

**Institute of Veterinary Biologicals, Deptt. Of Animal husbandry
Badshahbagh,Lucknow-226007**

email- bpsbadshahbaghlko@gmail.com

Ph. No. 0522-2740060

COMPETITIVE e-Bidding

FOR

THE APPROVAL OF RATES (RATE CONTRACT) FOR THE YEAR 2018-19 FOR SUPPLY OF **Poly Propylene Bottles to Institute of Veterinary Biologicals**,DEPARTMENT OF ANIMAL HUSBANDRY, GOVERNMENT OF UTTAR PRADESH

E-Bid REFERENCE: No. **1480 /T-V/1/e-Tender/PP Bottle/2017-18 Dated: 13-03-2018**

PUBLISH DATE AND TIME FOR E-TENDER NOTICE:	on or before 20-03-2018
LAST DATE AND TIME FOR : SUBMISSION OF E-Bids	18-04-18 up to 4.00 P.M.
DATE AND TIME OF OPENING OF ON LINE TECHNICAL E-Bid	19-04-18 at 11.30 A.M.
PLACE OF OPENING OF E-Bids:	Institute of Veterinary Biologicals, Badshahbagh, Lucknow-226007
ADDRESS FOR COMMUNICATION:	Additional Director Grade-2,Institute of Veterinary Biologicals Department of Animal Husbandry, U.P., Badshahbagh, Lucknow- 226007
E-Bid SECURITY :	e-Bid Security/EMD as per schedule of Requirement- Section III(B) of tender documents, for estimated value of the goods uptoRs. 1.00 lakh (one lakh) Rs. 1500.00 and for each additional Rs. 1.00 lakh and part thereof Rs. 1000.00 as bid security.

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

Rs. 5500.00+GST

उत्तरप्रदेशसरकार
पशु जैविक औषधि संस्थान, पशुपालनविभाग, उत्तरप्रदेश, लखनऊ-226007

क्रमांक-

1480/T-V/1/ई-निविदा/पीपी बोलत/2017-18

दिनांक- 13.03.18

ई-निविदाआमन्त्रण सूचना

एतद् द्वारा पशु जैविक औषधि संस्थान पशुपालन विभाग, उत्तरप्रदेश द्वारा **पालीप्रोपाइलीन बोलत** के लिये (नीचे सारिणी मे इंगित शेड्यूल के अनुसार) दर निर्धारण (वित्तीय वर्ष 2018-19 की अवधि के लिए) हेतु मूल निर्माता लाइसेन्स धारक, से ई-प्रोक्योरमेंट के माध्यम से **आनलाईन निविदाएं** आमन्त्रित की जाती है। निविदादाता फर्म देश में किसी भी राज्य अथवा विभाग/राजकीय संस्था में विगत 02 वर्षों में ब्लैकलिस्ट अथवा प्रतिबन्धित नहीं हुए हों एवं कोटेड प्रोडक्ट्स गत 03 वर्षों में सक्षम प्राधिकारी द्वारा अधोमानक स्तर के घोषित नहीं हुए हों। यदि उत्तर प्रदेश प्रोक्योरमेंट मैनुअल 2016 के प्राविधान के अनुसार सेन्ट्रल ब्यूरो आफ इन्वेस्टिगेशन (सी.बी. आई.) अथवा अन्य सक्षम जाँच एजेन्सियों की अनुशंसा है तो सम्बन्धित फर्म के प्रचलित दर अनुबंध को स्थगितकरने अथवा निरस्तकरने की कार्यवाही सुनिश्चित की जायेगी। निविदादाता के पास सक्षम प्राधिकारी द्वारा निर्गत वैध निर्माण लाइसेन्स प्रमाण पत्र होना चाहिए एवं निविदा प्रपत्र में दिए गए विवरण के अनुसार पात्रता की अन्य शर्तें पूर्ण करते हों। यह भी सूचित किया जाता है कि ऐसे निविदादाता जो इस कार्यालय द्वारा जारी विज्ञप्ति संख्या-772/TV/1(Tender)/BP/17-18दिनांक-06.09.2017 के क्रम में ई-टेण्डरिंग के लिए पंजीकृत होंगे तथा जिनके **Digital Signature** उपलब्ध होंगे, वे निविदादाता फर्म ही पशुपालन विभाग, उ०प्र० की ई-टेण्डरिंग प्रणाली में टेण्डर डाल सकेंगे। निविदा सम्बन्धी विवरण एवं निविदा प्रपत्र का प्रारूप विभाग की वेबसाइट <http://animalhusb.up.nic.in> पर एवं उ०प्र० सरकार की टेण्डर वेबसाइट <http://etender.up.nic.in> पर निर्धारित अवधि में उपलब्ध होगा।

मद का नाम	निविदा प्रतिभूति राशि रू०	निविदा प्रपत्र शुल्क रू०
1. पाली प्रोपाइलीन बोलत	निविदा प्रपत्र के शिड्यूल आफ रिक्वारमेंट के सेक्शन III(B) में उल्लिखित प्रोडक्ट्स हेतु रू० 1.00 लाख (एक लाख) की सीमा तक रू० 1500.00 एवं उसके बाद अतिरिक्त प्रत्येक 1.00 लाख और उसके अंश के लिए 1000.00 की प्रतिभूति/ई-बिड सिक्योरिटी के रूप में जमा होगी	रू० 5500/ +जी०एस०टी०

