

**DIRECTORATE OF ANIMAL HUSBANDRY AND VETERINARY SERVICES,
ORISSA, CUTTACK**

**TERMS AND CONDITIONS FOR PURCHASE OF
MEDICINES
FOR VETERINARY INSTITUTIONS UNDER DIRECTORATE OF
A.H. & V.S. ORISSA, CUTTACK**

ANNUAL TENDER DOCUMENT FOR SUPPLY

OF

**MEDICINES
FOR THE YEAR 2011-12**

Date of commencement of sale of tender documents – 21.07.2011

Last date & time for sale of tender documents- 20.8.2011 (upto 4.00 PM)

Last date & time for receipt of tender – 22.08.2011 (upto 4.00 PM)

(Technical bid and Price bid in separate sealed covers)-

Date and time of opening of tender (technical bid) – 23.8.2011 at 11.00 AM

Date and time of opening of tender (price bid) - To be intimated as per Tender Notice

**RECEIPT OF TENDER DOCUMENTS
PLACE OF OPENING OF TENDER
ADDRESS FOR COMMUNICATION**

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**DIRECTORATE OF ANIMAL
HUSBANDRY & VETERINARY
SERVICES, ORISSA, MANGALABAG,
CUTTACK-1**

GOVERNMENT OF ORISSA
Directorate of Animal Husbandry and Veterinary Services
Orissa, Mangalabag, CUTTACK – 753001

The Director, A.H. & V.S., Orissa, Cuttack (herein after referred as "DIRECTOR" invites sealed tenders in the prescribed forms from the MANUFACTURERS / Authorised distributors/ Authorized agencies/ Authorised representatives having valid registration for supply of Medicines to the Director of Animal Husbandry and Veterinary Service, Orissa, Cuttack for the year 2011-12 as per specification / unit packing mentioned in separate set of catalogue. (Schedule)

Tenders submitted by authorized distributors/ authorized agencies/ authorized representatives can also be considered provided the latest authorization letters from the concerned manufactures addressed to the Director, Animal Husbandry & Veterinary Services, Orissa, Cuttack are furnished along with the Tenders in shape of a photocopy.

SALE OF TENDER FORMS

Catalogue (Non-transferable) together with terms and conditions and TENDER-FORM are obtainable from the office of the undersigned on payment of Rs.10,000.00 (Rupees Ten thousand) only + VAT @ 4%. The same can also be obtained by post on payment of Rs.10,100.00/- (Rupees ten thousand one hundred) only + VAT @ 4% in shape of Bank Draft issued in favour of " Establishment Officer", Directorate of Animal Husbandry and Veterinary Services, Orissa , Cuttack, payable at S.B.I. Link Road branch, Cuttack. The cost of Tender Paper is compulsory and the receipt so obtained against payment should be enclosed in original along with tender papers. The cost paid for tender paper and catalogue is non refundable. The same can also be downloaded from web site www.orissaahvs.com and the cost of Tender document of Rs.10000/- (Non refundable) + VAT @4% should be paid by attaching a Bank Draft prepared as mentioned above with it.

The tender document may be obtained from 11.00 A.M. to 4 P.M. on all working days except on the last date of receipt of tender papers as per the following time schedule. The DIRECTOR, AH & VS, Orissa shall in no way be responsible for loss of tender documents dispatched by post and also for any delay in delivery to the addressee. The SSI units registered with the Directorate of EP & M will be entitled to get tender paper free of cost for their registered items as per IPR 2007 provided they have to submit documentary proof for the purpose.

Date of commencement of sale of tender documents – 21.07.2011

Last date & time for sale of tender documents- 20.8.2011 (upto 4.00 PM)

Last date & time for receipt of tender – 22.08.2011 (upto 4.00 PM)

(Technical bid and Price bid in separate sealed covers)-

Date and time of opening of tender (technical bid) – 23.8.2011 at 11.00 AM

Date and time of opening of tender (price bid) - To be intimated as per Tender Notice

(The Tender Papers will be sold on working days only. The Tender Paper will be opened on the Scheduled dates in presence of Tenderers / their authorised representatives)

