

अल्पकालीन निविदा संख्या- 1111-1/क्र0प्र0से0/1(वी-1)/निविदा सूचना/ वैक्सीन(2) /2015-16 दिनांक-11.01.2016  
नियत तिथि दिनांक-03.02.2016 समय- 2.00 बजे अपराह्न तक

टेण्डर फार्म संख्या .....

## टेण्डर फार्म

सेवा में,  
निदेशक,  
पशुपालन विभाग, उत्तर प्रदेश/अध्यक्ष, क्रय समिति,  
निदेशालय पशुपालन विभाग, उ0प्र0,  
लखनऊ।

**विषय-** पशुपालन विभाग, उ0प्र0 के विभिन्न संस्थाओं के उपयोगार्थ वर्ष 2015-16 हेतु वैक्सीनों (Brucella Vaccine - Cotton Strain-19, 5/20dose pack) की आपूर्ति के लिए दर अनुमोदन हेतु अल्पकालीन निविदा।

महोदय,

मैंने/हमने टेण्डर नोटिस/फार्म के साथ संलग्न नियम एवं शर्तों में दी गयी सारी सूचनाएं तथा शर्तों को पढ लिया है तथा भली-भाँति समझ लिया है। मुझे/हमें सब बातें तथा शर्तें स्वीकार हैं। रेट काण्ट्रैक्ट निर्गत होने के बाद मिलने वाले क्रय आदेशों के समक्ष तीन दिन के अन्दर मैं/हम अपनी ओर से क्रय किए हुए 100/- रुपये के नान-जुडिशियल स्टाम्प पेपर पर निर्धारित अनुबन्ध पत्र भरने को तैयार हूँ/हैं तथा इस टेण्डर के पश्चात् निर्गत रेट काण्ट्रैक्ट में अंकित दर पर अपने द्वारा कोट किए गए आइटम की माँग की जाने वाली मात्रा के 10प्रतिशत धनराशि को जमानत के रूप में जमा करने को तैयार हूँ/हैं। शर्तें पूर्ण न करने पर जमानत धनराशि को जब्त करने का आपको पूर्ण अधिकार होगा। टेण्डर स्वीकृत होने पर निर्गत रेट काण्ट्रैक्ट पर मैं/हम स्वीकृत आइटमों को निविदा की शर्तों के अनुसार तथा अनुबन्ध पत्र में उल्लिखित शर्तों के अनुरूप पशुपालन विभाग द्वारा निर्धारित स्थान पर सूचित दिनांक तक आपूर्ति करने को तैयार हूँ/हैं।

मैंने/हमने पशुपालन विभाग, उत्तर प्रदेश अन्तर्गत वैक्सीनों की वर्ष 2015-16 में आपूर्ति के लिए प्रश्नगत निविदा के सापेक्ष टेण्डर दिया है। उसके बयाने की धनराशि रू0 20,000/- (रुपये बीस हजार मात्र) का राष्ट्रीयकृत बैंक का एफ0डी0आर0 जो निदेशक, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के पक्ष में बंधक है, संलग्न कर रहा हूँ/हैं। यदि टेण्डर के सम्बन्ध में गवर्नमेण्ट कन्वेन्सर आदि की कोई सरकारी फीस देनी होगी तो भी मैं/हम देने को तैयार हूँ/हैं।

दिनांक-

निविदादाता के हस्ताक्षर.....

पूरा नाम .....

पता.....

मुहर.....

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फर्म का एकाउण्ट नं0 (सी.बी.एस.)....

मोबाइल नं0.....

बैंक का नाम.....

बैंक का आई.एफ.एस.सी. नं0.....

बैंक का ब्रांच कोड.....

बैंक की शाखा का पता.....

बैंक का फोन नं0.....

