

GOVERNMENT OF BIHAR
DEPARTMENT OF ANIMAL AND FISHERIES RESOURCES
Institute of Animal Health and Production, Bihar, Patna - 800014

SHORT TENDER NOTICE
FOR
SUPPLY OF AVIAN INFLUENZA PERSONAL PROTECTIVE EQUIPMENT (P.P.E.)
KIT

Short Tender is invited by the Director, Institute of Animal Health and Production, Bihar, Patna-14, from manufacturers/their authorized dealers/distributors under *TWO-BID-SYSTEM* (T-1: Technical Envelope and F-1: Financial Envelope) for supply of *Avian Influenza Personal Protective Equipment (P.P.E.) kit* for the period of at least two years from the date of rate finalization.

It is required to submit the technical and financial bid separately in two envelopes, **and these two envelopes are to be put in one envelope** super-scribed "**Tender for Avian Influenza Personal Protective Equipment (PPE) Kit**". It should be submitted in the office of **The Director, Institute of Animal Health and Production, Bihar, Patna-800014**, on or before **15.11.2016** by **01.30 PM**. The bid will not be received after due date and time. The technical bids shall be opened on same working day at **03.30 PM** in the undersigned's office. The date of opening of financial bid of only technically qualified tenders will be announced later.

A **pre-bid meeting** will be held on **08.11.2016 at 03.00 PM** in the office of the undersigned. Interested bidders may take part in the pre-bid meeting. Any suggestion/objection regarding this tender should be sent to the undersigned through E-mail-lrspatna@gmail.com at least one day prior to pre-bid meet.

The tender document can be downloaded free of cost from the departmental website www.ahd.bih.nic.in. The **Earnest Money Deposit (EMD) of Rs. 50000/- (Rupees Fifty thousand only)** in the form of Demand Draft /Bank Guarantee in favour of "**The Director, Institute of Animal Health and Production, Bihar, Patna**" payable at **Patna** should be placed in cover T-1 along with technical bid.

Any future clarification and/or corrigendum(s) shall be communicated through the undersigned on the departmental website: www.ahd.bih.nic.in.

The undersigned reserves the right to accept/ reject/amend any or all tenders fully/partially without assigning any reason.

(Dr Shatanand Brahmachary)
Director,
Institute of Animal Health & Production,
Bihar, Patna.

**GOVERNMENT OF BIHAR
DEPARTMENT OF ANIMAL AND FISHERIES RESOURCES
INSTITUTE OF ANIMAL HEALTH AND PRODUCTION
BIHAR, PATNA - 800014**

**SHORT TENDER NOTICE
FOR SUPPLY OF**

**Avian Influenza Personal Protective Equipment
(P.P.E.) Kit.**

Submitted by

TENDER TERMS & CONDITIONS

1- ITEMS UNDER TENDER PROCESS FOR SUPPLY

Short tender is invited by the Director, Institute of Animal Health and Production , Bihar, Patna -14 for supply of “ Avian Influenza Personal Protective Equipment (PPE) Kit ” with technical specifications as mentioned in Annexure- A , to the Institute of Animal Health & Production, Bihar, Patna-800014 for a period of at least two financial years from the date of rate finalization .

These kits are intended for keeping sufficient strategic reserve to tackle any eventuality and to carry out the control and containment operation of Avian Influenza in Bihar as per provisions of “*Action Plan for preparedness, control and containment of Avian Influenza* ” as prescribed by Govt. of India, Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries, New Delhi.

The sample of the PPE kit must be submitted before Technical Bid Evaluation Committee.

ELIGIBILITY FOR PARTICIPATION IN TENDER PROCESS

- a. The Manufacturers with valid manufacturing license/Certificate of Registration, issued by competent authority for manufacture of PPE Kit OR the Dealers/Distributors authorized by the manufacturing company in course of their regular business having valid certificate, are eligible to submit the tender.
- b. The items to be tendered must have quality standards.
- c. It must be noted that the tenderer should not have been black-listed by any Government /Semi-Government / Public Sector institutions in India under any contractual relation with them or pending legal/penal action.
- d. The undersigned reserves the right for insisting upon submission of Good Performance Certificate issued by any such agency.
- e. The registration certificate of manufacturing company must be valid at present and indicate that production of the PPE Kits is commenced and continued. Only provisional Registration of the item without commencement /continuation of production are not sufficient.
- f. The bidder company should clearly state whether the firm is registered with NSIC/SSI Unit.
- g. In case the tenderer is submitting tender as Dealer/Distributor of any manufacturing company, he must have valid certificate of appointment as Dealer/ Distributor issued by the manufacturing company.
- h. Non-compliance with the above conditions will render the tender disqualified.