ELIGIBILITY

A. For Participation in the Tender.

- 1 The Tenderer should be a MANUFACTURER or Authorised Distributor or Authorised Agency or Authorised representatives having valid registration of the product.
- 2 The Medicines shall be supplied by the firm within the stipulated time as will be intimated in the purchase order ensuring quality as per the approval of Purchase Committee, failing which the EMD / Security Deposit by the approved firm will be forfeited and performance of the firm shall be considered unsatisfactory and the Tender of the firm will not be entertained in future.
- 3 The outside agencies, distributors, representatives, manufacturers should have their branches having VAT RC in the state of Orissa as per FD circular no.48317 (230)/ F dt.23.11.2010.
- 4 The documents attached to the Tender shall be verified by the Screening Officers of the Directorate along with the original documents who will report in details on the eligibility of the Tenderers for further examination in the Directorate Level Purchase Committee (DLPC) respectively. The Tenderers are required to produce the original documents for verification by the screening committee on the day following the date of opening of tender (Technical Bid)
- 5 There shall be a technical committee to assist the Purchase Committee as regards the quality, usefulness and applicability of Medicines for the livestock treatment, production of vaccines, vaccination and functioning of laboratories.
- 6 After the Technical Bid is opened by the Tender Committee, the Technical Committee will examine the technical bid of the Medicines & samples and recommend the items with comments for further consideration of the Directorate Level Purchase Committee alongwith Price Bid.
- 7 The participant of the Tender must have not been blacklisted by any Govt. Offices/ Govt. undertakings / organizations. In case it is detected later on that the participant firm is a blacklisted one, the Tender submitted by such Tenderer would be rejected forthwith and Earnest Money and or security deposit would be forfeited to Government in addition to such legal action as may be deemed fit and proper. The Tenderer should submit the declaration in this regard.

- 8 The drug license is required for the items of schedule A only. The Tenderer is required to submit drug license for the items of schedule A but need not submit drug license for the items of Schedule B.

B. For submission of tender

There shall be two bids for examination of the offers by the Directorate Level Purchase Committee. One is technical-bid and another is price-bid.

Technical Bid

1. The tenderer must have 3 years experience in supplying Veterinary Medicines/ Chemicals/ Instruments & equipments of reputed manufacturers of National and International level to Government/ semi govt. Organizations, PSUs, UNO Agencies etc.
2. The tenderer should mention clearly the details of the manufacturing address of the Medicines to satisfy the requirement of exact location of the manufacturer for further correspondences by the Directorate where ever required.
3. The tenderer should mention the status of the manufacturer such as ISO-9001-2000 / ISI mark and annual business turnover of Rs.1.50 crore for preceding 3 years for the satisfaction of DLPC.
4. The tenderer should also quote the details of special preferences of the Medicines quoted.

The tenderer should enclose the information for the above points in the format in annexure-IV.

The tenderer should submit the offer for technical bid in a sealed cover separately.

All the documents as required in the terms and conditions of this tender shall be enclosed to the technical bid by the tenderer excepting the price bid.

Price Bid

The tenderer should quote the price of each item of Medicines in separate sealed cover in the prescribed format as annexed writing the serial no of the item and its name on the cover of the individual sealed cover. The sealed covers of the price of each item shall be packed in a large sealed cover to be inserted in the Tender Box.

If the tenderer does not qualify himself in the technical bid, the price bid offered will not be entertained. In case of unsuccessful bidders for the technical bid, price bid will be returned as received in the sealed cover without being opened. The tenderer should submit the price bid in annexure –II.

DEPOSIT OF EARNEST MONEY

The tenderer is required to deposit an amount of Rs3,00,000/- (Rupees three lakhs) only as per the guidelines of the Government communicated in their Letter No.6269/ FARD dt.24.5.2011 at the time of submission of Tender in the following manner.

1. Deposit receipt of Schedule Bank.

2. Kisan Bikash Patra.
3. Post Office Savings account.
4. National savings Certificate.
5. Post Office time deposit account.

The EMD is to be pledged in favour of Directorate AH & VS, Orissa, Cuttack.

