



Government of India
Ministry of Agriculture & Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries
C.C.S. National Institute of Animal Health
Baghpat, Uttar Pradesh-250609
Ph: 0121-2222472, Tele-fax: 0121-2222291
E-mail: ccs.niah@gov.in; Website: <http://www.ccsniah.gov.in>
An ISO 9001:2015 certified organization

F.No:3/12/2017-18/CCSNIAH

Dated: 09.02.2018

e-Tender Call Notice

e-Tender in **Two Bid System** are hereby invited from reputed Manufacturer/ Authorized suppliers and distributors for the Supply of Animal Feed on rate contract basis for the use at CCS National Institute of Animal Health, Baghpat (U.P) meeting the pre-qualifying criteria for the work mentioned below through online bidding on the website <https://eprocure.gov.in/eprocure/app> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

TIME SCHEDULE OF TENDER:

| S/No. | Particulars | Date |
|-------|------------------------------|------------|
| 1. | Tender e-Publication date | 09.02.2018 |
| 2. | Document download start date | 09.02.2018 |
| 3. | Document download end date | 05.03.2018 |
| 4. | Bid Submission start date | 10.02.2018 |
| 5. | Bid Submission end date | 05.03.2018 |
| 6. | Tender Opening Date | 06.03.2018 |

CONTRACT DATA

(A) GENERAL INFORMATION:

| S/No. | Item | Details |
|-------|---------------------------|--|
| 1. | Name of the work | Supply of Animal Feed on rate contract basis for the use at CCS National Institute of Animal Health, Baghpat (U.P) |
| 2. | Employer | CCS National Institute of Animal Health |
| 3. | Employer's Representative | Head of Office |
| 4. | Accepting Authority | Director, CCS National Institute of Animal Health |
| 5. | Executing Authority | Head of Office |

(A) BID INFORMATIONS:

| S/No. | Item | Details |
|-------|---|---|
| 1. | Intended completion period/ Time period assigned for completion | 01 (One) Year from the date of Commencement of the service. |
| 2. | Earnest Money Deposit | ₹10,000/- |
| 3. | Bid validity period | 90 days from opening of Tender |
| 4. | Currency of Contract | Indian Rupee |
| 5. | Language of Contract | English |

1. Bid documents consisting of e-Tender Notice, Instruction to Tenderers for online bid submission, General Conditions of Contract (GCC), Terms and Conditions of Contract and Tender Schedule, Scope of Work, Bill of Quantity (BOQ) in prescribed .xls format and Submission of Offer and the set of terms and conditions of contract and tender details can be seen on the website: <https://eprocure.gov.in/eprocure/app>.
2. Online Bids must be accompanied by Scanned copy (PDF Format) of Tender Fee, Earnest Money Deposit (EMD).
3. For effecting the Bid, the Tenderer will deposit the EMD of Rs.10,000/- in the form of Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks located in the country and payable to "Pay & Accounts Officer (Extension), Department of Agriculture Cooperation, New Delhi". Any tender not accompanied with Earnest Money will be rejected. The hard copy of the original instrument in respect of earnest money must be delivered to the Director, CCS National Institute of Animal Health, Baghpat-250609, UP on or before bid opening date/time as mentioned in the critical date sheet.
4. The Bid documents will be available on the website: '<https://eprocure.gov.in/eprocure/app>. for online bidding.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
6. All Bids are to be submitted online on the website <https://eprocure.gov.in/eprocure/app>. No Bid shall be accepted off-line. The Bids shall be received only "online" as per Time Schedule of Tender at Sl. No. 4.
7. After opening of Technical Bid, the original documents as per requirement of the e- Tender Document will be verified by CCSNIAH.
8. After evaluation of bid, all the bidders will get the information regarding their eligibility / pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
9. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
10. Other details can be seen in the bidding documents.
11. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, CCSNIAH shall not be liable to the tenderer for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
12. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.
13. If the documents as per Notice Inviting Tender (NIT) are not submitted along with the bid or shortfalls are noticed, then the offer will be summarily rejected and no correspondence in this regard is to be entertained from any Bidder.
14. For any clarifications, if required, please contact to Head of Office, CCSNIAH, Baghpat (email: ccs.niah@gov.in).