2- HOW TO GET A TENDER DOCUMENT

Tender paper along with Terms & Conditions can be downloaded from website www.ahd.bih.nic.in. of the Department of Animal & Fisheries Resources, Bihar.

3- EARNEST MONEY DEPOSIT (EMD)

- a. An Earnest Money Deposit of Rs. 50,000- (Fifty thousand only) should be paid only in the form of Demand Draft/Bank Guarantee payable at Patna in favour of "The Director, Institute of Animal Health And Production, Bihar, Patna". The DD/BG for EMD shall be enclosed in Technical Bid envelope T-1.
- b. The EMD of unsuccessful bidders will be returned within 30 working days of rate finalization by Speed post/Regd. Post on the address mentioned in bid paper or hand-to-hand after proper authorization of the tenderer along with valid ID proof.
- c. The EMD of successful bidder will be retained till completion of supply and subsequent payment.
- d. The following categories of suppliers are exempted from payment of earnest money deposit-
 - (i) The firms registered with Director General of Supplies & Disposals, New Delhi for manufacture/Rate contract of tendered items.
 - (ii) Small Scale Industrial Units registered with Director of Industries, Bihar, for manufacture of tendered items.
 - (iii) The SSI units registered with National Small Industries Corporation and Small Industries Service Institute of Govt. of India for manufacturing of tendered items.
 - (iv) Government and Semi-Government Institutions of Bihar and undertakings of Government of India.
- e. In case of claim for exemption, the bidder must submit necessary documents / exemption certificate issued by appropriate authorities.
- f. The EMD is liable to be forfeited, in case the rates quoted by the tenderer are approved but the qualified tenderer refuses to enter into the agreement for supply.

4- MANNER OF SUBMISSION OF TENDER FORMS

It is required to submit the technical and financial bid separately in two envelopes-Technical Envelope-T1 and Financial Envelope- F1, **and these two envelopes are to be put in one envelope** super-scribed "**Tender for Avian Influenza Personal Protective Equipment (PPE) Kit**".

It should be submitted in the office of **The Director, Institute of Animal Health and Production, Bihar, Patna-800014**, on or before **15.11.2016** by **01.30 PM**. The bid will not be received after due date and time.

While opening of the bid, Technical Envelopes – T1 of all the bidders will be opened at first before the appropriate committee . After scrutiny of the technical envelope , the financial envelope of only technically successful bidders will be opened. The bidders or their authorized representatives may remain present at the time of bid opening.

The essential documents as mentioned below must be kept in *Technical Envelope T1*.

(A) Technical Envelope - T1 (Technical Bid)

The technical information in the form of self-attested photocopies of following documents is mandatory-

- (i) Manufacturing license with details of validity for the manufacturer/Certificate of valid appointment as authorized Dealer /Distributor, issued by the manufacturing company for the dealer/distributor.
- (ii) VAT/Sales/Commercial Tax Registration Certificate of the manufacturing/dealer/ distributor Unit, with registration number/TIN, valid on the date of submission of the tender in Bihar State.
- (iii) Demand Draft / Bank Guarantee for Earnest Money Deposit OR Certificate of exemption for Earnest Money Deposit from the concerned authorities.
- (iv) PAN of tendering firm and its proprietor.
- (v) Warranty and guaranty details.
- (vi) Declaration duly signed by the tenderer (Annexure-C).
- (vii) Check list duly signed (Annexure - E).
- (viii) Last three years' annual report, audited financial statement and Income Tax Returns of the bidding firm.
- (ix) Detailed technical information of the tendered items.
- (x) Information brochure of the quoted tender items.
- (xi) Details regarding experience of supply of tendered items in the last three years, if any.
- (xii) Self attested Copies of all the above original documents should be kept in Technical Envelope T1 and the originals should be kept ready for submission on demand.

Tender submitted by the tenderer must be enlisted with all specifications, presentation, packing in the Annexure (D) and the Annexure (D) must be provided in the Technical Envelop T I.

(B) Financial Envelope F1 (Financial Bid)

Only the rates of tendered item should be quoted in Financial Bid in Annexure-B.

(C) Tenders sent by registered Post / Speed Post / Courier/Hand to Hand will be accepted.

(D) The firm making any undue effort to bring pressure from outside/departmental authority will be liable for outright rejection.

5. HOW TO QUOTE RATES

- a. Rates for supply of Avian Influenza Personal Protective Equipment (PPE) Kits as mentioned in *Annexure- A* should be quoted for F.O.R. destination at the Institute of Animal Health & Production, Bihar, Patna-800014.
- b. The rates should be quoted inclusive of all taxes applicable.