- I. The tenders except those specified in item (iv) below shall deposit earnest money as specified above for the tender in shape of Postal saving Bank Pass Book or National Saving Certificate (NSC) from any post office in India duly pledged in favour of "Director of Animal Husbandry and Veterinary Services" Orissa, Cuttack. It can be also pledged in other forms as stated above. However the earnest money deposited by the tenderers belonging to out side the state of Orissa shall be duly pledged in favour of Director of A.H. & V.S., Orissa later on as will be specified by Director AH & VS, Orissa. In case of item (IV), below attested photocopy of valid exemption certificate issued from the competent authority for claiming exemption of depositing earnest money such as P.M.T. certificate from Director of Industries, Orissa or GM, DIC that it is a SSI unit of the state of Orissa should be submitted provided that SSI unit has not been derecognized by the Govt. for that specified period. Payment of earnest money in any other form (other than as specified above) shall not be accepted in any case. The earnest money to be deposited in shape of postal saving pass book shall stand recorded in the name of the firm and should not stand recorded in favour of any individual irrespective of the fact he is either a proprietor or a partner of the said firm. But earnest money deposit in shape of N.S.C. recorded in the name of individual can be entertained.
- II. The tenderer shall not be entitled to any interest on the earnest money.
- III. The earnest money deposited by unsuccessful tenderers will be refunded as early as possible after the tenders are finalized.
- IV. Small scale industries/ Micro, Small and Medium Enterprises registered with the Director, E.P. and M Orissa will be eligible for exemption from payment of earnest money in respect of the item covered in their certificate subject to production of photocopy of registration certificate duly attested by Gazetted Officer alongwith tender papers. This condition also holds good for Govt. organization/UTs.
- V. Earnest money deposited by the successful tenderers shall be retained & will be returned after expiry of the approved list or completion or supply or completion of audit which ever is later.
- VI. The EMD will be forfeited if the tenderer withdraws the tender or does not accept the approved list or does not supply the items within the stipulated time as per the terms & conditions of tender or the product supplied is proved to be of substandard quality.

RIGHT OF ACCEPTANCE/REJECTION OF TENDER

The following documents shall be submitted by the tenderer as a MUST alongwith tender papers.

1. EMD (Earnest Money Deposit) except SSI units/ MSMEs.

2. Original money receipt in respect of purchase of tender documents.
3. Attested Photocopy of the up-to-date manufacturing license of the manufacturer. In case of quoted items from overseas manufacturer/ MNC, an undertaking for submission of the manufacturing license before award of purchase order.
4. Drug license for the items of Schedule- A.
5. Attested Photo copy of upto date PAN card & Income Tax return of the year (2010-11) duly attested by any Gazetted officer.
6. Attested Photocopy of up to date (at least upto 31.3.2012) valid sale Tax clearance Certificate / VAT clearance certificate (duly attested).
7. Documentary evidence in support of exemption of EMD.
8. Attested photocopy of C.S.T. & VAT R.C.
9. Detail Name, Address, telephone No., Fax, E-mail, of the firm & of the Director / Managing Partner / Proprietor of the firm.
10. Photocopy of original authorization certificate from the manufacturer for supply of items of medicines in case of authorized representatives/ authorized distributor / authorized agency.
11. Annual Turn Over disclosed in VAT Returns of last three years or Balance Sheet of the audited Account of last three years.
12. Declaration regarding not blacklisted by any Govt. Offices/ Govt. undertakings / organizations.
13. Documentary evidence in support of minimum annual turnover of Rs.1.50crore for preceding 3 years in supply of items of veterinary Medicines, Chemicals, Instruments & Equipments and experience certificate of supplying the items of medicines/ chemicals/ instruments & equipments for not less than 3 consecutive years to Government/ semi government Organizations/ UNO Agencies/ PSUs etc..
14. Annexure "I","II","IV" duly filled in and Check list in Annexure"III".

No tender shall be accepted if the same is not supported with the above documents mentioned at SL. No.1 to 14.

The right of acceptance of tender and / or award of contract rests with the DIRECTOR who does not bind himself to accept the lowest tender and also reserves himself the right to reject any or all the tender(s) received without assigning any reason whatsoever. Any dispute arises in future will be finalized by the Director. The legal dispute is subject to Cuttack jurisdiction only.

