

**OFFICE OF THE DEPUTY DIRECTOR VETERINARY SERVICES
DISTT. DURG. (CHHATTISGARH)**

YEAR 2011-12

TENDER FORM

FOR

VETERINARY PHARMACOPIAL MEDICINES

**LAST DATE OF
SUBMISSION**

Date. 16.06.2011 up to 3.00pm

OPENING DATE

Date . 16.06.2011 at 4-00pm

कार्यालय उपसंचालक पशु चिकित्सा सेवायें,
जिला दुर्ग छ.ग.

कमांक 745 / भण्डार/ औषधि/ निविदा/ 2011-12/

दुर्ग दिनांक 16.05.2011

-:: निविदा आमंत्रण सूचना ::-

संचालनालय का पत्र कमांक 3102/ तक.भण्डार/ 14/ 2011-12/ रायपुर दिनांक 28.04.2011 अनुसार वर्ष 2011-12 के लिए दुर्ग जिले के पशु चिकित्सा संस्थाओं, प्रक्षेत्रों एवं अन्य संबधित संस्थाओं हेतु एलोपैथिक, फार्माकोपियल पशु चिकित्सा औजारात एवं उपकरण, टीकाद्रव्य इत्यादि के कय हेतु मोहरबंद लिफाफे में निर्माता फर्मों/ अधिकृत विक्रेताओं से पृथक पृथक निविदा आमंत्रित की जाती है।

निविदा प्रपत्र जिला कार्यालय में आवेदन प्रस्तुत कर कार्यालयीन दिवस एवं समय में प्राप्त किये जा सकते हैं। डाक से निविदा प्राप्त करने हेतु डाक व्यय रु. 100/- (रु एक सौ) मात्र का अतिरिक्त भुगतान करना होगा। निविदा प्रपत्र कय हेतु देय राशि वापसी योग्य नहीं होगी। डाक द्वारा केवल रजिस्टर्ड पोस्ट/ स्पीड पोस्ट से प्राप्त निविदाए ही मान्य होगी। डाक द्वारा प्रेषित निविदाओं में किसी प्रकार के विलंब के लिए अधोहस्ताक्षरी कार्यालय जिम्मेदार नहीं होगा। निविदा प्रपत्र कय करने के पूर्व निविदा प्रपत्र का अवलोकन कार्यालयीन अवधि में अधोहस्ताक्षरी कार्यालय में किया जा सकता है जिसमें कय की जाने वाली सामग्री का नाम, अनुमानित कय मात्रा एवं जमा की जाने वाली सुरक्षा निधि के साथ साथ निविदा शर्तों का उल्लेख किया गया है।

निविदा प्रपत्र विक्रय तिथि	निविदा विक्रय करने की अंतिम तिथि एवं समय	निविदा प्रपत्र जमा करने की अंतिम तिथि एवं समय	निविदा खोलने की तिथि एवं समय	प्रति निविदा प्रपत्र विक्रय मूल्य
1	2	3	4	5
16.05.11 से	16.06.11 दोपहर 12:00 बजे तक	16.06.11 अपरान्ह 3:00 बजे तक	16.06.11 अपरान्ह 4:00 बजे	500/-

निविदा प्रपत्र विभागीय वेबसाइट [www.http//ahd.cg.gov.in](http://ahd.cg.gov.in) से भी डाउनलोड की जा सकती है। डाउनलोड की हुई निविदा प्रपत्र की राशि निविदा जमा करते समय उपसंचालक पशु चिकित्सा सेवायें दुर्ग के पदनाम से डिमांड ड्राफ्ट द्वारा जमा करना अनिवार्य होगा।

निविदा प्रपत्र प्राप्त करने, जमा करने, खुलने का स्थान: कार्यालय उपसंचालक पशु चिकित्सा सेवायें पटेल काम्पलेक्स के सामने, पदमनाभपुर रोड दुर्ग

निर्धारित समयावधि के पश्चात प्राप्त निविदायें स्वीकार नहीं की जावेगी। निविदा आमंत्रण की कार्यवाही स्थगित/ निरस्त करने का संपूर्ण अधिकार उपसंचालक पशु चिकित्सा सेवायें दुर्ग के पास सुरक्षित रहेगा।

सही/-

उपसंचालक पशु चिकित्सा सेवायें,
जिला दुर्ग छ.ग.

**OFFICE OF THE DEPUTY DIRECTOR VETERINARY SERVICES
DISTT. DURG. (CHHATTISGARH)
YEAR 2011-12**

TENDER DOCUMENT

**FOR SUPPLY OF VETERINARY PHARMACOPIAL
MEDICINES**

- Issued to M/s
- Price of tender document Rupees (500/- five Hundred only)
- Price received:.....
- Receipt No. /Date

Signature and designation of issuing officer

.....

