

**OFFICE OF THE  
DIRECTORATE OF ANIMAL HUSBANDRY & VETERINARY DEPARTMENT, ASSAM  
CHENIKUTHI, GUWAHATI-781003**

No. DVP/209-FMD/2016/1769

Dated Guwahati, the 17<sup>th</sup> Dec, 2018

**NOTICE INVITING e-TENDER  
FOR SUPPLY OF FOOT & MOUTH DISEASE (FMD) VACCINE  
FOR THE YEAR 2018-19 & 2019-20**

**(NATIONAL COMPETITIVE BIDDING)**

e-Tenders in Two Bid System (*Technical & Financial Bid*) are invited by the undersigned from reputed and established manufacturers or their authorized dealers, distributors, agents etc. for supply of *Foot & Mouth Disease (FMD) Vaccine* as follows:


Sl. No.	Brief description of vaccine	Quantity	Estimated cost (Rs. in Lakh)	Tender Fee (in Rs.)	Bid Security (EMD) (Rs. in Lakh)
1	FMD oil adjuvant vaccine as per IP	65 lakh doses	580.84	1,000.00	11.61

The complete e-Tender documents may be downloaded from the website <http://www.assamtenders.gov.in>. The detail guidelines, terms and conditions for submission of online tender will be available in the tender documents.

The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Tender Time Schedule (Key Dates):

Sl. No.	Schedule	Start Date & Time		Expiry Date & Time	
		Date	Time	Date	Time
1	Tender Publishing	17/12/2018	11.00		
2	Pre-Bid meeting	27/12/2018 at 14.00 hrs at the Institute of Vety. Biologicals, Khanapara, Guwahati-22.			
3	Tender Download	17/12/2018	17.00	06/01/2019	16.00
4	Bid Submission	18/12/2018	16.00	06/01/2019	20.00
5	Technical Bid Opening	07/01/2019	11.00		
6	Financial Bid Opening	To be scheduled in due course of time			
7	Place of Bid Opening	NIC, e-tender portal, Dispur, Guwahati-781006			

  
Director  
A.H. & Veterinary Department, Assam  
Chenikuthi, Guwahati-03



স্বাৰ্ঘ্যমেব জয়ন্তী

*Government of Assam*

***DIRECTORATE OF ANIMAL HUSBANDRY AND VETERINARY  
DEPARTMENT***

*Chenikuthi, Guwahati – 781003, Assam*

*Ph: 0361-2668609 Fax: 0361-2668609 E-mail: [assamvety@gmail.com](mailto:assamvety@gmail.com)*

**Log-onwebsite: <http://www.assamtenders.gov.in>**

File No.IVB/FMD-CP/PH-I/TENDER/A/2018-19/1001 Dated Guwahati, the 14<sup>th</sup> Dec'2018

NIT No. DVP/209-FMD/2016/1769 Dated Guwahati, the 17th Dec'2018

**SET OF TENDER DOCUMENTS FOR  
E-PROCUREMENT  
OF FOOT & MOUTH DISEASE  
(FMD) VACCINE**

Each set contains:-

- (A) Notice inviting e-tender.
- (B) Catalogue along with specification.
- (C) Terms & conditions for submission of tender.
- (D) Annexure I to XI.
- (E) Bill of quantities (BOQ).

Director  
Animal Husbandry & Veterinary  
Assam, Guwahati-781003

Joint Director  
Institute of Veterinary Biologicals  
Khanapara, Guwahati-22

(A)

**NOTICE INVITING E-TENDER FOR SUPPLY OF FOOT & MOUTH DISEASE (FMD)  
FOR THE YEAR 2018-19 & 2019-20**

**(NATIONAL COMPETITIVE BIDDING)**

**(Submission of bid through NIC e-tender portal <http://www.assamtenders.gov.in>)**

NIT No. DVP/209-FMD/2016/1769

Dated Guwahati, the 17th Dec'2018

E-tender in two bid system affixing court fee stamp of Rs.8.25 (or IPO of Rs.10.00) in favour of **“The Director, A. H. & Veterinary Department, Assam, Chenikuthi, Guwahati-03”** is invited from manufacturers or their authorized dealers, distributors, agent etc. for supply of FMD vaccine as follows:

Sl. No.	Brief description of vaccine	Quantity	Estimated cost (Rs. In Lakh)	Tender Fee	Bid Security (Rs.in lakh) (EMD)
1	FMD oil adjuvant vaccine as per IP	65 lakh doses	580.84	Rs.1000.00	Rs.11.61

The complete e-tender documents may be downloaded from the website <http://www.assamtenders.gov.in>. The detail guidelines, terms and conditions for submission of online tender will be available in the tender documents.

**Tender Time Schedule (Key Dates):**

Sl. No.	Schedule	Start Date & Time		Expiry Date & Time	
		Date	Time	Date	Time
1	Tender Publishing	17/12/2018	11.00		
2	Pre-Bid meeting	27/12/2018 at 14.00 hrs at the Institute of Vety. Biologicals, Khanapara, Guwahati-22.			
3	Tender Download	17/12/2018	17.00	06/01/2019	16.00
4	Bid Submission	18/12/2018	16.00	06/01/2019	20.00
5	Technical Bid Opening	07/01/2019	11.00		
6	Financial Bid Opening	To be scheduled in due course of time			
7	Place of Bid Opening	NIC, e-tender portal, Dispur, Guwahati-781006			

Address for communication:

1. Joint Director, IVB, A. H. & Veterinary Department, Assam, Khanapara, Guwahati-781022.

Cost of Tender Documents:

Rs.1000.00 (Rupees one thousand) only in the form of Demand Draft in favour of “The Joint Director, Institute of Animal Husbandry & Veterinary Department, Assam, Khanapara, Guwahati-781022.