निविदा प्रपत्र शुल्क (नान रीफण्डेबुल) राष्ट्रीयकृत/शिड्यूल बैंक के डिमाण्ड ड्राफ्ट जो **अपरनिदेशक ग्रेड-2, पशु जैविक औषधि संस्थान, लखनऊ** के नाम हो एवं बिड प्रतिभूति राशि (ई.एम.डी.) राष्ट्रीयकृत/शिड्यूल बैंक के फिक्स्ड डिपॉजिट रसीद (एफ.डी.आर.) जो **अपरनिदेशक ग्रेड-2, पशु जैविक औषधि संस्थान, लखनऊ** के पक्ष में बन्धक हो, के रूप में निविदा प्रस्तुत करने की अन्तिम तिथि तक प्रत्येक दशा में पशु जैविक औषधि संस्थान, पशुपालन विभाग, उत्तर प्रदेश, बादशाहबाग, लखनऊ के कार्यालय में जमा करवाना होगा। **ई-बिड** उ०प्र० सरकार की ई-टेण्डर वेबसाइट <http://etender.up.nic.in> से ही आनलाईन **सबमिट** की जाएगी।

ई-निविदा की नियततिथि एवं समय-

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| 1. आन लाइन निविदा प्रपत्र उपलब्ध होने की तिथि- | दिनांक 20.03.18 को सायं 2.00 बजे से |
| 2. आन लाइन निविदा प्रपत्र जमा करने की प्रारंभ तिथि- | दिनांक 20.03.18 को सायं 4:00 बजे से |
| 3. आन लाइन निविदा प्रपत्र जमा करने की अन्तिम तिथि- | दिनांक 18.04.18 सायं 4.00 बजे तक. |
| 4. आन लाइन निविदा प्रपत्र तकनीकी बिड खोलने की तिथि- | दिनांक 19.04.18 को पूर्वान्ह 11:30 बजे |

अपरनिदेशक ग्रेड-2,
पशु जैविक औषधि संस्थान,
लखनऊ

Government of Uttar Pradesh

Institute of Veterinary Biologicals, Deptt. Of Animal husbandry
Badshahbagh, Lucknow-226007

No. 1480/T-V/1/E-Tender/PP Bottle/2017-18 Dated: 13.03.18

NOTICE FOR INVITATION OFE-TENDER

Online tenders through e-procurement system are invited for rate approval of **Polypropylene Bottles**(As per Schedules of requirement mentioned in table below) under **Institute of Veterinary Biologicals** Department of Animal Husbandry, U.P. (for the financial year 2018-19) from Sole manufacturers. Tenderer should not be blacklisted or debarred in any state/ department/government institution in the country for last 02 years and quoted products are not found substandard Quality by the Competent Authority for last 3 years. If the Central Bureau of Investigation (CBI) or any other investigating agency recommends the existing rate contract of the concerned firms for staying or cancellation, the action shall be taken accordingly as per U.P. Procurement Manual 2016. Tenderer should have valid Manufacturing License and other eligibility as per detailed tender documents. It is also to inform that only those tenderers who are registered for e-tendering and having digital signatures in reference to this office memorandum No. 772/TV/1(Tender)/BP/17-18 Dated: 06-09-2017 shall be eligible to participate in e-tendering in Department of Animal Husbandry, U.P. Details regarding e-tender and tender form would be available on the departmental website <http://animalhusb.up.nic.in> and U.P. Govt. e-Tender portal <http://etender.up.nic.in> within the stipulated period.

Particulars	Earnest Money (EMD) Rs.	Tender Documents Rs.
1. Polypropylene Bottles	As per schedule of requirement Section III(B) of tender documents, for estimated value of the goods up to Rs. 1.00 lakh (one lakh) Rs. 1500.00 and for each additional Rs. 1.00 lakh and part there of Rs. 1000.00 as bid security.	Rs.5500.00 + GST

Cost of Tender Form (Non-refundable) in shape of Demand Draft of any nationalized/scheduled bank in the name of **Additional Director grade-2, Institute of Veterinary Biologicals, Lucknow** and amount of Earnest Money in shape of Fixed Deposit Receipt (FDR) of any nationalized/scheduled bank pledged in favour **Additional Director grade-2, Institute of Veterinary Biologicals, Lucknow** should compulsorily be deposited in the **Institute of Veterinary Biologicals, Badshahbag, Lucknow** on or before the date and time scheduled for submission of e-tender. Online **e-bid** should be **submitted** through U.P. Govt. e-Tender **website** <http://etender.up.nic.in>.

The Scheduled dates and time for the Tender are:-

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| 1- Availability of Online Tender Forms: | Date 20.03.18 from 2.00 PM |
| 2- Submission of Online Tender Forms start date: | Date 20.03.18 from 4.00 PM |
| 3- Last Date for online submission of tender form: | Date 18.04.18 upto 4.00 PM |
| 4- Opening of Online Tender Forms (Technical bids): | Date 19.04.18 at 11.30 AM |

**Additional Director grade-2,
Institute of Veterinary Biologicals,
Lucknow**

**Government of Uttar Pradesh
Institute of Veterinary Biologicals, Deptt. Of Animal husbandry
Badshahbagh, Lucknow-226007**

No. 1480/ T-V/1/E-Tender/PP Bottle/2017-18 Dated: 13.03.18

INVITATION FOR e-Bids

This invitation for e-Bids is for Rate Contract for approval of rates for Polypropylene Bottles, under Institute of Veterinary Biologicals, Department of Animal Husbandry, U.P. (for the financial year 2018-19).

