

# **BIDDING DOCUMENTS**

**FOR**

**FMD oil adjuvant vaccine incorporated  
with the following vaccine strains:-**

- a. Trivalent ('A', 'O' and 'Asia-1')**
- b. (i) Type 'O'- IND R2/75  
(ii) Type 'A'- IND 40/2000  
(iii) Type 'Asia 1'- IND 63/72**
- c. Oil- adjuvant (safe and of proven efficacy)**
- d. Routes of administration: I/M**
- e. Shelf life: Minimum one year at the time of supply**
- f. Period of immunity: Not less than 9 months**

**Closing date and time for Receipt of Bids  
( 10 - 11 -2014 at 1500 Hours)**

**GOVERNMENT OF INDIA  
MINISTRY OF AGRICULTURE  
SMALL FARMERS AGRI-BUSINESS CONSORTIUM  
DEPARTMENT OF AGRICULTURE & COOPERATION  
3,SIRI INSTITUTIONAL AREA, AUGUST KRANTI MARG,  
NEW DELHI- 110016**

## TABLE OF CONTENTS

<b>SECTION</b>	<b>SUBJECT</b>	<b>PAGE</b>
I	INVITATION FOR BIDS	2-3
II	INSTRUCTIONS TO BIDDERS	4-16
III	CONDITIONS OF CONTRACT	17-27
IV	SCHEDULE OF REQUIREMENTS	28
V	TECHNICAL SPECIFICATIONS	29
VI	QUALIFICATION CRITERIA	30-31
VII	BID FORM AND PRICE SCHEDULES	32-33
VIII	BID SECURITY FORM	34
IX	CONTRACT FORM	35
X	PERFORMANCE SECURITY FORM	36
XI	PROFORMA CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT/PLANT	37
XII	INSPECTING AUTHORITY AND SPECIAL TEST DETAILS	38
XIII	LIST OF BANKS	39-41
XIV	PROFORMA FOR PERFORMANCE	42-43
XV	LIST OF CONSIGNEES	44

F.No. SFAC/1-1/1/2014-ABU  
**SMALL FARMERS AGRI-BUSINESS CONSORTIUM(SFAC)**  
Ministry of Agriculture  
DEPARTMENT OF AGRICULTURE & COOPERATION  
3, Siri Institutional Area, August Kranti Marg,  
New Delhi - 110016

Dated: **31 October, 2014**

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**RE-TENDER NOTICE**

Closing date & Time for Receipt of Bids: 10-11-2014 at 03.00 PM (1500 hours)  
Bids opening Date and Time : 10-11-2014 at 03.30 PM (1530 hours)

e-Bids are invited from Indian manufacturers for supply of the following item:-

Item No.	Brief Description of Goods	Quantity	Amount of Bid security
1.	FMD oil adjuvant vaccine incorporated with the following vaccine strains;- <b>a. Trivalent ('A', 'O' and 'Asia-1')</b> <b>b. (i) Type 'O'- IND R2/75</b> <b>(ii) Type 'A'- IND 40/2000</b> <b>(iii) Type 'Asia 1'- IND 63/72</b> <b>c. 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	<b>3280 lakh</b>	<b>Rs. 3,46,00,000.00</b> <b>doses for the</b> <b>year 2014-15 &amp; 2015-16</b> <b>(within validity period)</b>

2. Qualification requirements are indicated in Section VI of the bidding document.

3. The **e-bidding** documents may be downloaded from our **website [www.sfacindia.com](http://www.sfacindia.com) & Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/eprocure/app>**. The Bidders downloading the Bidding Documents need to attach a Demand Draft towards cost of Bid Document along with Technical Bid as detailed above. The Bids without cost of Bid Documents shall be summarily rejected.

4. All bids must be accompanied by a Bid Security as specified in Clause 15 read with Instructions to Bidders (I.T.B.) and Section IV of Schedule of Requirements of the Bidding Document and must be filed **electronically only** on or before 1500 Hours (Indian Standard Time) on 10-11-2014. Late bids will be rejected. Bids will be opened electronically at SFAC, New Delhi at 1530 hours (IST) on 10-11-2014. The bidders will be able to view it simultaneously online at their end.

5. In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.
6. It is the responsibility of the Bidders to ensure that their Bids are filed electronically, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected. The last date for filing of bids, complete in all respects, is 10-11-2014 at 1500 hours.
7. The Bid Documents are not transferable.