सम्बन्धित बैंक खाते की निविदादाता फर्म की एक कैंसिल्ड चेक- अवश्य संलग्न करें।  
(उपरोक्त सूचना सभी निविदादाता फर्मों द्वारा अनिवार्य रूप से भरी जाय)

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## DECLARATION OF THE TENDERER

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1. That I/We ..... the authorized nominee(s) of the firm .....  
.....  
hereby submit tender to the Animal Husbandry Department, Government of U.P for approval of rates for supply of the **Vaccines** to Animal Husbandry Department, Government of Uttar Pradesh for the **Year 2015-16**.
- 2 That I/We have read the Terms & Conditions of the Tender Form carefully and that I accept all the Terms & Conditions and declare that I/We shall abide by all the Terms & Conditions contained therein.
3. That I am/We are well acquainted with the facts about the firm and the information provided in the Tender Form is true and correct. I/We may be punished as per law for any wrong information and for misleading facts provided in the Tender Form besides rejecting my Tender.
4. The Tender documents contain ..... pages.

Signature of the Tenderer

Alongwith name, designation and Seal of the Firm.

Address for correspondence: .....

.....

.....

.....**PIN**.....

**Telephone No.**.....

**Fax No.** .....

**e-mail**.....

## **CHECK SLIP**

**(To be filled in by the Tenderer only)**

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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.

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- |     |  |          |
|-----|--|----------|
| 1.  | Name & Address of the Firm   | :        |
| 2.  | Manufacturing License  | : Yes/No |
| 3.  | GLP/GMP Certificate  | : Yes/No |
| 4.  | Non-Conviction Certificate   | : Yes/No |
| 5.  | Income Tax/VAT Clearance Certificate enclosed  | : Yes/No |
| 6.  | Sales Tax Clearance Certificate enclosed   | : Yes/No |
| 7.  | Sample submission Declaration  | : Yes/No |
| 8.  | E.M.D. Deposit original F.D.R.   | : Yes/No |
| 9.  | Performance and Market Standing Certificate as a manufacturer issued by competent authority for at least three years | : Yes/No |
| 10. | Products Catalogue enclosed  | : Yes/No |
| 11. | Original Receipt for Tender Documents cost deposited or original DD of Rs.500/- in case of downloaded Tender Form    | : Yes/No |
| 12. | Declaration regarding rates quoted are not more than prevailing Market Rate.   | : Yes/No |
| 13. | Annual Turnover Statement for last 3 years   | : Yes/No |
| 14. | VAT Return Certificate for last 3 years  | : Yes/No |

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The above details have been checked and found correct

Place:

Dated:

Signature of the Tenderer  
(Official Seal)

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### **FOR OFFICE USE ONLY**

**Remarks:**

Signature of the Scrutinizing Officer(s)

## TERMS & CONDITIONS

### 1.0 ELIGIBILITY:

- 1.1 Only Sole Manufacturers.
- 1.2 Manufacturers shall have a minimum **Three Years** experience in the relevant field as evidenced by Manufacturing License and other relevant documents for the items tendered.
- 1.3 Manufacturer should submit their small scale industry/MSME certificate, if any, to get the benefit of the small scale industry/MSME as per U.P. Govt. existing G.O(s), if any.
- 1.4 The tenderer/manufacturer should have minimum turnover of Rs.1.00 (one) crore each year for the last 3 years supported by authentic documents like VAT return and annual turnover statement duly signed by chartered accountant. Small Scale Industry units as mentioned in clause 1.3 above shall remain exempted in compliance of government orders issued from time to time.
- 1.5 Manufacturer shall have valid G.L.P. & G.M.P. Certificate.