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**OFFICE OF THE DIRECTOR  
ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT  
ASSAM: GUWAHATI-781003**

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**E-TENDER FOR SUPPLY OF FOOT & MOUTH DISEASE FOR THE YEAR 2018-20**

e-Tenders are invited from reputed manufacturer or their authorized distributor/ dealer/ agent for supply of FMD Vaccine for the year **2018-19 & 2019-20** to the Director, Animal Husbandry and Veterinary Department, Assam for a period of two years i.e. up to **31.03.2020** from the date of finalization of Rate and any extended period, if situation arises for the A.H. & Veterinary Department and its decentralized units.

You are invited to submit your most competitive bid for the FMD Vaccine, as per catalogue (List of items) enclosed.

**1. Prefix:**

- a) The A.H. & Veterinary Department, Assam, is intending to purchase the FMD Vaccine during the year 2018-19 & 2019-20 as per catalogue (list of items) enclosed to be used in the field for which this Invitation for Bid (IFB) is issued.
- b) The purchaser is the “Director, Animal Husbandry and Veterinary Department, Assam” hereinafter called “the purchaser”.
- c) The Technical Specifications, Terms and Conditions and other details mentioned in the bid document shall hereinafter be referred as the “bidding documents”.
- d) The manufacturer or the authorized firm or the dealer or the agent who is a prospective participant to this IFB shall hereinafter be referred as the bidder.
- e) Unless otherwise stipulated the word “quotation”, “tender” and bid shall have the same meaning.
- f) Unless otherwise stipulated the word “quotationer”, “tenderer” and “bidder” shall have the same meaning.
- g) Offered rate should remain valid for a period of **TWO YEARS** i.e. upto **31.03.2020** and any change of period, if situation arises.

- h) Necessary Earnest Money Deposit or valid exemption certificate along with mandatory documents (Scanned copy) are to be uploaded for participation in the tender.
- i) After publication of the N.I.T. in the Medias, detailed catalogue along with terms & conditions, BOQ (Bill of Quantities) may be obtained from the Website <http://www.assamtenders.gov.in> at free of cost.
- j) Tenders has been floated in two parts – one Technical Bid for technical proposal & other for Financial Bid for quoting rate & GST in BOQ's in dedicated column.
- k) Submission of online tender may be made by the bidder with the help of Digital Signature Certificate (DSC).
- l) The software shall make automatic encryption of the technical bid as well as financial bid. No one will be able to open these two bids prior to schedule date & time as fixed by the undersigned.
- m) After evaluation of technical bid, those who will technically qualify, their financial bid will be opened for evaluation.
- n) Disclosure of rate other than BOQ will disqualify the bidder.
- o) Online bid submission will start on **18<sup>th</sup> December'2018 at 4 pm** in the e-tender portal viz. <http://assamtenders.gov.in>.
- p) **Earnest Money Deposit (EMD) & Tender fee** should be submitted physically on or before **4<sup>th</sup> January'2019 upto 4-00pm** at the Office of the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022.
- q) **Samples** of quoted item/s should be submitted physically at the office of the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022 **as and when sought by the tendering authority.**
- r) Online bids in two parts i.e. **Technical Bid (Part-I) & Financial Bid (Part-II)** are to be submitted upto **8.00 pm on 6<sup>th</sup> January'2019** for the aforementioned N.I.T.
- s) **Technical Bid Opening Date** is tentatively fixed at **11.00 am on 7<sup>th</sup> January'2019**. Other activities i.e. date of uploading List of Technically qualified bidders, date of opening of financial bid etc. will be communicated later on.
- t) **Catalogue** (List of items) of Veterinary Vaccines along with specification are enclosed herewith.



**OFFICE OF THE DIRECTOR  
ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT  
ASSAM: GUWAHATI-781003**

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(B)

**Catalogue of FMD Vaccine**

Brief Description of the Goods	Specifications*	Quantity	Estimated Cost (Rs. In Lakh)	Delivery Period	Consignee & Place of Delivery	Installation Requirement if any
1	2	3	4	5	6	7
<b>FMD oil adjuvant vaccine as per IP</b>	FMD oil adjuvant vaccine incorporated with the following vaccine strains: a. <b>Trivalent ('A', 'O' and 'Asia-1')</b> b. (i) Type 'O'- IND R2/75 (ii) Type 'A'- IND 40/2000 (iii) Type 'Asia 1'- IND 63/72 c. <b>Oil- adjuvant (safe and of proven efficacy)</b> d. Shelf life: Minimum one year at the time of supply e. Period of immunity: Not less than 9 months. f. 50 doses vial(100 ml)	<b>65 L Doses</b>	<b>580.84</b>	30 Days from the Date of Award of Contract	Office of the District A. H. Veterinary Officer	----



**OFFICE OF THE DIRECTOR  
ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT  
ASSAM: GUWAHATI-781003**

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**TERMS & CONDITIONS FOR SUBMISSION OF ON-LINE TENDER FOR SUPPLY OF VETERINARY  
VACCINES FOR THE YEAR 2018-20**

(C)

<b>1. ACTIVITIES</b>
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- 1.1 Online bid submission will start on **18<sup>th</sup> Decmber'2018 at 4 pm** in the e-tender portal viz. <http://assamtenders.gov.in>.
- 1.2 **Earnest Money Deposit (EMD) & Tender Fee (ANNEXURE-VIII)** should be submitted physically on or before **4<sup>th</sup> January'2019 up to 4-00 pm** at the office of the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022.
- 1.3 Samples of quoted item/s should be submitted physically at the office of the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022 **as and when sought by the tendering authority.**
- 1.4 Online bids in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) are to be submitted up to **8.00 pm on 6<sup>th</sup> January'2019** for the aforementioned N.I.T.A **hard copy of Technical Bid** only must be submitted to the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022 **on or before 4<sup>th</sup> January'2019.**
- 1.5 **Technical Bid Opening Date** is tentatively fixed at **11 am on 7<sup>th</sup> January'2019.** Other activities i.e. date of uploading List of Technically qualified bidders, date of opening of financial bid etc. will be communicated through the e-tender portal.
- 1.6 The above schedule is fixed; however, undersigned reserves the right to change the date of activities in case of any exigencies through a notice in the e-tender portal viz. <http://assamtenders.gov.in>.& Notice Board at above addressed office.