Sd/
Head of Office
CCSNIAH, Baghpat

INSTRUCTIONS TO TENDERERS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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.

Registration:

- I. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- II. During enrolment / registration, the bidders must provide the correct/true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/bidders through e-Mail-id provided.
- III. As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- IV. For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- V. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- VI. Only one valid DSC must be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and must ensure safety of the same.
- VII. Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

Note : Those who are already enrolled need not to go through the above steps.

Preparation of Bids:

- I. For preparation of bid, bidders shall search the tender from published tender list available on site and download the complete tender document and must take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the ‘My favorite’ folder of bidders account from where bidder can view all the details of the tender document.
- II. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
- III. For any clarifications, if required, they have to go through the contact details given in the tender document.
- IV. Bidders must get ready in advance for the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats.

Submission of Bids:

- I. Bidder must log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.
- II. Bidder must prepare the EMD as per the instructions specified in the e-Tender Notice. The originals must be submitted to the Tender Inviting Authority within the specified time, if specifically requested.
- III. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- IV. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.
- V. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- VI. Bidders shall download the Bill Of quantity, in xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in the green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that while uploading of the financial bid, Macros in .xls must be enabled to see the word representation of figures.
- VII. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- VIII. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.
- IX. Bidder must follow the server time that is being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-tender system.
- X. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

Assistance to Bidders:

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Head of Office, CCSNIAH (the tender inviting authority), Baghpat (Tel: 0121-2222472, email: ccs.niah@gov.in).
- II. 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 Mobile no +918826246593 Tel: The 24X7 Help Desk Number 0120-4200462;0120-4001002

1. GENERAL CONDITIONS OF CONTRACT

- I. Before tendering, the contractor should visit the site and satisfy himself as to the conditions prevalent at the site. No claim on this account shall be entertained by CCSNIAH under any circumstances later on. The tender document forms the part of the agreement.
- II. The contract will be for a period of 12 months which may be extended for another equal period at the discretion of the Institute, if mutually agreed.
- III. The Schedules of the Tenders forms should be uploaded duly filled. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer.
- IV. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the CCS NIAH. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the unsuccessful Tenderer will be refunded to him in the manner prescribed by the Institute.
- V. The Tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the Tenders is not fully filled in. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. Conditional tenders will not be accepted.
- VI. The Director, CCSNIAH reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the Tenderer.

2. Eligibility Criteria/ Pre qualification:

The following documents are required to be enclosed with the tenders form:-

- i. Registration Certificate of the firm with the appropriate State/local Government.
- ii. Minimum turnover of the firm not less than 08 lakhs per year during the last two financial years in book of account for such work/services. Certified copies of the balance sheet for last two years- FY-2015-16 and FY-2016-17 from registered chartered accountant. In case of newly registered firms, financial standing of minimum Rs 10 Lakhs may be exhibited.
- iii. Copy of PAN No.
- iv. Copy of GST Certificate
- v. Tender Acceptance Letter on company letterhead
- vi. Duly filled assessment performa at **Annexure I (check-list)** attached with required documents and certificates.

However, CCSNIAH reserves the rights to seek any document in original in respect of License / I.T. Return /Experience etc. for verification at any stage of Tender process.

3. **Opening of Tender: All Tenders will be opened online on 6th March 2018.** The technical bid shall be opened first. The price bid will be opened only of those tenderers whose technical bid is found to be in order and for which they shall be intimated separately.

4. Estimated Quantity of feed

| S. No. | Feed | Approximate quantity required for a year* (Quintals) |
|--------|-------------------------------|--|
| 1. | Mice Feed | 05 |
| 2. | Rabbit/Guinea Pig Feed | 04 |
| 3. | Poultry feed (Pre starter) | 02 |
| 4. | Poultry feed (Starter) | 05 |
| 5. | Poultry feed (Finisher) | 04 |
| 6. | Cattle/Buffalo feed | 32 |
| 7. | Chane ka chura (चने का चूरा) | 18 |
| 8. | Chane ka choker (चने का चोकर) | 18 |
| 9. | Wheat straw (भूसा) | 29 |
| 10. | Gram Straw (चने का भूसा) | 30 |

* The requirement is purely indicative, the actual quantity may be increased or decreased based on actual requirement and consumption.