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

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

3. The tender document is available at e-Procurement website <http://etender.up.nic.in> and departmental website <http://animalhusb.up.nic.in> from **20.03.18** Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over leading news papers (English/Hindi) and would also be available at e-Procurement website http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in and tender Document will be available from at e-Procurement web site http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in
(b)	Availability of tender document on website	Document will be available from 20.03.18 from 2.00 PM at e-Procurement web site http://etender.up.nic.in and Departmental website http://animalhusb.up.nic.in
(c)	Clarification start date & time	20.03.18 from 2.00PM
(d)	Clarification end date & time	31.03.18 upto 5.00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	20.03.18 from 4.00 PM <i>e-Procurement web site http://etender.up.nic.in</i>
(f)	e-Bid submission end date & Time	18.04.18 upto 4.00 PM
(g)	Online technical e-Bid opening date & time	19.04.18 at 11.30 AM
(h)	<i>Online financial e-Bid opening date & time (Only of technically qualified bidders)</i>	Will be communicated to the Technically Qualified Bidders
(i)	Venue of opening of technical & financial e-Bids	Institute of Veterinary Biologicals, Deptt. Of Animal husbandry Badshahbagh, Lucknow-226007
(j)	Contact Officer	Dr. Sudhir Singh, A.D.-2 (Institute of Veterinary Biologicals) Ph. 0522-2740060 /Dr. Manish Sachan, V.O.& Store Officer Mob. No. 09793628888
(k)	Cost of e-Bid document	Rs.5500/-+GST (non refundable)
(l)	E-Bid Security (Earnest Money Deposit)	As per schedule of requirement Section III(B) of tender documents, for estimated value of the goods upto Rs. 1.00 lakh (one lakh) Rs. 1500.00 and for each additional Rs. 1.00 lakh and part there of Rs. 1000.00 as bid security.

4. The bidders need to submit the proof/cost of e-Bid document as stated in the above table through Demand Draft in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** payable at Lucknow. The scanned copy of the Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** preferably on or before end date of submission of e-Bid.

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

6. All e-Bid must be accompanied by e-Bid Security / Earnest Money Deposit (EMD) in form of Fixed Deposit Receipt pledged to Additional **Director Grade-2, Institute of Veterinary Biologicals, Lucknow**. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach to **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** preferably on or before end date of submission of e-Bid. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Department.

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

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

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

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

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

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

13. Tenderer has to submit/deposit 5 sample of Polypropylene bottles with rubber cap and aluminium cap to Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow upto 18.04.18. Without sample the tender will be rejected.

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1. Cost of e-Bid

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

b) This tender document is available on the U.P. Government web site <http://etender.up.nic.in> and departmental website <http://animalhusb.up.nic.in> to enable the bidders to view, download the e-Bid document and submits e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. **Online e-Bid should be submitted through U.P. Government e-tender website <http://etender.up.nic.in>.** The bidders shall have to pay e-Tender document fee of Rs 5500.00+ GST (Rupees Five Thousand five hundred + GST) through Demand Draft/Banker's cheque payable in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**. The scanned copy of the Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the Purchaser's office preferably on or before end date of submission of e-Bid but in any case, not later than 5 days after end date of submission of e-bid. This e-tender document fee of Rs 5500.00+GST will be non-refundable.

2. Contents of e-Bid Document

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

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

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

3. Clarification of e-Bid Document

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

4. Amendment of e-Bid Document

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

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

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

(B) PREPARATION OF e-Bid

5. Language of e-Bid

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

6. Documents Constituting the e-Bid

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

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

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

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

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

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

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

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

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

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

7. e-Bid Form

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

8. e-Bid Price

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

8.2. e-Bid price of each item indicated on the Price Schedule as mentioned in para 8.1 above shall include all the cost till successful supply at **Institute of Veterinary Biologicals, Lucknow**. for all the items specified in the schedule of requirement .

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

9. e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Documents Establishing bidder's Qualification

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

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

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

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

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

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

12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD **as per Section III(B) "Schedule of Requirement"** in the form of Fixed Deposit Receipt of any Nationalized/Scheduled Bank, pledged in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**. The scanned copy of the e-Bid Security / EMD must be submitted along with the e-Bid and the original should compulsorily reach the Purchaser's office at Lucknow preferably on or before end date of submission of e-Bid.

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

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

A Fixed Deposit Receipt pledged in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**. Bidder may submit the bid security of the above amount in the form of any Nationalized/Scheduled Bank, pledged in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**.

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

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

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

12.7 The e-Bid security may be forfeited:

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

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

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

or

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

13. Period of Validity of e-Bid

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

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

14. Format and Signing of e-Bid

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

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

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

15. Submission of e-Bid

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

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

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

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

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

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

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

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

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

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

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

16. Deadline for Submission of e-Bid

16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than **the time 4.00 P.M. on 18.04.18**(as the server time displayed in the e-Procurement website).

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

17. Late e-Bid

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

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

18. Withdrawal and Resubmission of e-Bid

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

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

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

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

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

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

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

19. Opening of Bids

19.1 Opening of Technical e-Bid by the Purchaser

(i) The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend **at 11.30 A.M. on 19.04.18 at Institute of Veterinary Biologicals, Badshahbag, Lucknow**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

(ii) The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

(iii) The Purchaser will prepare minutes of the Technical e-Bid opening.