### 2.0 SUBMISSION OF THE FILLED IN TENDER FORMS:

- 2.1 The tenderer shall submit the tender form along with all prescribed enclosure on or before the date and time fixed by to the Office of the Director, Animal Husbandry, U.P. Gokaran Nath Road, Badshah Baugh, Lucknow-226007 (U.P.)
- 2.2 The tender has to be furnished with superscription "**Short Term Tender for approval of rates for supply of Vaccines for the Year 2015-16.**" Tender has to be furnished in **Two Parts in separate sealed covers in prescribed proforma i.e. Technical BID (Part I) and Financial BID (Part II)**. Financial Bids of those Tenderers who qualify in the Technical Bid will only be considered for finalization of Rate Contract. **The Tenderers may please note all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidences wherever necessary duly attested with clear seal.** All the required documents/enclosures/literatures etc. have to be furnished 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 enclosed to Technical Bids. Financial Bid shall consist of only the details of rates offered.

### 2.3 The Scheduled date for the Tender are:-

- (A) Last Date for submission of Tender on: **03-02-2016 upto 2.00 P.M.**
- (B) Opening of the Technical Bids : **03-02-2016 at 3.30 P.M.**  
(Part-I of the Tender)
- (C) Opening of the Financial : ***will be communicated later on.***  
(Part-II of the Tender)
- 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 Director, Animal Husbandry, U.P. Gokaran Nath Road, Badshah Baugh, Lucknow.
- 2.6 The Director, Animal Husbandry, U.P. Lucknow. is not responsible for non-receipt of tenders or late receipt of tenders.
- 2.7.1 The tender forms are non-transferable and only those manufacturing firms who have been issued tender documents by The Director Animal Husbandry, U.P., Lucknow, shall be eligible to submit the tender. The Tenderer shall not sublet his contract.
- 2.8 Tenders not received in sealed covers with superscription 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.

### 3.0 DOCUMENTS TO BE ENCLOSED:

- 3.1** All the enclosed documents shall be in English or Hindi. If any document is produced in language other than English and Hindi, true translation copies or such document in English shall be enclosed duly attested along with seal by a Gazetted Officer. Failure to submit English translation shall make tender invalid.
- 3.2** The tenderers are requested to enclose the following documents in a sequential order as given below to the Part-I(Technical Bid) of the Tender. Each document shall be given **Serial Number in "RED INK"** at right top corner of the documents invariably. The below mentioned documents duly attested along with seal by a Gazetted Officer have to be arranged and enclosed in the order mentioned below:

Sl. No	Code Number	Name of the Document
1.	E-I	Declaration Form
2.	E-II	Check Slip
3.	E-III	Manufacturing License alongwith validity.
4.	E-IV	G.M.P. & G.L.P. Certificate.
5.	E-V	Non-Conviction Certificate by the competent authority
6.	E-VI	Income Tax Clearance Certificate/PAN,ITR proof
7.	E-VII	Sales Tax/V A T Clearance Certificate
8.	E-VIII	Sample submission declaration.
9.	E-IX	E.M.D. Deposit proof alongwith original F.D.R.
10.	E-X	Performance Certificate/Market standing Certificate issued by competent authority for vaccine(s) and also separate <b>self marketing certificate with Affidavit on Non Judicial Stamp of Rs. 100/-</b> .
11.	E-XI	Product catalogue, publications/ Abstracts about products
12.	E-XII	Original Receipt for the cost of Tender Documents purchased or original DD of Rs.500/- in case of downloaded Tender Form
13.	E-XIII	<b>Declaration (on Non-Judicial Stamp of Rs. 100/-)</b> to the effect that the rates quoted against the tender are not more than the prevailing market rate.
14.	E-XIV	Annual Turn Over Statement for last 3 years duly signed by Chartered Accountant on the proforma enclosed.
15.	E-XV	VAT Return Certificate for last 3 years.