## 2. INSTRUCTION TO BIDDERS

- 2.1 Intending bidders may download & upload the tender documents free of cost from the Website <http://assamtenders.gov.in> with the help of Digital Signature Certificate.
- 2.2 Intending bidder may obtain Digital Signature Certificate (DSC) from the approved service provider of Government of India.

## 3. ELIGIBILITY CRITERION

- 3.1 The bidder must be an original Veterinary Vaccine Manufacturers having valid manufacturing license /manufacturers on loan license/ Authorized Marketing Bidder with valid manufacturing license duly authenticated by competent Authority or their authorized distributors / Stockiest/ dealer / agent of the goods are eligible to participate in the tender. No other category of bidder is permitted to participate in the bid.
- 3.2 Original Manufacturer means a person or firm having its own unit that performs all the Manufacturing & processing operations needed to produce Veterinary Vaccine desired in the tender in the appropriate dosage forms/specifications, including formulating, processing, blending, filling, packing, labeling & quality testing with a valid license issued under Competent authority and Rules there under.
- 3.3 Authorized Distributors, Agents, Suppliers, Stockiest of the manufacturer are also eligible to participate in the tender process. They have to produce the manufacturer's valid manufacturing license as mentioned above along with authorization letter from the parent company in **company letterhead**. Any other category is **not** eligible to participate in the tender. Any bidder with repacking license will also **not** be considered as manufacturer/Bidder.
- 3.4 Tender/bid shall remain **valid for a period of not less than 180 (one eighty) days** from the specified date of bid opening. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 3.5 In case of proprietorship firm, the name of the proprietor/s with signature and seal to be furnished. In case of partnership firm, the list of all partners with their signature, seal and full address with contact number and copy of partnership deed to be furnished.
- 3.6 Original Manufacturers/manufacturers on loan license/Authorized marketing Bidder shall have minimum five years manufacturing & marketing experience is only eligible. However, relaxation of minimum manufacturing & marketing experience will be made for SSI units to three years.
- 3.7 Original Manufacturer/ manufacturers on loan license / Authorized marketing Bidder including S.S.I. units shall have GMP Certificate as per Revised Schedule-M & Revised Schedule-T.



3.8 In case of S.S.I. Units of the State of Assam, the minimum Annual turnover is fixed at Rs.1 Crore (Rupees one Crore) during 2015-2016, 2016-2017 & 2017-18.

#### **4. SUBMISSION OF ON-LINE TENDER**

4.1 Tenders have to be submitted ON-LINE in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) in e-tender portal <http://assamtenders.gov.in> by using DSC.

4.2 All the desired documents have to be uploaded in Technical Bid (Part-I).

4.3 Eligibility of opening the Financial Bid (Part-II) for finalization of firms & rates will depend on the outcome of the documents uploaded in the Technical Bid (Part-I).

4.4 The Financial Bid shall consist of only the details of rates offered. Financial bids of those tenders who qualify in technical bid will only be considered for finalization of firms & rates.

4.5 The intending bidders may please note that all the columns of Financial Bid as well as in Technical Bid is to be filled meticulously with precision along with the Technical documentary evidence wherever necessary.

#### **5. APPLICATION FORMAT (BID FORM) & CHECK-LIST**

5.1 Prescribed application format (Bid Form) is to be uploaded (ANNEXURE-I) duly filled in, signed & affix with the seal of firm by indicating full communicating address with PIN, Telephone, Fax, e-mail address, Website number, NIT number and date.

5.2 Prescribed Check-list (ANNEXURE-II) should be properly filled in & uploaded. For non-applicability meant for some documents, please mention 'NA' in the check list.

#### **6. DOCUMENTS TO BE UPLOADED IN TECHNICAL BID**

6.1 All the required documents are to be arranged in sequential as shown in table (as per clause no.6.8) and uploaded in e-tender portal <http://assamtenders.gov.in>.

6.2 All the uploaded documents shall be in English. Any document produced in other language a translation copy of such document in English shall be uploaded duly attested by the NOTARY. Failure to submit English translation shall make the tender invalid.

6.3 All original documents are to be produced at the time of scrutiny, when asked for.

6.4 In the event of failure to upload any required document, the bidder will be disqualified. **A hard copy of Technical Bid only must be submitted to the Joint Director, IVB, A.H. & Veterinary Department, Assam, Khanapara, Guwahati-781022**

6.5 Disclosure of rate/discounts/special offers in the Technical Bid will be treated as disqualification & such offers will be rejected.

6.6 Declaration of the tenderer (ANNEXURE-III) for acceptance of all the terms and conditions incorporated in the tender documents.

6.7 The bidder should sign every page of tender terms & conditions & upload in the e-tender portal as a token of acceptance.