- c. Rate for each item of PPE Kit individually and for unit of complete PPE Kit set must be quoted in the tender.
- d. Tax structure as per VAT / CST as applicable, must be followed.
- e. Rates must be submitted only in Annexure-B.
- f. Tenderers should mention make of the Avian Influenza Personal Protective Equipment (PPE) Kits.
- g. The tenderer should also specify whether the Avian Influenza Personal Protective Equipment (PPE) Kits are imported/indigenous and adhere to ISI/ISO standard.
- h. The tenderer is required to give guarantee for exact fitness, satisfactory performance and premature wear and tear of the Avian Influenza Personal Protective Equipment (PPE) Kits offered.
- i. Validity of Rates – The rates quoted would be valid for a period of at least two financial years from the date of rate finalization. Repeat order for the tendered items can be given by the purchaser within this period. The tenderer is bound to supply the items with the approved rates.
- j. In case the decision of approval of rates remains pending beyond the “period of validity of rates” and the tenderer proposes change in the rates quoted, subsequently the case will be considered on merit.

6. PRICE VARIATION/ESCALATION

- a. Increase in rate on any account such as increase in input cost etc. will not be admissible in any case.
- b. The tenderer will not quote or offer less price than the approved price in relation with this tender and agreement to any agency/institution concerned with Government of Bihar/other state or Government of India or supply the same item to any of its distributor/dealers/whole-sellers at a lower rate, (after applying all relevant discount structures) during the contract period including extension if granted, failing which “the tenderer” will have to accept the lesser price for all the orders concerned during the entire contract period.

7. ACCEPTANCE OF TENDERS

- a. The Director, Institute of Animal Health & Production, Bihar, Patna reserves the right to accept/ reject/amend any or all tenders fully/partially without assigning any reason.
- b. The Director, Institute of Animal Health & Production, Bihar, Patna does not pledge himself to accept the lowest tender and reserves the right of accepting the whole or any part of the tender or portion of the rate offered against any item and the tenderer shall supply the same at the rates quoted.

8. CHECK LIST

- i. The documents in the check list must be provided with Tender.
- ii. Any omission in this regard, will make the tender liable for its rejection.
- iii. Before preparation of the tender, the tenderer is advised to check each item and score at the appropriate place as Yes or No in the checklist and mention the page number accordingly.

9. SIGNING OF AGREEMENT

- a. Successful tenderer or his authorized representative shall enter into the Contract Agreement with The Director, Institute of Animal Health & Production, Bihar, Patna, immediately in this regard on Non- judicial stamp paper of appropriate value.
- b. Only the person authorized by due resolution in this context is allowed to sign the agreement on behalf of the successful tenderer. Any other person will not be eligible to sign the agreement on behalf of the successful tenderer.
- c. The Earnest Money Deposit will be forfeited in case the tenderer fails to sign the agreement after approval of his tender. The tenderer is liable to be blacklisted in such case.

10. SECURITY DEPOSIT

- a. The successful tenderer will have to give a Security Deposit of 5% of total value of the purchase order.
- b. If successful bidder desires that his EMD may be retained as part of security deposit, he may be allowed to do so.
- c. The Security deposit should be valid beyond 6 months from the last date of contract period i.e. at least two years from the date of rate finalization.
- d. The security deposit will be either in the form of Bank Guarantee or Term/Fixed Deposit Receipt pledged to the Director, Institute of Animal Health & Production, Bihar, Patna.
- e. The Government and Semi-Government Institutions of Bihar and undertakings of any State Government/Government of India will be exempted from paying the security deposit.
- f. The security deposit will be returned after 6 months of expiry of the rate contract period.
- g. Indemnity bond will be required to be given by the party agreeing and assuring that in case of any complaint of losses the same will be paid by the contractor to the Director, Institute of Animal Health & Production, Bihar, Patna.
- h. Security Deposit will stand forfeited, in case of any breach of terms and/or conditions of the tender and/or contract.

11. DEMAND AND SUPPLY SCHEDULE

- a. Successful tenderer will have to supply the goods as per order placed immediately or the period given by the indenting officer after receipt of supply order.
- b. For failure within the above stipulated period, the tenderer is liable for a penalty of 0.5 % (Half percent) of the total price of the goods, per week or part thereof for late delivery of such goods till the date of its final supply/receipt.
- c. A repeat order within the validity period of the rate contract may be given, if required.
- d. The contractor will have to necessarily supply the approved item specified in his bid.