19.2 Opening of Financial e-Bid

(i) After evaluation of technical e-Bid, the Purchaser shall inform those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will

simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

(ii) The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

(iii) The Purchaser will prepare the minutes of the financial e-Bid opening.

20. Clarification of e-Bid

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

21. Evaluation of technical e-Bid and Evaluation Criteria

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

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

Certified Copies of relevant pages of following documents:

- a. Manufacturing Licence of company.
- b. The power-of-attorney authorizing the bidder to sign the e-Bid/ contract.
- c. PAN certificate of the company/firm/.
- d. GST registration certificate of the company/firm.
- e. Check Slip
- f. License Renewal/Validity Certificate

- g. PAN
- h. ITR proof
- i. GST Certificate
- j. E.M.D. Deposit proof along with original F.D.R.
- k. Proof for deposition of original DD for tender document cost of Rs.4500.00+GST in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** as Tender Document Cost.
- l. VAT Return Certificate for last 3 years.

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

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

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

22. Financial Evaluation and Comparison-

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

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

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

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

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

23. Contacting the Purchaser

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

(D) AWARD OF CONTRACT

24. Award Criteria

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

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

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

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

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

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

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

27. Notification of Award

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

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

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

28. Signing of Contract

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

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

29. Performance Security

29.1 Within 7 (Seven) days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of Fixed Deposit Receipt for 10% amount of contract value in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**/concerned indenter, which would be valid for the period of Rate Contract, the FDR of any nationalized Bank of India or scheduled bank located in India pledged in favour of the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**/concerned indenter in accordance with the Conditions of Contract.

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

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

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

Section-II

CONDITIONS OF CONTRACT

1. Definitions

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
- (b) "The Contract rates" mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods/items" means all the medicines/hormones/vitamins/minerals and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "The Purchaser" means the organization purchasing the goods within the department i.e. the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** Department of Animal Husbandry, U.P
- (e) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract for the period of one year and supplier is M/s-----;
- (f) "Day" means calendar day.

2. Performance Security

2.1 Within 7 (Seven) days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of FDR for 10% amount of estimated/contract value of required items in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**, which would be valid for the period of Rate Contract Period issued by any nationalized Bank of India or scheduled bank located in India in favour of the purchaser, in accordance with the Terms & Conditions of Contract. The Performance Security Form provided in the bidding document or in another form acceptable to the purchaser.

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

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

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

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

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

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

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

3. Transportation

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

4. Payment

- i) Payment for Polypropylene Bottles shall be made in Indian Rupees with successful and satisfactory supply as per purchase orders.
- ii) Any other dues/outstanding may be recovered from this payment.

5. Prices

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

6. Assignment

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

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

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

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

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

8. Liquidated Damages

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

9. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/Purchase Order, or within any extension thereof granted by the Purchaser pursuant to clause no. 7.2 above or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.

9.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 9.1 above, Purchaser may procure, upon such terms and in such manner as it deems appropriate. Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

10. Force Majeure

10.1 Notwithstanding the provisions of conditions of contract clause no. 7, 8&9 above, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

11. Termination for Insolvency

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

12. Settlement of Disputes

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

12.2-

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

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

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

13. Taxes and Duties

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

14. Supplier's Obligations

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

15. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be

responsible for the compensation including all expenses (court costs and lawyer fees etc). The Purchaser will give notice to the supplier of such claim, if it is made without delay.

16. Technical Documentation

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

SECTION III : TECHNICAL E-BID

III(A) e-Bid FORM

III(A-1)FORMAT FOR QUALIFICATION REQUIREMENT

III(B) SCHEDULE OF REQUIREMENTS

III(C) TECHNICAL SPECIFICATIONS

III(D) QUALIFICATION REQUIREMENTS

III(E) BID SECURITY FORM

III(F) CONTRACT FORM

III(G) PERFORMANCE STATEMENT

III(J) PERFORMANCE SECURITY FORM

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

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

Date :

IFB No.:.....

To :

**Additional Director Grade-2,
Institute of Veterinary Biologicals,
Department of Animal Husbandry, U.P.,
Badshahbagh,
Lucknow-226007**

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver (Description of Goods) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the materials as per the Technical Specifications (Section III(C)) of the e-Bid documents to the purchaser. We further undertake that we fulfil the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/ EMD for Rs (Rupees)in the form of FDR of any Nationalized Bank/Scheduled Bank pledged in favour of **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow**, is furnished with this e-Bid form.

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

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

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

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

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

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

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

Dated this day of 20.....

(Signature) (in the capacity of)

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

SECTION III (A-1) FORMAT FOR QUALIFICATION REQUIREMENT

(a) Declaration Form

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

I/We.....having ouroffice atdo declare that I/We have read all the conditions of the bid floated by the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** for supply of Polypropylene Bottles for the financial year 2018-19 and agree to abide by all the conditions set forth there in.

I/We declare that we are participating in this bid in the capacity of a I/We enclose valid Manufacturing License bearing No(s)valid upto date(s).....in support.