SECURITY DEPOSIT

1. The successful tenderers will have to furnish a security deposit of 5% (five) of the total value of goods for which orders shall be placed by the indenting officers within 7 (seven) days from the date of receipt of indent. In case of SSI units / MSMEs registered with Directorate of EP & M/ Directorate of Industries/ Directorate of Khadi and Village Handloom/ Directorate of Cottage Industries/ Directorate of Handicraft/ OSIC/ NSIC shall have to pay Security Deposit @25% of the prescribed Security Deposit as per provisions in the IPR-2007. The security deposit is to be furnished in shape of N.S.C. or in shape of Postal saving Bank account duly pledged in favour of the indenting officer. In the event of failure of payment of security deposit, the order is to be treated as cancelled and indent is to be placed to the next approved party. In case there is no next party, it

is to be purchased locally after observing all financial formalities. The differential cost shall be realized from the defaulting party from his earnest money deposited.

2. The Security Money will be released & returned back to the tenderer as per Rule 278, 279 of OGFR volume-I.
3. The security money shall be forfeited in case the item of supply is found to be of sub-standard quality by the competent authority.

VALIDITY OF TENDERS

- i. All the tenders shall remain valid for acceptance for a period of 12 months from the date of issue of the approved list or till publication of the next approved list whichever is earlier. If adoption of next approved list is delayed beyond the 12 months date line, the terms, conditions and the approved price of the items in the approved list may be extended for a period as desired by the Government.
- ii. No extension of time shall be allowed for submission of tender under any circumstances unless otherwise specifically extended by the DIRECTOR by an advertisement in such Indian News Papers as DIRECTOR may consider necessary or in such other manner as the DIRECTOR may deem it fit and proper.

TENDERER'S UNDERSTANDING OF THE TENDER DOCUMENT

The tenderer shall carefully go through the tender documents and fully inform himself to all the terms and conditions contained there in before submission of the tender. If the tenderer find discrepancies or omission or should be in doubt as to their meaning relating to tender documents, he should at once inform the Director and obtain clarification in writing prior to submission of this tender. Verbal clarification or information given by the DIRECTOR or the employees working under him or his representatives shall not be binding on the Director.

NO CLAIM OF COMPENSATION FOR SUBMISSION OF TENDER

No Tenderer shall be entitled to claim any cost, charges, expenses etc. incurred by him or incidental therein connection with submission of this tender even though the DIRECTOR may elect to withdraw the invitation of Tender, without notice and without assigning any reason whatsoever.

**Director of Animal Husbandry & Veterinary Services,
Orissa, Cuttack**

TERMS AND CONDITINS FOR SUBMISSION OF TENDERS FOR SUPPLY OF MEDICINES.

A. Instructions to tenderers while purchasing.

- I. Each set of Tender documents shall be serially numbered and each page there of duly authenticated by initial signature of any officer authorized by Director with rubber stamp affixed. The Tenderer should check the documents immediately after purchase of the same. If there are any lapses, the Tenderer should immediately report the fact to the issuing Officer for its rectification.
- II. The original money receipt obtained for payment of Tender Papers should be carefully preserved and should be enclosed in Original at the time of submission of tender papers.

B. Instructions to tenderers while submitting the Tender Papers.

1. All papers submitted with the tender and the tender itself should bear the dated signature of the tenderer in every page.
2. Capital letters should be used in filling up of the tender form and should be neatly typed/ computerized.
3. All corrections, additions, alterations in the tender documents shall be authenticated by initial/ signature of the tenderer and rubber stamped. Lapses in these instructions are liable for rejection.
4. Rates should be quoted on the prescribed tender form (Annexure II). The rates offered should be written both in figures and in words and no erasing or overwriting shall be entertained.
5. All information in these tender documents shall be in English only.
6. Tenderer, if desires may cite the Brand name in addition but not as a replacement of generic name.
7. Tendering firm should not quote any item which they have no endorsement in their MANUFACTURING LICENSE. In case of quoted items from overseas manufacturers/ MNCs, it is required to submit an undertaking to furnish the manufacturing license before awarding of purchase order, if selected.
8. The Tenderers may quote the rates for all the items contained in the Tender or a part thereof. The rate to be quoted should be F.O.R. destination at the Directorate of Animal Husbandry & Veterinary Services, Orissa, Cuttack inclusive of packing and forwarding charges. The rate should be quoted in Indian currency only. It is necessary that specific brand make etc. should be clearly mentioned on the tender paper for each item furnished to compare the quality and the rate against multiple offers.
9. The tenderers must quote the rates of the items for which they have been specifically asked for as per tender schedule. Tenderers quoting the rates or units different from those mentioned in the tender schedule may be liable to be rejected. Tender containing clerical error / typographical error/ arithmetical mistake (s) may be liable to be rejected.
10. Tenderers who are manufacturers of the articles to be supplied by them must furnish attested copy of the certificate from the appropriate licensing authority or DIC along with the tender documents to the satisfaction of the DLPC that they are actually manufacturing these articles.
11. The tenderers shall quote the basic rates, which shall be inclusive of CST and Excise Duty but exclusive of appropriate rate of entry tax, Value Added Tax

