equipment/materials are being procured. Till successful installation and commissioning of all the items, the purchaser will be responsible for monitoring of the observance of the clauses under this contract. After successful installation & commissioning 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.



## SECTION III : TECHNICAL E-BID

III(A) e-Bid FORM

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(I) CAPABILITY STATEMENT

III(J) PERFORMANCE SECURITY FORM

III(K) FORMATS

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

Date : .....

IFB (Invitation for e-Bid) 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 and Services) 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(B/C)) of the e-Bid documents for various Govt. Departments. 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 or 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 the form of FDR of nationalized bank/scheduled bank or as prescribed by the Purchaser for a sum equivalent to 5% 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 our .....office at .....do declare that I/We have read all the conditions of the bid floated by the Director, Disease Control and Farms, Animal Husbandry Department, Uttar Pradesh, Lucknow for supply of " Veterinary Equipments & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use" for 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 Manufacturing License/Authorization from Original Equipment Manufacturer / Small Scale Industry Certificate (MSME) 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, possessing valid manufacturing license or registered as Small Scale Industry (MSME) for production (2) Original Authorized Supplier (letter of authorization) , for those equipments for which the Sole Manufacturer does not do marketing itself (declaration of manufacturer). (3) For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.	
Name of Authorized Signatory	
Signature specimen of authorized signatory	
Total number of pages in bid submitted	
Total number of products 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.	
1.	Declaration Form					E-I	Mark as E-I
2.	Check Slip					E-II	Mark as E-II
3.	Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry (MSME) for production and having 05 years experience for production of quoted items; Authorized Supplier (with authorization letter) for those equipments for which the Sole Manufacturer does not do marketing itself (declaration of manufacturer). In case of Authorized Supplier, valid License/Certificate of manufacturing of Original Equipment Manufacturer (OEM) must be enclosed. For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.					E-III	Mark as E-III
4.	License Renewal/Validity Certificate.					E-IV	If the certificate has more than one page, then mark each page as E-IV(a), E-IV(b) and so on at upper right corner.
5.	ISO Certificate issued by competent authority					E-V	If the certificate has more than one page, then mark each page as E-V(a), E-V(b) and so on at upper right corner
6.	Income Tax Clearance Certificate					E-VI	If the certificate has more than one page, then mark each page as E-VI(a), E-VI(b) and so on at upper right corner
7.	PAN					E-VII	Mark as E-VII at upper right corner
8.	ITR for last three years.					E-VIII	Mark as E-VIII at upper right corner
9.	GST Clearance Certificate					E-IX	Mark as E-IX at upper right corner
10.	Sample submission exemption					E-X	Mark as E-X at upper right corner
11.	Sample submission declaration to the effect that the tenderer shall deposit samples preferably on or before tender submission but in any case not later than 05 working days after e-bid submission date.					E-XI	Mark as E-XI at upper right corner
12.	E.M.D. Deposit proof alongwith original F.D.R.					E-XII	Mark as E-XII at upper right corner
13.	Product catalogue, publications/ Abstracts about products					E-XIII	Mark as E-XIII at upper right corner
14.	Proof for deposition of original DD for tender document cost of Rs.25000.00+GST in favour of Director, Animal Husbandry, U.P. Lucknow as Tender Document Cost.					E-XIV	Mark as E-XIV at upper right corner

15.	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.(Format A1 and Format A2)				E-XV	If the certificate has more than one page, then mark each page as E-XV(a), E-XV(b) and so on at upper right corner
16.	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed. (Format B). MSME/SSI units of U.P. are being exempted from Turnover Condition.				E-XVI	Mark as E-XVI at upper right corner
17.	GST Return Certificate for last 3 years.				E-XVII	Mark as E-XVII at upper right corner
18.	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.				E-XVIII	Mark as E-XVIII at upper right corner
19.	For items of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority	Omitted			E-XIX	Mark as E-XIX at upper right corner
20.	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid				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.	For Radio Imaging Equipments, other Imaging Equipments and Specific Analytical Equipments United State Food & Drug Administration (USFDA)/Atomic Energy Regulatory Board(AERB) Certificate is must. Wherever is necessary, for other equipments, Indian Standard Institute(ISI), World Health Organization(WHO), United National Children's Emergency Fund (UNICEF), European Conformity (CE) etc. (as per specification) certificates should be enclosed.	Omitted			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	Notarized Affidavit on Non-Judicial Stamp of Rs. 100/- to the effect that the tenderer have 05 years' manufacturing and Marketing experience for the quoted items.				E-XXII	If the certificate has more than one page, then mark each page as E-XXII(a), E-XXII (b) and so on at upper right corner
23	The tenderer are required to submit documentary proof for registration in U.P. Electronics Corporation Ltd. (UPLC), Lucknow					

**Note-**

1. If any document does not have 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 TENDER 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.	Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry (MSME) for production and having 05 years experience for production of quoted items; Authorized Supplier (with authorization letter) for those equipments for which the Sole Manufacturer does not do marketing itself (declaration of manufacturer). In case of Original Authorized Supplier, valid License/Certificate of manufacturing of Original Equipment Manufacturer (OEM) must be enclosed. For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.	
4.	License Renewal/Validity Certificate.	
5.	ISO Certificate issued by competent authority	
6.	Income Tax Clearance Certificate	
7.	PAN	
8.	ITR for last 03 years.	
9.	GST Clearance Certificate	
10.	Sample submission exemption	
11.	Sample submission declaration to the effect that the tenderer shall deposit samples preferably on or before tender submission but in any case not later than 05 working days after e-bid submission date.	
12.	E.M.D. Deposit proof alongwith original F.D.R.	
13.	Product catalogue, publications/ Abstracts about products	
14.	Proof for deposition of original DD for tender document cost of Rs.25000.00+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.	
15.	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.	
16.	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed, MSME/SSI units of U.P. are being exempted from Turnover Condition.	
17.	GST Return Certificate for last 3 years.	
18.	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.	
19.	For items of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority.	Omitted
20.	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid	
21.	For Radio Imaging Equipments, other Imaging Equipments and Specific Analytical Equipments United State Food & Drug Administration (USFDA)/Atomic Energy Regulatory Board(AERB) Certificate is must. Wherever is necessary, for other equipments, Indian Standard Institute(ISI), World Health Organization(WHO), United National Children's Emergency Fund (UNICEF), European Conformity (CE) etc. (as per specification) certificates should be enclosed.	Omitted
22.	Notarized Affidavit on Non-Judicial Stamp of Rs. 100/- to the effect that the tenderer have 05 years' manufacturing and Marketing experience for the quoted items.	
23.	The tenderer are required to submit documentary proof for registration in U.P. Electronics Corporation Ltd. (UPLC), Lucknow	

Signature of Bidder/Tenderer  
(with Seal)

**SECTION III (B): SCHEDULE OF REQUIREMENTS  
&  
SECTION III (C): TECHNICAL SPECIFICATION**

(LIST OF "Veterinary Equipments / Machineries & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use" FOR DEPARTMENTS OF ANIMAL HUSBANDRY, GOVERNMENT OF UTTAR PRADESH for the FINANCIAL YEARS 2023-24