**No documents shall be enclosed to the Part-II (Financial Bid) of the Tender. THE TECHNICAL BID CONSISTING OF ALL REQUIRED DOCUMENTS IN TWO SETS- ONE ORIGINAL & OTHER DUPLICATE SHALL BE SEALED SEPARATELY & THEN BOTH (ORIGINAL AND DUPLICATE) ENVELOPS OF TECHNICAL BID SHALL BE SEALED IN A ENVELOPE MARKING "TECHNICAL BIDS (ORIGINAL/DUPLICAT)". THE FINANCIAL BID WITHOUT ANY ENCLOSURE IN TWO SETS- ONE ORIGINAL AND OTHER DUPLICATE SHALL BE SEALED IN OTHER TWO SEPARATE ENVELOPS (ORIGINAL AND DUPLICATE) AND THEN BOTH ENVELOPS OF FINANCIAL BID SHALL BE SEALED IN A ENVELOP MARKING "FAINANCIAL BID (ORIGINAL/DUPLICATE)" (ALSO SEE INSTRUCTIONS GIVEN IN POINT NO. 4.1 BELOW). FURTHER BOTH SEALED ENVELOPES OF TETCHICAL AND FINANCIAL BIDS SHALL BE SEALED IN A BIG ENVELOP WITH SUPERCRIPTION "Tender for supply of Vaccines for the Year 2015-16".**

### **3.3 SECURITY DEPOSIT:**

- 3.3.1** The successful tenderer has to deposit the security money in the form of F.D.R. of Nationalized Bank pledged with the indenting officer. Indenting Officer shall communicate the amount of the security deposit required to be deposited. The security amount shall be 10% of the proposed order value.
- 3.3.2** The security deposit and the agreement bond alongwith other declaration will have to be submitted within 10 (TEN) days from the date of communication of approval of Purchase Order.

### **3.4 INCOME TAX CLEARANCE CERTIFICATE (ITCC) :**

Attested Xerox Copy of the latest Income Tax Clearance Certificate in the prescribed form as per G.O. Ms. No. 867 dated 16.03.59 duly issued by the Income Tax Officer of the concerned area where assessment is done shall be enclosed. Tenderers who are not liable for Income Tax under section 4(3) of Income Tax Act should invariably produce the affidavit to that effect. Enclosed

Income Tax Clearance Certificate should be valid on the date of submission of tender. The tenderer, if required shall submit fresh ITCC on the expiry of the ITCC submitted along with tender. The tenderer shall also submit the PAN details/ITRs in support of income tax deposited. If exemption is provided, then submit the documentary evidence.

### **3.5 SALES TAX/VAT CLEARANCE CERTIFICATE (STCC) :**

Attested Xerox Copy of the latest Sale Tax Clearance Certificate obtained from the competent authority of the area concerned shall be enclosed. Those not liable for Sales Tax/VAT payment under relevant rules should produce certificate to that effect. Enclosed Sales Tax/VAT Clearance certificate should be issued not earlier than immediate preceding financial year. Certificates older than that shall not be considered. The tenderer should also submit attested copies of VAT returns for last 3 financial years.

### **3.6 MANUFACTURING LICENSE:**

Duly attested Xerox Copy (a clear print attested by a gazzeted 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 should 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(s) and date(s) should also be underlined with RED INK. The serial number of list of medicines 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 3 (Three) years marketing experience for the items tendered under Veterinary Medicines, Vitamins & Minerals etc. Items without the proof of three years manufacturing & marketing experience will summarily be rejected. The tenders received without proper license, authenticated list of items covered by license will be liable for rejection.

### **3.7 Non-Conviction Certificate -**

Each tenderer has to furnish an attested Xerox copy of certificate issued by the concern Director, Drug Control Administration/Drug Controller to the effect that the manufacturer is not indulged in any unethical manufacturing practices and that his licence is not suspended any time and he was not prosecuted any time. This Non-Conviction Certificate should not be more than one year old at the time of submission of tender.

### **3.8 Performance/Market Standing Certificate-**

The tenderer should have atleast three years **Performance/Market Standing** as a manufacturer and is required to submit an attested copy of the certificate issued in support of market standing for each product quoted in the tender, by a competent authority exercising powers under Drugs and Cosmetics Act and Rules. Tenderer should also furnish an attested copy of Performance Certificate for the products quoted, issued by the Competent Authority.