(VAT) which shall be paid as applicable under provisions of law. The Tax shall be charged as per the guidelines given by Finance Department from time to time. Only VAT will be paid to the supplier. In case of Entry Tax, supplier shall deposit the original receipt to claim it if finished products are brought from outside the state & OET shall be paid to manufacturer as per section 26 of OET Act. In case of outside dealers approved in the tender shall supply the goods through their branches having VAT RC in the State of Orissa as per FD Circular No.48317 (230)/F dt.23.11.2010.

12. One rate shall be offered for one item. In case there are really different qualities or Brands to be offered against one item and all of them confirm to the standard and specification of the required item more than one rate can be offered for consideration. But the Tenderer in all such cases shall clearly mention the make, brand, specification and shall furnish literature / sample for each item.
13. The Tenderer is required to submit samples/ detail brochures & leaflets in respect of the items of medicines offered in the Tender alongwith the Technical bid and produce the sample for scrutiny by the Technical Committee whenever it is required and further consideration of DLPC, failing which the items so offered will not be considered. The samples of the successful bidders received shall be kept as "Master sample" for verification against the supplied items.
14. The price preference for S.S.I. units / MSMEs located inside the state of Orissa and additional price preference for S.S.I. unit/ MSMEs having I.S.I. marks for the particular product will be given in accordance with the Government industrial Policy/ Resolution in vogue. The Tenderers who are S.S.I. units / MSMEs should submit relevant documents from the appropriate authority alongwith the tender documents stating the Permanent Registration number and Date and the names of the items for which registered. The word S.S.I. unit / MSMEs should be marked in Red Ink on the right hand top corner of the Tender documents.
15. The Tender filled by the proprietorship concerned should be signed by the sole proprietor or should be signed by the managing partner in case of Partnership firm or by Managing Director or Board of Director alongwith the authorization by means of Board of resolution.

In case of Partnership firm, the copy of partnership deed to be submitted duly attested by Gazetted Officer.

Copy of the Certificate of incorporation should be furnished in support of the firm being registered under the companies Act.

16. Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is found later on that this condition has been violated, all the tenders submitted by such Tenderer would be rejected or cancelled and earnest money and or security deposit forfeited to Government in addition to such legal action as may be deemed fit and proper.
17. Tenders directly received from the manufacturers will be given preference subject to they have branches with VAT RC in the state of Orissa. Tenderers having VAT registration in the state of Orissa shall be given preference. Tenders of any firm newly constituted, inexperienced and without credibility will be rejected. The Manufacturers / Authorised distributors/ Authorized agencies/ Authorised representatives having valid registration should have minimum 3 years experience in supplying Veterinary Medicines,/ Chemicals/ Instruments & Equipments to Government / semi govt. Organizations, PSUs, UNO Agencies

etc. Besides, they should have proof of annual turnover of minimum Rs.1.50 Crores in supply of Veterinary Medicines, Chemicals, Instruments & Equipments in each financial year for preceding 3 years in support of establishing the soundness of the firm and its business credibility towards competition in the tender.

Also, the tenderer shall furnish a brief write-up supported with adequate data and documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial to perform the supply contract (if awarded) within stipulated time period.

The SSI units and MSMEs in conformity with MSMEs Policy,2009 and IPR 2007 registered with Directorate of EPM in respect of the items covered in their certificate should have annual turnover of Rs.10.00 lakh for supply of such items for preceding 3 years for participation in the tender.

18. EACH PAGE OF TENDER DOCUMENTS BESIDES THE PLACES SPECIFIED SHALL BE SIGNED BY THE TENDERER WITH HIS SEAL AND SIGNATURE and shall bear the signature with address of 2 responsible individuals (witness) in the tender form (Annexure-I) of the Tender documents. Witness shall be the persons of status and their address, names and occupations shall be stated below their signatures. All signatures shall be dated.
19. All offers shall be addressed to the DIRECTOR, ANIMAL HUSBANDRY AND VETERINARY SERVICES, ORISSA, CUTTACK-753001 in double sealed cover clearly marked outside "Tender for the year 2011-12 for supply of medicines" as well as their name should be super scribed by the tenderer on the envelope containing the Tender document.