5. SPECIAL TERMS AND CONDITIONS OF CONTRACT AND TENDER SCHEDULE

- I. The Tenderers should indicate the brand name of the Animal feed that will be supplied and the successful tenderer should continue to supply the same brand/with the same quality throughout the term of contract.
- I. The brochures and leaflets of products if any available may also be enclosed with the tender.
- II. Any deviation from specification of animal feed as required should be clearly mentioned.
- III. **The pelleted/premixed feed should meet the ISI/BIS standards.** With every lot of feed a certificate from a reputed and authenticated laboratory regarding ingredients claimed and quality of the feed is to be attached. The tenderer may inquire the specifications from the office of CCSNIAH during working hours of the office.
- IV. The use of products of animal origin for the preparation of cattle feed and calf feed meant for any ruminant is totally banned as per the Government of India direction. Hence such product should not be present in the feed.
- V. The feed required should be supplied FOR to CCSNIAH in New Gunny Bags/ HDPE bags.
- VI. Damages and wastages if any found in transit, the articles denied thereof, should be replaced. Otherwise the cost of the damaged packs will be deducted from the bill.
- VII. The Vendor/Supplier shall be entirely responsible for all taxes, duties, Octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after the issuance of the Purchase order, the same shall be passed on to CCS NIAH.
- VIII. The feed should be supplied at convenient intervals as required by the CCSNIAH and supply of feed should be carried out within two weeks from the date of receipt of every supply order.
- IX. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- X. Penalty for lacking in quality or standards: Random sample(s) from the supplied feed would be collected for analysis to confirm its intended & identified composition and quantity. In case the feed does not meet the ordered composition and quality of feed, appropriate penalty will be imposed on the supplier as decided by the Competent Authority/Director, CCS NIAH.
- XI. No revision in rate will be accepted during the contract period.
- XII. The order will be placed as per requirement irrespective of value of the order. Supply will be made from the latest batch of production with maximum life period and in original packing.
- XIII. The firm will supply the required items as per unit price mentioned in the price list.
- XIV. Supply should be made in full against the order and shortage will be procured on the risk and cost of the supplier.

6. Preliminary examination.

- i.** The CCS NIAH will examine the tenders to determine whether any computational errors have been made, whether required sureties have been furnished and whether the tenders are generally in order. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit prices and the total price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected, and its earnest money will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
 - ii.** The CCS NIAH may waive any minor informality, non conformity, or irregularity in a tender which does not constitute a material deviation, provided same does not prejudice or affect the relative ranking of any tenderer.
 - iii.** Prior to the detailed evaluation, the CCS NIAH will determine the substantial responsiveness of each tender to the tender documents without material deviations.
 - iv.** If the tender is not substantially responsive, it will be rejected by the CCSNIAH and may not subsequently be made responsive by the tenderer by correction of the non conformity.
- 7.** Acceptance by the Institute will be communicated in writing. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the letter etc. should be acted upon immediately.

8. Award Criteria

The CCSNIAH will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and finalized based on the suitability of the agency with reference to the prescribed criteria and competitiveness of the price quoted provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. However, if the terms and conditions are not found as per the prescribed norms, the claim of the lowest quotee will be ignored.

9. CCSNIAH Right to accept any Tender and to Reject any or all Tenders

The CCSNIAH reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the CCSNIAH's action.

10. Notification of award

- B.** Prior to the expiry of the period of tender validity, the CCSNIAH will notify the successful Tenderer in writing by registered letter or by cable for awarding contract, to be confirmed in writing by registered letter, that its tender has been accepted.
- C.** The notification of award will constitute the formation of the contract.