**6.8 Intending bidders should upload the following documents.**

Sl.	Name of the documents
1	Tender Fees
2	Scanned original Court fee stamp Rs.8.25/- or IPO of Rs.10/- (Non-refundable)
3	Scanned original EMD depositor Document to be uploaded.
4	Bid Form duly signed (ANNEXURE-I).
5	Check List duly signed (ANNEXURE-II)
6	Sole owner / proprietorship / partnership / Pvt. Ltd / limited firm registration certificate
7	Declaration of the tenderer (ANNEXURE-III) for acceptance of all the terms and conditions incorporated in the tender documents.
8	Original Certificate issued by Registered Chartered Accountant stating Annual Turnover for last 3 years (2015-16, 2016-17 & 2017-18). The Annual turnover for manufacturers should not be less than Rs.5 crore (Rupees Five Crore) only & Small Scale Industries of the State of Assam should not be less than Rs.1 Crore (Rupees one crore) only.(ANNEXURE-IV)
9	Original document of Manufacturer's Authorization Certificate (ANNEXURE-V) for company's authorized distributors / Stockiest / dealer / agent etc.
10	Original documents of Latest (renewed & up-to-date) Manufacturing License for the products (Veterinary Vaccine) duly approved by the competent authority for the products quoted in the tender.
11	Scanned Certificate of Good Manufacturing Practice (GMP) from the concerned Authority conform the revised <i>Schedule 'M' or 'T'</i> .
12	Scanned original Non-conviction Certificate (Latest) issued by Drug Controller of the concerned State.
13	Scanned original of IT Return of the tenderer for last three years i.e.2015-16, 2016-17& 2017-18 to be uploaded.
14	Statement of MRP etc. for the item quoted (ANNEXURE-VI)
15	Declaration of the bidder / products for neither blacklisted nor suspended / Neither sub-standard nor spurious for quoted items (ANNEXURE-VII) in the form of affidavit on or after the date of publication of Tender Notice.
16	N.I.T. to be uploaded as a token of acceptance
17	Scanned original document of PAN.
18	Scanned original document of Drug License.
19	Scanned original document of Trade License.
20	Scanned original document of GST Registration Certificate
21	Product Literature of FMD Vaccine quoted should be uploaded

6.9 Failure to furnish any of the above documents along with technical bid, the bidder will be treated as non-responsive.

## 7. FINANCIAL BID

7.1 The offered unit rates for various items should be quoted in BOQ (Bill of Quantities) i.e. Financial Bid (Part-II) in the dedicated column & to be uploaded separately.

## 8. EARNEST MONEY DEPOSIT & TENDER FEE

8.1 Each tender, unless the bidder is exempted under the existing order of the Government of Assam or Government of India, will have to deposit 2% of the estimated value as **Earnest Money** i.e. **Rs.11,61,000.00/- (Rupees Eleven lakh sixty one thousand) only** or document Showing EMD Exemption to be uploaded. The EMD will be submitted in the form of Fixed Deposit/Bank Guaranty from a nationalized / scheduled commercial bank located in India pledged in favour of the **“Director, A.H. & Veterinary Department, Assam, Chenikuthi, Guwahati-03”**. EMD in any other manner is not acceptable. The following categories of tenders are exempted under Earnest Money Deposit.

8.2 Each bidder should deposit **tender fee of Rs.1000.00 (Rupees one thousand)** only in the form of Demand Draft in favour of “The Joint Director, Institute of Animal Husbandry & Veterinary Department, Assam, Khanapara, Guwahati-781022.

8.3 Small Scale Industrial Units registered with Director of Industries, Assam.

8.4 The SSI units registered with National Small Industries Corporation and Small Industries Service Institute of Government of India.

8.5 This Directorate is not liable for deposition of excess of Earnest money.

8.6 Earnest Money Deposited before the date of issue of this N.I.T. will not be accepted.

8.7 Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.

8.8 The bid security of the unsuccessful bidders shall be released immediately after signing of the contract with the successful bidder / bidders and the bid security of the successful bidder shall be released upon submission of the performance security and signing of the contract agreement.

8.9 Since a panel of 2 Lowest Rate(s) is/are to be maintained the Earnest Money Deposit(s) of such firm(s) will be retained up to 2(two) months from the date of approval of 1st Lowest Rate due to obvious reason. For such retention no interest shall be payable.

- 8.10 The EMD will be forfeited, in case the rates quoted by the successful tenderer are approved but the party refuses to enter into the agreement for supply.
- 8.11 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids at the discretion of the purchaser.
- 8.12 The list of product manufactured & approved by NSIC/SSI Registration authority will **only** be considered for exemption from depositing of earnest money and those listed items will **only** come under zone of consideration of price preference. If any bidder quoted products other than those covered under NSIC/SSI Registration should accompany EMD. Authorized Officers of the undersigned may visit factory.
- 8.13 **Fixed Deposit/Bank Guarantee of Earnest money deposit(s) amounting Rs.11,61,000.00 (Eleven lakh sixty one thousand) only & Demand draft of Rs.1000.00 (one thousand) only as tender fee** must be submitted in the **Office of the Joint Director, IVB, Khanapara, Guwahati-781022** address through an envelope superscribing **NIT number** along with a **forwarding letter** mentioning the details of the deposits **on or before 4<sup>th</sup> January'2019 at 4.00 pm.**

## 9. PERIOD OF RATE CONTRACT

- 9.1. Rate quoted shall hold valid up to **31<sup>st</sup> March 2020** and/or any change in period, if situation arises.
92. They must supply the item at the approved rates within the validity period and refusal to supply will be dealt with as per tender rules.