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

Name of firm	Particulars
Capacity of Bidder- Sole manufacturers,	
Name of Authorized Signatory	
Signature specimen of authorized signatory	
Total number of pages in bid submitted	
Total number of products quoted	
Total Bid Security for all quoted items	

Bank Details:

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

Signature of Bidder/Tenderer
(with Seal)

(b) Details of Enclosures

Bidder has to fill all the columns given below:

Sl. No.	Name of Documents	Applicable to bidder or not YES/NO	Date of issue	Date of Renewal	Valid upto	Bidder should mark it as Enclosure/ page Number (as per directions in the bid document)	
						Encl. & page No.	Marking at upper right corner of documents
1.	Declaration Form					E-I	Mark as E-I
2.	Details of Enclosures					E-II	Mark as E-II
3.	Check Slip					E-III	Mark as E-III
4.	Manufacturing License					E-IV	If the certificate has more than one page, then mark each page as E-IV(a), E-IV(b) and so on.
5.	License Renewal/Validity Certificate					E-V	If the certificate has more than one page, then mark each page as E-V(a), E-V(b) and so on
6	Experience/Performance statement					E-VIII	Mark as E-VIII.
7	PAN					E-IX	Mark as E-IX.
8	ITR proof					E-X	Mark as E-X.
9	GST Certificate issued by competent authority					E-XI	Mark as E-XI.
10	E.M.D. Deposit proof along with original F.D.R.					E-XII	Mark as E-XII.
11	Proof for deposition of original DD for tender document cost of Rs.5500.00+ GST in favour of Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow as Tender Document Cost.					E-XIII	Mark as E-XIII.
12	Notarized Affidavit (on Non-Judicial Stamp of Rs. 100/-) to the effect that the rates quoted against the tender are not more than the prevailing market/institutional rate alongwith a certificate on prescribed proforma under clause 16.19 (fall clause) of U.P. Procurement Manual 2016. (Format C1 & Format C2)					E-XIV	Mark as E-XIV.
13	VAT Return Certificate for last 3 years					E-XV	If the certificate has more than one page, then mark each page as E-XV(a), E-XV(b) and so on at upper right corner
14	Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract. (Format F)					E-XVI	Mark as E-XVI.

Note-

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

Signature of Bidder/Tenderer(with Seal)

(To be filled & submitted by bidders)

(c) Check Slip

(To be filled in by the Tenderer only)

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

Sl. No.	Name of Documents	Documents Enclosed by bidder or not YES/NO
1.	Declaration Form	
2.	Check Slip	
3.	Manufacturing License	
4.	License Renewal/Validity Certificate	
5.	Experience/Performance statement	
6.	PAN	
7.	ITR proof	
8.	VAT/GST Certificate	
9.	E.M.D. Deposit proof along with original F.D.R.	
10.	Proof for deposition of original DD for tender document cost of Rs.4500.00+GST in favour of Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow .as Tender Document Cost.	
11.	VAT Return Certificate for last 3 years	
12.	5 Samples of Polypropylene Bottles along with rubber cap & aluminium cap	
13.	Notarized Affidavit on Non Judicial Stamp of Rs. 100.00 to the effect that the tenderer is not blacklisted or debarred by any department/ government institution in country for last 02 years and quoted products are not declared as Not of Standard Quality by competent authority for last 3 years and no recommendations against tenderer have been made by CBI or any other competent investigating agency for staying/ cancelling the rate contract. (Format F)	

Signature of Bidder/Tenderer(with Seal)

**SECTION III (B): SCHEDULE OF REQUIREMENTS &
SECTION III (C): TECHNICAL SPECIFICATION
(Polypropylene Bottles TO BE TENDERED FOR THE FINANCIAL YEAR 2018-19)**

Schedule & Item Code	Name of Item	Specification	Approximate Quantity	Estimated Value in lakh Rs.	e-Bid Security(Earnest Money Deposit)required as per estimated value of items according to UP ProcurmentManual 2016 clause 9.2(Rs.)	e-Bid Security(Earnest Money Deposit) to be deposited by tenderer as per quoted items (Rs.)
1	2	3	4	5	6	7
1.01	POLYPROPYLENE VACCINE BOTTLES 350 ML. CAPACITY±10 ML. WITH RUBBER CAP AND ALUMINIUM SEAL.	<i>Polypropylene vaccine bottle (non-toxic), round in shape with rubber cap and aluminium seal (full cap), snow coloured of 350 ml ±10 ml overflow capacity and embossed marking at the level of 250 ml in vaccine bottle, the standard quality aluminium seal of 20 mm, the bottle should withstand autoclaving at 120°C temperature for 30 minutes; the bottle should be embossed with IVBUP at the bottom; the bare bottle weight 28-30 gm; height-12 cms diameter-6.5 cms. Bottles should be supplied in polypack of 50 bottles</i>	400000	35.00	35,500-00	

Note-

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

SECTION III (C) TECHNICAL SPECIFICATIONS

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

[Specification as per Section III(B) above]

IMPORTANT NOTICE

(Applicable for all Technical Specifications)

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

Date:

Place: Signature and seal of the Bidder

SECTION III(D) : QUALIFICATION REQUIREMENTS

1. PREPARATION & SUBMISSION OF e-Bids

1.1 Documents Constituting the e-Bid

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

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

b) Financial proposal - as per SECTION IV

1.2 Documents Establishing Bidder's Qualification

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

1.3 Format and Signing of e-Bids

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

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

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the **Institute of Veterinary Biologicals**, Animal Husbandry Department, U.P. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible. The Bidders have to follow the following instructions for submission of their e-Bids:

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

available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He May be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only. After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