### **3.9 G.L.P. & G.M.P. Certificate-**

Valid G.L.P. & G.M.P. Certificates issued by competent authority need to be enclosed along 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 of unit and shall be exclusive of Sales Tax/VAT. They should either be typed/computer typed or written legible with ink. The rates of each item should be quoted separately for the required specification and unit pack only and each page shall be signed by the manufacturer/authorized representative (enclose certificate) along with stamp, failing with the tendered items in such pages are liable for rejection. Failing to specify the make will also disqualify the tendered item/product.

**4.2** The rates should be F.O.R. destination and inclusive of all duties such as excise duty, customs duty (in case of imported items) and other authorized duties (Except Sales Tax/VAT) and the cost of original containers packing, forwarding and other incidental charges. Tenders should not

included sales tax while reckoning the rates and should specifically state that rates quoted are exclusive of sales tax/VAT.

No representation shall be entertained at later date in this aspect. The items/firms, which are exempted from Sales Tax/VAT, 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 Central Sales Tax Act as per the rules.
- 4.4 No Insurance charges will be paid by the department.
- 4.5 The manufacturer has to supply goods in whole of the districts of Uttar Pradesh on the approved (contracted) rates as per indent of the purchaser. Stocks shall be delivered at the place indicated by the indenting officer at the cost of supplier firm.
- 4.6 The rates quoted by the tenderer shall not exceed controlled rates, if the Govt. controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the tenderer shall quote reasonable price applicable to bulk purchases.
- 4.7 In case of Vaccines the tenderer should quote the rates only for I.P., B.P., I.P.Vet., B.P.Vet., B.Vet.C., U.S.P. or any other official pharmacopoeia as mentioned in tender list. The above standard should be mentioned against each item in the tender form itself. The product catalogue containing composition, pharmacopical standard indications, doses etc. for each item shall be enclosed to Part-I (Technical Bid) of the tender form. Trial reports, professional abstracts etc. pertaining to the products offered may also be enclosed.
- 4.8 The rates offered in the tender shall not exceed the institutional price (Hospital Rates) and in any case the lowest price at which the firm sells the product of identical description to any other Department or Organization or person anywhere in the Country. If such incidences of quoting higher rates come to the notice at any time, during the course of Rate Contract for the rest of the Rate Contract period, the Director, 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 right 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, Animal Husbandry, U.P. as well as to the indenting officers in time failing which the contracts is liable for cancellation and no further correspondence will be entertained in this regard.

## **5.0 SAMPLES:**

Tenderer/Rate Contracted firm will be bound to submit the samples of the vaccines as and when required by the Director, Animal Husbandry, U.P. or the officer authorized by him and failing to which necessary action shall be taken. Not furnishing declaration will entail rejection of the tender

## **6.0 PERIOD OF RATE CONTRACT:**

The Rate Contract will be in force till **31.03.2016** from the date of Rate Contract release order.

## **7.0 AGREEMENT BOND:**

- 7.1** Every successful tenderer on intimation by the indenting officer shall execute an agreement bond on non-judicial stamp paper of Rs. 100/- in the prescribed form which will be supplied alongwith the tentative order (order of indent) at the time of placing order. One side of stamp paper has to be used for typing with due attestation on each page.
- 7.2** No Tenderer shall be allowed to make any supply without executing of agreement bond except under very special circumstances.

