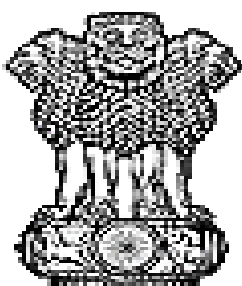


Department of Animal Husbandry & Dairying
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India



सत्यमेव जयते

REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF FMD VACCINE MANUFACTURERS

April 2022

**E-TENDER NOTICE FOR INVITING BIDS FOR PROCUREMENT OF FMD VACCINE FOR
FINANCIAL YEARS 2022-23 and 2023-24**

E-tender inquiry no K-11053(5313)/8/2022-LH

Time schedule of various empanelment related events:

S.NO	DESCRIPTION	SCHEDULE
1	Tender document publication date & time	06.04.2022 1740 IST
2	Pre-bid meeting–date/time	18.04.2022 1500 IST
3	Bid submission-end date/time	28.04.2022 1500 IST
4	Technical bid opening date and time	29.04.2022 1500 IST
5	Financial Bid opening date and time	<u>To be intimated later</u>

DISCLAIMER

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

NOTICE INVITING BIDS (NIB)

E-tender no: K-11053(5313)/8/2022-LH

Department of Animal Husbandry and Dairying (DAHD), Ministry of Fisheries, Animal Husbandry and Dairying, Government of India invites e-Bids from eligible and qualified vaccine manufacturers for supply of **FMD Vaccine doses** as per following details:

Item No.	Brief Description of Goods	Quantity
FMD oil adjuvant vaccine as per IP (vet)	<i>Trivalent FMD oil adjuvant vaccine incorporated with the following vaccine strains:</i> <i>(i) Serotype 'O'- Strain INDR2/1975</i> <i>(ii) Serotype 'A'- Strain IND40/2000</i> <i>(iii) Serotype 'Asia 1'- Strain IND63/72</i> 1. Oil-adjuvant (safe and of proven efficacy) & NSP free 2. Shelf life: At least 12 months from the date of manufacture and a minimum of 9 months at the time of supply	Quantity according to requirements as given in Chapter II of Tender Document, for delivery to district headquarters on Pan India basis

Specific instructions for e-tender participants -

1. Bidders are requested to read the bidder's help document on the e-tender website link before proceeding for bidding.
2. The prospective bidder must be registered on the portal <https://eprocure.gov.in/eprocure/app>. In order to submit the bid electronically, bidders are required to have a valid digital signature certificate
3. The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> after registration.
4. The submission of the online bid can only be done at <https://eprocure.gov.in/eprocure/app>
5. All prospective bidders are requested to attend the pre-bid meeting as per the time and venue mentioned in this tender document.
6. Bid Security/EMD should be deposited in the form of a Pay order/ Demand Draft from a scheduled bank (annexed in Chapter XI) drawn on **PAO, DAHD payable at New Delhi**. The bid security can also be in the form of Bank Guarantee or Fixed Deposit Receipt issued in favour of DAHD.
7. Bids submitted without bid security shall be rejected.
8. In the event of the specified date for the submission and opening of bids being declared a holiday for Issuer's office, the due date for submission and opening of bids will be the following working day at the appointed time.
9. It shall be the responsibility of the Bidders to ensure that their Bids are filed electronically, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected.
10. The Bid Documents are not transferable.
11. The issuer/tenderer may reject all bids without assigning any reason thereof.

12. Any query regarding this NIB may be sent to jslh-dadf@nic.in. Reply will be furnished as per the provisions of the documents.
13. For any assistance regarding CPP Portal please contact Helpdesk provided at “contact us” at CPP Portal <https://eprocure.gov.in/eprocure/app>