1.5 Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document. The **Institute of Veterinary Biologicals**, Department of Animal Husbandry, U.P. may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB Clause 4, in which case all rights and obligations of the **Institute of Veterinary Biologicals**. and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Institute of Veterinary Biologicals shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> **on or before 4.00 P.M. of 18.04.2018**

1.6 Late e-Bids

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

1.7 Withdrawal and Resubmission of e-Bids

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

1.8 Receipt and Opening of e-Bids by the Purchaser

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members in the office of the **Additional Director Grade-1, Institute of Veterinary Biologicals, Lucknow** will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **11.30AM on 19.04.18** at **Institute of Veterinary Biologicals**, Badshahbag, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion

may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently. After evaluation of technical e-Bids, **Additional Director Grade-1, Institute of Veterinary Biologicals, Lucknow** shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as technically qualified bidder. The department will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been short listed for opening of their financial e-bids.

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

1.9 DOCUMENTS TO BE ENCLOSED:

1.9.1 All the enclosed documents shall be in English or Hindi.

1.9.2 The tenderers are requested to enclose the required documents in a sequential order 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 documents duly attested along with seal by a Gazetted Officer have to be arranged and enclosed in the order.

In addition to submitting e-tender through e-procurement system, tenderer are also required to submit hard copy of the bid documents in following manner preferably on or before end date of submission of e-Bid

THE TECHNICAL BID (PART I) CONSISTING OF ALL REQUIRED DOCUMENTS AS SUBMITTED ON LINE, SHALL BE SEALED ENVELOP OF TECHNICAL BID MARKING WITH SUPERScription- " **HARD COPY OF TECHNICAL BID for Tender for supply of Polypropylene Bottles for the Year 2018-19 "**.

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

1.10 SECURITY DEPOSIT:

1.11 GOODS & SERVICE TAX (GST) CERTIFICATE:

1.12 MANUFACTURING LICENSE:

2.0 QUOTING RATES:

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

2.2 The rates should be F.O.R. destination and inclusive of all duties such as excise duty, customs duty (in case of imported items) and other authorized duties (Except GST) and the cost of original containers packing, forwarding and other incidental charges. Tenderers should not include GST while reckoning the rates and should specifically state that rates quoted are exclusive of GST. No representation shall be entertained at later date in this aspect. The items/firms, which are exempted from GST, should be specifically disclosed.

2.3 In case of tenderers from outside the state of Uttar Pradesh the 'D' form/road permit will be furnished by the indenters/**Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** to firms to claim Exemption under GST Act , if required as per Act/Rule.

2.4 No Insurance charges will be paid by the department.

2.5 If artificially low rates are quoted, the Central Purchase Committee reserves the rights to cross verify them and ignore them from consideration in order to prevent unethical trade practices.

2.6 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.

2.7 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.

2.8 If the Government introduces any fresh taxes or increase present rate of taxes, the same will be considered after receipt of any proper representation.

3.0 PERIOD OF RATE CONTRACT:

The Rate Contract will be in force from the date of Rate Contract till 31.03.2019 and up to next six months from 31.03.19 or up to next tender which come first.

4.0 AGREEMENT BOND:

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 along with 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.

5.0 GENERAL:

- 5.1** The firm shall comply all the indents placed by the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** within a specified period of 15 days under ordinarily circumstances from the date of the receipt of supply orders. Under some circumstances, the period shall exceed 30 days. If any firm fails to supply the indented stocks within stipulated period, 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, **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** reserves the right to delete such firm from the Rate Contract for the rest of the year.
- 5.2** Payments to the Rate contract firms will ordinarily be made within a period of 30 days from the date of supply of stocks to the departmental officers. However, this period gets extended under special circumstances.
- 5.3** If any tenderer withdraws his tender at any time after opening of sealed tenders on any plea, or offers to modify any Rate by himself, the request of such tenderer will not be considered under any circumstances and Earnest Money deposited by such tenderer will be forfeited. Besides such firms will be debarred from participating in the Annual Tenders of this office/department for a minimum period of three year or as decided by the **Additional Director Grade-1, Institute of Veterinary Biologicals, Lucknow**
- 5.4** Fresh stock shall invariably be supplied against all orders. The expiry date for applicable items shall be as per norms of products quoted, set in official pharmacopeia.
- 5.5** Every product shall have batch number, manufacturing date, expiry date.
- 5.6** In the event the successful tenderer failing to supply the stock as indented by the Departmental Officer within the prescribed period partially or in whole, the **Additional Director Grade-1, Institute of Veterinary Biologicals, Lucknow** or indenter have the right to take the appropriate action against such tenderer and such defaulter will forego the right to participate in future tenders for a minimum period of 3 years.
- 5.7** In case the supplies delivered by the firm are not in stipulated quality or quantity delivered without correct invoice the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** 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.
- 5.8** If the supplies are found substandard and /or spurious necessary action shall be taken by the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** or under the provision of Drugs & Cosmetics Act 1940 by the competent authority.
- 5.9** No exact estimate for the quantity of the purchases will be given against this rate contract.
- 5.10** 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, **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** shall remove them from deposited point and clearance charges thus incurred shall be recovered from the firm.
- 5.11** 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.
- 5.12** The bills of cost towards the stocks supplied by the Rate Contract firm should be sent to the indenting officer/consignee. **Additional Director Grade-2, Institute of Veterinary Biologicals, 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.
- 5.13** The decision of the **Additional Director Grade-2, Institute of Veterinary Biologicals, Lucknow** shall be final with regard to the acceptability of stock supplied by the tenderer and plea for assigning the reasons for rejection will not be entertained.
- 5.14** 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 Gazzeted Officer, under his name and official seal.**
- 5.15** 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.
- 5.16** ***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.***
- 5.17** The **Additional Director Grade-2, Institute of Veterinary Biologicals, 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.
- 5.18** Only those agreeing with the above conditions may offer the tenders.
- 5.19** All legal complications or suits, if any, sought on these transactions shall be limited to any competent Court of Law within Lucknow jurisdiction only.