**Deputy Director Veterinary Services
District Durg (Chhattisgarh)**

TABLE OF CONTENTS

S.No.	Particulars	Page no.
SECTION A:	TENDER SUPPLY LETTER	06
SECTION B:	TENDER NOTICE	07
SECTION C:	INFORMATION AND INSTRUCTIONS FOR BIDDERS	08-10
	Submission of Proposal	
	Validity of Proposal	
	Language and Currency of Proposal	
	Tendering Cost	
	Risk of Proposal Rejection	
	Changes in Tender Document	
	Tender Evaluation	
	Right to Reject/Accept any of all Bids	
	Penalty Clause	
	Mode of Submission of Proposals	
	Right to Black List Defaulting Contractors	
	Authorized Signature	
SECTION D:	TENDER TERMS AND CONDITIONS	11-14
SECTION E:	TECHNICAL PROPOSAL AND CONTENT	15
SECTION F	FINANCIAL PROPOSAL AND CONTENT	16
ANNEXURE I:	FORMAT FOR FINANCIAL BID AND LIST OF MEDICINES	17
ANNEXURE II:	PACKAGING SPECIFICATIONS TO BE ENSURED WITH DELIVERIES	18
SPECIMEN 1:	COVERING LETTER	19
SPECIMEN 2:	GENERAL INFORMATION ABOUT BIDDERS	20
SPECIMEN 3:	AGREEMENT BOND (NON JUDICIAL STAMP PAPER OF RS 50/-, SIGNED AND NOTARIZED)	21
SPECIMEN 4:	DETAILS OF MANUFACTURING UNIT(S) OF THE CONTRACTOR AND AUTHORIZED DEALERS	22
SPECIMEN 5:	PERFORMANCE STATEMENT IN AN AFFIDAVIT BEFORE THE EXECUTIVE MAGISTRATE/PUBLIC NOTARY EXECUTED ON A NON JUDICIAL STAMP PAPER OF RS 50/-	23
SPECIMEN 6:	ACCEPTANCE OF TERMS AND CONDITIONS IN AN AFFIDAVIT BEFORE THE EXECUTIVE MAGISTRATE/PUBLIC NOTARY EXECUTED ON A NON JUDICIAL STAMP PAPER OF RS 50/-	24
SPECIMEN 7:	Detail of person (Relative of any gazetted officer of Veterinary department)	25
SPECIMEN 8:	Declaration for not being black listed	26
SPECIMEN 9:	LIST OF SAMPLES SUBMITTED	27

CHECK LIST

Sr. No.	Name of Documents	Page No.	Yes	No
1	2	3	4	5
1	Covering Letter (Specimen 01)			
2	General information about Bidder (Specimen-2)			
3	Agreement Bond (Specimen-3)			
4	Security Money Deposit in the form of BD of any scheduled Bank			
5	Duly attested photocopy of License for products duly approved by the Licensing authority			
6	Duly Attested Photo Copy of Valid Imported Licence issued by Licencing Authority			
7	Duly Attested Photo Copy of Market standing certificate issued by the Licensing Authority			
8	Details Of Manufacturing Unit And Authorized Dealers (Specimen 4)			
9	Annual turnover of Statement for 3 Year by Sales Tax authorities			
10	Duly Attested Photo Copy of Good Manufacturing Practices Certificate			
11	Duly Attested Photo Copy of Valid sales Tax Registration Certificates & Tax Clearance certificate up to 2010-2011 from competent authority.			
12	Performance Statement (Specimen-5)			
13	Acceptances of terms & Conditions (Specimen-6)			
14	Duly Attested Photo Copy of Non-conviction Certificate			
15	Duly Attested Photo Copy of the Organisation is Registered under S.S.I./ State Government Unit			
16	Incorporation Certificate incase of non proprietary Firm			
17	Details of persons (Specimen-7)			
18	Declaration for not being Black listed (Specimen 8)			
19	List of sample submitted (Speciman-9)			
20	Duly Attested Photo Copy of Authorization Certificate incase of manufacturer wish to supply the item through their Distributor/ Dealer			
21	Tender Form duly signed by authorized Person			
22	List of items quoted (Without indication of Prices)			
23	Financial Bid (Envelop)			

Submission of checklist duly completed is mandatory

Section A: Tender Supply Letter

Office of the Deputy Director Veterinary Services, District Durg

No.....2011-12/Tender/Store/Durg

Date.....

To,
M/s.....

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

Subject: - Tender for supply of VETERINARY PHARMACOPIAL MEDICINE

Ref : - Your Letter No Date.....

Please find herewith-enclosed tender form along with agreement bond, terms and condition of contract, list of products. Last date of Submission of tender is **16.06.2011 (3.00 pm)** and will be opened on the **16.06.2011(4.00 pm)** in the office of undersigned.

The tender will be received at Office of the **under signed**.

Encl: - 27 Pages only.

**Deputy Director
Veterinary Services
District-Durg**

Section B: Tender Notice

Deputy Director, Veterinary Services, District- Durg, (herein after referred to as Purchaser) invites sealed tender for the supply of **VETERINARY PHARMACOPIAL MEDICINE** from Manufacturer/ Authorized dealer (herein after referred to as "Bidder" or "Contractor").

The Tender form can be obtained from the Purchaser on producing application & payment of Rs. 500/- (Five Hundred) cash or by Bank draft (non refundable) of any scheduled bank in favour of **Deputy Director, Veterinary Services, District- Durg** or it can be downloaded from website <http://ahd.cg.gov.in/> and submitted along with the required bank draft of Rs. **500/-** mentioning as above with technical proposals (Technical bid envelop).