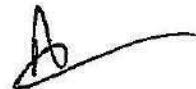
**SCHEDULE OF REQUIREMENT & TECHNICAL SPECIFICATION**

Schedule & Item code	Name of Equipment/Instruments & Specifications	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 Manual clause 9.2 (Rs)	e-bid Security (Earnest Money Deposit) to be deposited by tenderer as per quoted items (Rs.)
1.01	A.I. Kit - Artificial insemination gun universal autolocking type with container-02 pcs, insulated cover for keeping A.I. Gun warmer at required temp-2 , A.I. Sheath universal-2000pc, clinical thermometer dual scaleflat body-1pcs, long stem thermometer 0-50 ° C in plastic case -1 pcs., A.I. Sheath container plastic with one end closed and other with screw cap for 50 sheath - 2pcs, straw cutter for cutting straw uniform - 2 pcs, thawing kidney tray 12" SS - 1 pcs, straw tweezer minimum 8" straw grooved edges for holding the without crushing made up of SS - 1pcs, straw tweezer minimum 8" straw grooved edges for holding the without crushing made up of SS - 1 pcs, A.I. apron washable with cotton bidding stitched on all corner it should provided with neck and waist ties with one pocket on front - 1 pcs, A.I. disposable gloves 100 pcs in a pkt - 1 pkt, Hand gel with moisturiser containing ethanol and triclosan 50 ml.- 1 pcs , disposable boot cover LDPE made with elastic - 100 pair , long forceps for holding /lifting the material 450 mm. -1 pcs , dipstick for measuring the level of nitrogen 0-100 folding b type in a suitable cover - 1 pcs , wide mouth flask ss inside an outside 500 ml. capacity screw cap - 1 pcs , dial thermometer 0-110°C steel make -1 pcs , instant accurate unbreakable thaw monitor 35-37°C with different colour indication-01 pcs	Each	520	23.48	24500.00	
1.02	Autoclavable unbreakable reusable Plastic Syringe made of P.P. material facility for leur mount Needle individually packed. 5 ml, should bear autoclaving at 121°C for 30 Minutes without changing its shape.	Each	80,00,000	113.60	114500.00	
1.03	Autoclavable unbreakable reusable Plastic Syringe made of P.P. material facility for leur mount Needle individually packed. 10 ml, should bear autoclaving at 121°C for 30 Minutes without changing its shape.	Each	80,00,000	216.00	216500.00	
1.04	A.I.Gun Universal Technical Specification for universal A.I. Gun for Bovine for 0.25ml and 0.5ml Straws - Type: Universal for A.I. Gun for Mini and medium Straws Comptibility ; Suitable for 0.25ml straw for split and unsplit sheaths ISO Certifications : Manufactured under ISO 9001:2000 Standard Length of Gun : Total Length of Gun 444-447 mm, length of Gun without mandarin/ stylet 436-437mm Diameter : Internal = 3.18 mm external = 3.62 to 3.65mm Composition of Gun, Adherence : Stainless Type 304H with 0.04 to 0.08% carbon Physical quality : Rust proof, even after sterilization at high temperature	Each	11000	41.25	42500.00	
1.05	Automatic Vaccinator Bottle and vial attachment pressure dose adjustment from 0.5ml to 5ml, Luer Lock Needle Nozzle with spare service kit.	Each	2200	46.22	47500.00	

1.06	Calf Puller SS 316/304. The main body of the device should be attached to the front end by a hinge to ensure convenient up and down movement with operational length 1200mm approx. Main body dimension 30x30mm, Front end of device U shaped and detachable from body. Coparsises a circular tube with a diameter of 25mm, flexibility provision of the device should be 275mm to 400mm approx. The device should have a provision to connect with an obstetric chain. Separate detachable handle of 200mm with twin lock mechanism. CE approved	Each	2200	160.00	161500.00	
1.07	California Mastitis Test Kit Complete Kit made of Polypropylene with 4 mixing chambers and full grip handle including reagent, reagent dispenser and test colour standard chart	Each set	4775	28.17	29500.00	
1.08	Cattle Crush Tubular, made of G.I. Pipe with outside diameter 60mm, height of front & back pillar 1980 mm, length & breadth of Cattle Crush be 1830 x 877 mm respectively. All Four Pillars should be provided holes at 75mm distance from bottom and be provided with round bars of 12mm diameter & 300 mm long, side pillars be joined by 2 tubular beams having 60 mm outside diameter, the insided distance between the two beams being 477 mm. The two sides of beams should be supported by Two G.I. pipes of 48 mm diameter. Lower Side beam at 1223 mm height and upper side beam at 1700 mm height. Circular 1 inch painted marking on all four pillars at the height of 450mm from below to indicate ground fill / fixation. Cattle Crush should also be provided with an adjustable gate to open sides. Gate should consist one sliding G.I. pipe on two horizontal pipe of 60mm outer diameter to secure the neck of animal. Two extra G.I. pipe 1.2 mtr. long of 60mm outer diameter should be provided for the backsides. Two metalic loops on each side vertical rear pillar to control Cattle from backside be provided. All the G.I. pipes used should be of ISI Mark 'A' class with visible ISI Mark on every meter of pipe. All the joints should be electrically welded. (Note-Weight of the cattle crush should comply with the norms of the ISI Mark, 'A' Class GI pipe standard of specified diameters with variable maximum/minimum permissible limits).	Each	2200	239.00	240500.00	
1.09	Chuck with key (Orthopaedic) S.S. -304, 20cm	Each	2200	38.72	39500.00	
1.10	Cryovials 2.5ml Sterilized	Each	20000	1.0	1500.00	
1.11	Dehorning saw with detachable Blades 45 cm	Each	2200	7.04	8500.00	
1.12	Dog muzzles -Standard	Each	2600	3.51	4500.00	
1.13	Dressing Forceps (S.S.-304) 25cm	Each	500	1.00	1500.00	
1.14	Dressing Forceps (S.S.-304) 15cm	Each	6975	11.36	12500.00	
1.15	Electric Dehorner 30 cm length	Each	2200	17.16	18500.00	
1.16	Portable Electric sterilizer (SS 304), 30cmx15cmx20cm-1500 Watt	Each	520	12.22	13500.00	
1.17	Enema Pump (Veterinary) Reedis Standard	Each	2200	55.00	56000.00	
1.18	Faecal sample collection containers Individually Packed 70 ml capacity , Made up of transparent / Clean plastic with screw capped lid	Each	52000	7.22	8500.00	
1.19	Firing Iron Set (Conical,Line,Pin)	Each	2200	16.83	17500.00	
1.20	Forceps S.S. -304 15cm	Each	5043	9.53	10500.00	
1.21	Forceps S.S. -304 17.5cm	Each	5043	9.07	10500.00	
1.22	Forceps S.S. -304 20cm	Each	5043	15.38	16500.00	
1.23	Formalin Chamber with 100 formalin tablets Non Corrosive,Standard, 20"x 8" x 8"	Each	2200	95.70	96500.00	