## 10. RATE

- 10.1. Quoted rate(s) inclusive of delivery (F.O.R.) to the final destination and all other Incidental charges, loading/ unloading cost of transportation, insurance, packaging etc. as mentioned in NIT. GST should be mentioned separately in whole amount the dedicated column of BOQ. **The accounting units are prescribed in the BOQ. The bidders should take care of that before submitting bid. Lowest rate will be determined on base price only without GST. The final rate evaluation will be on the basis of quoted Rate excluding GST and any other Taxes etc.**
- 10.2. The rate(s) is/are to be quoted in the specified BOQ (Bill of Quantities), in INR (Indian Rupees and Paisa), in NET in decimal coinage only.

- 10.3. The composition, strength, packing specifications and unit of pack are clearly indicated in the catalogue. The bidder shall offer their rate ONLY for specified composition & packing. Products offered which do not conform the composition, strength, packing specifications and unit of pack shall not be considered. Therefore, the bidders are requested to go through all such specifications before quoting their rates.
- 10.4. Enhancement of rate, under no circumstances, will be accepted after date of closing of on-line bid submission, whatever the reason thereafter except any tax imposed by the Government. Attested photocopy of Government Order in this respect is to be submitted while claiming such increase. However, such claim will be decided by the undersigned based upon the merit of each case.
- 10.5. If there is any reduction of duties, such as excise duties or Government Tax imposed by Government or statutory bodies and or Price compared to the rate as on the date of tender, the benefit will accrue to the Government.
- 10.6. **Abnormally low or high rate** of any items quoted by the bidder in the offer without sufficient reason of such rate, if detected will not be accepted. The undersigned reserved the right to reject any or all of the tenders at any stage without assigning any reason thereof.
- 10.7. The rate(s) quoted by the bidder shall not exceed the controlled rate(s) if the Government controlled rate(s) are in force on the date of uploading of tender. In the absence of controlled price, the bidder shall quote reasonable price applicable to bulk purchases.
- 10.8. The rate offered in the tender shall under no circumstances **exceed the MRP** as well as the lowest price at which the firm sells the product of identical description to any other department or organization or person anywhere in the State or in the country. If such incidence of quoting higher rates to this department comes to the notice at any time during the course of agreement period, the undersigned reserves the right to initiate an appropriate action against such firms including blacklisting, recovery of excess amount paid.
- 10.9. If the bidder quotes the rates at his will overlooking the conditions in the previous paragraph, the tender is liable for cancellation even after approval of the tender and firm will face the legal action at any time during the rate contract period.

## 11. AGREEMENT

- 11.1. The successful bidder will have to enter into a **contractual agreement** with the department as per standard format embodying the tender terms & conditions in **Non-judicial Stamp paper worth Rs.100/- (Rupees Hundred only)**.
- 11.2. The agreement should be typed only on one side of the Stamp paper duly signed by the authorized signatory on each page. The continuing pages should be typed on conquest paper.

- 11.3. In the event of failure to execute agreement in prescribed manner within the stipulated period by the successful bidder such bidder's earnest money deposit will be forfeited in full. Such defaulters will be debarred from participating in future tenders for period of minimum three years.
- 11.4. Award of Contract: On getting contractual agreement, the undersigned will circulate the approved price list to the other units of this Directorate across the State of Assam for awarding contract.

## 12. PERFORMANCE SECURITY MONEY DEPOSIT

- 12.1 The successful bidder will have to deposit **performance security money @ 5% (Five Percent)** against each and every work order issued. The performance security money will remain with the department for 3 months after completion of the particular work. The performance security money should be submitted in the form of Fixed Deposit/Bank Guarantee from a nationalized / scheduled commercial bank located in India pledged in favour of the **“Director, Animal Husbandry & Veterinary Department, Assam, Chenikuthi, Guwahati-781003”**.
- 12.2 The successful bidder should deposit the performance security money within 7 (seven) working days from the date of intimation, failing which work order will not be issued along with forfeiture of EMD kept at HQ and no further correspondence will be entertained.
- 12.3 The performance security money deposit is liable to be forfeited for non/short supply of ordered item in stipulated timeframe.
- 12.4 Partial deposit and/or previous deposit of security money will not be accepted.
- 12.5 Security money deposit will be refunded after satisfactory completion of supply. No proportionate refund of security money will be allowed if the supplied quantity falls below the ordered quantity.

## 13. PAYMENT

- 13.1. Tax Invoice against all supplies is/are to be sent in TRIPLICATE & invariably be submitted along with the supplies for payment to the indenting officer.
- 13.2. No advance payment shall be made under any circumstances.
- 13.3. Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the firm in the event of delay in making payment due to whatsoever reasons. In no circumstances, delivery schedule should be affected and/or linked with the payment of outstanding bills. The payment of bills shall be withheld in case of violation of any tender clause.

13.4. The rates quoted shall be exclusive of existing Tax. The GST will be paid in accordance with the orders of the Government to Assam from time to time.