Director(P)  
SFAC, New Delhi

## SECTION II INSTRUCTION TO BIDDERS (ITB)

CLAUSE NUMBER	TOPIC	PAGE
<b>A</b>	<b>INTRODUCTION</b>	
01	Source of funds	6
02	Eligible bidders	6
03	Cost of bidding	6
<b>B</b>	<b>BIDDING DOCUMENTS</b>	
04	Content of bidding documents	6
05	Clarifications of bidding documents	6
06	Amendment of bidding documents	6
<b>C</b>	<b>PREPARATION OF BIDS</b>	
07	Language of bid	7
08	Documents comprising the bid	7
09	Bid form	7
10	Reservation of Bid Quantity	8
11	Bid prices	8
12	Bid currencies	9
13	Documents establishing bidder's eligibility and qualifications	9
14	Documents establishing goods eligibility and conformity to bid documents	9
15	Bid security	9
16	Period of validity of bids	10
17	Format and signing of bid	10
<b>D</b>	<b>SUBMISSION OF BIDS</b>	
18	Sealing and marking of bids	11
19	Deadline for submission of bids	11
20	Late bids	12
21	Modification and withdrawal of bids	12
<b>E</b>	<b>BID OPENING AND EVALUATION</b>	
22	Opening of bids by purchaser	12
23	Clarification of bids	13
24	Preliminary examination	13
25	Evaluation and comparison of bids	14
26	Contacting the purchaser	15
<b>F</b>	<b>AWARD OF CONTRACT</b>	
27	Post qualification	15
28	Award criteria	15
29	Purchaser's right to vary quantities at time of award	16
30	Purchaser's right to accept any bid and to reject any or all bids	16
31	Notification of award	16
32	Signing of contract	16
33	Performance security	16
<b>34</b>	<b>Integrity Pact</b>	<b>16</b>

## **SECTION II – INSTRUCCIONES TO BIDDERS (ITB)**

### **A. INTRODUCTION**

#### **01 Source of funds.**

01.01 The SFAC, New Delhi is expected to receive funds from the Ministry of Agriculture, Department of Animal Husbandry Dairying & Fisheries (DADF), Krishi Bhavan, New Delhi during the current and forthcoming financial years towards purchase of FMD vaccines for FMD control programme of DADF and intends to apply part of these funds to eligible payments under the contract(s) for which this Invitation for Bid is issued.

#### **02 Eligible bidders**

02.01 This Invitation for Bid is open to all the eligible **Indian manufacturers** only.

#### **03 Cost of bidding.**

03.01 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Managing Director, SFAC, New Delhi hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B THE BIDDING DOCUMENTS**

#### **04 Content of bidding documents.**

04.01 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- |                               |                                  |
|-------------------------------|----------------------------------|
| a. Instruction to Bidders.    | b. Conditions of contract.       |
| c. Schedule of Requirements   | d. Technical Specifications      |
| e. Qualification Requirements | f. Bid Form and Price Schedules  |
| g. Contract Form              | h. Special Warranty provisions & |
| i. Proforma                   |                                  |

04.02 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

#### **05 Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by e-mail at the purchaser’s mailing address indicated in the Invitation for Bid. The purchaser will **respond through a consolidated Corrigendum on CPP Portal** to any request for clarification of the bidding documents, which it receives no later than 5 (Five) days prior to the deadline for submission of bids prescribed by the purchaser.

## **06 Amendment of bidding documents.**

06.01 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

06.02 The amendment will be notified ***through a consolidated Corrigendum on CPP Portal*** and this will be binding on all the bidders.

06.03 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at his discretion, extend the deadline for the submission of bids.

## **C. PREPARATION OF BIDS**

### **07. Language of bid.**

07.01 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.

07.02 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, may be written in the Hindi Language, provided that the same is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

### **08 Documents comprising the bid.**

08.01 ***The bid prepared by the bidder shall comprise of the following components: -***

#### ***A technical bid and a financial bid.***

***The technical bid should comprise of the following documents:***

- i) Scanned copy of EMD/Tender Fee - Bid Security furnished in accordance with clause 15.***
- ii) Pre-qualification proposal - Documentary evidence established in accordance with clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted,***
- iii) Detailed technical proposal - Documentary evidence established in accordance with clause 14 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents***
- iv) Scanned copy of Tender Acceptance Letter***

***The Financial bid should contain price schedule completed in accordance with clauses 9,11 and 12. Price Bid should be prepared only in Excel sheet for BoQ(Bill of Quantity) provided along with this tender.***

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**9. Bid form.**

The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, quantity and prices.