1.24	Gerlach/ Buhner Vulva suture instrument SS - 304,18 cm	Each	2200	8.25	9500.00	
1.25	Gray's mouth gags for dogs SS-304, 11cm	Each	2720	13.87	14500.00	
1.26	Gray's mouth gags for dogs SS-304, 14cm	Each	2720	13.87	14500.00	
1.27	Gray's mouth gags for dogs SS-304, 16cm	Each	2720	17.68	18500.00	
1.28	Haver Sac Bag 18"ht. x18"Length x6" Width	Each	2400	1.56	2500.00	
1.29	Hoof trimming set (Consisting of Hoof cutter 450-500mm length with sharp blade , Set of 2 Hoof knife with wooden handle and SS blade, Hoof Rasp made up of mild steel 20 cm)	Each	1040	12.48	13500.00	
1.30	Hog Catcher Standard	Each Set	1100	5.50	6500.00	
1.31	Instrument Tray S.S. -304 with lid 250mmx300mm	Each	5043	28.24	29500.00	
1.32	Instrument Tray S.S. -304 with lid 350mmx300mm	Each	5043	30.76	31500.00	
1.33	Insulated Sample Carrier wide mouth vacuum flask made of S.S. inside and out side with carrying Strap. Capacity 500ml	Each	11000	89.10	90500.00	
1.34	Intra Medullary Bone Pins Assorted size	Each	6600	10.23	11500.00	
1.35	Long Forcep (SS-304) 45 cm	Each	5043	49.42	50500.00	
1.36	Mayo's Scissors straight (S.S.-304) 15 cm	Each	9055	22.64	23500.00	
1.37	Metal Catheter for bitch Standard	Each	2200	0.36	1500.00	
1.38	Mouth Gag for Cattle Standard	Each	2200	17.82	18500.00	
1.39	Ointment Slab Porcelain 20 cmx20 cm	Each	2200	0.44	1500.00	
1.40	Operation table for small animals-1- Operation table for small animals suitable for General Surgery SS Hydraulic O.T. table, five section SS top and heavy base and column. All sections covered with mattresses. Height Adjustable Range ( in mm ) : 75mm to 1000mm, Trendelenburg; 30 degree, Max. Load 120 kg , Table lenght 1830mm, table width 497mm, Height Adjustable, Back Rest UP 80 degree/Down 25 degree, lateral tilt 20/20 degree , Head Rest UP 20 degree/Down 60 degree, Trendelenburg Reverse 25 degree	Each	350	140.00	141500.00	
1.41	Orthopedic Saw, (SS-304) 30 cm with adjustable blades	Each	2200	2.20	3500.00	
1.42	Otoscope and Ophthalmoscope set Otoscope and Ophthalmoscope set of good quality and for veterinary use. It should be batteries operated and easy to handle, otoscope head with 4x magnification, 3 specula of size 80mmx6mm, 58mmx5mm, 80mmx4mm with one spare bulb, one ophthalmoscope head.	Each set	2200	138.60	139500.00	
1.43	Plaster Cutting Saw s.s. 4cm wide 20 cm.	Each	2200	7.78	8500.00	
1.44	Post Mortem Kit For Poultry-Scissors Mayos SS, 20cm-2, Scissors Mayos SS, 15cm-2, long Forceps SS 20cm-2, Magnifying Glass, 6cm Dia-2, Bone Cutter SS, 20cm-1, B.P. Handle SS, No. 3 & 4 Standard-2, B.P. Blade SS each-24. (items of SS should of be SS-304 material)	Each	2720	54.40	55500.00	
1.45	Post mortem Set Comprising Postmortem Saw (All metallic Saw 25cm S.S.), Postmortem Knife 30cm S.S., Set of Hooks-23, Compass S.S.-25cms, Chisel S.S. 15cms-2, Hammer S.S.- 25cms, Scalpel S.S.(05 cms, 10cms, 15cms, 20cms)-4, Scissors S.S. straight 15cms, 20cms, Scissors S.S. Curved 15cms, 20cms, Thumb Forceps 15cms, 20cms, in a Canvas Bag.(items of SS should of be SS-304 material)	Each Set	520	13.00	13500.00	
1.46	Postmortem Tray 18"x10" Metalic	Each	2200	1.65	2500.00	



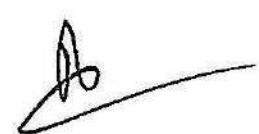
1.47	PPE Kit  Dangri: 1 Disposable free size. Full sleeves, made up of non woven fabric (spun bonded, poly propylene material not less then 90 GSM) cuff with elastics zipper infront hood attached covering sides of face and neck  Hand gloves: one pair Disposable, ISI mark, size 10 no.  Shoe cover One Pair disposable, made up of polyester woven fabric with protective rubber coating preferably teflon with thick padded foot base and can be used under field condition  Face Mask: 1 with Hepa filter 3M-N95 standard  Disposable 1 protective glasses- Disposable with clear glasses, zero power eye fitting and elastic band holder.  <u>NOTE: Kit must be disinfected by Gamma irradiation and the irradiation certificate required</u>	Each Kit	52000	120.12	121500.00	
1.48	Rubber Arm Sleeves With Latex Gloves No.8	Each Pair	15000	4.50	5500.00	
1.49	Rubber Arm Sleeves With Latex Gloves No.9	Each Pair	15000	4.45	5500.00	
1.50	Rubber Gloves Full arm sleeves	Each Pair	4400	2.81	2500.00	
1.51	S.S.-304 Jar with lid 2 kg. capacity	Each	500	1.90	2500.00	
1.52	S.S.Tray 350x400mm(SS-304)	Each	2200	20.90	21500.00	
1.53	Sample Container Plastic 100 ml (Radiation Sterile)	Each	44000	1.17	2500.00	
1.54	Sheep balling gun SS -304,31.5 cm	Each	4400	43.96	44500.00	
1.55	Spatula PVC 20 cm	Each	5043	2.02	2500.00	
1.56	Sprit Lamp with Tripod Stand S.S.(SS-304)	Each	5043	7.06	8500.00	
1.57	Stomach Tube for Horse Shape and dimension of stomach tube should be 16mmx3400mm; made of flexible plastic/ optimum rigidity and good reaction to heat and cold; a round and opened end with lateral eyes, clear tubes with a funnel end; shall have good slide and easy to clean; shall be covered by a suitable rust proofing material and then wrapped in non-absorbent paper.	Each	2200	4.40	4500.00	
1.58	Surgical diathermy for Veterinary Suitable for veterinary diathermy. Output frequency-monopolar generator 500+25Khz. Input Voltage 220-240 volts AC 50Hz	Each	5	2.00	2500.00	
1.59	Suture Needles Traumatic/ Atraumatic/ Curved/Straight	Each	2600	5.20	6500.00	
1.60	Swab Holder S.S. -304	Each	5043	0.76	1500.00	
1.61	Tail Docking Machine 55 cm	Each	250	2.45	3500.00	
1.62	Taylor Percussion Hammer 18cm SS -304,with hard plastic head	Each	2200	6.05	7500.00	
1.63	Tooth Cutter for large animals SS-304	Each	250	5.25	6500.00	
1.64	Tooth rasp Standard	Each	2200	15.62	16500.00	



1.65	Trocars Canula for Sheep 15 cm	Each	2720	4.84	5500.00	
1.66	Trocars and Canula for large animal- Trocar 10x150mm with wooden handle along with canula	Each	2720	5.71	6500.00	
1.67	Urinary Catheters Nielsen Urinary Catheter for cow- Length-44 cm, dia-5mm-SS-304	Each	2200	8.58	9500.00	
1.68	Vaginal Dilator for bitch -Standard	Each	2200	2.97	3500.00	
1.69	Wash Basin with tank SS-304 on Stand 90cm height& 5 liter tank capacity	Each	2200	143.00	143500.00	
1.70	Weingart Rumenotomy Set .Weingart Frame-1, Vulsellum Forceps-2, Weingart Tenaculum-6	Each set	2200	15.62	16500.00	
1.71	Wire Saw With Handles	Each set	2200	6.38	7500.00	

**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. If rate/rate contract of any item is/will be available on Government eMarket Place (GeM), it will be procured Through GeM as per Government rules/instruction[see Section I: ITB clause 25.1(a)].