-sd-

Under Secretary

Place: New Delhi

Date: 06.04.2022

TABLE OF CONTENTS

S. No.	SUBJECT	PAGES
CHAPTER I	GENERAL INSTRUCTIONS TO BIDDERS (GIB)	7-19
CHAPTER II	SCHEDULE OF REQUIREMENTS	20
CHAPTER III	TECHNICAL SPECIFICATIONS	21-23
CHAPTER IV	QUALIFICATION CRITERIA	24
CHAPTER V	PRICE SCHEDULE	25
CHAPTER VI	BID FORM	26-27
CHAPTER VII	TENTATIVE MONTHLY QUANTITY TO BE OFFERED BY BIDDER	28
CHAPTER VIII	AUTHORISATION FORM	29
CHAPTER IX	BANK GURANTEE PROFORMA FOR EMD	30
CHAPTER X	TENDER ACCEPTANCE FORM	31
CHAPTER XI	LIST OF SCHEDULED BANKS	32
CHAPTER XII	CHECKLIST TO BIDDERS	33
CHAPTER XIII	INTEGRITY PACT	34-35

CHAPTER I: GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. DEFINITIONS AND ABBREVIATIONS

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

- a) **“Bid price”** means the price discovered through this tendering process and payable to the manufacturer for satisfactory performance as per MPC
- b) **“Bid Security”** means Earnest money deposit (EMD)/ monetary or financial guarantee to be furnished by a bidder along with the bid
- c) **“Bid”** means quotation/response received from a firm / bidder in response to the Tender Document
- d) **“Bidder”** means the FMD vaccine manufacturing entity with valid license from DCGI submitting bids / quotation /response to the tender document
- e) **“Consignee”** means the State level Authority of Department of Animal Husbandry & Dairying, State/UTs receiving the delivery of the consignment
- f) **“Day”** means calendar day
- g) **“District headquarters”** means the designated place for taking delivery of the vaccine at each district of States/ UTs
- h) **“goods”** means FMD Vaccine incorporated with the strains as described in Chapter II: Schedule of requirements and Chapter III: Technical Specifications
- i) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or services and comparing the same with the specified requirement to determine conformity. Quality parameters shall be inspected as per the testing protocols prescribed by DAHD from time to time
- j) **“Issuer”** means the tendering authority, which in this case is Department of Animal Husbandry and Dairying. The term “Client” shall be interchangeably used.
- k) **“L1”** means the lowest bid received in a tender, bidding process or other procurement as adjudged in the evaluation process as per the tender or other procurement solicitation
- l) **“Manufacturer – Purchaser Contract (MPC)”** means the agreement entered into between the manufacturers of FMD vaccine and the Purchasers, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. The term “Contract” shall be interchangeably used.
- m) **“Performance security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract (MPC) placed on it. Performance security is also known as security deposit
- n) **“Purchaser”** means the FMD vaccine purchasing agency authorised by DAHD. The “Purchaser” shall be decided later, but before awarding the contract
- o) **“Round”** means vaccination of target livestock in particular time period pan India
- p) **“Services”** means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services and other such obligations of the supplier covered under the contract
- q) **“Specification”** means the document/ standard that prescribes the requirement with which goods or services has to conform to
- r) **“Tender (Enquiry) Document”** means the document floated by DAHD for inviting bids on the e-procurement portal. The term “tender” shall be interchangeably used.

ABBREVIATIONS

- I. "°C" means temperature in degree Celsius
- II. "BG" means Bank Guarantee
- III. "BOQ" means Bill of Quantity
- IV. "CCA" means Controller of Certifying Authorities
- V. "CIF" means Cost, Insurance and Freight
- VI. "COA" means Certification of Analysis
- VII. "CPPP" means Central Public Procurement Portal
- VIII. "CVC" means Central Vigilance Commission
- IX. "DAHD" means Department of Animal Husbandry and Dairying
- X. "DCGI" means Drug Controller General of India
- XI. "DSC" means Digital Signature Certificate
- XII. "EMD" means Earnest Money Deposit
- XIII. "FMD" means Foot and Mouth Disease
- XIV. "FOB" means Free on Board
- XV. "FOR" means Free on Rail
- XVI. "GFR" means General Financial Rules
- XVII. "GST" means Goods and Services Tax
- XVIII. "ICAR" means Indian Council of Agricultural Research
- XIX. "IEM" means Independent External Monitor
- XX. "IP" means Integrity Pact
- XXI. "IP-vet" means Indian Pharmacopoeia (Veterinary)
- XXII. "ITB" means Instruction to Bidders
- XXIII. "IVRI" means Indian Veterinary Research Institute
- XXIV. "L1" means Bidder of lowest price
- XXV. "LHDCP" means Livestock Health and Disease Control Programme
- XXVI. "NADCP" National Animal Disease Control Program
- XXVII. "PAN" means Permanent Account Number
- XXVIII. "PDF" means Portable Document Format
- XXIX. "PS" means Performance Security
- XXX. "QC" means Quality Control
- XXXI. "SD" means Security Deposit
- XXXII. "SMS" means Short Messaging Service
- XXXIII. "TE Document" means Tender Enquiry Document
- XXXIV. "XLS" means excel spread sheet