**10. Reservation of Bid quantity.**

- a) **Total supply of 3280 lakh doses for the year 2014-15 and First round of 2015-16 (within validity period of tender)** out of which 60% of the quantity shall go to L-1 bidder and the remaining quantity shall be distributed amongst other eligible bidders on pro-rata basis, based on their respective established production capacities, which they would also need to supply at the L-1 rate and on same terms and conditions.
- b) **Each bidder shall indicate their established capacity of manufacturing of vaccines per month and total for the financial year 2014-15. The supply orders as per the allocation criteria vide para 10(a) above would be subject to their ability to supply the required quantities of FMD vaccine.**
- c) **In case of failure of any supplier to supply the quantities assigned/ apportioned, as above, to him, either fully or partially, for whatsoever reasons, the purchaser reserves the right to procure additional quantity to the extent of such deficit/short supply, from L1 or any other successful bidder. Such supplies shall also be made at L1 rates and on the same terms and conditions.**

**11. Bid Prices.**

11.01 The bidder shall indicate on the appropriate price schedule attached to these documents the unit prices and total bid prices of goods it proposes to supply under the contract.

11.02 Prices indicated on the price schedule shall be entered separately in the following manner:

- i) the price of the goods, quoted ex-factory, including customs , excise and any other duties and sales and other taxes already paid or payable on the components and material used in the manufacture of the goods quoted ex-factory or

- ii) any sales and other taxes/duties which will be payable on the goods in India if the contract is awarded,
- iii) charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods to their final destination.

11.03 Prices quoted by the bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 24.

## **12 Bid currencies.**

The prices shall be quoted in Indian rupees.

## **13 Documents establishing bidder's eligibility and qualifications:**

13.01 Pursuant to clause 08, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.02 The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under clause 08.

13.03 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction: **As per section VI – Qualification Criteria.**

## **14. Documents establishing good's eligibility and conformity to bidding documents.**

Pursuant to clause 08, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.

## **15. Bid security.**

15.01 Pursuant to clause 08, the bidder, who is not registered with the DGS&D/NSIC/ the Department, shall furnish as part of its bid, a bid security of an amount specified in ITB.

15.02 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 15.07.

15.03 The bid security shall be demonstrated in Indian Rupees and shall be in the form of Fixed Deposit Receipts or Banker's Cheque or Account Payee Demand Drafts or Bank Guarantees (in the prescribed proforma given in section X issued by any of the commercial banks as per section XIII).

15.04 Any bid from a bidder, who is not registered with the DGS&D/NSIC and who fails to furnish Bid Security (furnish a notarized copy of the registration certificate for the item quoted), not secured in accordance with clause 15.01 and 15.03, will be summarily rejected by the purchaser, as non-responsive, pursuant to clause 24.

15.05 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 15, but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.

15.06 The successful bidder's bid security will be discharged /returned upon the bidder executing the contract pursuant to clause 32 and furnishing the Performance security, pursuant to clause 33.

15.07 The bid security may be forfeited:

- a) If a bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form or;
- b) In the case of a successful bidder, if the bidder fails  
to sign the contract in accordance with clause 32 or  
to furnish Performance security in accordance with clause 33.

## 16. **Period of validity of bids.**

16.01 Bids shall remain valid for 14 months after the date of bid opening prescribed by the purchaser, pursuant to clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive. The validity of bid may be increased at the discretion of purchaser.

16.02 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

## 17. **Format and submission of bid.**

***The bidders shall submit their bids only on c-ppp portal (on-line). Detailed instructions to bidders for on-line bid submission is given below:***

### ***Instructions to Bidders for Online Bid Submission:***

*As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.*

*More information useful for submitting online bids on the CPP Portal may be obtained at:*

*<https://eprocure.gov.in/eprocure/app>.*

## **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.*
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.*
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.*
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.*
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.*
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.*

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.*
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.*
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.*

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.**
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.**
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.**

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.**
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.**
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.**
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**
- 5) If the prices bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have**

*been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.*

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.*
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.*
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.*
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.*
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.*

## **18. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.*
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.*

## **19. Deadline for submission of bids.**

**19.01** *Bids must be received by the purchaser no later than the time and date specified in the invitation for bids (Section I).*

19.02 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with clause 06, 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.

## **20. Late bids.**

*Since it is an online process of bidding, the system will not accept any late submission of bids.*

**21. Modification and withdrawal of bids.**

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

**E. BID OPENING AND EVALUATION**

**22. Opening of bids by purchaser.**

***The purchaser will open bids at the time and date specified in the invitation for bids. The bidders can witness the bid opening from their own computers on the CPP Portal without the need for physical presence.***

**23. Clarification of bids.**

To assist in the examination, evaluation and comparison of bids online, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**24. Preliminary examination.**

24.01 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

24.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.

24.03 Prior to the detailed evaluation, pursuant to clause 25, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to base on the contents of the bid itself without recourse to extrinsic evidence.

24.04 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24.05 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24.06 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

## **25. Evaluation and comparison of bids.**

25.01 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive, pursuant to clause 24 and technically acceptable.

25.02 The purchaser's evaluation of a bid will include and take into account:

In the case of goods manufactured indigenously excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder and on Free Delivery at Site basis (District headquarters).