## SECTION III (C) TECHNICAL SPECIFICATIONS

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

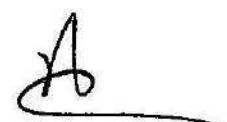
[As per specification given in Section III(B) above)

### IMPORTANT NOTICE (Applicable for all Technical Specifications)

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



## SECTION III(D) : QUALIFICATION REQUIREMENTS

### TERMS & CONDITIONS

#### 1.0 ELIGIBILITY:

- 1.1 Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry for production and having 05 years experience for production of quoted items; Authorized Supplier for those equipments for which the Sole Manufacturer does not do marketing itself, valid License/Certificate of manufacturing of Original Equipment Manufacturer (OEM) must be enclosed. For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.
- 1.2 Manufacturer/Tenderer should submit their small scale industry (SSI)/ medium, small and micro entrepreneur (MSME) certificate, if any.
- 1.3 For Radio Imaging Equipments, other Imaging Equipments and Specific Analytical Equipments United State Food & Drug Administration (USFDA)/Atomic Energy Regulatory Board(AERB) Certificate is must. Wherever is necessary, for other equipments, Indian Standard Institute(ISI), World Health Organization(WHO), United National Children's Emergency Fund (UNICEF), European Conformity (CE) etc. ( as per specification) certificates. [Omitted]
- 1.4 The tenderer / manufacturer should have annual turnover not be less than 5.00 crore each year for last 03 years supported by authentic documents like VAT return and annual turnover statement duly singed by chartered accountant. MSME/SSI units of U.P. are exempted from Turnover Condition & MSME/SSI units of U.P. & Govt. of India Undertakings (CPSEs) will be given purchase preference as per government policy.
- 1.5 Tenderer/manufacturer should have valid ISO certificate issued by competent authority.
- 1.6 Items of the list of items enclosed with this tender documents for which BIS/ISI marked is required, a certificate issued by Bureau of Indian Standard (BIS) should necessarily be enclosed. [Omitted]
- 1.7 Govt. of India Undertakings (CPSEs) would also participate in tender. The State Govt. Institutes and Public Sector Undertakings of State are exempted from Earnest Money Deposit in compliance of clause 9.7 (Chapter-9) of U.P. Procurement Manual 2016 and State Govt. Corporations and Public Sector Undertakings of Govt. of India are exempted from performance security in compliance of clause 9.16 of U.P. Procurement Manual 2016.

#### 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 or before the date and time fixed by the Office of Directorate of 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 to Technical Bids. Financial Bid shall consist of only the details of rates offered.
- 2.3 The Scheduled date & time for the Tender are:-

1- Availability of Online Tender Forms:	Date 09-10-2023 at 04:00 PM
2- Start date of Online Tender Forms Submission:	Date 09-10-2023 from 06:00 PM
3- Pre bid meeting:	Date 16.10.2023 at 04:00 PM
4- Last Date/time for online submission of tender form:	Date 30.10.2023 upto 12:00 PM
5- Opening of Online Tender Forms (Technical bids):	Date 30-10-2023 at 03:00 PM
- 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-226007.
- 2.6 The Directorate of 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 by the Directorate of Animal Husbandry, U.P., Lucknow, 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 (Section I, II & III), 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. 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 )**

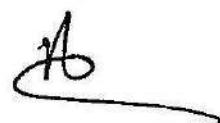
The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Animal Husbandry Department, U.P. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date 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](http://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 12:00 PM of 30-10-2023.



- 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 till 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 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 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 03.00 PM on 30-10-2023 at Directorate of Animal Husbandry, U.P., Badshahbag, Lucknow-226007. 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, Directorate of 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 a Language other than English and Hindi, true translation copies of such document in English shall be enclosed duly attested 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 invariable, the below mentioned documents have to be arranged and enclosed in the order mentioned below:

Sl. No.	Code Number	Name of the Documents
1	E-I	Declaration Form
2	E-II	Check Slip
3	E-III	Sole manufacturers, possessing valid manufacturing license or registered as Small Scale Industry (MSME) for production and having 05 years experience for production of quoted items; Authorized Supplier (with authorization letter) for those equipments for which the Sole Manufacturer does not do marketing itself (declaration of manufacturer). In case of Original Authorized Supplier, valid License/Certificate of manufacturing of Original Equipment Manufacturer (OEM) must be enclosed. For those items/equipments which are covered under medical device rules in vogue, manufacturing licence issued by the competent authority under the above rules shall be submitted with the technical bid.

4	E-IV	License Renewal/Validity Certificate.
5	E-V	ISO Certificate issued by competent authority
6	E-VI	Income Tax Clearance Certificate
7	E-VII	PAN
8	E-VIII	ITR for last three years
9	E-IX	GST Clearance Certificate
10	E-X	Sample submission exemption
11	E-XI	Sample submission declaration to the effect that the tenderer shall deposit samples preferably on or before tender submission but in any case not later than 05 working days after e-bid submission date.
12	E-XII	E.M.D. Deposit proof alongwith original F.D.R.
13	E-XIII	Product catalogue, publications/ Abstracts about products
14	E-XIV	Proof for deposition of original DD for tender document cost of Rs.25000.00+GST in favour of Director, Administration & Development, Animal Husbandry, U.P. Lucknow as Tender Document Cost.
15	E-XV	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.
16	E-XVI	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed. MSME/SSI units of U.P. are being exempted from Turnover Condition.
17	E-XVII	GST Return Certificate for last 3 years.
18	E-XVIII	Audited Balance Sheet & Profit and Loss Account for last 03 financial years.
19	E-XIX	For items of tender list for which BIS/ISI mark is required, valid BIS/ISI certificate issued by competent authority [Omitted]
20	E-XX	Annual Production capacity as per details in Section III (I): Capability Statement (CS) of Technical E-bid
21	E-XXI	For Radio Imaging Equipments, other Imaging Equipments and Specific Analytical Equipments United State Food & Drug Administration (USFDA)/Atomic Energy Regulatory Board(AERB) Certificate is must. Wherever is necessary, for other equipments, Indian Standard Institute(ISI), World Health Organization(WHO), United National Children's Emergency Fund (UNICEF), European Conformity (CE) etc (as per specification). certificates should be enclosed. [Omitted]
22	E-XXII	Notarized Affidavit on Non-Judicial Stamp of Rs. 100/- to the effect that the tenderer have 05 years' manufacturing and Marketing experience for the quoted items.
23	E-XXIII	The tenderer are required to submit documentary proof for registration in U.P. Electronics Corporation Ltd. (UPLC), Lucknow

***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 submission date & time of e-Bid but in any case not later than 05 working days after e-bid submission date.***

THE TECHNICAL BID (PART I) CONSISTING OF ALL REQUIRED DOCUMENTS IN ONE ORIGINAL SHALL BE SEALED SEPARATE ENVELOPES OF TECHNICAL BID MARKING WITH SUPERSCRIPTION- " HARD COPY OF TECHNICAL BID for Tender for supply of "Veterinary Equipments / Machineries & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use" FOR DEPARTMENTS OF ANIMAL HUSBANDRY, GOVERNMENT OF UTTAR PRADESH for FINANCIAL YEAR 2023-24"

***Hard copy of FINANCIAL BID (PART II) is NOT required to be submitted.***

**3.10 SECURITY DEPOSIT:**

- 3.10.1 The successful Tenderer has to deposit the security money 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 deposit required to be deposited. The security amount shall be 5% of the proposed order value.
- 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 5% amount of contract value 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 from 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. If exempted for ITCC submission, please enclose the relevant government order.