12. BILL RAISING, PAYMENT AND PROCEDURE THEREOF

- a. The supply should be made F.O.R. destination at the Institute of Animal Health & Production, Bihar, Patna-800014.
- b. The supplier should transport and supply the Avian Influenza Personal Protective Equipment (PPE) Kits at his own cost at the Institute of Animal Health & Production, Bihar, Patna.
- c. The payment shall be released by the Director, IAHP only after the receipt of the items ordered in good and acceptable condition.
- d. Payment shall be made on production of bills raised by the Contracting Company.
- e. All payment shall be made as per terms and conditions of the Agreement and supply order.
- f. As the payments are made from Government Treasury, the undersigned shall not be responsible for any procedural delay, which is beyond control of undersigned.

13. TAX DEDUCTIONS FROM BILLS.

- i. VAT as applicable in Bihar at appropriate rate on the date of billing will be deducted at source for the supply made to Institute of Animal Health & Production, Bihar, Patna.
- ii. In case contractor has already deposited Tax on the supplied item he may produce C- III Certificate. It may be considered at the time of payment on merit.

14. QUALITY CONTROL

If undersigned desires to observe the material, manufacturing facility and stores, they should be offered for inspection to him or to his agent at the cost of supplier.

15. PENALTY CLAUSE

In case, the contracting party fails to deliver consignment thereof within the contract period of delivery or in case the goods are found not in accordance with the approved specifications, the Director, Institute of Animal Health & Production, Bihar, Patna shall exercise his discretionary powers to take one or more of the following actions:-

- a. Any loss, penalty imposed on supplier shall be deducted from the bills payable to him to the extent of bill amount and any other amount due to contractor under the same or any other contract with the undersigned.
- b. To recover from the contractor as liquidated damages, a penalty of 0.5 % (Half percent) of the goods price, which the contractor/supplier has failed to deliver as aforesaid for each week or part of a week during which the delivery of such goods may be in arrears, and/or
- c. To purchase such goods from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tenderer. The defaulting contractor will be penalized to the extent of differences in the rate of 100% of the value of the order. If the defaulting contractor fails to pay penalty, he will be black -listed and security deposits of the contractor will be forfeited.

- d. To forfeit the entire amount of security deposit of the contractor.
- e. To cancel the contract or part thereof with the supplier and initiation of legal action as per law.

16. WARRANTY CLAUSE AND ITS OPERATION

The Tenderer/Contractor/Supplier/Successful Bidder should declare that the goods/articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in Annexure- A.

17. FORCE MAJEURE

If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (here in after referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other, in respect of such non performance or delay in performance; and deliveries under the contact shall be resumed as soon as practicable, after such event has come to an end or ceased to exist, and the decision of the Director ,IAHP as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract, provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Director ,IAHP, which shall be final and all the unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof, as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

18. PERIOD OF VALIDITY OF CONTRACT

The contract shall be valid for a period of at least two years from the date of rate finalization.

19. SETTLEMENT OF DISPUTES

- a. It will be the responsibility of the tenderer to prove beyond doubt his liability for any exemption from paying the Earnest Money Deposit and/or Security Deposit wherever applicable. The tenderer should produce relevant document/certificate from the competent authority in such case.
- b. All the disputes between the indenting institute and the supplier shall be settled by the Director, Animal Husbandry, Bihar. The decision of the Secretary/Principal Secretary will be final in any case and at any stage at departmental level.

- c. Judicial proceedings if any will be under the jurisdiction of competent Court of Justice at Patna, Bihar.

20. REMOVAL OF DIFFICULTY.

- i. The undersigned shall take such decision to remove difficulties due to ambiguity of provisions in the tender documents or due to provisions which are inconsistent with the objective of this tender.
- ii. The dates quoted in the tender form are subject to change for any reason or in the event of any holiday, abruptly declared by the state or central Government.

**Director,
Institute of Animal Health & Production,
Bihar, Patna.**

Annexure - A**TECHNICAL ENVELOPE (T1)****AVIAN INFLUENZA PERSONAL PROTECTIVE EQUIPMENT (P.P.E.) KITS****Technical Specifications**

Sr No	Name of The Item	Specifications
1	2	3
1	Avian Influenza Personal Protective Equipment (PPE) kits of unwoven material with N-95 mask Sealed in one pack & Sterilized by gamma-radiation	Sealed & Sterilized PPE kits for use in Avian influenza outbreaks, containing five essential components : (i) 'Dangri' with hood attached - one pc (ii) Shoe cover with soft padding - one pair (iii) Hand gloves - one pair (iv) Zero-power Eye protective goggles with adjustable straps - one pc (v) Respirator N 95 mask - one pc