25.03 The purchaser's evaluation of bid will take into account, in addition to the bid price the following factors, in the manner and to the extent indicated in clause 25.04 and in the 'Technical Specifications':

- a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
- b) delivery schedule offered in the bid,
- c) deviations in payment schedule from that specified in the conditions of contract, and
- d) the cost of guarantee/warranty

25.04 Pursuant to clause 25.03, following evaluation methods will be followed:

- a) Inland transportation, insurance and incidentals:

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site. These costs incurred in India shall be quoted in Indian Rupees. This cost will be added to the bid price.

- b) Delivery schedule:

The purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The Bids offering delivery beyond the stipulated delivery period will be treated as unresponsive.

- c) Deviation in payment schedule:

Bidders shall state their bid price for the payment schedule outlined in the conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such

alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected bidder.

d) **Guarantee/warranty:**

Bidder's bid shall include guarantee/warranty for a period specified in Technical Specification from the date of delivery of goods to the consignee. In case this element is quoted at extra cost, such cost will be added to the bid price for ranking purpose.

**26. Contacting the purchaser.**

26.01 Subject to clause 23, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

26.02 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

**F. AWARD OF CONTRACT**

**27. Post-qualification.**

27.01 Notwithstanding the 'Qualification Requirements' set out in section VI the purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.

27.02 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to clause 13, as well as such other information as the purchaser deems necessary and appropriate.

27.03 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**28. Award criteria.**

Subject to clause 30 and clause 10, the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**29. Purchaser's right to vary quantities at the time of award.**

The purchaser reserves the right at the time of award **or within the validity period of offer** to increase or decrease the quantity of vaccines upto 50% of the tender

quantity specified in the 'Schedule of Requirements' without any change in prices or other terms and conditions.

### **30. Purchaser's right to accept any bid and to reject any or all bids.**

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action. ***However, the bidder can question the bidding document conditions, bidding process and/or rejection of its bid, on which appropriate decision will be taken by the purchaser as per law and communicated to the bidder.***

### **31. Notification of award.**

31.01 ***The e-procurement module allows the purchaser to notify award of contract to the successful bidder through the online process.***

31.02 The notification of award will constitute the formation of the contract.

31.03 Upon the successful bidder's furnishing of Performance Security, pursuant to clause 33, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to clause 15.

### **32. Signing of contract.**

32.01 At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

32.02 Within seven (07) days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the purchaser.

### **33. Performance Security.**

33.01 Within fifteen (15) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance security in accordance with the conditions of contract, in the Performance security form provided in the bidding documents or another form acceptable to the purchaser.

33.02 Failure of the successful bidder to comply with the requirement of clause 32 or clause 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may like to award to the next lowest evaluated bidder or call for new bids.

### **34. Integrity Pact**

All bidders and the purchaser will enter into an Integrity Pact as per Section XVI (pdf file).

### **SECTION III-CONDITIONS OF CONTRACT (COC)**

<b>Clause Number</b>	<b>Topic</b>	<b>Page Number</b>
01	Definitions	18
02	Application	18
03	Country of origin	18
04	Standards	19
05	Use of contract documents and information	19
06	Patent rights	19
07	Performance security	19
08	Inspection and tests	20
09	Packing	21
10	Delivery and documents	21
11	Insurance	22
12	Transportation	22
13	Warranty	23
14	Payment	23
15	Prices	23
16	Change orders	24
17	Contract amendments	24
18	Assignment	24
19	Delays in suppliers' Performance	24
20	Liquidated damages	25
21	Termination for default for interest	25
22	Force Majeure	26
23	Termination for insolvency	26
24	Termination for convenience	26
25	Resolution of disputes	27
26	Governing language	27
27	Applicable law	27
28	Notices	27
29	Taxes and duties	27



## **SECTION III-CONDITIONS OF CONTRACT (COC)**

### **01 Definitions-**

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

- 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 attachments and appendices thereto and all documents incorporated by reference therein;
- b) “the contract price” means the price payable to the supplier under the contract for the full and proper Performance of its contractual obligations;
- c) “the goods” means, oil adjuvant, trivalent FMD vaccine incorporated with the vaccine strains as described in the tender notice and section IV: Schedule of requirements.
- d) “services” means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services and other such obligations of the supplier covered under the contract;
- e) “the purchaser” means the Managing Director, SFAC, New Delhi and includes its successors or assignees;
- f) “the supplier” means Indian Manufacturers of FMD vaccine under the contract.
- g) “the Director(P)” means the Director(P), SFAC, Department of Agriculture & Cooperatoin, New Delhi , and any officer of the SFAC, New Delhi who is authorized for the time being to execute relevant contracts relating to the purchase and supply of goods on behalf of the Managing Director, SFAC, New Delhi.