### **3.12 GST CLEARANCE CERTIFICATE (GSTCC):**

Attested Xerox Copy of the 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.

### **3.13 MANUFACTURING LICENSE:**

Duly attested Xerox copy (a clear print attested by a gazetted officer/Licensing authority along with seal) of the latest Manufacturing license 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 shall be enclosed. License issued for test and analysis will not be considered. The products/items quoted by the tenderer shall be underlined with Red Ink. The license Number and date should also be underlined with Red Ink. The serial number of list of equipments/instruments/glassware 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 5 (Five) years marketing experience for the items tendered under "Veterinary Equipments/ Machineries/Instruments & Glassware etc. for A.I., Surgical, Pathological, Laboratory & Hospital use". Items without the proof of two years manufacturing & marketing experience will summarily be rejected. The tenders received without proper license, authenticated list of items covered by license are liable for rejection without any further notice.

### **3.14 Quality Standardization Certificates-**

The required certification regarding the standards such as USFDA/ BIS( ISI) / CE/ WHO/UNICEF/ AERB/ISI etc. stated against respective items in the list should be enclosed with the technical bid.

## **4.0 QUOTING RATES:**

- 4.1 The rates quoted shall be in Indian Rupees and paise only and must be expressed both in figures and words as well. The rates should be for the packing and shall be exclusive of Sales Tax. They should either be typed or written legible with ink. The rates of each item should be quoted separately for the required packing only and the tenderer along with stamp shall sign each page, failing with the tendered items in such pages are liable for rejection. Failing to specify the make will also disqualify the tendered item.
- 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 will be entertained at later date in the aspect. The items, 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 will be furnished by the indenters/Director, Animal Husbandry, U.P. to firms to claim Exemption under GST Act as per the rules.
- 4.4 No Insurance charges will be paid by the department.
- 4.5 Stocks shall be delivered at the place indicated by the indenting officer at the cost of supplier. 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. 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. If the circumstances forces, the department may take the supplies centrally at Superintendent, Govt. Veterinary Polyclinic, Badshahbagh, Lucknow; deduction @ 1.5% of purchase order value will be deducted from the invoices of the firms while making the payment.

- 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 The product catalogue containing the specification etc. for each item shall be enclosed to Part-1 (Technical Bid) of the tender form. Trial reports, professional Abstract / Performance report/ Consumers list etc. pertaining to the product offered may also be enclosed.
- 4.8 The rates offered in the tender shall not exceed the M.R.P. and in any case the lowest price at which the firm sells the product of identical description to any other Department of 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 And 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 And Farms, Animal Husbandry, U.P., Lucknow as well as to the indenting officers failing which the contracts is liable for cancellation and no further correspondence will be entertained in this regard.

## 5.0 SAMPLES:

### 5.1 Equipments/Instruments:

The technically qualified tenderer shall deposit samples within 5 days of notice/ message through e-portal about their technical qualification/ e-mail on the firm address mentioned in tender. One sample of demanded specification in respect of all items quoted shall be deposited with the Director, Disease Control & Farms, Animal Husbandry, U.P., Lucknow, which will be treated as master samples. It should be sealed and labeled along with the address of the Tenderer. The samples once deposited in this respect shall not be returned any way and will be retained for the period of rate contract for matching it whenever required. Non-deposition of samples/not furnishing declaration will entail rejection of the tender.

5.1.1 The tenderer shall submit the sample of equipment of demanded specification quoted by him duly sealed under the authority of the tenderer. All the samples so sealed shall be further sealed in a box/cover/A list of the samples sealed shall be pasted properly on the box/cover and shall be authenticated by the tenderer. The officer designated /authorized for receipt of samples shall issue the acknowledgment on the basis of the list pasted on cover of the box/cover. The box/cover shall be opened by the tenderer before the Sample Examination Authority and in case any sample mentioned in the list is not found in the box/cover its rates shall not be considered by the Purchase Committee. Sample as mentioned in Para above shall be deposited with the Director, Disease Control And Farms, Animal Husbandry, U.P., Lucknow or any other officer nominated by him.

5.1.2 The list of items deposited as above along with certification from the concerned departmental officer should be enclosed with Part-I (Technical Bid) of the Tender Form itself by the Tenderers. If any tenderer has not deposited sample as specified and not furnished certification, his tender is liable for rejection. The samples approved or un-approved under previous year tenders shall not be considered as samples for the present rate contract.

5.1.3 The non-approved samples will be returned back to the respective firms by the officer with whom they have deposited. The firms will take back the non-approved sample at their own expenses within 15 days on intimation from Director, Disease Control And Farms, Animal Husbandry, U.P., Lucknow. The authorized personnel on behalf of the tenderer will obtain the acknowledgment from the officer nominated for the receipt of the set of samples and with

whom samples have been deposited by tenderer and vice-versa for the deposits receipt of samples.

- 5.1.4 Exemption for deposit of samples of very costly /heavy machines/appliances along with submission of tender will be considered only on prior request. The tenderers are however requested to enclose the printed leaflets elucidating all the details of particulars on equipments.

**THE TENDERER SHALL DEMONSTRATE THE SAID EQUIPMENTS AS AND WHEN ASKED BY THE DEPARTMENT. THE DEMONSTRATION SHOULD BE DONE AT THE COST OF THE TENDERER AT THE PLACE SPECIFIED BY THE OFFICER/ INDETER .THE TENDERERS HOWEVER SHALL PRODUCE SUCH EXEMPTED ITEMS TO SAMPLE EXAMINATION COMMITTEE AS NOMINATED BY THE DIRECTOR, DISEASE CONTROL AND FARMS ANIMAL HUSBANDRY, U.P.LUCKNOW AS AND WHEN REQUIRED FOR VERIFICATION DURING SUPPLY TO VARIOUS FIELD OFFICERS.**

**6.0 PERIOD OF RATE CONTRACT:**

The Rate Contract will be in force till 31.3.2024 from the date of Rate Contract. The date of rate contract may be extended only once, for a period of 03 months in special circumstances.

**7.0 AGREEMENT BOND:**

Every successful tender 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.