All interested licensed manufacturers/ authorized dealer are required to submit their technical proposal and financial proposals in two separate envelopes. The technical proposals will be accompanied with Security Deposit (SD) amount as specified in this tender document elsewhere. The SD should be included in the same envelope containing the Technical Proposal. The technical and financial proposals along with SD must be delivered to the **Deputy Director, Veterinary Services, District- Durg**, on or before the due date for submission of proposals mentioned elsewhere in the Tender document.

The Technical Proposals as indicated above shall be common for all categories of medicines. The Financial proposals will required to be submitted for each category of medicines separately.

The envelope containing Technical proposal along with the SD will be opened on the specified date and time in presence the Purchase committee and in presence of bidders or their authorized representatives who choose to attend.

The summary of various activities with regard to this Invitation of bids are as given below

1	Date of commencement of Sale of tender Document	16.05.2011 (during office hours)
2	Last Date of Sale of Tender Document	16-06-2011 (upto 12 pm)
3	Last Date and Time for Submission of Proposals	16-06-2011 (3.00 pm)
4	Date and Time of Opening of Technical Proposals	16-06-2011 (4.00 pm)
5	Security Deposit	3% of Budgetary Estimate of each quoted items as given in Annexure 1 of this tender document, in the form of Bank Draft from scheduled bank and as per terms mentioned elsewhere in the document. The Purchaser will not be liable to pay any interest on such SD amount. Cash or Cheques or any other mode will not be accepted.

Section C: Information and Instructions for Bidders

Submission of Proposal

The eligible manufacturers/ authorized dealers also referred to as “bidders” should submit their proposals in the format and content provided in Section E: Technical Proposal and Content and Section F: Financial Proposal and Content.

Technical proposal shall be placed in separate envelop clearly marked as “Technical Proposal” - For Supply of **VETERINARY PHARMACOPIAL MEDICINE** along with SD. The Tender Form Fee for those applicants who have downloaded the form online need to be submitted in form of Bank draft from a scheduled bank favoring **Deputy Director, Veterinary Services, District--Durg-**, which should be kept inside of Technical bid envelop.

Financial Proposal shall be placed in separate envelopes clearly marked “Financial Proposal – For Supply of **VETERINARY PHARMACOPIAL MEDICINE**. Both Technical and Financial Proposal shall be kept in an outer envelope clearly marked “Tender for the Supply of **VETERINARY PHARMACOPIAL MEDICINE** 2011-12 DUE ON 16-06-2011“. The outer envelope should also bear the submission address, name of the bidder and contact details.

The tenderer should apply in the enclosed format only. The same on acceptance will constitute the contract in terms specified there in. All/Any conditional tenders are liable to be rejected.

The filled Tender or Proposal should reach **Deputy Director, Veterinary Services, District- Durg** according to the last date and time for submission given in Section B: “Tender notice” however, purchaser may at its discretion extend the said deadline for submission of the proposal by amending the tender notice. Any proposal received late i.e. after the stipulated date and time will be rejected.

Validity of Proposal

The tender terms and conditions including financial rate contracts agreed upon with the successful bidder shall be **up to 31 March 2012**. The rate contract period may, however, be extended for a further period on mutually agreed terms on the discretion of the Purchaser for a maximum period of three months. Any contract mentioning otherwise validity period will not be considered.

Language and Currency of Proposal

All the enclosed documents shall be in English or Hindi, if any document is produced in any language other than English or Hindi, true translation copies of such documents in English shall be enclosed duly attested by a Gazzetted officer. Failure to submit English translation of such documents shall make tender invalid. Further the price quoted in the Proposals shall only be in Indian Rupees.

Tendering Cost

The prospective manufacturers/ authorized dealer shall bear all costs associated with tendering process with respect to preparation and submission of proposals. The Purchaser shall not be responsible or liable for any of these costs regardless of conduct or outcome of this tender process. It may be noted that none of the tender related costs related to preparation and submission and other incidentals costs if any are reimbursable

Risk of Proposal Rejection

Any proposal application which is incomplete from any respect i.e. not fulfilling any of the requirements of Section E: Technical Proposal or Section F: Financial Proposal or any other clause, conditions in the tender document shall be liable for rejection. Further any Illegible and over writing, cutting etc. in the rates filled in financial bid will make the proposal also liable for rejection.

Changes in Tender Document

Purchaser may at any time prior to the deadline for submission of bids, for any reasons, weather on its own initiative or in response to the clarification sought by any prospective bidder, modify, change incorporate or delete any part of the tender document. In order to allow sufficient time for preparation against such changes, Purchaser may at its discretion extend the deadline for the submission of bids.

Tender Evaluation

Financial bids will be opened by the purchase committee to provisionally assign the vendor selection for each item in the order of preference as under –

First Preference – Lowest Bidder (L-1)

Second Preference – L-II

Third Preference – L-III

The selected bidder(s) (also referred as Contractors in the document) will be communicated in writing about the results. The SD shall be returned to all unsuccessful bidders or disqualified bidders **only via registered post at the address** of communication mentioned in the application registration.

Right to Reject/Accept any of all Bids

- The Purchaser reserves the right of the accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tenderer.
- The undersigned may reject all or any of the tenders without assigning any reasons there of or annul the tender process without thereby incurring any liability to the prospective bidders.

- No tender shall be taken into consideration unless it satisfies all the requirements prescribed above and is presented within prescribed time limit. Purchaser, however reserves the right to give any relaxation in this connection.