### **02 Application**

These conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract:

### **03 Country of origin**

All goods and services supplied under the contract shall have their origin in India.

#### **04 Standards**

The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specifications'.

#### **05 Use of contract documents and information.**

05.01 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the Performance of the contract. Disclosure to any such employed person shall be made confidential and shall extend only so far as may be necessary or purposes of such Performance.

05.02 The supplier shall not, without the purchaser's prior written consent, make use of any documentary information enumerated in clause 05.01 except for purposes of performing the contract.

05.03 Any document other than the contract itself, enumerated in clause 05.01, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's Performance under the contract if so required by the purchaser.

#### **06. Patent rights**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in the purchaser's country.

#### **07. Performance security.**

07.01 Within fifteen (15) days after the purchaser's issue of notification of award, the supplier, whether or not registered with the DGS&D/NSIC shall furnish Performance security to the purchaser for an amount of 5% (five percent) of the contract value, valid up to 90 (ninety) days after the completion of Performance obligations excluding warranty obligations.

07.02 The proceeds of the Performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

07.03 The Performance security shall be denominated in Indian Rupees and shall be in the form of a Fixed Deposit Receipts or Banker's Cheques or Account Payee Demand Drafts or Bank Guarantees (in the prescribed proforma given in section X issued by any of the commercial banks as per section XIII).

07.04 The Performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's Performance obligations excluding the warranty obligations under the contract.

## **08 Inspection and tests**

08.01 The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The 'Technical Specifications' and 'Inspection authority and test details' indicated in section XII shall specify what inspections and tests, the purchaser required and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.

08.02 The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

08.03 Should any inspected or tested goods fail to conform to the specifications, **SFAC, as** purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45(forty five) days of intimating such rejection.

08.04 The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

08.05 Nothing in clause 08 shall in any way release the supplier from any warranty or other obligations under the contract.

## 09 **Packing.**

09.01 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.

09.02 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract and subject to clause 16, in any subsequent instructions ordered by the purchaser.

09.03 Packing instructions:

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

- a) brief description of goods,
- b) contract no. and date,
- c) supplier's name and address,
- d) packing list reference number
- e) batch number(s) of vaccine and
- e) consignee's name and full address.

## 10. **Delivery and documents**

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

For purposes of the contract, "F.O.B.", "C.I.F." and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them as specified in the notification of award.

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, indenter and the paying authority, the full details of dispatch and also shall supply following documents:

- (i) copies of supplier's invoice showing goods description, quantity, unit price and total amount,

- (ii) Consignment Note/acknowledgement for receipt of goods from the consignee(s),
- (iii) Manufacturer's /supplier's guarantee certificate,
- (iv) Inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report,
- (v) Certificate of origin and
- (vi) Any other document specified in the notification of award/contract.

## **11. Insurance**

11.01 The goods supplied under the contract, if considered necessary, shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.

11.02 Where delivery of the goods is required by the purchaser on a C.I.F. basis, the supplier shall arrange and pay for air insurance, making the indenter as the beneficiary. Where delivery is on F.O.S. basis, air insurance shall be the responsibility of the indenter.

11.03 In the case of C.I.F. contract, the supplier shall obtain the air insurance in an amount equal to 110% of the C.I.F. value of the goods from "warehouse to warehouse" on "all risks" basis including war risks and strike clauses. In the case of domestic contracts for delivery of goods to site, the insurance shall be obtained by the supplier, if considered necessary, in an amount equal to 110% of ex-works value of goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strike clause.

## **12. Transportation**

12.01 Where the supplier is required under the contract to deliver the goods C.I.F. or to a specified destination within India, transport of the goods to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

12.02 Where the supplier is required to affect delivery under any other terms, the supplier shall be required to meet all transport and storage expenses until delivery by maintaining proper cold chain.

12.03 In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.

12.04 The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.

### **13. Warranty**

13.01 The supplier warrants that the goods supplied under the contract incorporate all recent improvements unless provided otherwise in the contract.

13.02 The purchaser/indenter shall promptly notify the supplier in writing of any claims arising under this warranty.

13.03 Upon receipt of such notice, the supplier shall, with all reasonable speed, replace the goods, free of cost at the ultimate destination. No claim whatsoever shall lie on the purchaser for the replaced goods thereafter.

13.04 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

13.05 The warranty for defective goods will begin de novo from the date of replacement.

### **14. Payment**

The contract price shall be paid to the contractor on submission of a claim supported by the acceptance certificate issued by the consignee/purchaser's representative in the proforma given in section XI;

14.01 The supplier's request for payment shall be made to the Paying authority specified in the notification of award/contract in writing accompanied by an invoice describing, as appropriate the goods delivered and the services performed and upon fulfillment of other obligations stipulated in the contract. The supplier shall also enclose manufacturer's test certificate of each batch/lot of vaccine supplied alongwith the bill/invoice.