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

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

F.D.R. Details-

FDR No..... DateAmount Rs. ofbank.....

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

1. if the Bidder-
 - a. withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b. does not accept the correction of errors in accordance with the ITB; or
 - c. modifies its bid price during the period of bid validity specified by the bidder on the bid form; or
2. if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a. fails or refuses to execute the Contract Form if required; or
 - b. fails or refuses to furnish the performance security in accordance with the ITB;

Seal and signature of the bidder _____

with Name of Authorized -----

Official signing the tender document -----

SECTION III(F) : CONTRACT FORM

AGREEMENT

AN AGREEMENT MADE THIS _____ DAY OF TWO THOUSAND ELEVEN BETWEEN M/S-----
----- (herein after called the contractor) OF ONE PART AND THE GOVERNOR OF U.P (herein after called the purchaser) ON THE OTHER PART.

Where as the tender of the contractor for the supply of -----
----- to the Institute of Veterinary Biological, Badshahbagh, Lucknow has been accepted by the Additional Director, Institute of Veterinary Biological, Badshahbagh, Lucknow (herein after called the Additional Director).

Now this deed witnesses and the parties herein after agree as follows;

1. That the contractor shall supply to the purchaser up to required quantity of ----- only during the period commencing from -----to -----, which may be extended up to six months or the date of approval of the coming/next tender at the Institute of Veterinary Biological, Badshahbagh, Lucknow (which ever is earlier) @----- inclusive of all charges including stocking charges.

2. That the contractor shall supply the specified item within-----days after the release of work order in accordance with the requirement of the said Institute of Veterinary Biological, Badshahbagh, Lucknow and stop the supply as soon as the maximum supply aforesaid has been made/directed by Additional Director (Grade- II) (B.P) within the period aforesaid. In case of delay they may be charged penalty.

Provided always that the purchaser shall not be bound to purchase the maximum quantity aforesaid and the Additional Director (Grade- II) (B.P) reserves the right to reduce the quantity at any time during the period of the contract on two days notice.

Provided further that if the supply of the -----are/is not up to the full requirement of the said quantity of the Institute of Veterinary Biological, Lucknow shall after giving 24 (twenty four) hours notice thereof the purchaser shall have liberty to purchase the quantity required by him locally and to deduct the deficiency in price and expenses and damages incurred to him from the security deposited or the bills due to the contractor.

3- That the supplies made by the contractor shall be according to the order and if any supply of ----- is not approved or not found according to the sample, the purchaser shall have the option of either rejecting the same and purchasing the required quantity of the item in question from the market at the risk of the contractor or accepting the same at such rate or price as may be mutually agreed upon.

Provided that Additional Director (Grade- II) (B.P.) shall have the power of stopping the supplies at any stage. In case, if he thinks that the contractor is not supplying the stock according to the sample and specifications furnished by him and from the fresh stock in accordance with the terms of this agreement. The purchase order will be placed by Additional Director (Grade- II) (B.P.I.) as per the requirement and against the availability of funds.

4. That the delivery of item is to be made at the said Institute of Veterinary Biological, Badshahbagh, Lucknow.

5. That the contractor has to comply with the specifications, terms & conditions as per tender document.

6. The decision of Additional Director (Grade- II) (B.P.I.) shall be final and acceptable to the contractor pertaining to this contract.

7. That the payment of the bill will be made within a reasonable time after the receipt of the goods as per specifications and the inspection is over.

8. That the contractor has deposited security money of Rupees.-----
----- against the order by FDR/BDR no.-----dated-----of-----
----- Bank , (address)----- pledged to the Additional Director (Grade- II) (B.P.I.) the Institute of Veterinary Biological, Badshahbagh, Lucknow as “security deposit” for the due performance of this agreement. But in case the amount of the “security deposit” falls short of the total loss caused to the department, the contractor will be liable to indemnify to the extent of total loss so incurred to the department. If the contractor fails at any time to carry out his obligation or default in the performance of any term or condition hereof, the whole or part of the aforesaid “security deposit” shall be in discretion of Additional Director (Grade-II) (B.P.I.) and be liable to be forfeited to the purchaser.

9. That without prejudice to the provision of clause 6 aforesaid, the Additional Director (Grade- II) (B.P.I.) may, if any sum whether as compensation or otherwise is found due to the State Government, under clause 2 or 3 aforesaid appropriate, the whole or any part of the said security and direct the contractor to reimburse the said deposit with in fifteen days from the date of the receipt of intimation in this regard.

10. It is here by further agreed that the State Government shall not be liable for the payment to the contractor of any compensation or other loss arising out or on account of the failure on the part of the State Government to purchase the maximum quantity as aforesaid.

11.A. The security deposit aforesaid or the balance thereof, after due recoveries, shall be refunded to the contractor after termination of this agreement within six months from the date of termination.