The Tenders in sealed covered separately for Technical Bid and Price Bid should be inserted in the Tender Box (kept separately for each Bid) in the Office of the Director of A.H. & V.S., Orissa, Cuttack as per time schedule already mentioned in the tender terms & conditions. If the due date so mentioned above is declared as a holiday by the Govt. of Orissa, the last date and time for submission and opening of tenders shall respectively be the time as aforesaid on next working day.

20. Tenders sealed and super scribed as above may also be sent by **Registered Post** addressed to the above authority so as to reach by the due date and time. The tenders delivered or sent otherwise as stated above will be at the risk of the Tenderer. The tender which is received after the time and date specified above will not be entertained and is liable to be rejected.
21. The Tenderers shall quote rates which shall remain valid for acceptance by purchase committee for a period of 12 months from the date of issue of the approved list or till publication of the next approved list whichever is earlier. If adoption of next approved list is delayed beyond the 12 months date line, the terms, conditions and the approved price of the items in the approved list may be extended for a period as desired by the Government.
22. All tenderers including manufacturer or supplier should furnish up-to-date (at least upto 31.03.12 VAT clearance certificate, Income Tax return for 2010-11, PAN Card, Manufacturing license, DIC & EPM registration certificate if any.

23. **THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVES THE RIGHT:**
- a. To reject any / or all the Tenders at any stage without assigning any reason there of and not to accept the lowest Tender.
 - b. To invite fresh offers from the open market or negotiate with other tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
 - c. To purchase medicines at the approved rate of the catalogue from any outsider during the Tender/ Contract Period in case of emergency, if the Tenderers fail to supply such items on short notice.
 - d. To withdraw any item from the tender at any stage. In such contingency the selection of such item already made in favour of any Tenderer shall be treated as cancelled.
 - e. Not to give price preference to Tenderers in compliance with the existing orders issued by this state Government at the discretion of the Purchase Committee or Tendering authority.
 - f. To procure any item of the tender directly from State / Central govt. Undertaking firms even if a tender of other parties for the same item has been offered / accepted / approved.
 - g. To make additions to or deletion from the list of consuming units / delivery points to any time during the period of validity of the tender or of the contract in pursuance of the Tender.
 - h. To process the tender groups separately.
24. Approval of items of successful tenderers will be notified / Issued by the authority in due course. On receipt of such information, the Tenderer will have to execute an agreement on Non-Judicial stamp paper worth Rs. 500.00 (Rupees five hundred) only in the prescribed form available with the Director of Animal Husbandry & Vety. Services, Orissa and to furnish a security deposit @ 5% (Five percent) of the value of an order in shape of N.S.C. or Postal Savings Bank Account in any Post Office in India, duly pledged in favour of the Director of AH & VS, Orissa, Cuttack.
25. The period of firmness of the approved rates is 12 months from the date of finalization of the rates by the Purchase Committee. However, if at any time during the period of contract, the price of any tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the Director of AH&VS Orissa immediately about such reduction in the contract price. The Director of AH&VS Orissa is empowered to unilaterally effect such reduction as is necessary in rate, in case the tenderer fails to notify or fails to agree for such reduction of rate.
26. No payment will be made before completion of supply. Full payment will not be made against shipping or railway document. Payment should be completed only after the receiving officer of the Directorate has taken delivery of Store and found them to be satisfactory in every respect.
27. If the performance of the approved firm is found to be not satisfactory for irregular supply of approved items against indents placed during the validity period of the tender, the earnest / security money deposited by the approved firm will not be released and the security money shall be decided by the

competent authority to be forfeited. The tender of the firm will not be entertained in future.