14.02 The paying authority on submission of claim by the supplier shall make payments promptly.

14.03 No payments will be made without the written authority of the purchaser.

### **15 Prices**

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

## **16 Change orders**

16.01 The purchaser may at any time, by a written order given to the supplier pursuant to clause 28, make changes within the general scope of the contract in any one or more of the following:

- a) specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser;
- b) the method of packing;
- c) the place of delivery or
- d) the services to be provided by the supplier.

16.02 If any such change causes an increase or decrease in the time required for, the supplier's Performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract delivery schedule and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within forty-five (45) days from the date of purchaser's change order.

## **17 Contract Amendments**

Subject to clause 16, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## **18 Assignment**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **19 Delays in the supplier's Performance.**

19.01 Delivery of the goods and Performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the "Schedule of Requirements".

19.02 Any unexcused delay by the supplier in the Performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:

- forfeiture of its Performance security.
- imposition of liquidated damages and/or
- termination of the contract for default.

19.03 If at any time during the Performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and Performance of services, 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, in which case the extension shall be ratified by the parties by amendment of the contract.

## **20 Liquidated damages**

#### 20.01 For delays:

Subject to clause 22, if the supplier fails to deliver any or all of the goods or perform the services within the time 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 percent of the delivered price of the delayed goods or under performed services for each week of delay or part thereof until actual delivery or Performance, up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

#### 20.02 For shortfall in Performance:

Recovery shall be made from the supplier for not meeting the guaranteed Performance/productivity of the goods during actual testing as detailed in 'Technical Specifications', a sum equivalent to one percent of the cost of the equipment/plant for each unit of shortfall in the guaranteed Performance/productivity, where applicable.

### **21 Termination for default for interest**

21.01 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 in part:

- a) if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or any extension thereof granted by the purchaser pursuant to clause 19,

**OR**

- (b) if the supplier fails to perform any other obligation(s) under the contract.

21.02 In the event the purchaser terminates the contract in whole or in part, pursuant to clause 22.01, the 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. However, the supplier shall continue Performance of the contract to the extent not terminated.

## **22 Force Majeure**

22.01 Notwithstanding the provisions of clause 19, 20 and 21 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.

22.02 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 restricted to, acts of the purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

22.03 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 reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the Force Majeure event.

## **23. Termination for insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to the supplier, if the supplier becomes a bankrupt or otherwise insolvent, 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.

## **24 Termination for convenience**

24.01 The purchaser, may by written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which Performance of work under the contract is terminated, and the date upon which such termination becomes effective.

24.02 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- (a) to have any portion completed and delivered at the contract terms and prices and/or
- (b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

## **25. Resolution of disputes**

25.01 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

25.02 If, after thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 25.03 below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum and/or national arbitration.

25.03 The dispute resolution mechanism to be applied pursuant to clause 25.02 shall be as follows:

- The agreement signed will be subject to Indian Laws.
- The purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- In case the informal negotiations fail, the Managing Director, SFAC, New Delhi or his representative shall be the arbitrator for resolution of all disputes. The provisions of the Arbitration and conciliation Act, 1996 (India) shall be applicable and the award shall be final and binding. The place of arbitration shall be New Delhi unless the Arbitrator directs otherwise.

## **26. Governing Language.**

The contract shall be written in the language of the bid, as specified by the purchaser in the 'Instructions to Bidders'. Subject to clause 27, that English version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

## **27 Applicable Law**

The contract shall be interpreted in accordance with the Laws of India.

## **28 Notices**

28.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or fax and confirmed in writing to the address specified for the purpose in the notification of award/contract.

28.02 A notice shall be effective when delivered or on the effective date of notice, whichever is later.

## **29 Taxes and Duties**

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser.

## SECTION IV: SCHEDULE OF REQUIREMENTS

### PART – I:

Item	Brief Description of Goods	Quantity	Delivery period
1. <b>FMD vaccine</b>	FMD oil adjuvant vaccine incorporated with the following vaccine strains:- <b>a. Trivalent ('A', 'O' and 'Asia-1')</b> <b>b. (i) Type 'O'- IND R2/75</b> <b>(ii) Type 'A'- IND 40/2000</b> <b>(iii) Type 'Asia 1'- IND 63/72</b> <b>c. 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	<b>3280</b> lakh doses for the year <b>2014-15 &amp; 2015-16</b> (within validity of tender)	Bidders may quote earliest delivery period

#### **Note:**

1. All the materials should be well packed to avoid any breakage during transit.
2. The supplier shall be solely responsible for shelf life of the FMD vaccine.
3. The warranty shall be as per Clause 13 of the Conditions of Contract. But if period as per Technical Specification is more, then that will be applicable. This period shall apply to all relevant clauses of Bidding documents.
4. Bidders shall submit their Bids in two parts as per clause 18.05 of Section-II – Instruction to Bidders (ITB).
5. Bidders shall submit their Performance statement as per Section VI – Qualification Criteria (Proforma- A) along with certificate from the users and copy of the orders for the equipment quoted.
6. Bid security (EMD) to be furnished in favor of **SFAC, New Delhi** (in case furnished in the form of Banker's Cheque or Demand Draft).