Penalty Clause

The terms and conditions mentioned in the tender document contains the penalty clause as per the store purchase rules of CG that will get attracted in case of default from successful bidder.

Mode of Submission of Proposals

Proposal shall be accepted by registered post or speed post or by courier approved by P&T dept. or by depositing the tender form in the drop box at the address specified in **Section B: Tender Notice section of the document.** Proposals received in any other mode shall not be acceptable.

Right to Black List Defaulting Contractors

The purchaser reserves the right to Black List any contractor either in whole or in part limiting to certain products and for certain period for any breach of any of the terms and conditions of the tender. Such Black Listed Contractor or his establishment will not be eligible to participate in any of the departmental tenders accordingly.

Authorized Signature

If tender being submitted by a partnership firm or a company it must be signed separately by each partner/director and in the event of absence of any partner/director it must be signed on his behalf by a person holding power of attorney which should be issued by the person absent, authorizing him to do so which should be produced with the tender and it must be disclose that the firm is registered under Indian Partnership Act/Companies' Act along with specification of No. of Partners/Directors who constitute the firm/Company with their names & address. Each page of the proposal and its enclosures should be signed at the bottom by the tenderer / Authorized Person.

**Deputy Director
Veterinary Services
District Durg (C.G.)**

Section D: Tender Terms and Conditions

1. Security Deposit

- a. The Security Deposit (SD) should be equal to 3% of the value of budgetary estimate for each medicine as given in the Annexure 1 forming part of Financial Bid in Section E of the document. SD should only be in the form of Bank Draft from any scheduled bank favouring “**Deputy Director, Veterinary Services, District-Durg**”. SD in the form of Self CHEQUE/CASH/POSTAL / BANK Guarantee will not be accepted. For Public Sector Under takings Bank Guarantee shall also be accepted for the validity period of the proposal.
 - b. If the contractor is bidding for multiple Medicines or items, a single Bank Draft for the entire SD amount can be submitted.
 - c. In cases where the Successful bidder has won only a partial contract or in cases where he has won the supply contract for lesser number of items he had bid for, he can submit a Bank Draft with revised amount of Security deposit corresponding to such change. The basis of SD amount shall remain to be the 3% of the value of budgetary estimate for each item as given in Annexure 1.
 - d. Security Deposit in any other form, which may have been made earlier or any payment pending with the purchaser will not be adjusted towards the requirement of Security Deposit in this tender
 - e. The SD shall be returned to all unsuccessful bidders or disqualified bidders only via registered post at the address of communication mentioned in the application.
 - f. Security Deposit will be returned to the successful bidder after one month from the date of completion of the supply contract.
2. The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). **The Deputy Director, Veterinary Services, District Durg** at his discretion, will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.
 3. For any changes to the rates quoted by the firm in tender documents i.e. proposed rates & M. R. P. rates, at the time of supply then such changes must be informed to undersigned well in time (before supply) and following conditions shall apply with respect to any changes in rates during the period of supply or any extension thereof -
 - (a) After approval of Tender rate, if M. R. P. increases, there will be no change in approved rates and tenderer will have to supply the order on approved tender rates only.
 - (b) If M. R. P. decreases during the contract period then the quoted rates will also be decreased in the same proportion and the decreased rate will be treated as approved rate, Contractor will have to supply the Medicines at the reduced rate. It will be mandatory for the contractor to pre-intimate the purchaser about the reduction in rate due to change in MRP otherwise purchaser has the right to forfeit SD amount and/or blacklist the contractor and/or cancel his supply orders and/or recover the loss incurred to the Purchaser on account of such rate difference from the security deposit or

from any amount due to the contractor. The contractor will have to produce a certificate regarding change in MRP/no change in MRP with every invoice produced to purchaser. To produce such certificate will be sole responsibility of contractor.

- (c) M. R. P. should also be mentioned along with the quoted price, without which the tender will not be considered. Please refer the format in Annexure 1
- (d) On any circumstances the rates tendered shall not be allowed to be revised upward by the Contractor during the terms of the contract.
- 4. Purchase preference will be given to SSI Unit/Govt undertaking units as per Store Purchase rules of the Government of Chhattisgarh, provided those units have full fill all the other terms and conditions of the tender.
- 5. The approved/quoted prices will hold good **valid up to 31.03.2012** by **Deputy Director, Veterinary Services, District-Durg**. The delivery of goods by the contractor should be at **Deputy Director, Veterinary Services, District-Durg** or the place mentioned in purchase order. The cost of packing, forwarding, freight and other charges for effecting delivery at the destinations shall be borne by the Contractor (also referred to as Successful Bidder).
- 6. All dues regarding taxes and duties including sales tax commercial tax excise duty, octroi duties levied on the supply shall be payable by the contractor himself. The Purchaser on written request shall only grant a certificate of total quantity of supply made.
- 7. All losses during transit including the losses due to breakage and shortage, spoilage etc. will have to be borne by the contractor at his own cost.
- 8. In the event of the supply being not accepted at the destination due to any reason, it shall be responsibility of the contractor to remove the same forthwith at his own charges and cost.
- 9. Any amount due to the Government of Chhattisgarh from the contractor on any account in respect of this tender may be recovered from him as arrears of land revenue.
- 10. In case if contractor is manufacturer & manufacturers wish to supply the items through their distributors or Agent, Prior intimation about such distributor or Agent through which the Medicines will be supplied shall be provided with authorization certificate to the **Deputy Director, Veterinary Services, District-Durg** in writing, However the purchase orders shall be made in the name of Bidder only. Bidder will raise Invoice in the name of purchaser and the respective payments shall be made in the name of manufacturer only. In case if contractor is authorized dealer then he has to produce authorization letter certificate issued by manufacturer referring this tender notice to quote the rates of the item/s. These documents are to be submitted with technical bid envelop.
- 11. If a dispute arising out of and/or connection with and/or in relation to this tender or breach or termination hereof exists between the parties and the same cannot be settled within seven days by mutual discussions. Such disputes or differences shall be referred to arbitration under the provisions of the Arbitration and conciliation Act, 1996. the arbitration panel decision shall be final and binding on the parties. Arbitration only at Durg.