28. The Earnest money deposit furnished by the Tenderer will be liable to be forfeited, if the Tenderer withdraws his tender as a whole or for any particular item at any stage after the submission of the tender or fails / refuses to enter into written agreement for any / or all other items of his accepted tender within the time specified when requested to do so or refuses to deposit security money. The security deposit / earnest money deposit furnished by a tenderer and even the tender is liable for forfeiture and cancellation without prejudice to any other action in the event of failure / refusal to supply order and or according to contract specification quality and / or quantity.
29. PACKAGING: All the packaging should be primary (New). The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit & open storage. The manufacturing date, batch no. etc. must be disclosed in the body of the packages. The supplied medicines shall be labeled as "For Government use-Not for sale".
30. All the supplies should invariably display the particulars on its label and /or cartoon in a distinct manner.
31. Abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention will not be accepted, if detected and his offer will be rejected.
32. TENDERS ARE TO BE ACCOMPANIED WITH THE FOLLOWING DOCUMENTS and also should furnish a certificate at Annexure-III of the tender paper, list the documents submitted with initial / signature with their seal and the tenderer shall furnish the details of firm with the status in Annexure - I
 - a) Covering letter in the letter head pad of the Tenderer.
 - b) Original money receipt for the value of tender paper obtained as a token of receipt at the time of purchase of tender paper from the Directorate.
 - c) Complete tender document with initial / signature of the tenderer with rubber seal in each page and in the enclosing documents.
 - d) E.M.D. as prescribed in the Tender Notice.
 - e) Literature of information Brochures indicating detailed specification.
 - f) Documentary evidence in support of minimum annual turnover of Rs.1.50 crore for preceding 3 years in supply of items of veterinary medicines/ chemicals/ instruments and experience certificate of supplying items of medicines/ chemicals/ instruments & equipments for not less than 3 consecutive years to Government/ semi government Organizations/ UNO Agencies/ PSUs etc.
 - g) Power of attorney as per para 15 of the Tender.
 - h) Rates should be quoted in model format enclosed along with tender paper (Annexure – II)
 - i) List of enclosures to be furnished as per Annexure – III enclosed.
 - j) Details of the requirement for technical bid as mentioned in Para-B under "Submission of tender" in Annexure-IV.
 - k) Copy of S.S.I. registration Certificate along with list of items for which such registration is done.
 - l) Original or duly attested (indicating full name of the attesting officer). Photo copy of PAN card, return of the year 2010-11

- m) Original or duly attested (Indicating full name of the Attesting Officer) Photocopy of the VAT clearance certificate at least valid up to 31.03.2012 as per Section 99 of Rule 129 of OVAT Act. Foreign Companies / Bidders from outside the State shall not be required to furnish VAT clearance certificate in form 612, but shall furnish an undertaking in form of an affidavit stating that they have no business in the State of Orissa and have no liability under OVAT Act as per FD Circular No.3202(230)CTA 12/2008. In case of Tenderer exempted from Sales Tax/ VAT or if he enjoys the benefit of deferment, he must submit documentary evidence to the effect.
 - n) Documentary evidence explaining and establishing his credentials, manufacturing capacity, quality control systems, financial background, past performance, available capacity both technical and financial.
 - o) Up-to-date drug license against the items of schedule- A.
33. After testing of medicines if any adverse report on any item is received, the supplier / Tenderer will have to refund the entire cost of medicines supplied along with forfeiture of EMD / SD. In case where payment is not required to be released the same shall be forfeited to Govt. Besides the above, action will be initiated for black listing Firm / supplier / Tenderer on the report of the competent authority.
34. Any dispute arises out of the contract shall be settled amicably. However, the decision of the Director A.H. & V.S., Orissa, Cuttack in this regard shall be treated as final.
35. Any legal dispute is subject to Cuttack jurisdiction only.

**Director of Animal Husbandry & Veterinary Services,
Orissa, Cuttack**

TENDER FORM

From

M/s
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To,

The Director of Animal Husbandry & Veterinary Services,
Orissa, Cuttack – 753001

Sub : Tender Notice No. Dated

Dear Sir,

In response to your advertisement in the
DatedMedicines for the year 2011-12. I/ We, a Company / a
Partnership / Firm / an Association / Sole proprietor in the case of a firm, an
association of a syndicate (please set out here full name of all partners or members)

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..... carrying on business at
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hereby tender to supply the articles including all accessories and attachments
complete in all respects at the firm rates quoted in the schedule attached.

2. I/ We agree that this offer shall remain valid for a period of 12 months from
the date of issue of the approved list or till publication of the next approved list
whichever is earlier and, if the offer is withdrawn before the said date, I/we shall be

liable for damages to the extent of the percent or my/our Tendered value & pay you the same forthwith on demand without protest or demur.

