

**कार्यालय निदेशक, पशुपालन विभाग, उत्तर प्रदेश,बादशाहबाग,  
लखनऊ-226007**

संख्या- 308 /क्र0प्र0से0/निविदा सूचना/वैक्सीन(2)/2012-13 दिनांक- 27.11.2012

**अल्प-कालीन निविदा सूचना**

पशुपालन विभाग, उत्तर प्रदेश के अन्तर्गत विभागीय संस्थाओं के उपयोगार्थ वर्ष 2012-13 में क्रय की जाने वाली Vaccine(s) की दर के निर्धारण हेतु केवल निर्माता फर्मों जिनके पास वैध मैन्युफैक्चरिंग लाइसेन्स हो एवं विक्रीकर तथा आयकर में पंजीकृत हों, से इस निविदा सूचना के माध्यम से अलग-अलग मुहरबन्द निविदाएं आमन्त्रित की जाती है। उक्त निविदाओं के निविदा प्रपत्र (अहस्तान्तरणीय) का मूल्य, विक्रय की अवधि, भरे हुए निविदा प्रपत्र जमा करने की नियत तिथि/समय एवं निविदाओं के खोलने की तिथि/समय का विवरण निम्न तालिका में दिया जा रहा है-

क्र0 सं0	निविदा संख्या व दिनांक	निविदा का विषय/श्रेणी	निविदा प्रपत्र मूल्य (रु0)	निविदा के सापेक्ष धरोहर धनराशि (रु0)	निविदा प्रपत्र विक्रय की अवधि (दिनांक-... से दिनांक-... तक)	भरे हुए निविदाओं को जमा करने की नियत तिथि/समय	निविदा खोलने की तिथि एवं समय
1	2	3	4	5	6	7	8
	सं0 - 308 दिनांक- 27-11-2012	Tender for approval of Rates for Supply of Vaccines for the year 2012-13(2)	रु0 500/- (रुपये पाँच सौ मात्र) प्रति निविदा प्रपत्र	रु0 20000/- (रुपये बीस हजार मात्र)	दिनांक 03.12.2012 से दिनांक 14.12.2012 (अपरान्ह 6:00 बजे) तक	दिनांक 17.12.2012 अपरान्ह 2:00 बजे तक	दिनांक 17.12.2012 अपरान्ह 3:30 बजे

उपरोक्त तालिका में दिए गए विवरण के अनुसार निविदा प्रपत्र के विक्रय की अन्तिम तिथि तक सम्बन्धित निविदा प्रपत्र (नियम/शर्तें एवं सूची सहित) अधोहस्ताक्षरी के कार्यालय से उक्त समयावधि के अन्तर्गत किसी भी कार्य दिवस में प्रति निविदा प्रपत्र रु0 500/- (पाँच सौ रूपये मात्र) का नकद भुगतान (प्रत्येक श्रेणी के लिए अलग-अलग) कर प्राप्त किए जा सकते हैं। निविदा प्रपत्र विभागीय वेबसाइट <http://animalhusb.up.nic.in> से भी उपरोक्त कालम 6 में अंकित अवधि के मध्य डाउनलोड किए जा सकते हैं, परन्तु डाउनलोडेड निविदा प्रपत्र के साथ प्रति निविदा प्रपत्र रु0 500/- (पाँच सौ रूपये मात्र) का राष्ट्रीयकृत बैंक का डिमाण्ड ड्राफ्ट जो निदेशक, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के पक्ष में लखनऊ में देय हो, निविदा प्रपत्र के तकनीकी बिड के साथ संलग्न करना अनिवार्य होगा जिसके अभाव में निविदा अस्वीकार कर दी जाएगी। भरे हुए निविदा प्रपत्र के तकनीकी बिड के साथ प्रत्येक निविदा हेतु अर्नेस्ट मनी के रूप में रु0 20000/- (रुपये बीस हजार मात्र) का राष्ट्रीयकृत बैंक का एफ0डी0आर0 जो निदेशक, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के पक्ष में बन्धक हो, संलग्न करना अनिवार्य होगा जिसके अभाव में निविदा पर कोई विचार नहीं किया जाएगा। विलम्ब से अथवा डाक/कोरियर से प्राप्त निविदा स्वीकार नहीं की जाएगी। उपरोक्तानुसार निर्धारित नियत तिथि एवं समय तक निविदा बाक्स के माध्यम से इस कार्यालय में जमा/प्राप्त निविदाओं को उपरोक्त तालिका के कालम 8 में अंकित तिथि एवं समय पर निविदादाताओं के उपस्थित प्रतिनिधियों (जो उपस्थित होना चाहे) के समक्ष क्रय समिति द्वारा खोला जाएगा।