**8.0 GENERAL:**

- 8.1 The firm shall comply all the indents placed by the Director, Animal Husbandry, U.P., Lucknow/the departmental officers 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 a period of 30 days, the indented order automatically gets cancelled. Besides any excess cost incurred due to purchase of such stock from other suppliers 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 and 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 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.
- 8.3 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 deposit of such tenderer will be forfeited. Besides such firms will be debarred from participating in the Annual Tenders of this office/department from a minimum period of three year.
- 8.4 No exact estimate for the quantity of the purchases will be given against this rate contract.
- 8.5 Fresh stock shall invariably be supplied against all indents. In case of premature deterioration, free replacement shall be made 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 officer.
- 8.6 All labels or cartoons including the labels affixed on the packages 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 dates, 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 And Farms, Animal Husbandry, U.P., Lucknow /Purchaser 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 And Farms, Animal Husbandry, U.P., Lucknow 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 of extra 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 And Farms, Animal Husbandry, U.P., Lucknow or indenter have the right to take the 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.
- 8.11 In case the supplies delivered by the firm are not stipulated quality or quantity delivered without correct invoice the Director, Disease Control And Farms, Animal Husbandry, 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 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 And Farms, Animal Husbandry, U.P., Lucknow or any one duly authorized by him shall remove them from deposited point and clearance charges thus incurred shall be recovered from the firm.
- 8.13 Any shortage or breakage during the transit will have to be replaced by the supplier 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 supplier.
- 8.14 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 And Farms, Animal Husbandry, 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.
- 8.15 The decision of the Director, Disease Control And 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.
- 8.16 Copies of document produced by the tenderer 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.
- 8.17 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.
- 8.18 The Purchase Committee or its nominee is empowered to cross verify the facts provided in the Technical Bid, before finalizing the firms as well as products to be placed before the Purchase Committee. If necessary, Purchase Committee or its nominees can visit the participating firm and inspect the manufacturing, analytical and other facilities for arriving at the decision regarding the finalization of Technical Bid.
- 8.19 Tenders with extra conditions, if any, of the tenderer will be summarily rejected.
- 8.20 The Central Purchase Committee does not bind itself to accept the lowest tender and reserves the right to reject any only 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.
- 8.21 The Director, Disease Control And Farms, 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.
- 8.22 Only those agreeing with the above conditions may offer their tenders.
- 8.23 All legal complications or suits, if any, sought on these transactions shall be limited to any competent Court of Law within Lucknow jurisdiction only.
- 8.24 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.

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



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

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. ..... of ..... bank.....

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 " Veterinary Equipments / Machineries & Instruments etc. for A.I., Surgical, Pathological, Laboratory & Hospital use" FOR DEPARTMENT OF ANIMAL HUSBANDRY, GOVERNMENT OF UTTAR PRADESH for FINANCIAL YEAR 2023-24" 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) 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.

### 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)

(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 Service Engineers

(v) No. of Supporting personnel:

3- Classification Manufacturer-Original Equipment Manufacturer(OEM)/ or authorized Dealer/Agent/Supplier

4- Complete mailing address of manufacturing plant of equipments/machines quoted.

\_\_\_\_\_

5. Type of equipment manufactured and supplied by OEM of quoted goods during the last 3 financial years:-

Year	Name of equipment	Capacity/Size	Nos. Manufactured	Remark

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

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

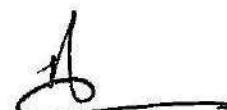
7. Details of Manpower available at the factory/ plant (if OEM):

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

8. (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.



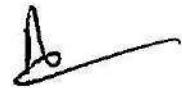
9. Details of Service Centers of the e-Bidder in Uttar Pradesh only.(for items of Schedule of Requirement Part II):

Sl. No.	Address of Service Centre	Name and Contact No of Service Engineer	Details of supporting documents submitted for proof of Service Centre
1			
2			
3			
4			
5			

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 5% amount of Estimated/Contract value 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.

Signature of bidder/tenderer  
(with seal)

.....  
.....  
Date.....  
.....



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

Format A1

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

#### UNDERTAKING REGARDING PREVEALING MARKET RATE

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 of .....20..... at .....

*Signature of the Bidder*



## 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**



**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.

SI.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:-

SI.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)**

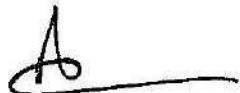
**UNDERTAKING REGARDING MANUFACTURING & MARKETING EXPERIENCE**

I/W.....proprietor/partner/Director of M/s.....do 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 further declare that I/we are manufacturing and marketing the quoted products for more than 05 years.

Signed on ..... day of ..... 20..... at.....

*Signature of the Bidder*



**SECTION IV : FINANCIAL e-Bid**

IV (A) e-Bid FORM

IV (B) PRICE SCHEDULE/BOQ

A handwritten signature, likely belonging to a company representative, is placed here.A second handwritten signature is located here, positioned below the first one.

## 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 and Services) 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 for various Govt. Departments. 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 or 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 5% 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



Tender Inviting 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 "Veterinary Equipments/ Machineries & Instruments etc for A.I., Surgical, Pathological, laboratory & Hospital use " FOR DEPARTMENT OF ANIMAL HUSBANDRY, UP GOVERNMENT OF UTTAR PRADESH for FINANCIAL YEAR 2022-23"

Contract No: 2011 / Pur.Cell/E-Tender/Instruments/2022-23, Dated:03.10.2023

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 )

NO. #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	5	13	15	53	54	55
1.01	A.I. Kit - Artificial insemination gun universal autolocking type with container-02 pcs, insulated cover for keeping A.I. Gun warmer at required temp-2 , A.I. Sheath universal-2000pc, clinical thermometer dual scaleflat body-1pcs, long stem thermometer 0-50 °C in plastic case -1 pcs., A.I. Sheath container plastic with one end closed and other with screw cap for 50 sheath - 2pcs, straw cutter for cutting straw uniform - 2 pcs, thawing kidney tray 12" SS - 1 pcs, straw tweezer minimum 8" straw grooved edges for holding the without crushing made up of SS - 1pcs, straw tweezer minimum 8" straw grooved edges for holding the without crushing made up of SS - 1 pcs, A.I. apron washable with cotton bidding stitched on all corner it should provided with neck and waist ties with one pocket on front - 1 pcs, A.I. disposable gloves 100 pcs in a pkt - 1 pkt, Hand gel with moisturiser containing ethanol and triclosan 50 ml- 1 pcs , disposable boot cover LDPE made with elastic - 100 pair , long forceps for holding /lifting the material 450 mm. -1 pcs , dipsstick for measuring the level of nitrogen 0-100 folding b type in a suitable cover - 1 pcs , wide mouth flask ss inside an outside 500 ml. capacity screw cap - 1 pcs , dial thermometer 0-110°C steel make -1 pcs , instant accurate unbreakable thaw monitor 35-37°C with different colour indication-01 pcs	Each					
1.02	Autoclavable unbreakable reusable Plastic Syringe made of P.P. material facility for leur mount Needle individually packed. 5 ml, should bear autoclaving at 121°C for 30 Minutes without changing its shape.	Each					
1.03	Autoclavable unbreakable reusable Plastic Syringe made of P.P. material facility for leur mount Needle individually packed. 10 ml, should bear autoclaving at 121°C for 30 Minutes without changing its shape.	Each					