3. I/We hereby agree to abide by and fulfil the terms & conditions set out in the INVITATION TO TENDER INSTRUCTIONS TO TENDERERS CONDITIONS OF THE TENDER SCHEDULE AND ANNEXURES HERETO, which shall be deemed to form a part of this tender & I/We return herewith all these documents attested on each page in token of my / our acceptance thereof.
4. I/We hereby further agree to notify the Director, Animal Husbandry and Veterinary Services, Orissa, Cuttack at any time whether before or after acceptance of my / our tender any change in the address and or constitution of my/our firm/association / syndicate either by death or retirement of any partner or by the admission of a new partner of member or otherwise (this clause shall apply where tenderer is a firm / association or syndicate)
5. I / We do hereby certify that I am / we are real manufacturers / stockist / importers / authorized agents of the overseas suppliers and my/our financial position is quite sound to fulfil the contract.
6. I/We hereby declare that this Tender and your acceptance to be notified by you shall constitute a valid and binding contract between us.

In presence of

1. Signature of witness

Address Signature of the Tenderer

..... Seal of Tenderer

Full Address

.....

.....

2. Signature of witness.

Address.

.....

Cable

.....

Telex

Telephone No.

Fax No.

ANNEXURE – I

1. Status of the Firm, (Proprietorship, Partnership, (P) Ltd., limited company) :
2. Name of the Tenderer :
3. Whether a limited firm or Public or private under-taking :
4. The name and address of proprietor / partners / Managing Director / Manager / Principal Officer. :
5. Financial condition of the firm whether solvent or not with details there of :
6. Whether manufacturer or/ Distributor or/ Sole selling Agent (in the case of mixed business, the items for each should be indicated) :
7. Varieties of articles dealt with and names of the items. :
a) Is it a Registered firm under the Partnership Act? If so, Regd. No. & date & office of Registration should be given. (Please furnish and attested true copy of certificate of registration).
8. b) If it is a company incorporated under the Companies Act, please furnish an attested true copy of certificate of incorporation. :
9. Are you a Regd. Sales Tax Dealer & if so. please quote both Provincial & Central Sales Tax Regd. No. :
10. Name of the authorized person who can hold discussion on your behalf at the time of necessity :
11. The names of the proprietors / partners or Managing Directors / Principal officer with address or Addresses as the case may be who is authorized to receive money in case of endorsed bill on behalf of the firm from the DIRECTOR / Indenting Officer and their specimen signatures in duplicate for each. :
12. Are you an income Tax assessee ? Please furnish the current income tax

- return / non-assessment certificate
- 13 Indicate in detail about the previous experience of supply of articles tendered for (attach additional sheets)

CERTIFICATE :

Certified that the information furnished above are true and correct to the best of our / my knowledge and belief. In case any or all the information given above or the Tender documents is or are found to be incorrect at any time, I undertake the liability to be proceeded within any manner. Any change or changes in regard to the information furnished will be intimated by us / me as and when such changes occur.

Signature of the

Prop./Partner/Managing Director / Manager/
Principal Officer / Authorised signatory

(Strike out which ever not applicable)

ANNEXURE – II

MODEL FORMAT for Medicines (One rate for one item with one brand name to be quoted)

Sl. No.	Sl. No. of the Tender Item	Name of the item as per the tender schedule	Make/Brand	Unit	MRP	Basic Rate	Excise Duty	E.T	VAT/ CST	Total
1	2	3	4	5	6	7	8	9	10	11

ANNEXURE – III

List of enclosures attached to the Tender Documents:

Signature of the Tenderer
In full with seal & date

ANNEXURE – IV

Sl. No.	Sl. No. of the Tender Item	Experience in supplying veterinary medicines of reputed manufacturers of National and International level		The make and brand be specifically stated for each medicines/for which the rate is quoted		Specification of each medicines notified in the tender for which the rate is quoted by the tenderer	State the ISO-Certification 9001-2000 for each medicines notified for which the rate is quoted by the tenderer	Business turn over of the manufacturer of which make the rate is quoted by the tenderer
		medicines	Name of the manufacture	Make	Brand			
1	2	3	4	5	6	7	8	9