(रुद्र प्रताप)  
निदेशक

**OFFICE OF THE DIRECTOR, ANIMAL HUSBANDRY, UTTAR  
PRADESH BADSHAHBAGH, LUCKNOW-226007**

No. 308 /Pur.Cell/Tender Notice/ Vaccine (2)/2012-13 Dated: 27.11.212

**SHORT TERM TENDER NOTICE**

Sealed separate Tenders are invited through this Tender notice, only from the manufacturing firms having valid manufacturing license and registered under Sales Tax/VAT & Income Tax, for approval of rate of **Vaccine (s)** for the use of departmental institutions of Animal Husbandry Department, Uttar Pradesh during year **2012-13**. The details of Tender Documents (Non-transferable) Cost, duration of its sale, date/time for deposition of filled tender and date/time for opening of the tenders are given in the table as below:-

Sl. No.	No. & Date of Tender	Subject of Tender/Category	Cost of Tender Document (Rs.)	Earnest Money Deposit against Tender (Rs.)	Period of sale of Tender Documents (from....to..)	Schedule Date/time for deposition of filled Tender Documents	Date & time for opening of Tenders
1	2	3	4	5	6	7	8
1	No. 308 Date- 27.11.2012	Tender for approval of Rates for supply of "Vaccines" for the year 2012-13	Rs.500/- (Rupees five hundred only)	Rs.20000 /- (Rupees twenty thousand only)	from <b>03.12.2012</b> to <b>14.12.2012</b> (upto <b>6.00</b> PM)	Date- <b>17.12.2012</b> upto <b>2.00</b> PM	On Date- <b>17.12.2012</b> at <b>3.30</b> PM

Tender Documents (Terms & Conditions alongwith list of items) can be obtained against the cash payment of Rs. 500/- (Rupees five hundred only) from the office of the undersigned during office hours within the stipulated period of sale of Tender Documents as mentioned in the above table. The Tender Documents can also be downloaded from the departmental web site <http://animalhusb.up.nic.in> during the period given in column 6 above but it would be necessary to enclose a **demand draft** of Rs. **500/-** (Rupees five hundred only), separate for each tender, of any nationalized bank payable in favour of **Director, Animal Husbandry, U.P., Lucknow**, alongwith the Technical Bid of the Tender otherwise tender will not be considered. An **Earnest Money Deposit (EMD)** of Rs. **20000/-** (Rupees twenty thousand only) for each tender, in shape of **Fixed Deposit Receipt (FDR)** of any nationalized bank, pledged in favour of **Director Animal Husbandry, U.P., Lucknow** should also be enclosed in original alongwith the Technical Bid of the Tender, otherwise in absence of requisite **EMD**, the tender will not be considered. Tenders received late or received through Post/Courier, will not be accepted. Tenders received/deposited in this office through tender box, on stipulated date/time as above, shall be opened by the Purchase Committee before the representatives of the tenderers (who wish to be present) on the date/time as given in column 8 of above table.

**(Rudra Pratap)**  
**Director.**

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 2012-13 हेतु वैक्सीनों की आपूर्ति के लिए दर अनुमोदन हेतु अल्प-कालीन निविदा।  
महोदय,

मैने/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 मै/हम अपनी ओर से क्रय किए हुए 100रूपये 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 मै/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।

मैने/हमने पशुपालन विभाग, उत्तर प्रदेश अन्तर्गत **वैक्सीनों** की वर्ष 2012-13 में आपूर्ति के लिए प्रश्नगत निविदा के सापेक्ष टेण्डर दिया है। उसके **बयाने की धनराशि रू0 20,000/-** (रूपये बीस हजार मात्र) **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 मै/हम देने को तैयार हूँ/हैं।

दिनांक-

निविदादाता के हस्ताक्षर.....