1.04	A.I. Gun Universal Technical Specification for universal A.I. Gun for Bovine for 0.25ml and 0.5ml Straws – Type: Universal for A.I. Gun for Mini and medium Straws Comptibility : Suitable for 0.25ml straw for split and unsplit sheaths ISO Certifications : Manufactured under ISO 9001:2000 Standard Length of Gun : Total Length of Gun 444-447 mm, length of Gun without mandain/ stylet 436-437mm Diameter : Internal = 3.18 mm external = 3.62 to 3.65mm Composition of Gun, Adherence : Stainless Type 304H with 0.04 to 0.08% carbon Physical quality : Rust proof, even after sterilization at high temperature	Each			0.00	0.00	INR Zero Only
1.05	Automatic Vaccinator Bottle and vial attachment, pressure dose adjustment from 0.5ml to 5ml, Luer Lock Needle Nozzle with spare service kit.	Each			0.00	0.00	INR Zero Only
1.06	Calf PullerSS 316/304. The main body of the device should be attached to the front end by a hinge to ensure convenient up and down movement with operational length 1200mm approx. Main body dimension 30x30mm, Front end of device U shaped and detachable from body. Coparsises a circular tube with a diameter of 25mm, flexibility provision of the device should be 275mm to 400mm approx. The device should have a provision to connect with an obstetric chain. Separate detachable handle of 200mm with twin lock mechanism. CE approved	Each			0.00	0.00	INR Zero Only
1.07	California Mastitis Test Kit Complete Kit made of Polypropylene with 4 mixing chambers and full grip handle including reagent, reagent dispenser and test colour standard chart	Each set			0.00	0.00	INR Zero Only

1.08	Cattle Crush Tubular, made of G.I. Pipe with outside diameter 60mm, height of front & back pillar 1980 mm, length & breadth of Cattle Crush be 1830 x 877 mm respectively. All Four Pillars should be provided holes at 75mm distance from bottom and be provided with round bars of 12mm diameter & 300 mm long, side pillars be joined by 2 tubular beams having 60 mm outside diameter, the insided distance between the two beams being 477 mm. The two sides of beams should be supported by Two G.I. pipes of 48 mm diameter. Lower Side beam at 1223 mm height and upper side beam at 1700 mm height. Circular 1 inch painted marking on all four pillars at the height of 450mm from below to indicate ground fill / fixation. Cattle Crush should also be provided with an adjustable gate to open sides. Gate should consist one sliding G.I. pipe on two horizontal pipe of 60mm outer diameter to secure the neck of animal. Two extra G.I. pipe 1.2 mtr. long of 60mm outer diameter should be provided for the backsides. Two metallic loops on each side vertical rear pillar to control Cattle from backside be provided. All the G.I. pipes used should be of ISI Mark 'A' class with visible ISI Mark on every meter of pipe. All the joints should be electrically welded. (Note-Weight of the cattle crush should comply with the norms of the ISI Mark, 'A' Class GI pipe standard of specified diameters with variable maximum/minimum permissible limits).	Each		0.00	0.00	INR Zero Only
1.09	Chuck with key (Orthopaedic) S.S. - 304, 20cm	Each		0.00	0.00	INR Zero Only
1.10	Cryovials 2.5ml Sterilized	Each		0.00	0.00	INR Zero Only
1.11	Dehorning saw with detachable Blades 45 cm	Each		0.00	0.00	INR Zero Only
1.12	Dog muzzles -Standard	Each		0.00	0.00	INR Zero Only
1.13	Dressing Forceps (S.S.-304) 25cm	Each		0.00	0.00	INR Zero Only
1.14	Dressing Forceps (S.S.-304) 15cm	Each		0.00	0.00	INR Zero Only
1.15	Electric Dehorner 30 cm length	Each		0.00	0.00	INR Zero Only
1.16	Portable Electric sterilizer (SS 304), 30cmx15cmx20cm-1500 Watt	Each		0.00	0.00	INR Zero Only
1.17	Enema Pump (Veterinary) Reedis Standard	Each		0.00	0.00	INR Zero Only
1.18	Faecal sample collection containers Individually Packed 70 ml capacity , Made up of transparent / Clean plastic with screw capped lid	Each		0.00	0.00	INR Zero Only
1.19	Firing Iron Set (Conical,Line,Pin)	Each		0.00	0.00	INR Zero Only
1.20	Forceps S.S. -304 15cm	Each		0.00	0.00	INR Zero Only
1.21	Forceps S.S. -304 17.5cm	Each		0.00	0.00	INR Zero Only
1.22	Forceps S.S. -304 20cm	Each		0.00	0.00	INR Zero Only
1.23	Formalin Chamber with 100 formalin tablets Non Corrosive,Standard, 20"x 8"x 8"	Each		0.00	0.00	INR Zero Only
1.24	Gerlach/ Buhner Vulva suture	Each		0.00	0.00	INR Zero Only

	instrument SS -304,18 cm					
1.25	Gray's mouth gags for dogs SS-304, 11cm	Each		0.00	0.00	INR Zero Only
1.26	Gray's mouth gags for dogs SS-304, 14cm	Each		0.00	0.00	INR Zero Only
1.27	Gray's mouth gags for dogs SS-304, 16cm	Each		0.00	0.00	INR Zero Only
1.28	Haver Sac Bag 18"ht. x18"Length x6" Width	Each		0.00	0.00	INR Zero Only
1.29	Hoof trimming set (Consisting of Hoof cutter 450-500mm length with sharp blade , Set of 2 Hoof knife with wooden handle and SS blade, Hoof Rasp made up of mild steel 20 cm)	Each		0.00	0.00	INR Zero Only
1.30	Hog Catcher Standard	Each Set		0.00	0.00	INR Zero Only
1.31	Instrument Tray S.S. -304with lid 250mmx300mm	Each		0.00	0.00	INR Zero Only
1.32	Instrument Tray S.S. -304with lid 350mmx300mm	Each		0.00	0.00	INR Zero Only
1.33	Insulated Sample Carrier wide mouth vacuum flask made of S.S. inside and out side with carrying Strap. Capacity 500ml	Each		0.00	0.00	INR Zero Only
1.34	Intra Medullary Bone Pins Assorted size	Each		0.00	0.00	INR Zero Only
1.35	Long Forcep (SS-304) 45 cm	Each		0.00	0.00	INR Zero Only
1.36	Mayo's Scissors straight (S.S.-304) 15 cm	Each		0.00	0.00	INR Zero Only
1.37	Metal Catheter for bitch Standard	Each		0.00	0.00	INR Zero Only
1.38	Mouth Gag for Cattle Standard	Each		0.00	0.00	INR Zero Only
1.39	Ointment Slab Porcelain 20 cmx20 cm	Each		0.00	0.00	INR Zero Only
1.40	Operation table for small animals-1- Operation table for small animals suitable for General Surgery SS Hydraulic O.T. table, five section SS top and heavy base and column. All sections covered with mattresses. Height Adjustable Range ( in mm ): 75mm to 1000mm, Trendelenburg: 30 degree, Max. Load 120 kg , Table lenght 1830mm, table width 497mm, Height Adjustable, Back Rest UP 80 degree/Down 25 degree, lateral tilt 20/20 degree , Head Rest UP 20 degree/Down 60 degree, Trendelenburg Reverse 25 degree	Each		0.00	0.00	INR Zero Only
1.41	Orthopedic Saw, (SS-304) 30 cm with adjustable blades	Each		0.00	0.00	INR Zero Only
1.42	Otoscope and Ophthalmoscope set Otoscope and Ophthalmoscope set of good quality and for veterinary use. It should be batteries operated and easy to handle, otoscope head with 4x magnification, 3 specula of size 80mmx6mm, 58mmx5mm, 80mmx4mm with one spare bulb, one ophthalmoscope head.	Each set		0.00	0.00	INR Zero Only
1.43	Plaster Cutting Saw s.s. 4cm wide 20 cm.	Each		0.00	0.00	INR Zero Only
1.44	Post Mortem Kit For Poultry-Scissors Mayos SS, 20cm-2, Scissors Mayos SS, 15cm-2, long Forceps SS 20cm-2, Magnifying Glass, 6cm Dia-2, Bone Cutter SS, 20cm-1, B.P. Handle SS, No. 3 &4 Standard-2, B.P. Blade SS each-24. (items of SS should of be SS-304 material)	Each		0.00	0.00	INR Zero Only