## **8.0 GENERAL:**

- 8.1** The firm shall comply all the indents placed by the Director, Animal Husbandry, U.P., Lucknow or other departmental officers of all districts in U.P. within a specified period of 15 days under ordinarily circumstances from the date of the receipt of supply orders. Under no circumstances, the period shall exceed 30 days. If any firm fails to supply the indented stocks within stipulated period of 30 days, the indented order automatically gets cancelled. Besides any exceed cost incurred due to purchase of such stock from another supplier from open market will be recovered from the defaulting Firm. If the non-compliance of indents causes inconvenience to the prompt and regular supply of the stocks to the department. The Director, Animal Husbandry, U.P., Lucknow reserves the right to delete such firm from the Rate Contract for the rest of the year.
- 8.2** All the supplies will be made directly by the manufacturer itself, no stockist/distributors/CNF agents will be allowed to indulge for receiving of purchase order or supplies or payments, in any case.
- 8.3** Payments to the Rate contract firms will ordinarily be made within a period of 30 days from the date of supply of stocks to the departmental officers. However, this period gets extended under special circumstances.
- 8.4** If any tenderer withdraws his tender at any time after opening of sealed tenders on any plea, or offers to modify any Rate by himself, the request of such tenderer will not be considered under any circumstances and Earnest Money deposited by such tenderer will be forfeited. Besides such firms will be debarred from participating in the Annual Tenders of this office/department for a minimum period of three year or as decided by Director, Animal Husbandry, U.P., Lucknow.
- 8.5** Fresh stock shall invariably be supplied against all orders. All vaccines should have a shelf life as the period specified in pharmacopeia mentioned for such items. The effective expiry period for applicable items shall not be less than 75 % of the total expiry period at the time of consignment and in exceptional circumstances it can be 50 %, but in any case not less than that. In case of premature deterioration, free replacement shall be made on its own cost by tenderer accordingly and any loss should be made good. Every item shall be of good quality as per the approved specification/sample in all aspects and without any damage at the time of receipt of consignment by the indenting/concerning officer.
- 8.6** All labels on cartoons including the labels affixed on it shall bear in Red Print or rubber stamp with inscription "**For U.P. Animal Husbandry Department Use**".
- 8.7** Every product shall have batch number, manufacturing 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, Animal Husbandry, U.P. Lucknow /Purchasing officer of Department, Animal Husbandry, U.P. or any one duly authorized by him may decide from time to time.
- 8.9** In the event of the successful tenderer failing to supply, the stores indented in his favour under this Rate Contract within the period prescribed of delivery or requesting for deletion of approved and accepted items by the Tenderer, Director, A.H., U.P. or other purchasing officer of the department shall have right to resort local purchase and the extra expenditure involved while doing so by the department will be recovered from the Security Deposit in whole or part and if the security deposits falls short, the balance amount will be recovered from any amount payable to the tenderer, by any officer or the Animal Husbandry Department or such an amount will be recovered with legal charges, if any under Revenue Recovery Act.