पूरा नाम .....

पता.....

मुहर.....

**DECLARATION OF THE TENDERER**

1. That I/We ..... the authorised 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 2012-13(2)**.
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.  | Non-Conviction Certificate & Performance Certificate   | : Yes/No |
| 4.  | Income Tax Clearance Certificate enclosed  | : Yes/No |
| 5.  | Sales Tax Clearance Certificate enclosed   | : Yes/No |
| 6.  | Sample submission Declaration  | : Yes/No |
| 7.  | E.M.D. Deposit original F.D.R.   | : Yes/No |
| 8.  | Marketing Experience Certificate/Self marketing Experience Certificate with affidavit enclosed (for the products quoted) | : Yes/No |
| 9.  | Products Catalogue enclosed  | : Yes/No |
| 10. | Original Receipt for Tender Documents cost deposited or original DD of Rs.500/- in case of downloaded Tender Form        | : Yes/No |
| 11. | Declaration regarding rates quoted are not more than prevailing Market Rate.   | : 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 Two 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 certificate if any, to get the benefit of the small scale industry as per U.P.Govt.G.O.No. 1261/18-5-2006-9(S.P.)/95 dated 22-9-2006 and G.O.No. 950/18-5-09-9(SP)/95 dated 25-8-09, if in vogue.

### 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, Luck now-226007 (U.P.)
- 2.2 The tender has to be furnished with superscription "*Tender for approval of rates for supply of Vaccine for the Year 2012-13(2).*" **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:**17-12-2012 upto 2:00 PM
  - (B) **Opening of the Technical Bids :** 17-12-2012. at 3:30 PM  
**(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 Bagh, 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 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	Non-Conviction Certificate & Performance Certificate by the competent authority for the products quoted
5.	E-V	Income Tax Clearance Certificate
6.	E-VI	Sales Tax Clearance Certificate
7.	E-VII	Sample submission declaration (Terms & Conditions Point 5.0)
8.	E-VIII	E.M.D. Deposit proof alongwith original F.D.R.
9.	E-IX	Marketing Experience Certificate/ Self marketing Experience Certificate with Affidavit on Non Judicial Stamp of Rs. 100/-
10.	E-X	Product catalogue, publications/ Abstracts about products
11.	E-XI	Original Receipt for the cost of Tender Documents purchased or original DD of Rs.500/- in case of downloaded Tender Form
12.	E-XII	Declaration (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market rate.

***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 ENVELOPE 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 ENVELOPE WITH SUPERCRIPTION "Tender for supply of Vaccines for the Year 2012-13(2)".***

**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 form 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 submit the PAN details also. If exemption is provided, then submit the documentary evidence.

**3.5 SALES TAX 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 Clearance certificate should be issued not earlier than immediate preceding financial year. Certificates older than that shall not be considered.

**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 2(TWO) years marketing experience for the items tendered under Veterinary Medicines, Vitamins & Minerals etc. Items without the proof of two years manufacturing & marketing experience will summarily be rejected. The tenders received without proper license, authenticated list of items covered by license will be liable for rejection.

**3.7 Non-Conviction Certificate & Performance 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. Tenderer should also furnish an attested copy of Performance Certificate for the products quoted, issued by the Competent Authority .

**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 vaccine 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.

**6.0 PERIOD OF RATE CONTRACT:**

The Rate Contract will be in force till **31.03.2013** 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 in the prescribed form which will be supplied alongwith the tentative order (order of indent) at the time of placing order, and the value of the Stamp Paper will be according to the Stamp Duty Act. 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 form 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. The expiry date for applicable items shall not be less than 12 months at the time of consignment. All medicines/vaccines should have a shelf life of not less than one year. 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 cartons 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 firms 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 infurious 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  
Animal Husbandry,U.P.,  
Lucknow**

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

**Part-II- FINANCIAL BID AGAINST SHORT TERM TENDER FOR  
APPROVAL OF RATES FOR SUPPLY OF VACCINES FOR THE  
YEAR 2012 – 2013.**

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

**LIST OF VACCINE(S) TO BE TENDERED FOR THE FINANCIAL YEAR  
2012-13 (2)**

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

(Rudra Pratap)  
Director