2. INTRODUCTION

2.1 DEPARTMENT OF ANIMAL HUSBANDRY & DAIRYING (DAHD)

India's livestock wealth (535.78 million) includes 192.49 million cattle, 109.85 million buffaloes, 148.88 million goats, 74.26 million sheep and 9.06 million pigs (20th Livestock census). The sector is one of the fast-growing sectors making a significant contribution to the national economy and socio-economic development of the country. With more than 11% of world's livestock population, India stands first in buffalo population, second in cattle and goat population, third in sheep and fifth in chicken world over. The country is also the second fastest growing processed meat market with a CAGR of 22%. However, demand for disease-free animals, by preventing economically important diseases that often strike at the livelihoods of small and economically vulnerable livestock farmers, remains the single largest challenge. Covering all eligible livestock by prophylactic vaccination is a herculean task, especially when manpower availability, cold chain maintenance, actual on-field vaccination, add to the challenge. The role of stakeholders in converging for the common purpose to achieve synergy is therefore crucial.

2.2 LHDCP SCHEME

Livestock Health and Disease Control Program (LHDCP) comprising of National Animal Disease Control Program (NADCP) and Livestock Health & Disease Control Scheme (LH&DC) is implemented by DAHD to improve the animal health sector by way of implementation of prophylactic vaccination programmes against various diseases of livestock, capacity building and disease surveillance. It is envisaged that implementation of the scheme will ultimately lead to prevention & control, subsequently eradicating the diseases thereby resulting in higher productivity from livestock, boosting up trade and improving socio-economic conditions of livestock farmers. The scheme, among others, aims to implement FMD Control Programme (FMD-CP) intensively in all States / UTs so as to cover all 5 species of livestock under vaccination with the sole objective of gradually eradicating FMD.

2.3 OBJECTIVE

DAHD intends to on-board FMD vaccine manufacturers (the manufacturers) for a period **two (2) years or four rounds of vaccine supply, whichever is later** to assist and support DAHD and State Governments /UT Administrations in the implementation of LHDCP and thereafter the tenure may be extended every year up to a maximum of additional 36 months on the same terms and conditions upon mutual consent.

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

Interested applicants are requested to submit their responses on Central Public Procurement Portal (<http://eprocure.gov.in>) **on or before 28/04/2022 by 05.00 PM.**

3. AVAILABILITY OF FUNDS

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

4. LANGUAGE OF TENDER

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

5. ELIGIBLE BIDDERS

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

6. TENDERING EXPENSE

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

7. SCOPE OF WORK

- 7.1 The tender document intends to invite FMD vaccine manufacturers for supply of vaccine doses to States/UTs pan India at the uniform price discovered through this bidding process
- 7.2 DAHD is only the tendering authority for empanelment of successful bidders and shall not enter into any contract for procurement of FMD vaccine with the manufacturers. Upon empanelment of successful bidders, the FMD vaccine manufacturers will have to sign the contract with the Procurement Agency for supply of vaccine doses as per mutually agreed terms and conditions
- 7.3 The contract would be signed between the “Purchaser” and the “empanelled manufacturer” for supply of goods as per the terms and conditions of the contract