Annexure - B**FINANCIAL ENVELOPE (F1)****Price Format for Supply of****AVIAN INFLUENZA PERSONAL PROTECTIVE EQUIPMENT (P.P.E.) KITS**

Sr. No	Name of each Item for PPE Kit	Manufacturer	Make	Rate per unit in Rupees		
				Basic Price of each component	VAT/Tax of each component	Total Price of each component
1	2	3	4	5	6	7
1	(i) 'Dangri' with hood attached - one pc (ii) Shoe cover with soft padding - one pair (iii) Hand gloves - one pair (iv) Zero-power Eye protective goggles with adjustable straps - one pc (v) Respirator N 95 mask - one pc					
2	PPE KIT (Complete Set Unit)					

Place:

Date:

Signature and Seal of Tenderer

DECLARATION OF THE TENDERER

1. That I/Weam/are the Director/ Proprietor/authorized representative / dealer/distributor/supplier of the firm namely
2. That I/We hereby submit tender to the Director, Institute of Animal Health and Production, Bihar, Patna-800014 for the Supply of Avian Influenza Personal Protective Equipment (PPE) Kits for the period of at least two years from the date of rate finalization.
3. That I/We have read the terms and conditions as mentioned in this tender form carefully and that I /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 to the best of my knowledge and belief.
5. That all the samples submitted by me/us under this tender carry the name of manufacturer or brand name.
6. I/we may be punished as per law for any wrong information/ misleading facts provided in the tender form, besides rejection of my/our tender.
7. In case of any dispute, the jurisdiction will be Patna, Bihar.
8. Force Majeure conditions as applicable for Government procurement are accepted by the Company/ Supplier.
9. I am /We are bound to supply Avian Influenza Personal Protective Equipment (PPE) Kits of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Annexure- A during the entire period of validity of the contract . I/we hereby guarantee that the said goods/articles supplied by me/us during the period of validity of the contract, would continue to confirm to the description and quality aforesaid during the warranty period.
10. I am /we are bound to supply the indented items immediately or as specified by the indenting authority F.O.R. destination at Institute of Animal Health and Production, Bihar, Patna-800014.
11. I/We submit that I /We have not been black-listed by any Government agency / Institutions of Government/Public Sector/Semi Government in India under any contractual relation with them or pending legal/penal action for complaints of quality/any misleading.

I/We, have carefully read the general & specific terms and conditions of the tender for supply of Avian Influenza Personal Protective Equipment (PPE) Kits for the period of rate contract i.e. from date of signing the tender agreement till at least two years from the date of rate finalization and I/We solemnly declare that the terms & conditions are acceptable to me and binding on me.

Place:

Date:

Signature & seal of Tenderer

Annexure (D)

Items quoted in the Tender form by the tenderer must be enlisted in the Annexure (D) and the Annexure (D) must be provided in the Technical Envelop T 1.

Sr. No	Name of the Item	Make	Manufacturing company	Quality Standards	Remark
1	2	3	4	5	6

Place:

Date:

Signature & seal of Tenderer

Annexure-(E)
CHECK LIST TO BE SUBMITTED BY TENDERER

Sl. No.	Description	Mandatory	Remarks	Page No
1	Manufacturing License/Authorization Certificate of Dealer/ Distributorship	Mandatory	Yes/ No	
2	Earnest Money Deposit	Mandatory	Yes/ No	
3	Exemption Certificate for EMD, if applicable	Mandatory	Yes/ No	
4	Copy of Demand Draft for purchase of tender form	Mandatory	Yes/ No	
5	Terms and Conditions duly signed	Mandatory	Yes/ No	
6	Declaration duly signed as per Annexure D	Mandatory	Yes/ No	
7	VAT/ Sales Tax Registration certificate/TIN/Application as stated in 6-a-ii	Mandatory	Yes/ No	
8	Photo copy of PAN of Firm & its proprietor	Mandatory	Yes/No	
9	Warranty Certificate	Mandatory	Yes/No	
10	Information brochure of the quoted tender items	Mandatory	Yes/ No	
11	Details of PPE Kits available for production / supply	Mandatory	Yes/ No	
12	Annual Report of last three years	Mandatory	Yes/ No	
13	Audited Financial Statement of last three years	Mandatory	Yes/ No	
14	Details of experience of supply of such type of items in last three years , if any	Mandatory	Yes/ No	
15	Annexure D	Mandatory	Yes/ No	
16	Annexure E	Mandatory	Yes/ No	

The above details have been checked by me and found correct.

Place:

Date:

Signature of the Tenderer
(Seal)