12. **Deputy Director, Veterinary Services, District-Durg** reserves the right to increase or decrease the size of the order during the contract. The contractor will be bound to comply without any claim for the compensation.
13. The contractor shall be held responsible for the supply of any spurious or contaminated Medicines or substandard medicines and the cost involved in testing and other legal proceeding and the cost of replacement will be borne by him.
14. The composition/specification of the medicines & drugs to be supplied should comply with IP, BP, USP or other notified pharmacopoeia standards.
15. Supply being made should be strictly of the same description as prescribed in the purchase order and in the same quantity as per purchase order issued. Any deviation without prior approval from **Deputy Director, Veterinary Services, District-Durg** in writing from Purchase Order in terms of Item description, its unit of measure or quantity will not be acceptable and such supply will not be liable for payment.
16. Expiry of the medicines and drugs must be at least one year after the date of supply.
17. Medicine should be dully labeled indicating batch number, expiry date, MRP rates/for institutional supply (**C.G. Govt. Supply-NOT FOR SALE**) and other necessary instruction
18. **Orders and Delivery Schedules**
 - a. The purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned in Financial Proposal Annexure 1 against the items is tentative and no claim for release of order for that many quantities will be entertained.
 - b. The purchaser reserves the right to order for only such quantity as may be necessary and the Contractor is bound to supply the ordered quantity only, Purchaser may issue subsequent orders as and when required. Quantities supplied in excess will not be paid for.
 - c. The entire supply shall need to be completed with in the period mentioned in the Purchase Order or for the period extended by the **Deputy Director, Veterinary Services, District--Durg**.
 - d. If the contractor fails to execute the supply within the stipulated time, the purchaser is empowered to make emergency purchases at the risk & cost of the contractor and claim the difference in total cost from the tenderer in addition to other penal clauses.
19. **Penalty Clause:**
 - a. In case commodities indented are not supplied with in the time limit or loss is not made good according to the terms & conditions of this contract, the tenderer shall be liable to pay liquidated damages and by the way of penalty the sum of 2% of the cost of order placed, shall be deducted from the bill for every month of delay (Month will be considered of 30 days and part month will be considered as Full month for the calculation of penalty).
 - b. Further it shall be lawful for the **Deputy Director, Veterinary Services, District-Durg** to purchase the articles indented from open market at the risk and cost of the contractor who in addition to the liquidated damages, aforesaid shall also be liable for any losses or damages caused by the said purchases to the Government.
 - c. In case, however, no supply is made even after expiry of **60 days** from the date issue of order of supply, the amount of security deposit shall be

forfeited to the Government of Chhattisgarh and the contract shall stand terminated.

- d. **Remedial Clause:** However, if the purchaser is satisfied that the delay in supply was caused by the circumstances beyond the control of contractor, he may grant him in writing, extension of time which will not exceed 90 days and shall not be extended again. In such case the purchaser may forgo the whole or part of the liquidated damages as the purchaser may deem proper except the actual extra cost incurred in making purchases from open market.
20. The Drugs and medicines shall be supplied in the packaging specifications as provided in Annexure II.
21. The Invoice/Billing shall be done in the name of “**Deputy Director, Veterinary services, distt. Durg, CG**”
22. The Information with respect to Manufacturer excise registration no, Purchase Order No issued by the Purchaser, Drug License No., VAT/Sales Tax Registration No, MRP MUST be mentioned in the Invoice with other details. Invoices not complying with these conditions and/or not supported by proof of delivery shall not be liable for payment.
23. The tenderer shall deposit two sealable/ marketable sample for those items asked for sample submission indicating by “S” in financial proposal (Annexure 1) with the **Deputy Director, Veterinary Services, District--Durg**. The list of items deposited along with certification from concerned Departmental officers, should be enclosed with Technical bid of the tender form itself by the tenderer. If any tenderer has not deposited samples as specified and not furnished certification, his tender is liable for rejection.
24. The non approved samples will be returned to the respective firms by **Deputy Director, Veterinary Services, District--Durg** The firm will take back the non approved samples at their expenses with in 30 days on intimation from **Deputy Director, Veterinary Services, District--Durg**. The authorized person on behalf of the tenderer will obtain the acknowledgement from **Deputy Director, Veterinary Services, District-Durg** for the deposits & receipt of samples.
25. Required Items are to be supplied at the address of consignee mentioned in work order. After receiving the goods the quality and quantity will be verified by the committee. The specification of Items should strictly tally with specifications of samples submitted by the tenderer along with tender.
26. No. of units of sample will be 2 for each. To ensure conformity with desired specification purchaser can/will send them for field trial &/or laboratory testing & if found satisfactory then only the financial proposal will be considered.
27. The purchaser reserves the right to randomly select from each batch of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic act and Rules notwithstanding the routine sampling that may be carried out by the Drugs and Regulatory authorities. The batches resulting in rejections shall be returned to the Contractor at his own cost. The cost of medicines and the cost of removal of such medicines incurred by the contractor shall not be paid for.
28. In the event of breach of any of the above terms & conditions of the contract by the contractor, the purchaser, shall have the right to forfeit the security deposit or the balance there as the case may be, for the said breach, but without prejudice to the right of Government of Chhattisgarh to recover further sum as damages from any sum which may become due to the contractor by the Government or otherwise however.