8. ROLES AND RESPONSIBILITIES

8.1. THE ISSUER OF THE TENDER DOCUMENT: DAHD

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

8.2. FMDVACCINE MANUFACTURERS

- a. FMD vaccine manufacturer(s) shall be appointed as per the specifications mentioned in this Tender document for supply of FMD vaccine under LHDCP
- b. The successful bidders shall be empanelled by DAHD for supply of vaccine doses as per the submitted bid
- c. The FMD vaccine manufacturer(s) shall sign a contract with the Procurement Agency for supply of FMD vaccine doses as per the terms and conditions mentioned in the Tender along with the mutually agreed conditions outlined in the "Manufacturer – Purchaser Contract (MPC)"
- d. The FMD vaccine manufacturer(s) shall adhere to all the necessary obligations of the Purchaser as mentioned in the "Manufacturer – Purchaser Contract (MPC)" and the Purchaser will have the rights to evoke necessary actions on non-fulfilment of the conditions of the said contract.
- e. Empanelment will be done to the evaluated bidder (s) whose bid has been found to be technically responsive and who is qualified to perform satisfactorily as per the terms and conditions incorporated in the tender document at the uniform L1 rate (discovered through this process)
- f. In case of failure of the empanelled manufacturer to supply the assigned/apportioned quantities, either fully or partially, the purchaser reserves the right to procure such quantity to the extent of such deficit/ short supply from any other empanelled bidder (s) on the same terms and conditions.

8.3. PURCHASER / PROCUREMENT AGENCY:

- a. The procurement of vaccine shall be done through the procurement agency appointed by Central Government
- b. The procurement agency could be an agency of public sector undertaking / statutory corporations / national level federations / cooperatives.

- c. In case the vaccine manufacturer(s) fail(s) to meet the supply of FMD vaccines as mentioned in the Tender /contract, the Purchaser shall have the right to impose necessary clauses for recovery/ penalty as per the terms agreed in the “Manufacturer – Purchaser Contract (MPC)”
- d. The purchaser shall reserve the right to determine the payment instalments as well as related conditions in consultation with DAHD, depending on the outstanding liabilities (if any) of the manufacturers (bidders) under LHDCP (which includes NADCP)
- e. The payment instalments as well as related terms and conditions shall be mentioned in clear terms in “Manufacturer – Purchaser Contract (MPC)” duly signed between Manufacturer and Purchaser.
- f. Releasing payment to vaccine manufacturers on receipt of consignment acceptance certificates from the respective State Animal Husbandry Departments
- g. Any other condition as mentioned in the “Manufacturer – Purchaser Contract (MPC)”

B. PREPARATION AND SUBMISSION OF BID DOCUMENT

9. INSTRUCTIONS TO BIDDER(S)

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

9.2. CLARIFICATION ON TENDERING DOCUMENTS

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

Under Secretary(LH)
 Ground Floor, Left wing, Chandralok Building,
 36, Jan Path, Ph-9650660330
 Email id- mk.diwaker@nic.in
 Department for Animal Husbandry & Dairying,
 Ministry of Fisheries, Animal Husbandry & Dairying,
 Government of India,
 New Delhi

9.3. PRE-BID MEETING:

- 9.3.1. A Pre-Bid meeting shall be conducted online through video conference (VC)/ meeting room of Krishi Bhawan on **18.04.2022 (1500 IST)**. Link/address of which will be circulated to all interested parties on receipt of their request which should be made to: jslh-dadf@nic.in
- 9.3.2. Applicants willing to attend the pre-bid meeting should inform client beforehand in writing through email. The maximum number of participants from an applicant/bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per bidder.

The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization

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

S. No.	Ref. page no.	Ref. section/ Clause	Clause details	Query/ Suggestions

- 9.3.4. The Client will endeavour to respond to the queries prior to the submission due date **through a Consolidated Corrigendum**. The Client will post the **Consolidated Corrigendum** on its official website and/or on the Central Public Procurement portal (CPPP). The official website for accessing the information related to this tender is: <https://dahd.nic.in/> Central Public Procurement Portal (eprocure.gov.in/e-procure/app).

9.4. AMENDMENT OF BIDDING DOCUMENTS

- 9.4.1. At any time prior to the deadline for submission of bids, the issuer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing suitable amendment(s)
- 9.4.2. Any amendment(s) will be notified **through a Consolidated Corrigendum on CPPPortal**
- 9.4.3. In the event of amendments in the tender document, the issuer at its discretion will offer reasonable time for submission of bids by extending timeline for submission of such bids

10. SUBMISSION OF BID:

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

10.1. TECHNICAL BID

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

#	Document	Remarks
1	Certificate of registration of company / firm	To be provided by bidder
2	GST registration certificate	To be provided by bidder
3	PAN of the company / firm	To be provided by