#### **14. SUPPLY & DELIVERY**

- 14.1. Fresh stock, as per approved sample shall have to be supplied against all indents, delivery of ordered item shall have to be made strictly as per given schedule printed in the order. The schedule may be revised (increased / decreased / temporarily postponed) by the receiving authority, depending upon requirement.
- 14.2. Delivery of the goods shall have to be completed by the selected supplier strictly within 30 (thirty) days from the date of receipt of the supply order. Quotations not confirming to this provision shall be rejected at the discretion of the purchaser. However, during emergency situation like flood, disease outbreak etc. the purchaser reserves the right to shorten the delivery period as per need.
- 14.3. The quantity normally depends upon the actual requirement of the indenting officer. The successful firm is required for supply any quantity at the accepted rate within the contracted period.
- 14.4. The ordered item must be packed and delivered scientifically to avoid transit loss and weathering to maintain quality. The supply must as per given specification in the tender. Any loss, damage or breakage or leakage or shortage observed on receipt of supplies and reported by the checking authority, it will be the responsibility of the supplier who shall be required to replenish the loss positively within 15 (fifteen) days from the date of intimation sent by the Indenting Officer. No extra cost shall be admissible for the same. Failure to replenish the above losses shall be liable for deduction of the corresponding amount from bills which shall be final and binding. Sterile items are to be transported in such packaging so that no damage to the primary packaging during transport process and sterility should be maintained properly.
- 14.5. Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide the requisite number of labour to store / install the materials in the respective stores / places as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays & Government holidays unless otherwise desired by the receiving authority.
- 14.6. IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY SCHEDULE FOR SUPPLY OF ORDERED ITEM WILL LEAD TO SEVERE DISLOCATION IN CARRYING OUT PUBLIC SERVICE FOR WHICH SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE & ACTION WILL BE TAKEN STRICTLY AS PER TENDER RULES LAID DOWN HEREIN WITHOUT ANY PREJUDICE, ANY SORT OF PLEA WILL NOT BE CONSIDERED, SAVE & EXCEPT ANY INCIDENT OCCURRED "BY ACT OF GOD" MAY BE CONSIDERED SYMPATHETICALLY.



- 14.7. Replacement of supply against any rejected consignment must be made positively within given time frame from the date of intimation, failing which action will be taken as per tender rule.
- 14.8. All supplies of Vaccines must bear the Inscription “**Vety. Deptt., Assam / 2018-19/NOT FOR SALE**” distinctly stamped or embossed on the original label on individual packets as well as units of ampoules/vials as the case may be, if within 31<sup>st</sup> March, 2019 and after that it will be **2019-20** and so on.
- 14.9. All supplies of Vaccines should invariably display the following particulars on its label and/or cartoon in a distinct manner:
- a. Pharmacopoeia Name.
  - b. Trade Name of the Product.
  - c. Manufacturing Date.
  - d. Batch Number.
  - e. Date of Expiry.
  - f. Name & address of manufacturer along with manufacturing license number.
  - g. Exact composition of all proprietary vaccines. In case of Vaccines formulation the active ingredients & their quantities thereon must be mentioned.
  - h. All supplies of Vaccines should accompany batch-wise QUALITY TEST CERTIFICATE. The full name, qualification & the attested signature (to be attested by the Proprietor/any official of Tendering Firms) of the certifying officer be submitted in a separate sheet of paper. If order is executed against Warranty, the Test Certificate for the same must be submitted within 15days from the date of delivery, failing which payment will be held up.
  - i. QUALITY CONTROL: The undersigned or any authorized officer will free to exercise the option of sending any number of samples, at any point of time during the contractual period, collected randomly or on any complaint, to one or more than one approved laboratories accredited by the Drug Controller. The handling and testing cost, charged by the testing laboratory shall have to be borne by the supplier. The undersigned or any authorized officer shall have the liberty to deduct such costs from the payment to be made against the supplies. The decision of the undersigned in this regard ascertaining the quality of the stores shall be final & binding upon the approved supplier.
  - j. The Vaccine, must have a shelf-life at least 12 (twelve) months at the time of supply.
  - k. Orders for the supply of estimated quantities of Vaccines may be placed by the indenting officer under the Directorate of Animal Husbandry & Veterinary Department, Chenikuthi,

Guwahati-781003 as mentioned in the NIT. Such order will be placed with the successful bidders after the execution of the Agreement.

- 14.10. The approved supplier shall have to furnish a copy of Quality Test Report of any Batch number of the Vaccines of current financial year. The quality test report of the particular vaccine batch supplied should enclose along with bills. If any batch of supply detected sub-standard, that particular batch will be rejected for the whole State of Assam.

## **15. PENAL MEASURE**

- 15.1. The Earnest Money Deposit furnished by a firm will be liable to forfeited in full (including excess amount of Earnest Money, if deposited), if the firm withdraws tender a whole or for any particular item at any stage during the tenure of tender fails/refuses to enter into written agreement once the rate for any/all item/s is/are accepted within the time specified when requested to do so by this Directorate and/or refuses to deposit Security Money. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.
- 15.2. The Security Money Deposit furnished by a Bidder is liable for forfeiture in full (including excess amount of Security Money, if deposited) along with cancellation of order without prejudice in the event of failure/refusal to maintain the delivery schedule and/or non-observance of terms & conditions of tender and/or contracted specification and/or quality/quantity and the authority will be at liberty to terminate the contract as a whole or part.
- 15.3. The price, at which the bidder sells the products of identical description to any other Government Directorate, Organization etc., shall not exceed the quoted rate. If such incident of quoting higher rate comes to the notice, the authority reserves the right to initiate legal/penal action against such firms.
- 15.4. In case, the delivery programme is not followed & the competent authority is compelled to procure the ordered articles from the open market at a higher rate than the accepted price in tender, in that case the excess cost incurred on the account will have to be borne by the firm which will deducted from their outstanding bill apart from forfeiture of Security Money in full. Besides, failure to maintain the delivery schedule/stoppage of supply may lead to termination of contract along with forfeiture of Security Money Deposit in full and such firms shall liable to be Black Listed for 3 (three) years.
- 15.5. The Tendering Authority reserves the right to test Vaccines in any reputed Laboratory having facilities for such under Public Sector and the Test Report will binding for taking positive action/cancellation of order against the bidder and/or its suppliers. The tendering authority reserves the right not to disclose the intensity of the Test House.
- 15.6. Non-compliance to any Terms & Conditions laid herein shall constitute a breach of Contract & penalty for non-compliance shall be enforced very rigidly.