**Seal &
Signature of Contractor**

Section E: Technical Proposal and Content

In order for the Purchaser to evaluate the technical proposals fairly and completely, all prospective bidders must follow the sequence and format laid out below for submission of their technical proposal. To be considered the bidders must provide a complete response to the technical proposals along with supporting and must submit following minimum requirements in the sequence mentioned below –

1. Covering Letter (**Specimen 1**)
2. General Information about Bidders (**Specimen 2**)
3. Agreement Bond (**Specimen 3**)
4. Security Deposit and Physical Security Deposit in the manner provided elsewhere in the document.
5. Duly attested photocopy of **Manufacturing License** for the products approved by the Licensing authority must be enclosed for each and every product quoted in the tender. The license must have been renewed up to date & valid for complete Rate Contract period & supplies being made against it. The copy should be legible; items should be clearly marked and should be clearly readable. The attestation should be made by a public notary/Gazetted Officer. If **the manufacturer** is bidder then he has to produce manufacturing license of their own and if the bidder is **authorized distributor/dealer /supplier** then he has to produce manufacturing license of the manufacturer whom the products are quoted.
6. Manufacturer/ Authorized distributor/dealer/supplier, whoever is bidding, should have minimum average annual turnover of **Rs. 50 lakhs** during the last three financial years. The duly attested copy of Certificate of annual turnover should be issued by Chartered Accountant (CA) and should be supported by Audit Report and Audited Financial statements for last three years i.e. 2008-09, 2009-10.and 2010-11 In case Audit of 2010-11 is pending, provisional financial statements with scanned copy of turnover certificate from the Chartered Accountant must be submitted.
7. Duly attested photocopy of **Market Standing Certificate** issued by the Licensing Authority, as a Manufacturer with at least two years continuous manufacturing License i.e. **2009-2010 and 2010-2011** in respect of items covered by Drugs and Cosmetics act, 1940 and rules there under for each drug quoted. If the **manufacturer** is bidder then he has to produce Market Standing Certificate of their own and if the bidder is **authorized distributor/dealer /supplier** then he has to produce Market Standing Certificate of both i.e. their own and of the manufacturer whom the products are quoted
8. Duly attested photocopy of **Non-conviction certificate** issued by the drug controller is compulsory enclosed of the year 2010-11. If the **manufacturer** is bidder then he has to produce Non-conviction certificate of their own and if the bidder is **authorized distributor/dealer /supplier** then he has to produce Non-conviction certificate of both i.e. their own and of the manufacturer whom the products are quoted.
9. Duly attested photocopy of **GMP certificate of last two financial year i.e. 2009-10&10-11** issued by the drug controller issued by the concerned authorities, and . if the **manufacturer** is bidder then he has to produce GMP certificate of their own and if the bidder is **authorized distributor/dealer /supplier** then he has to produce GMP certificate of the manufacturer whom the products are quoted.
10. Duly attested photocopy of valid sales Tax registration certificates issued by concerned Authorities. Tax Clearance certificate up to 2010-2011 from competent authority.
11. Details of the Manufacturer/ Authorized distributors/dealer/suppliers. (**Specimen 4**).
12. Performance Statement in an affidavit executed before Executive Magistrate/Public Notary. (**Specimen 5**)
13. Acceptance of Terms and Conditions (**Specimen 6**)
14. Details of personnel working with the manufacturer/authorized dealer/supplier and have relatives as gazetted officer in veterinary department (**Specimen 7**)
15. Declaration for not being black listed (**Specimen 8**).
16. List of sample submitted (**Specimen 9**)
17. If the organization is registered under SSI/ State Gov Undertaking Unit, upload Duly attested copy of registration.
18. Incorporation Certificate of the Organization (Incase of Non Proprietary firm)
19. Duly attested Authorization Certificate in case Manufacturers wish to supply the items through their Authorized distributors/dealer/suppliers.
20. Duly attested Authorization certificate issued by manufacturer of item, if Authorized distributor/dealer/supplier is submitting tender.
21. **Duly complete checklist is mandatory.**

Note -The above documents should be arranged in serially as given in above manner with paging.