1.45	Postmortem Set Comprising Postmortem Saw (All metallic Saw 25cm S.S.), Postmortem Knife 30cm S.S., Set of Hooks-23, Compass S.S.-25cms, Chisel S.S. 15cms-2, Hammer S.S.- 25cms, Scalpel S.S.(05 cms, 10cms, 15cms, 20cms)-4, Scissors S.S. straight 15cms, 20cms, Scissors S.S. Curved 15cms, 20cms, Thumb Forceps 15cms, 20cms, in a Canvas Bag.(items of SS should be SS-304 material)	Each Set			0.00	0.00	INR Zero Only
1.46	Postmortem Tray 18"x10" Metalic	Each			0.00	0.00	INR Zero Only
1.47	PPE Kit Dangri: 1 Disposable free size. Full sleeves, made up of non woven fabric (spun bonded, poly propylene material not less then 90 GSM) cuff with elastics zipper infront hood attached covering sides of face and neck Hand gloves: one pair Disposable, ISI mark, size 10 no. Shoe cover One Pair disposable, made up of polyester woven fabric with protective rubber coating preferably teflon with thick padded foot base and can be used under field condition Face Mask: 1 with Hepa filter 3M-N95 standard      Disposable 1 protective glasses- Disposable with clear glasses, zero power eye fitting and elastic band holder. <b>NOTE: Kit must be disinfected by Gamma irradiation and the irradiation certificate required</b>	Each Kit			0.00	0.00	INR Zero Only
1.48	Rubber Arm Sleeves With Latex Gloves No.8	Each Pair			0.00	0.00	INR Zero Only
1.49	Rubber Arm Sleeves With Latex Gloves No.9	Each Pair			0.00	0.00	INR Zero Only
1.50	Rubber Gloves Full arm sleeves	Each Pair			0.00	0.00	INR Zero Only
1.51	S.S.-304 Jar with lid 2 kg. capacity	Each			0.00	0.00	INR Zero Only
1.52	S.S.Tray 350x400mm(SS-304)	Each			0.00	0.00	INR Zero Only
1.53	Sample Container Plastic 100 ml (Radiation Sterile)	Each			0.00	0.00	INR Zero Only
1.54	Sheep balling gun SS -304,31.5 cm	Each			0.00	0.00	INR Zero Only
1.55	Spatula PVC 20 cm	Each			0.00	0.00	INR Zero Only
1.56	Sprit Lamp with Tripod Stand S.S.(SS-304)	Each			0.00	0.00	INR Zero Only
1.57	Stomach Tube for Horse Shape and dimension of stomach tube should be 16mmx3400mm; made of flexible plastic; optimum rigidity and good reaction to heat and cold; a round and opened end with lateral eyes, clear tubes with a funnel end; shall have good slide and easy to clean; shall be covered by a suitable rust proofing material and then wrapped in non-absorbent paper.	Each			0.00	0.00	INR Zero Only
1.58	Surgical diathermy for Veterinary Suitable for veterinary diathermy. Output frequency-monopolar generator 500+25Khz. Input Voltage 220-240 volts AC 50Hz	Each			0.00	0.00	INR Zero Only
1.59	Suture Needles Traumatic/ Atraumatic/ Curved/Straight	Each			0.00	0.00	INR Zero Only
1.6	Swab Holder S.S. -304	Each			0.00	0.00	INR Zero Only



1.61	Tail Docking Machine 55 cm	Each			0.00	0.00	INR Zero Only
1.62	Taylor Percussion II Hammer 18cm SS - 304, with hard plastic head	Each			0.00	0.00	INR Zero Only
1.63	Tooth Cutter for large animals SS-304	Each			0.00	0.00	INR Zero Only
1.64	Tooth rasp Standard	Each			0.00	0.00	INR Zero Only
1.65	Trocars Canula for Sheep 15 cm	Each			0.00	0.00	INR Zero Only
1.66	Trocars and Canula for large animal- Trocar 10x150mm with wooden handle along with canula	Each			0.00	0.00	INR Zero Only
1.67	Urinary Catheters Niclsen Urinary Catheter for cow- Length-44 cm, dia- 5mm-SS-304	Each			0.00	0.00	INR Zero Only
1.68	Vaginal Dilator for bitch -Standard	Each			0.00	0.00	INR Zero Only
1.69	Wash Basin with tank SS-304 on Stand 90cm height& 5 liter tank capacity	Each			0.00	0.00	INR Zero Only
1.70	Weingart Rumenotomy Set .Weingart Frame-1, Vulsellum Forceps- 2, Weingart Tenaculum-6	Each set			0.00	0.00	INR Zero Only
1.71	Wire Saw With Handles	Each set			0.00	0.00	INR Zero Only




### Integrity Pact (IP)

[Ref. para 18.9 of U.P. Procurement Manual (Procurement of Goods) 2016]

(To be given on letter head of the Supplier/Original Equipment Manufacturer (OEM), as the case may be, duly signed by the authority having legal power of attorney to bind the firm/ company)

This Integrity pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any) who are registered/seeks registration or awarded/seeks Contract(s)/Rate Contracts(s) (RCs) on one hand and State Purchase organisation (SPO) or any other procuring entity (PE) (hereinafter called the SPO/PE which include all its employees/officials/officers working as Public Authority) on the other.

2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of SPO/PE shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelisation, collusion, which are not limited to, but also include the following:

- (a) Collusive bidding: Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.
  - (b) Bid rotation: In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
  - (c) Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be toohigh to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.
  - (d) Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.
  - (e) Market allocation: Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.
3. The party hereby agrees that he will not indulge in any such activity and will inform SPO/PE if any such activity is on. The party further agrees that he will not give bribe, speed money and gifts to any public official of SPO/PE and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.
4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the SPO/PE if any such event is unfolding for which SPO/PE on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this IP the Public Authority will be subjected to actions prescribed under the Government Servant Conduct Rules/Discipline and Appeal Rules etc. including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Cancellation of Registration
- (c) Forfeiture of all securities and performance Bank Guarantees
- (d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years
- (e) Suspension and/or banning the business dealings for period upto 3 (three) years
- (f) Any other administrative or penal actions as deemed fit
- (g) Action under IPC/PC Act and other relevant laws of the country.

6. It has been further agreed that the actions as aforesaid except that at 5(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'Nocontest' basis, upon satisfaction of the SPO/PE, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

7. It has been also agreed prescribing that within 30 (thirty) days of such orders passed by SPO/PE, the aggrieved party shall have the right to appeal to the Principal Secretary/Secretary, Micro, Small and Medium Enterprises, Government of Uttar Pradesh, Lucknow and till the time a decision is taken on such appeal, the decision of SPO/PE would be in-force unless otherwise specifically ordered by the Principal Secretary/Secretary.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of SPO/PE forming integral part of all the affairs and transactions with and in relation to SPO/PE.

Signature on behalf of Supplier  
Firm/Company.....  
Name and designation/capacity of  
signatory.....  
Full address of the Supplier  
Firm/Company.....  
Seal and Stamp of the supplier  
Firm/Company.....

Place: .....

Date: .....

To

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