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

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

10.2. FINANCIAL BID

The Financial bid should contain the following:

10.2.1 PRICE SCHEDULE as prescribed at **CHAPTER V**

10.2.2 BID FORM as prescribed at **CHAPTER VI**

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

Note:

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

11. BID QUANTITY

DAHD intends to purchase **84.80 crore doses annually or two rounds, whichever is later** of *FMD* vaccine during FY 2022-23 and 2023-24 for all five species of livestock (**cattle, buffalo, sheep, goat & pigs**) through Procurement Agency for supply of vaccine doses pan India. Bidders should mention the quantity of vaccine doses (tentative) they would be in a position to supply month wise (refer **Chapter VII**).

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

12. BID PRICES

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

13. BID CURRENCIES

The bidder shall quote prices only in Indian Rupees.

14. VALIDITY OF BIDS

- 14.1.** Bids shall remain valid for a period of minimum of 2 years from date of submission of bid or fulfilment of supply commitment of four rounds, whichever is later. A bid valid for a shorter period shall be treated non-responsive and rejected. The validity of the bid shall be extendable subject to decisions of the issuer.

15. DOCUMENTS ESTABLISHING BIDDERS' ELIGIBILITY AND QUALIFICATION

- 15.1.** The bidder shall also furnish relevant documents like technical data, literature, drawings etc. in support and to establish that the goods and services offered are in accordance with tender specifications (reference **CHAPTER III Technical Specification**). For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details to establish technical responsiveness of the goods and services offered in its bid
- 15.2.** In case there is any variation and/or deviation between the goods & services prescribed by the Issuer and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 15.3.** If a bidder furnishes wrong and/or misleading data, statement(s), license for specified item, etc. about technical acceptability of the goods and services, its bid will be liable to be ignored and rejected. The bidder may be blacklisted in addition to other remedies available to the purchaser in this regard.

16. BID SECURITY /EMD

- 16.1.** Bid security of **Rs. 4 crores (Rs Four crores only)** shall be provided by the interested bidder to the Issuer. A scanned copy of the bid security will be uploaded at the CPP portal at time of bidding. However, bid security in hard copy will be deposited to the issuer before opening of Bid.
- 16.2.** The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- 16.2.1. Account Payee Demand Draft/Pay order
 - 16.2.2. Fixed Deposit Receipt
 - 16.2.3. Banker's Cheque
 - 16.2.4. Bank Guarantee
- 16.3.** The demand draft/ pay order / fixed deposit receipt / banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of **PAO DAHD, payable at New Delhi**. In case of bank guarantee, the same is to be provided from a scheduled bank. List of schedule banks is provided at **CHAPTER XI** of Tender Document.
- 16.4.** The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 16.5.** EMD of unsuccessful tenderers will be returned without any interest, but not later than thirty days after notification of the empanelment. The EMD of responsive/ successful tenderers will be returned with no interest on receipt of performance security from that bidder after signing of the Contract
- 16.6.** Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the issuer/purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of bidder if it fails to furnish the required performance security within the specified period.

17. SIGNING AND SEALING OF THE TENDER

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

18. DEADLINE FOR SUBMISSION OF BIDS

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

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

19. LATE BIDS

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

20. MODIFICATION AND WITHDRAWAL OF BIDS

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

C. BID OPENING

21. OPENING OF BIDS

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

D. EVALUATION OF BIDS AND DECLARATION OF RESULTS

22. BASIC PRINCIPLE

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

23. PRELIMINARY SCRUTINY OF BIDS

- 23.1.** The bids will be scrutinized to determine whether they are complete and meet the prescribed requirements, conditions etc. of the document. The bids, which do not meet these requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 23.2.** The bids shall be declared unresponsive and ignored under the following circumstances-

- a. Required EMD (Amount, validity etc) documents have not been provided
- b. The Bid form (as per **CHAPTER VI** (signed and stamped)) not enclosed
- c. Tender validity is shorter than the required period
- d. Goods offered not meeting specifications in the tender enquiry
- e. The license issued by DCGI is not valid/absence of license for manufacturing the said strains specified in the tender
- f. Bidder has not agreed to condition(s) in the tender enquiry document
- g. Poor/ unsatisfactory past performance