- 8.10** In the event the successful tenderer failing to supply the store as indented by the Departmental Officer within the prescribed period partially or in whole, the Director, Animal Husbandry, U.P., Lucknow or indenter have the right to take the appropriate action against such tenderer or as notified in para 8.1 and such defaulter will forego the right to participate in future tenders for a minimum period of 3 years or as notified in para 8.1.
- 8.11** In case the supplies delivered by the firm are not in stipulated quality or quantity delivered without correct invoice the Director, A.H.,U.P., Lucknow/ or any officer authorized by him shall have the power to reject any such supplies (unless the said firm itself suitably replaces forthwith) besides taking suitable action against the erring firm.
- 8.12** If the supplies are found substandard and /or spurious necessary action shall be taken by the Director, Animal Husbandry, U.P., Lucknow or under the provision of Drugs & Cosmetics Act 1940 by the competent authority.
- 8.13** No exact estimate for the quantity of the purchases will be given against this rate contract.
- 8.14** Rejected items shall be taken back at the expenses of the firm within 15 days after notice has been given to the firm of such rejection. If not, Director, Animal Husbandry, U.P. or any one duly authorized by him shall remove them from deposited point and clearance charges thus incurred shall be recovered from the firm.
- 8.15** Any shortage or breakage during the transit will have to be replaced by the firm free of charge. Goods found damaged on opening of consignment on the basis of certificate issued by consignee without any further proof shall be replaced at the cost of the tenderer.
- 8.16** The bills of cost towards the stores supplied by the Rate Contract firm should be sent to the indenting officer/consignee. The indenting officer and Director, A.H.,U.P. Lucknow reserves the right to deduct from the Bills suitable sums on account of quantity, quality or by way of penalty for any specific defaults.
- 8.17** The decision of the Director, Animal Husbandry, U.P., Lucknow. or his duly authorized officer shall be final with regard to the acceptability of store supplied by the tenderer and plea for assigning the reasons for rejection will not be entertained.
- 8.18** Copies of document produced by the tenderer/enclosed with Technical Bid should be clear and readable; otherwise it will not be considered All Xerox copies of documents enclosed shall be duly attested by a Gazetted Officer, under his name and official seal.
- 8.19** The Tender Forms failing to contain necessary enclosures and/Incomplete/Faulty Forms at the time of opening shall be rejected without any further notice. No extension of time will be given in this regard.
- 8.20** The purchase committee or its nominee is empowered to cross verify the facts provided in the Technical bid specially in respect to the manufacturing premises, and standardization facilities. The purchase committee and its nominees shall visit the premises of the participating firm. However, finalization of technical bid shall continue and if any firm is found in non-compliance of with the requirements, the firm shall be liable to be debarred technically and the financial bid of said tenderer shall not be considered. Even if the lowest Rate Contract of the firm has confirmed, the next lowest rate shall be considered.
- 8.21** Tenders with extra conditions, if any, of the tenderer will be summarily rejected.
- 8.22** The Central Purchase Committee does not bind itself to accept the lowest tender and reserves the right to reject any one or all tenders without assigning any reasons or accept any one or more tenders for the same item, without assigning any reasons thereof and no further correspondence will be entertained on this.
- 8.23** The Director of Animal Husbandry, U.P., Lucknow is empowered to resort to punitive actions ranging from the recovering of losses to black listing of the erring Rate Contract Firm for any kind of malpractices violating the tender terms and conditions.
- 8.24** Only those agreeing with the above conditions may offer the tenders.
- 8.25** All legal complications or suits, if any, sought on these transactions, shall be limited to any competent Court of Law within Lucknow jurisdiction only.

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

**Office of the Director, Animal Husbandry, Uttar Pradesh,  
Badshah Bagh, Lucknow**

**Part-II- FINANCIAL BID AGAINST TENDER FOR APPROVAL OF RATES FOR SUPPLY OF VACCINES  
FOR THE YEAR 2015 – 2016 (2) AGAINST SHORT TERM TENDER.**

Name & Address of the Firm .....

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S.No.	Name of the VACCINE offered	Unit/Packing(As required)	Rate in Rs.	
			In Fig	In Words
1	2	3	4	5

**DECLARATION**

I/We declare that the above rates offered do not exceed the whole sale price/Government price/ M.R.P. offered in any state within the territory of India and that these rates are inclusive of all kinds of charges/taxes except sales tax/VAT and based on F.O.R. destination.

Signature  
Name  
Designation  
(With Seal)

N.B.: A separate sheet can be enclosed, if more items are offered, However, no other kind of enclosure are required alongwith financial bid. All kinds of documents should be enclosed to the Technical Bids only.

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**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s \_\_\_\_\_  
for the past three years are given below and certified that the statement is true and correct-

Sl.No.	Year	Turnover in lakh (Rs.)
1-		
2-		
3-		
Total		Rs. _____ lakh

Average turnover per annum Rs. \_\_\_\_\_ lakh

Date:

Signature of Auditor  
Chartered Accountant  
(Name in Capital

Seal:

**Office of the Director, Animal Husbandry, Uttar Pradesh,  
Badshah Bagh, Lucknow.**

**LIST OF VACCINES TO BE TENDERED FOR THE FINANCIAL YEAR 2015-16(2)  
AGAINST SHORT TERM TENDER**

<b>Sl. No.</b>	<b>Name of Vaccine</b>	<b>Specification/ composition</b>	<b>Unit Pack</b>
1	Brucella Vaccine	Cotton Strain-19	5/20dose pack

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