11. Signing of Contract

The Agency, on award of the contract should execute an agreement on Rs. 100/- Stamp paper with CCSNIAH, Baghpat incorporating the terms and conditions.

12. Security Money

- D.** If Tenderer does not accept the offer, after issue of letter of award by CCSNIAH within 15 days, the offer made shall be deemed to be withdrawn without any notice and Earnest money forfeited.
- E.** Within fifteen (15) days on receipt of the Notification of contract award, the successful tenderer shall furnish to the CCSNIAH the Security Deposit of Rs 20000/- in the form of Bank Guarantee/FDR payable to "Pay & Accounts Officer (Extension), Department of Agriculture Cooperation, Shastri Bhawan, New Delhi"
- F.** The performance security so deposited should have validity of eighteen months from the date of signing of agreement.
- G.** No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- H.** The Security deposit (as performance Security) shall be returned to the Agency on the expiry of the contract period on furnishing usual clearance/No Demand Certificate and No wages dues to

the personnel certificate endorsed/signed by the personnel deployed by the agency. The Security Deposit shall be returned on the expiry and termination of the Contract subject to conditions that the Agency has indemnified the CCSNIAH for all payments to its staff. The Security Agency while requesting for release of the Security Deposit shall certify that all payments including Labour Laws obligations have been fulfilled and that the CCSNIAH authorities shall not be responsible for any payments to the staff arising out of the decision of the Labour Court, if any.

- I. Failure of the successful Tenderer to sign the agreement and/or furnish the Security Deposit, at the beginning of execution of contract, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the CCSNIAH may make the award to the next lowest evaluated Tenderer or call for new tenders.
- J. In case of failure to perform to as per the terms and conditions of the contract, the security deposit may be forfeited on the discretion of the competent authority of the Institute without any other consideration, in addition to the termination of the contract. The Institute also reserves the right to use the forfeited amount for meeting out any pending expenses/liabilities towards the employees of the firm or damages to the Institute, if required.

13. Resolution of Disputes

- A. The CCSNIAH and the agency shall make every effort to resolve amicably by mutual consultation/direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- B. In case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, CCSNIAH. The decision of the sole Arbitrator as appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- C. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India and will be dealt in Baghpat only. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.
- D. Decision of the Director, CCSNIAH shall be final for any aspect of the contract and binding to all parties.

14. Acceptance

Acceptance both provisional and final regarding the contract will be by the Director, CCS National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture and Farmers Welfare, Government of India, Baghpat, Uttar Pradesh-250 609 or his authorized representative.

Sd/-
Head of Office
CCSNIAH, Baghpat

Check list for

Tender for Supply of Animal Feed on rate contract basis for the use at CCS National Institute of Animal Health, Baghpat (U.P)

| S. No. | Particulars | To be filled in by the tenderer |
|---------------|--|---|
| 1. | Name and address of the Agency: | |
| 2. | Details of EMD | Details of EMD i. Amount ii. Draft No..... iii. Date..... iv. Issuing Bank..... |
| 3. | Registration Certificate of the firm with the appropriate State/local Government | |
| 4. | Copy of PAN No | |
| 5. | Copy of the IT returns for last two Financial Years | |
| 6. | Copy of GST | |
| 7. | Similar experience in at least two organizations, along with documentary proof as attachment | |
| 8. | Tender Acceptance letter on company letterhead | |
| 9. | Brand name of the feed, if available | |
| 10. | Whether feed specifications complies the ISI/BIS standards? | |
| 11. | Packing size/type of the packing(kg) | |

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

-Separate page may be used to indicate the details from SI No. 9 through 11, for each category of feed (please indicate the number of attachments here).

TENDER ACCEPTANCE LETTER
To be given on company letter head

To

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Sub: Acceptance of terms and 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:

.....
.....

As per your advertisement, given in the above mentioned websites (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 / organization to have also been taken into consideration, while submitting this acceptance letter.
4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any govt. Department / Public sector undertaking.
5. I / We certify that all information furnished by the our firm is true and correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization 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, official Seal)