B. Any sum of money due and payable to the contractor (including the security deposit refundable to him) under this agreement may be appropriated by the Additional Director (Grade- II) (B.P.I.), Government of U.P. and set off against any claim of the Governor for the payment of a sum of money arising out of or under any other contract made by the contractor with the Governor.

12. Every dispute or difference or question which may at any time arise between the two parties here to or any person claiming under them touching of arising out or in respect of this agreement shall be referred to the arbitration of the Officer to be appointed by Legal Remonstrator to the Government and the decision of the arbitrator shall be final and binding on both the parties here to.

In witness where of M/S-----for and on behalf of the contractor and the Additional Director (Grade- II), Institute of Veterinary Biological,Badshahbagh, Lucknow for and on behalf of the purchaser have signed this agreement/deed on the day and year above written.

For and on behalf of the Contractor

Additional Director (Grade- II)
**Institute of Veterinary Biological,
Badshahbagh, Lucknow**

For and on behalf of the purchaser

SECTION III(G) : PERFORMANCE STATEMENT FORM

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

Name of Company/Firm.....

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

Signature and Seal of the E-Bidder

With name of the authorized person

SECTION III (J) : PERFORMANCE SECURITY FORM

Ref:

Date:

To,

Additional Director (Grade- II)
**Institute of Veterinary Biological,
Badshahbagh, Lucknow**

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

As per the ITB Clause 29- Performance Security-

That within 7(seven) days of the execution of the contract with the Purchaser, we.....shall furnish a performance security in the form of Fixed Deposit Receipt for 10% amount of estimated/Contract value of required items in favour of Additional Director (Grade- II), Institute of Veterinary Biological Lucknow/concerned indenter, which would be valid for the period of Rate Contract, of any nationalized bank of India or scheduled bank located in India pledged in favour of the Additional Director (Grade- II), Institute of Veterinary Biological Lucknow /concerned indenter in accordance with the conditions of contract.

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

Signature of bidder/tenderer
(with seal)

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

(To be filled & submitted by bidders)

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

Format A

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

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

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

Signed on day of2017 at

Signature of the Bidder

Format of Fall Clause

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

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

If at any time, during the said period, the contractor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the **Additional Director grade-2, Intitute of Veterinary Biologicals, Lucknow** and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The above stipulation will not however apply to:

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

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

Signature of the Bidder

To be filled & submitted by bidders

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

(A) Declaration regarding not blacklisted or not debarred-

We M/s(name of firm with official address)
date.....hereby declare that Tenderer firm have not been black listed or debarred
by any State or Department/Government Institution for last 02 years.

(B) Declaration regarding quoted products are not found Sub-standard Quality-

We M/s(name of firm with official address)
date.....hereby declare that with respect to products quoted in the bid, our
products so far not been declared as sub- Standard Quality by competent authority during for
last 03 years.

(C) Declaration -

We M/s(name of firm with official address)
date.....hereby declare that no recommendations against Tenderer firm have been
made by CBI or any other competent investigating agency for staying/cancelling the rate
contract.

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

Signature of the Bidder

SECTION IV : FINANCIAL e-Bid

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

IV (B) PRICE SCHEDULE/BOQ

(To be filled & submitted by bidders)

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

Date :

IFB No.:.....

To :

**Additional Director grade-2,
Intitute of Veterinary Biologicals**
Department of Animal Husbandry, U.P.,
Badshahbagh,Lucknow-226007

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver (Description of Goods) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the materials as per the Technical Specifications (Section III(C)) of the e-Bid documents to the purchaser. We further undertake that we fulfil the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/ EMD for Rs (Rupees)in the form of FDR pledged in favour of **Additional Director grade-2, Intitute of Veterinary Biologicals, Lucknow**, is furnished with this e-Bid form.

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

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

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

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

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

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

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

Dated this day of 20.....

(Signature) (in the capacity of)

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

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

To be filled and submitted electronically

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

(in INR)

Tender Inviting Authority: Indenting Authority- Additional Director grade-2, Institute of Veterinary Biologicals, Lucknow, Contact No. 0522-2740060

Name of Work: Invitation of e-bid for rate contract of Polypropylene Bottles for the year 2018-19

Contract No: 1480 /T-V/1/e-Tender/PP Bottle/2017-18

Dated: 13.03.18

**Name of the Bidder/
Bidding Firm / Company**

:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Name of Item	Specification	BASIC RATE/unit In Figures To be entered by the Bidder Rs. P (including all taxes except GST)	GST Amount as Applicable in Rs.	Total Amount Without GST	Total Amount With GST	Total Amount In Words
1	2	3	4	5	6	7	8
1.01	POLYPROPYLENE VACCINE BOTTLES 350 ML. CAPACITY±10 ML. WITH RUBBER CAP AND ALUMINIUM SEAL.	<i>Polypropylene vaccine bottle (non-toxic),round in shape with rubber cap and aluminium seal (full cap), snow cololured of 350 ml ±10 ml overflow capacity and embossed marking at the level of 250 ml in vaccine bottle, the standard quality aluminium seal of 20 mm, the bottle should withstand autoclaving at 120°C temperature for 30 minutes; the bottle should be embossed with IVBUP at the bottom; the bare bottle weight 28-30 gm; height-12 cms diameter- 6.5 cms. Bottles should be supplied in polypack of 50 bottles</i>					