24. DISCREPANCIES IN PRICES

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

25. EVALUATION OF BIDS FOR EMPANELMENT:

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

26. NOTIFICATION OF EMPANELMENT

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

27. ACTION AGAINST EARLIER LIABILITIES, IF ANY

Any amount of penalty outstanding against any bidder towards supply of FMD vaccine or vaccination on field by FMD vaccine which did not comply with stipulated quality parameters in any earlier procurement (vide E Tender Enquiry No. NAFED / HO/ NADCP/ 2019-20/ 1 dated 27/11/2019) by DAHD (or its procurement agency viz. NAFED) if not paid / not recovered prior to procurement, would be adjusted against payment for future supply(ies) of FMD vaccine, against this Tender.

28. COMPARISON OF BIDS

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

29. ISSUER'S RIGHT TO ACCEPT ANY BID AND OR TO REJECT ANY ORALL BIDS

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

30. INTRODUCTION OF NEW MANUFACTURER FOR SUPPLY OF FMD VACCINE

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

31. INTEGRITY PACT

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

CHAPTER II

A. SCHEDULE OF REQUIREMENTS

ItemNo.	Brief Description of Goods	Quantity
FMD oil adjuvant vaccine as per IP (vet)	<p>Trivalent FMD oil adjuvant vaccine incorporated with the following vaccine strains:</p> <p><i>(i) Serotype 'O'- Strain INDR2/1975</i> <i>(ii) Serotype 'A'- Strain IND40/2000</i> <i>(iii) Serotype 'Asia 1'- Strain IND63/72</i></p> <p>1. Oil- adjuvant (safe and of proven efficacy) & NSP free</p> <p>2. Shelf life: Minimum 12 months from the date of manufacture and a minimum of 9 months at the time of supply</p>	Quantity according to requirements as given in Chapter II of Tender Document, for delivery up to district headquarters on Pan India basis

Note:

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

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

Annual	Requirement
FMD Vaccine	<p>*42.40 Crores per round</p> <p>Cattle, buffaloes, goats & sheep: 41.50 Cr.& Pigs: 0.90 Cr.</p>

*vaccine dosage requirement for sheep & goat is half of the standard dose size

CHAPTER III

TECHNICAL SPECIFICATIONS

I. SPECIFICATIONS OF FMD VACCINES:

A. Cattle, buffaloes, sheep, goats & pigs:

1. Trivalent ('A', 'O' and 'Asia-1') FMD oil adjuvant vaccine with the following strains
 - (i) Serotype 'O'- Strain IND R2/1975
 - (ii) Serotype 'A'- Strain IND 40/2000
 - (iii) Serotype 'Asia 1'- Strain IND 63/72
2. Oil- adjuvant (safe and of proven efficacy in bovines)
3. Route of administration: Intramuscular (I/M)
4. The shelf life of the vaccine should be at least 12 months from the date of manufacture and a minimum of 9 months at the time of supply
5. FMD vaccines should satisfy the quality parameters of safety and sterility as per IP in vogue and generate a minimum of 1:64 SNT titre for serotype 'O' and 1:45 for serotype 'Asia-1' and 1:45 for serotype 'A' in cattle or correlated serum titre in guinea pigs following the protocol finalised by DAHD.
6. The vaccine should be Non-structural protein (NSP) free. The manufacturer has to self-certify that their vaccine is NSP-free.

II. Special terms and conditions for Foot & Mouth Disease (FMD) Vaccine:

1. Vaccine will be tested prior to supply to the field.
2. The FMD Vaccine manufacturers shall have a valid license from DCGI (Drug Controller General of India) and the vaccines shall meet the quality requirements specified in the current edition of Indian Pharmacopoeia and the standards mentioned in Section 1A. of Chapter III above. All provisions of the Drugs & Cosmetics Act 1940, as amended till date and Rules made there under will always be applicable. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of the application to licensing authority must be submitted with a certificate that renewal application was made within the time frame as per the Drugs & Cosmetics Act as amended up to date and that has not been deleted by licensing authority.
3. In-house Certification of Analysis (COA) of each batch should be accompanied with supply.
4. Temperature Monitoring Card shall be provided in each box by the manufacturer to assess the cold chain maintenance
5. Any information regarding the vaccine, if necessary, shall be made available to the Purchaser/ DAHD. Reference sera for homologous vaccine strains to use as reference standards in serological tests for Post Vaccination Monitoring will be made available to the Purchaser/ DAHD, when requested
6. QC testing of the FMD vaccine will be done as per the mechanism and SOP communicated by DAHD from time to time.
7. **Self-certification by the manufacturer regarding NSP-freedom:** Manufacturer shall self-certify for NSP-freedom. However, DAHD reserves the right to test the vaccines for purity as per extant SOP, whenever desires, through the designated laboratories.