Section F: Financial Proposal and Content

Separate Financial Proposal for each category of medicines should be placed in different envelopes clearly marked "Financial Proposal for **Veterinary Pharmacopial Medicines**. Each Financial Proposal be submitted with the covering page as below –

To,

The Deputy Director,
Veterinary services
Distt Durg, CG

Subject: Financial Proposal for Supply of **Veterinary Pharmacopial Medicines** to the office of Deputy Director of Veterinary services, Durg, Chhattisgarh

Dear Sir,

I/We _____ (name of the Organization) are pleased to submit our financial proposal for the supply of Pharmacopoeia Medicines and Dressing Material in accordance with our technical proposal and as per request in Annexure 1 of the tender form dated _____

Our Attached financial Proposal is for the total sum of Rs given as below –

S.No.	Category of Medicines	Amount in Figures (Rs) (total for all medicines) (inclusive of all taxes, freight and Insurance)	Amount in Words (total for all medicines) (inclusive of all taxes, freight and Insurance)
1	Pharmacopial Medicines as per format and list attached in Annexure 1 to the Tender Document		

We understand that our financial proposal is unconditional and any conditions mentioned shall make our tender liable for rejection. Our financial proposal shall be valid till 31 March 2012 or till the end of supply as per terms and conditions of supply period laid elsewhere in the tender document.

We acknowledge that with reduction in MRP of items being supplied in this tender there would be a proportionate decrease in our quoted price. We take full responsibility to intimate the Purchaser with such change in advance to supply.

Thanking You,

Yours truly,

Name and Signature of Authorized Signatory

(Note: Proprietor/Partner of Firm/Director of Company will sign the letter)

Annexure I: Format for financial bid and List of Pharmacopeia Medicines

S No	Name of the Drug	Specifications	Sample Required Indicating (S)	Packing	Approx. requirement	Approx. Value	SD Amount	Trade name	Drug licence NO.	Drug licence page no.	Manufactured & Marketed by	Basic price inclusive of incidental services	Packing & forwarding charges	Excise duty	Freight insurance charges	Sales tax applicable	Total landed price (Rs)	MRP	Rebet % on M.R.P.	
	To be filled by purchaser							To be filled by manufacturer												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1	Acridflavin	IP / BP grade, etc	S	25 gm pkt	200	18600	558													
2	Castor oil	IP / BP grade, etc	S	400 ml	360	17820	535													
3	Copper sulfate	IP / BP grade, etc	S	500 gm	360	26640	799													
4	Glycerine	IP / BP grade, etc	S	400 ml	360	14400	432													
5	Hydrogen peroxide 30%	IP / BP grade, etc	S	400 ml	360	12600	378													
6	Magnesium sulfate	IP / BP grade, etc	S	25 kg	150	39750	1193													
7	Potassium permanganate	IP / BP grade, etc	S	450 gm	360	28440	853													
8	Soda bicarb	IP / BP grade, etc	S	450 gm	360	3960	119													
9	Turpentine oil	IP / BP grade, etc	S	5 lit	100	43500	1305													
10	Carbolic Powder	IP / BP grade, etc	S	25 Kg	300	60000	1800													
11	Tr. Benzoin	IP / BP grade, etc	S	400ml	300	3530	106													
12	Trypen Blue	IP / BP grade, etc	-	25 gm pkt	25	16500	495													
13	Turpentine Liniment	IP / BP grade, etc	S	500 ml	150	12000	360													
14	Boric Acid Powder	IP / BP grade, etc	S	400 gm	150	5250	158													
15	Formeline 40% W/v HCHO	IP / BP grade, etc	S	2.5 Ltr	36	16920	508													
16	Lugols Iodine	IP / BP grade, etc	S	100 ml	150	8250	248													
		TOTAL				328160	9845													

Seal & Signature of Manufacturer Authorizd Dealer with Date

Annexure II : Packaging Specifications to be ensured with deliveries

1. It should be ensured that only first use packaging material of uniform size including bottle and vial is used for making supplies.
2. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
3. The cap of bottles of preparations should not carry the name of the supplier.
4. Packing should be able to prevent damage or deterioration during transit.
5. No box should contain mixed products or mixed batches of the same product.
6. All containers and closures, which come in direct contact with the drug, shall comply with specification stipulated in the Indian Pharmacopoeia or any recognized Pharmacopoeias (e.g. BP, IP, USP etc)
7. Every box should carry a large outer label clearly indicating that the product is for " C.G. Govt. Supply – NOT FOR SALE", bottles and packets shall also contain label " C.G. Govt. Supply – NOT FOR SALE."
8. The every Box should be Sealed with Gum Tape running along the Top & Lower opening.
9. The Product Label on the Carton should be large it should carry the correct technical name strength of product, date of manufacturing, date of expiry, quantity packed.

Specimen 1: Covering Letter

Dated:

To,

The Deputy Director
Veterinary services
District Durg

Subject: Technical & Financial Proposal for supply of VETERINARY PHARMACOPIAL MEDICINE to the Deputy Director, Veterinary Services, District-Durg.

Dear Sir,

This is in reference to your tender notice dated _____ inviting proposals for the above supply. We _____ (name of the Organization) are pleased to submit our proposal for the above supply.

We have enclosed supporting information/documents with respect to technical proposal in Envelope1 to aid in evaluation of our proposal and financial Bid in Envelope 2 in separate sealed cover.

We hereby certify that all the documents and information contained in the submissions are true and correct to the best of our knowledge. We also state that we have read and understood the terms and conditions mentioned in the tender document and agree to abide by them. We further state that we are ready to undertake such supply order as per requirements laid down in the tender document.