## SECTION – V

### TECHNICAL SPECIFICATIONS

#### SPECIFICATIONS OF FMD VACCINES:

- (A) Trivalent FMD oil adjuvant vaccine with the following strains: -
- (i) Type 'O'- IND R2/75
  - (ii) Type 'A'- IND 40/2000
  - (iii) Type 'Asia 1'- IND 63/72
- (B) Route of administration: I/M
- (C) Shelf life: Minimum one year at the time of supply
- (D) Period of immunity: Not less than 9 months
- (E) **Other conditions:**
- (a) The manufacturers shall have valid license from DCGI (Drug Controller General of India) for manufacture and marketing of the FMD vaccine of the above specifications.
  - (b) The FMD Vaccine shall be manufactured and quality assured as per Indian Pharmacopoeia (vet) in vogue.
  - (c) Firms will submit, as a matter of routine, five vials of each batch of vaccine to a designated laboratory. The DADF will have the right to get any number of vaccine vials tested for quality, if necessary.
  - (d) **Whenever tested, the FMD vaccines should generate a minimum of 1:48 SNT titre for serotype 'O' and 1:32 each for serotype 'Asia-1' & 'A'. If subjected for challenge test, the vaccine should give 75% protection against each serotype.**
  - (e) All the "In-house manufacturing and quality control data" of the supply batches shall be made available to the Department in confidence, if so demanded.
  - (f) The strains of the virus to be used for manufacturing vaccine may be changed if and when felt necessary with allowance of sufficient time.
  - (g) Temperature Monitoring Card will be provided by the firm in each box of vaccine.
  - (h) The cold chain maintenance of the supply of vaccine shall be ensured up to the designated District headquarter level.
  - (i) The quantity may be increased or decreased depending upon the requirement as per clause 29 of section II.

## **SECTION – VI**

### **QUALIFICATION CRITERIA**

(Referred to in Clause 13.03 of ITB)

1. The bidder must be an Indian manufacturer who has been licensed for commercial manufacture and supply of FMD vaccine in the country. In support of this, the bidder shall furnish performance statement in the enclosed Proforma 'A'.
2. The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.
3. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

**PROFORMA 'A'**

**PROFORMA FOR PERFORMANCE STATEMENT**

IFB No. :

Date of opening :

Time :

Name and address of the bidder :

Name and address of the manufacturer:

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remark indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof) if any
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the bidder

**SECTION - VII**

**BID FORM AND PRICE SCHEDULES**

Date  
IFB No.

To

The Managing Director,  
Small Farmers Agri-Business Consortium(SFAC),  
Department of Agriculture & Cooperaton,  
3, Siri Institutional Area, August Kranti Marg,  
New Delhi-110019

Dear Sir,

Having examined the bidding documents (including addenda Nos.), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform the entire incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 5 % (five percent) of the contract price for the due Performance of the contract (if applicable).

We agree to abide by this bid for a period of 180 (one hundred and eighty) days from the date fixed for bid opening under clause 22 of the instruction to bidders 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 bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this.....day of ....., 2014

Signature  
(in the capacity of)

Duly authorised to sign bid for and on behalf of.....

## PRICE SCHEDULE FOR GOODS

1	2	3	4					5	6	7
Sl. No.	Item Description	Quantity	Price per unit					Unit Price Including Ex-cise Duty [a+b+c+d+e+f]	Total Price Including Excise Duty (3*5)	Sales and other Taxes Payable, if Contract is awarded
			Ex-factory/ Ex-warehouse/ Ex-showroom/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and Forwarding (c)	Inland Transportation (d)	Insurance and Incidental costs (e)			

Total bid price in Rupees:

In words:

Signature of bidder

Name

Business Address

Place:

Date:

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

**SECTION VIII**

**BID SECURITY FORM (BANK GUARANTEE)**

Whereas.....[name of bidder] (hereinafter called "the bidder") has submitted his bid dated .....(date)for the supply of.....(hereinafter called "the bid").

KNOW ALL MEN by these presents that we ..... of .....having registered office at ..... (hereinafter called "the bank") are bound up to the ,SFAC,New Delhi (hereinafter call "the purchaser") in the sum of ..... for which payment will and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this .....day of ....., 2014

The conditions of this obligation are:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or

If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity, fails or refuses to execute the contract form, if required or; fails or refuses to furnish the Performance security, in accordance with the instructions to bidders.