1. INSPECTION AND TESTS

- 1.1 The supplier shall facilitate sample collection and packing & maintenance of cold chain, etc. till the samples are handed over to the designated laboratories by the purchaser or its representative

- 1.2 The designated laboratories will complete the testing of vaccine batches for different parameters as per the extant SOP after receipt of the samples. The results shall be communicated to DAHD by the designated laboratories and subsequently to the Purchaser.
- 1.3 The supplier shall provide self-certified records and the details of production/testing to the purchaser or his representative, whenever required.
- 1.4 DAHD reserves the right to conduct the random sampling and testing of the vaccine doses supplied to the field as per the approved SOP at the designated laboratories

2. **STORAGE TEMPERATURE; COLD CHAIN MAINTENANCE**

The vaccine shall be stored and/or transported between +2⁰C and +8⁰C and not to be frozen. The cold chain maintenance of the supply of vaccines shall be ensured by the seller up to the designated destination.

3. **DOSAGE SIZE:** The liquid vaccine should be packed in a bottle of 50 doses of 2 ml each. The quantitative lot(s) of the vaccines supplied shall preferably be of the same batch
4. The maximum delivery time for the supply of vaccines will be 60 days from the date of placing the order.
5. **LABELING:**

- a. Packing and labelling shall appear in English language and shall conform to provisions of applicable Indian Pharmacopeia and as specified under Drugs and Cosmetics Act, 1940 as amended to date. The vaccine vial labels/inserts shall include strains of the virus to be used against, name of adjuvant, dosage and route of administration, precautions, batch numbers, date of manufacture, date of expiry, name of the manufacturer, etc.

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

MANUFACTURED BY "COMPANY/FIRM's NAME AND ADDRESS"

"SUPPLIED FOR LHDCP, GOI" NOT FOR SALE" in English.

6. **PACKAGING INSTRUCTIONS:**

The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with the following or as per prescribed norms:

- brief description of goods
- contract no. and date
- supplier's name and address
- packing list reference number
- batch number(s) of vaccine and
- consignee's name and full address
- QR Code

7. **QR CODE CLAUSE UNDER PACKAGING:**

7.1 Unique QR code with unique reference number with minimum dimension of 1.5" ×1.5" shall be applied in the secondary level packaging. Data should be provided to Issuer as well as Purchaser in softcopy in excel format. Format for the same shall be provided by the Purchaser.

7.2 Cost of printing and placement of Unique QR code would be borne by the Manufacturer.

7.3 The QR code should be fit for purpose (resistance to water and abrasion) ensuring QR code readability/scan-ability is maintained till delivery of consignment.

8. **PAYMENT**

8.1 The payment to the supplier by the Purchaser will be subject to fulfilment of following conditions:

- 8.1.1 Receipt of written request for release of payment; with the copy of the original invoice/s, approved unit price and consolidated statement of due amount
- 8.1.2 Submission of duly signed certificate / letter of receipt of vaccine by the consignee
- 8.1.3 Any other condition as per the "Contract"

CHAPTER IV

QUALIFICATION CRITERIA

1. The bidder may be domestic / international manufacturer.
2. Should have drug license issued by DCGI for commercial manufacturing and supply of FMD Vaccine of the required strain in the country.
3. The Bidder should be in relevant business of vaccine production along with proof thereof.
4. The bidder shall furnish a brief write-up including:
 - a. Production Capacity (Monthly and Yearly)
 - b. Expansion Plan
 - c. Present Commitments
 - d. Location of Plants
 - e. Capacity/capability to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.