We understand that submission of this bid does not confer any right to us for selection. We also understand that the Purchaser reserves the right of the accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tenderer.

For any clarifications Mr. _____ , of _____ (Name and Address with Telephone Number) may be contacted.

Thanking You,

Yours truly,

Name and Signature of Authorized Signatory

(Note: Proprietor/Partner of Firm/Director of Company will sign the letter)

Specimen 2: General Information about Bidders

1. Name of the Firm
2. Address of the Firm for Correspondence:
.....
.....
3. Constitution of the Firm

(Proprietorship, Company, Partnership etc)
4. PA Number of the Firm
5. Year of Incorporation of the Firm
6. In case of non proprietary firm, Name of Authorized Person for signing the tender: -

.....
.....

(Encl. Power of attorney and Deed letter)
7. Name and Address of all the Partners/Directors (in case of Partnership firm/Company):

Signature of Contractor

With seal

Specimen 3: Agreement Bond (Non Judicial Stamp Paper of Rs. 50/-, Signed and Notarized)

AGREEMENT BOND

I/We hereby tender for the supply of Veterinary Pharmacopial Medicines to the Government of Chhattisgarh acting through the **Deputy Director, Veterinary Services, District--Durg.**, (hereinafter called purchaser) for supply of Veterinary Pharmacopial Medicines at the rates mentioned in the schedule of this memorandum in accordance with the terms and condition. I/We here by agree to abide by and fulfill the terms of this tender and all conditions of contract opened here to, or in default there of to forfeit the security deposit and pay to the said Government of C.G. or his successors, the penalties of sum of the money mentioned in the said condition.

In case I/We fail to undertake the supply of commodities or violate any of the said terms and conditions of contract dated this day of 2011, I/We understand that the sum of security deposit, the full value of which will be absolutely forfeited by the said purchaser without prejudice to any other rights or remedies to the said purchaser in the office.

Witness.....

Address.....

Occupation.....

Signature of Contractor

(Name & Seal.....)

The above tender is hereby accepted by me on behalf of Government of Chhattisgarh, Dated2011.

**Deputy Director
Veterinary Services
District-Durg**

Specimen 4: Details of Manufacturer/Authorized distributor/dealer/supplier

For Manufacturer -

Name of Manufacturer, Full address*, Phone Nos., Fax nos, Email

.....

Manufacturers Date of Inception

Manufacturers License No. & Date

.....

Issued by

Valid up to

Details of Installed Production Capacity and Actual Production for the year 2010-11

S.No.	Name of item	Installed Production Capacity	Actual Production for the year 2010-11

*The details of manufacturing unit shall be for the premises where items quoted are actually manufactured (Location of the factory).

Name & Signature of the Authorized Signatory

For authorized distributor/dealer/supplier -

Name of Authorized distributor/dealer/supplier, Full address,Phone Nos., Fax nos, Email

Name of companies for which the bidder is Authorized distributor/dealer/supplier (attach letter of authorization)-----

Name of Manufacturer, Full address*,Phone Nos., Fax nos, Email.....

*The details of manufacturing unit shall be for the premises where items quoted are actually manufactured (Location of the factory).

Name & Signature of the Authorized Signatory

**Specimen 5: Performance Statement in an affidavit before the
Executive Magistrate/Public Notary executed on a Non judicial
stamp paper of Rs 50/-**

PERFORMANCE STATEMENT
(For a period of last two years)
(2009-2010 & 2010-2011)

Name of the Firm: _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered items	Value of order (Rs)	Delivery period		Remarks indicating reasons for late delivery, if any	Was the supply of items satisfactory? (attach a certificate from the Purchaser/Consignee) At least two Government Consignee during last two year
				As per Original contract	Actual		

Signature and seal of the Bidder _____

Specimen 6: Acceptance of Terms and Conditions in an affidavit before the Executive Magistrate/Public Notary executed on a Non judicial stamp paper of Rs 50/-

Acceptance of Terms and Conditions

To,

Deputy Director
Veterinary Services,
District-Durg

Dear Sir,

We submit here with our proposal on your Tender Notice..... Dated with our quotation against respective items. We have carefully perused the Terms & Conditions of the Tender document and accept the same.

For, and on Behalf of the firm

(Firm's Name & Address)

(Signature of Authorized Signatory)

WITNESS:

Signed in my presence:

Name:.....

Designation:.....

Seal:

Notary Public

(With Name & Complete Address)

Specimen 7: Details of Persons who are working with the Manufacturer/Tenderer who have relatives of any Gazetted officers of Veterinary departments of CG

A list showing the name of the persons who have working with the tenderer and are near relations of any Gazetted officers of Vet. Departments in C.G.

Sr. No.	Name of persons working with tenderer	Related to which Gazetted Officer of Vet. Dep't.	Nature of relation	Remark
1				
2				
3				
4				

Signature of Tenderer

Specimen 8: Declaration for not being Black listed

I/We, M/s-----declare that we are not being blacklisted by any State including Chhattisgarh during last 5 years.

Name & Signature of the Authorized Signatory

Specimen 9: List of Samples Submitted

List of samples submitted –

S.No.	Name of Item	Model/Make	Packing	No. of units submitted

Signature of Contractor