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

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature and Seal of the Bank.

Date.....

Place.....

Witness.....

.....  
(Signature, name and address)

**SECTION IX**  
**CONTRACT FORM**

This agreement made the .....day of..... 2014 between the Managing Director, SFAC, New Delhi (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- the Technical Specifications,
- the Conditions of Contract and
- the purchaser’s Notification of Award

In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

Sl.No.	Brief description Of goods/services	Quantity to be supplied	Unit price	Delivery terms (FOB/CIF/FOR etc)
--------	--	----------------------------	------------	-------------------------------------

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said..... (for the purchaser)  
in the presence of .....

Signed, sealed and delivered by the said ..... (for the supplier)  
in the presence of.....

**SECTION X**  
**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

The President of India

Whereas.....  
(Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated.....2014 to supply (description of goods and services (hereinafter called "the contract")).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the 'Acceptance Certificate' issued by the purchaser's representative.

Signature and seal of the guarantor

Place  
Date

**SECTION XI – PROFORMA OF CERTIFICATE FOR ISSUE BY THE CONSIGNEE**  
**AFTER SUCCESSFUL SUPPLY OF FMD VACCINE.**

(Referred to in clause 14 of COC)

Name of the State ----- Name of the district-----

Subject: Certificate of supply of Vaccine.

This is to certify that FMD vaccine doses in accordance with the contract/technical specifications have been received in good condition as per the details indicated below:

1. No. of doses received----& Batch No.-----
2. Name/Designation of the  
Authorized official to receive Consignment
3. Complete address indicating Phone No. etc.
4. Name and address of Manufacturer
5. Date of receipt of vaccine
6. Comments on the condition of vaccine and supply in Cold Chain.
7. Entry number and date in the Stock Register.
8. Vehicle No. ferrying the FMD vaccine

Signature of authorized  
Officer with official seal

## SECTION XII

### **INSPECTION AUTHORITY & SPECIAL TEST DETAILS**

(Referred to in clause 08.01 of COC)

Inspection Authority	:	<b>Department of Animal Husbandry Dairying &amp; Fisheries, New Delhi and Small Farmers' Agribusiness Consortium (SFAC), New Delhi through their technical officers to be deputed for inspection.</b>
Inspection Officer	:	<b>Director (AH&amp;VS) of the concerned State Government and Director, SFAC authorized by SFAC for this purpose.</b>
Place of Inspection	:	<b>At the place of manufacturer/at the place of Supplies.</b>
Test Details	:	As given in technical specification sub paras b), c) & d) of para (E) thereof viz. other conditions.

SECTION XIII

**ANY COMMERCIAL BANKS**

(referred to in clause 15 of ITB and 07 of COC)

**The bid security shall be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form.**

**The amount of bid security fixed at Rs.3,46,00,000.00 ( Rupees Three Crore Forty Six Lakh only)**

NOTE:

1. The bank guarantee and extension letter, if any, shall be furnished on a non-judicial stamp paper from any of the commercial banks as above, failing which the bid will be treated as non-responsive and rejected.
2. Any commercial bank subject to change as per Reserve Bank of India notification.

**SECTION XIV**  
**PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the Managing Director, SFAC, New Delhi, (hereinafter called the purchaser) having agreed to release the 100% payment of net F.O.B. price under the terms and condition of a concluded contract No..... dated..... (hereinafter called 'the goods and services') to Messrs. ....(hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due Performance of the said contract.

We..... (hereinafter called 'the bank') at the request of the supplier do, as a primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claim is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding;

any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or;

the invalidity, irregularity or enforceability of the contract or;

any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the Performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully

paid and its claims satisfied or discharged or till the office of the, SFAC, New Delhi certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and Performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or Performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation, or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank further agree with the purchaser that the purchaser shall have fullest liberty without our consent, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of Performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Bank

Place:

Date :

## SECTION XV -- LIST OF CONSIGNEES

### FMD VACCINE CONSIGNEE:

Commissioner/Directors of Animal Husbandry & Veterinary Services/Animal Resources Development Department of following states:

1. Andhra Pradesh
2. Telangana
3. Delhi
4. Haryana
5. Karnataka
6. Kerala
7. Maharashtra
8. Punjab
9. Gujarat
10. Tamil Nadu
11. Uttar Pradesh
12. UT of A & N Islands
13. Lakshadweep
14. Dadra & Nagar Haveli
15. Daman Diu
16. Goa
17. Puducherry
18. Rajasthan and
19. Other states/UTs etc. as and when included in the FMD-CP.

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

Date:

To,

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**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)