CHAPTER V
PRICE SCHEDULE FOR VACCINE

Item Description	Unit cost (FOR delivered to consignees' site/destination- at district Headquarters on PAN India Basis) (Rate in INR)	Applicable Taxes per dose (in INR)	Total cost (b+c)
(a)	(b)	(c)	
(A) Trivalent FMD oil adjuvant vaccine with the following strains: - (i) Serotype 'O'- Strain IND R2/1975 (ii) Serotype 'A'- Strain IND 40/2000 (iii) Serotype 'Asia 1'- Strain IND 63/72			

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

Note:

Total bid price (in Rupees)

A. For each vial.....Rupees

Signature of bidder

Name

Business Address

Place:

Date:

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

CHAPTER VI

BID FORM

Date

To,

Under Secretary,
Room No.,
Department for Animal Husbandry & Dairying,
Ministry of Fisheries, Animal Husbandry & Dairying,
Government of India,
Krishi Bhavan,
New Delhi

Subject:

Dear Sir,

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

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

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

- a. the information given above are true to the best of our knowledge
- b. if at any stage it is found/noticed by the DAHD that any information thus provided by us is untrue / incorrect partly or fully, the DAHD may not consider our application and may reject us or may take any appropriate action against us.
- c. partly / wrongly filled application and / or applications not in prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents are liable to be summarily rejected by DAHD
- d. we shall submit additional documents whenever asked for by DAHD

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

Place:

Date:

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

.....

CHAPTER VII

TENTATIVE MONTHLY QUANTITY TO BE OFFERED BY BIDDER

The bidders shall provide tentative monthly commitments for supply (quantity of FMD vaccine) commencing from the month of June 2022 till May 2024, as per item given below and the format provided

ITEM DESCRIPTION

Trivalent FMD oil adjuvant vaccine with the following strains -

1. Serotype 'O'- Strain IND R2/1975
2. Serotype 'A'- Strain IND 40/2000
3. Serotype 'Asia 1'- Strain IND 63/72

MONTH OF SUPPLY	COMMITTED MONTHLY QUANTITY FOR SUPPLY ACROSS INDIA

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

Ref No.

Date:

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

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

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

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

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

CERTIFIED TO BE TRUE

For

(Name of Directors)

(Name of Director)

_____ Authorized Signatory

CHAPTER IX

BANK GUARANTEE PROFORMA FOR EMD

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Tender Enquiry No: -

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Signature of the Bidder, with Official Seal)

CHAPTER XI
LIST OF SCHEDULED BANKS

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

NOTE:

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

CHAPTER XII
CHECKLIST FOR BIDDERS

Name of the bidder

Address and contact details for future correspondences

S.No	Description	Yes/No/NA	Remarks
1	EMD of required amount for the quantity quoted in the required format?		
2	Any certificate issued by authority concerned granting exemption from deposition of bid security (Applicable for MSME units)		
3	Power of attorney in favor of the signatory		
4	Certificate of registration of the company /firm		
5	Copy of GST registration certificate indicating the goods to be supplied		
6	Copy of PAN no of the company/firm		
7	Price schedule as per CHAPTER-V		
8	Tentative Monthly quantity to be offered by Bidder as per Chapter VI		
9	Write up about your monthly and annual production capacity as per CHAPTER-V		
10	Clause by clause commentary of technical specification.		
11	Copy of drug license issued by DCGI for manufacturing FMD Vaccine		
12	Integrity Pact		
13	Duly signed self-declaration that the manufacturer has not been black listed by Central Government		

CHAPTER XII

INTEGRITY PACT (IP)

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

The Integrity Pacts would be implemented through an Independent External Monitor (IEM), as designated by the Department.

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

TEXT OF THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT BETWEEN DAHD AND General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the __ (month and year) between, on one hand, DAHD, acting through Shri _____,

Designation of the officer, DAHD (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S __ Represented by Shri, Designated Officer by the Manufacturer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CLIENT proposes to EMPANEL vaccines/goods' MANUFACTURES and the BIDDER/Seller is willing to offer/has offered the vaccines/goods.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered vaccine manufacturer, constituted in accordance with the relevant law in the matter and the CLIENT is a Central Government Department under Ministry of Fisheries, Animal Husbandry and Dairying.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the CLIENT to obtain the desired said goods at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT.....