## 16. GENERAL

- 16.1. No Tender/Tender pre-requisites such as Earnest Money Deposit, Sample etc., will be accepted after date & time of scheduled closing.
- 16.2. Conditional Tenders and Tenders not accompanied with the documents as mentioned shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
- 16.3. **SUBMISION OF HARD COPY OF FINANCIAL BID (BOQ) IS TOTALLY PROHIBITED & ONLY BE UPLOADED THROUGH E-TENDER PORTAL. DISCLOSURE OF RATE IN THE TECHNICALBID WILL LEAD TO REJECTION OF BID.**
- 16.4. Any addendum/corrigendum/extension of validity period will be notified at **NIC e-tender portal <http://www.assamtenders.gov.in>** as it is not possible to inform each.
- 16.5. The uploaded document in the tender without containing necessary enclosures and incomplete or tampered documents shall be rejected at the time of evaluation without any further notice to the bidder.
- 16.6. In case of products with Brand Name, the Tendering Firm is required to mention the **“Brand Name”** against each item.
- 16.7. The offer may go to the next bidder, if the successful bidder fails to perform the contract.
- 16.8. No negotiation/enquiry/subsequent representation regarding rate/ quantity/ quality or otherwise will be entertained after scheduled closing time. No import license, any sort of permit etc. in respect of any item will be provided from this Directorate and the tendering firm should have rely on their own resources.
- 16.9. The undersigned reserves the right to reject any or the entire tender at any stage without assigning any reason thereof.
- 16.10. The Director of A. H. & Veterinary Deptt, Assam, reserves the rights to reject the tender of Black Listed Companies.

## 17. MISCELLANEOUS

- 17.1. The bidder shall offer guarantee to the effect that the goods/stores/articles would continue to conform to the description and quality as specified that is up to the date of expiry or at least for next one year from the date of delivery.
- 17.2. Latest guidelines pertaining to purchase of stores issued by the Government of Assam will be followed provided that there is no specific instruction of the Tender Committee in this regard.

- 17.3. Any dispute/difference arising out of this Tender will be referred to the sole arbitrator to be appointed by A.H. & Veterinary Department, Assam and the same will be held at Assam.
- 17.4. When a Tendering Firm submitted their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, term & conditions of this tender. No extra payment will be made on the pretext that the Tendering Firm did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a contract between the parties.
- 17.5. A HELP DESK for implementation of e-tender is available at National Informatics Centre (NIC), e-tendering cell, Dispur, Guwahati-06 to help and guide the prospective bidders about their registration, digital signature certificate and allied matter.
- 17.6. All notice intended to be served on the bidder will be deemed to have been duly served, if sent under certificate of posting or Registered post to the address mentioned in the tender or by any other process permissible under civil law.
- 17.7. ALL INSTRUCTIONS GIVEN EITHER IN THE CATALOGUE OF ITEM, TENDER NOTICE, TENDER AND/ ORDER FORM ARE BINDING ON THE BIDDER AND ARE PART OF TERMS AND CONDITIONS.
- 17.8. In the event of delay/non-availability/garbled printout/inconvenience in getting access to the Website for downloading tender documents, the authority will not be held responsible. Every document uploaded by the bidder should be clear, legible otherwise it will not be considered for acceptance.

(D)

**ANNEXURE-I (Affix Court fee stamp / IPO here)**  
**BID FORM**

**(To be furnished in the Company's Official Letter Head Pad with full Address with contact no. Telephone no. FAX No., e-mail Address, Website etc.)**

Ref. No. -----

Dated.....

To

The Director  
A. H.& Veterinary Department, Assam,  
Chenikuthi, Guwahati-781022

**Sub: NIT for Supply of Foot & Mouth Disease (FMD) Vaccine for the Directorate A.H. & Veterinary, Assam for the year 2018-19.**

Sir,

With reference to your online N.I.T.# .....  
.....I/We.....  
.....the Proprietor / Authorized Nominee/s (of the Firm ..... ) are  
hereby furnishing my/our rates for the item tendered for, as per your specification, terms & conditions to the A.H. & Veterinary Department, Govt. of Assam for supply of FMD Vaccine for the year 2018-19 & 2019-20.

Should this tender be accepted, I/We hereby agree to abide by & fulfill all the terms & conditions laid down in the online N.I.T. and the particulars available in the Tender Notice & the details given in the specification / Description or in default thereof to forfeit & pay the Governor of the state of Assam, or his successor in office the penalties/sums/or of money that may be imposed by the Director of Animal Husbandry & Veterinary Department, Assam, the earnest money deposited herewith or from other money deposited by me/us or from the bills that will be payable to me/us for the supplies to be made.

I/We also agree that the decision of the Director of Animal Husbandry & Veterinary Department, Assam in all matters in respect of this online tender will be final & binding on me.

I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited.

I am/We are well acquainted with the facts about the firm and the information provided in the tender is true & correct.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

**ANNEXURE-II**  
**Check List to be submitted by tenderer**

Sl.	Description	Remarks	Page No.
1	Tender Fees		
2	Scanned original Court fee stamp Rs.8.25/- or IPO of Rs.10/- (Non-refundable)		
3	Scanned original EMD depositor Document to be uploaded.		
4	Bid Form duly signed (ANNEXURE-I).		
5	Check List duly signed (ANNEXURE-II)		
6	Sole owner / proprietorship / partnership / Pvt. Ltd / limited firm registration certificate		
7	Declaration of the tenderer (ANNEXURE-III) for acceptance of all the terms and conditions incorporated in the tender documents.		
8	Original Certificate issued by Registered Chartered Accountant stating Annual Turnover for last 3 years (2015-16, 2016-17 & 2017-18). The Annual turnover for manufacturers should not be less than Rs.5 crore (Rupees Five Crore) only & Small Scale Industries of the State of Assam should not be less than Rs.1 Crore (Rupees one crore) only.(ANNEXURE-IV)		
9	Original document of Manufacturer's Authorization Certificate (ANNEXURE-V) for company's authorized distributors / Stockiest / dealer / agent etc.		
10	Original documents of Latest (renewed & up-to-date) Manufacturing License for the products (Veterinary Vaccine) duly approved by the competent authority for the products quoted in the tender.		
11	Scanned Certificate of Good Manufacturing Practice (GMP) from the concerned Authority conform the revised <i>Schedule 'M' or 'T'</i> .		
12	Scanned original Non-conviction Certificate (Latest) issued by Drug Controller of the concerned State.		
13	Scanned original of IT Return of the tenderer for last three years i.e.2015-16, 2016-17& 2017-18 to be uploaded.		
14	Statement of MRP etc. for the item quoted (ANNEXURE-VI)		
15	Declaration of the bidder / products for neither blacklisted nor suspended / Neither sub-standard nor spurious for quoted items (ANNEXURE-VII) in the form of affidavit on or after the date of publication of Tender Notice.		
16	N.I.T. to be uploaded as a token of acceptance		
17	Scanned original document of PAN.		
18	Scanned original document of Drug License.		
19	Scanned original document of Trade License.		
20	Scanned original document of GST Registration Certificate		
21	Product Literature of FMD Vaccine quoted should be uploaded		

Signature of Tenderer (Seal):

## **ANNEXURE-III**

### **DECLARATION OF THE TENDERER**

1. That, I / We ..... am / are the Director / Proprietor of the firm.....
2. That, I / We hereby submit tender to the Director, A. H. & Veterinary Department, Assam, Guwahati-3 for the Supply of FMD Vaccine for the period of 2018-20 as requested by the consignee.
3. That, I / We have read the terms and conditions as mentioned in this e-tender form carefully and that, I shall / we will abide by all the terms and conditions contained therein.
4. That, I am / we are well acquainted with the facts about the firm and the information provided in the tender form is true and correct.
5. That, I / we may be punished as per law for any wrong information misleading facts provided in the tender form, besides rejection of my / our e-tender.
6. In case of any disputes, the jurisdiction will be Guwahati High court only.
7. I / We am / are bound to supply the items in the tender document is of best quality and shall be strictly in accordance with the specifications and particulars contained / mentioned in the catalogue of medicines and chemicals (B), during the period of validity of the tender. I / we hereby guarantee that the said vaccine supplied by me / us during the period of validity of the contract, would continue to confirm to the description and quality aforesaid during the rate contract period.
8. I / we am / are bound to supply the indented vaccine within 30 days or as specified by the indenting authority. Failing which I / we am / are liable to pay penalty as per the terms and conditions mentioned in the penalty clause of this tender form.

I have carefully read the general & specific terms and condition of the tender for Purchase of Veterinary Vaccine and solemnly declare that the terms & conditions are acceptable to me and binding on me.

Place:

Signature of Tenderer (Seal):



## ANNEXURE-IV

### ANNUAL TURNOVER CERTIFICATE

(Manufacturer)

The Annual Turnover of M/s. \_\_\_\_\_

Address \_\_\_\_\_

for the past two years are given below and certified that the statement is correct as per the records.

Sl. No.	Year	Turnover (Rs. in lakhs)	Rupees In words
1	2015-16		
2	2016-17		
3	2017-18		

Date:

Signature of the Registered Chartered Accountant

Seal

Date:

**ANNEXURE-V**

**MANUFACTURERS' AUTHORIZATION FORM\***

Ref No. ....

Dated .....

To

.....  
.....  
.....

Dear Sir,

NIT No. : .....

We ..... who are established and reputable manufacturers of ..... *(name and description of goods offered)* having factories at ..... *(address of factory)* do hereby authorize M/s ..... *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above NIT.

No company or firm or individual other than M/s ..... are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific NIT. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Terms and Conditions of Contract for the goods and services offered for supply by the above firm against this NIT.

Yours faithfully,

(Name)  
(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.*

\* *Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited*

**ANNEXURE - VI**

**DECLARATION**

I / We \_\_\_\_\_ the Proprietor/ Authorized  
Nominee(s) of the Firm \_\_\_\_\_ hereby submit  
the details of rates hereunder for the FMD Vaccine quoted in the Tender for the  
year 2018-2020.

<b>Sl. No.</b>	<b>Specification</b>	<b>M.R.P. (Rupees In words)</b>

Place:

Signature of the Bidder with Seal

Date:

**ANNEXURE - VII**

**AFFIDAVIT**

**DECLARATION**

I/ We \_\_\_\_\_ the Proprietor/ Authorized Nominee(s) of the Firm M/s. \_\_\_\_\_ hereby declare that, our Firm / Products have not been black listed / suspended / not been declared sub-standard / spurious for the year 2015-2016 , 2016-2017and 2017-18 and till date.

That, I am / we are well acquainted with the facts about the firm / products / I may be punished as per law for any wrong information, misleading facts provided in this regard.

Place:

Date:

Signature of the Bidder with Seal

NB: Declaration is to be uploaded in the form of Affidavit

(E)

**BILL OF QUANTITIES (BOQ)**

**(FINANCIAL BID)**

<b>SI No.</b>	<b>Description of item</b>	<b>Quantity (in doses)</b>	<b>Rate without tax</b>	<b>Rate with tax</b>
1	FMD oil adjuvant vaccine as per IP	65,00,000		

Gross Total Cost: Rs. ....

(Rupees .....)

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. ....(amount in figures ) (Rupees .....  
.....) (amount in words) within the period specified in the Invitation for Quotations.

We also confirm that the normal Financial Bid warrantee/guarantee of ..... months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

**Signature of Supplier**