

GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE
Maraimalai Adigal Salai, Puducherry – 605 001

**e-Tender Conditions for the supply of Medicines
and Equipments for the year 2022-2023**

TABLE OF CONTENTS

Sl. No.	Description	Page No
1.	Tender /Contact details	2
2.	Eligibility Criteria	2
3.	Earnest Money Deposit (EMD)	3
4.	Tender Documents	4
5.	Technical Bid	5
6.	Price Bid	7
7.	Specifications	8
8.	Special conditions	9
9.	Samples	10
10.	Security Deposit	10
11.	Agreement	10
12.	Supply Conditions	11
13.	Delivery Conditions	11
14.	Terms of Payment	12
15.	Quality	12
16.	All clauses	13
17.	Penalty clause and Rejection	13
18.	Dispute settlement	14
19.	Termination of contract	14
20.	Annexure	15
21.	Agreement	23

1. TENDER / CONTACT DETAILS:-

Sl. No.	Description	Date and Time
1.	Date of Publishing e-tender	30.09.2022, 9.00 AM
2.	Pre-bid meeting for the participants	06.10.2022, 3.00 PM
3.	Last date for Submission of Sample at the Department	26.10.2022, 3.00 PM
4.	Last date for Submission of Tender Fee and EMD through e-procurement portal	26.10.2022, 4.00 PM
5.	Last date for Submission of Tender online	26.10.2022, 5.00 PM
6.	Date for Opening of Cover 'A' online by the committee	27.10.2022, 10.30 AM
7.	Date for Opening of Cover 'B' online by the committee	Will be intimated after finalization of "Cover A"

Place of opening of tender :: The Directorate of Animal Husbandry and Animal Welfare.

Contact for Communication :: The Director, Department of Animal Husbandry and Animal Welfare, Maraimalai Adigal Salai, Puducherry - 605 001.
Ph. 04132203135, 04132201328
e.mail: ahd.pon@nic.in

The Veterinary Assistant Surgeon,
Central Veterinary Medical Store and Vaccine Depot.,
Maraimalai Adigal Salai, Puducherry- 605 001.

Contact for any technical query in BOQ uploading : e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry.
Help-Line: (0413) 2220225, 24X7 HelpDesk: 0120-4001 002

Cost of the Tender Fee : : Rs.300/- and GST Rs.54/-. The Bidder shall have to pay the tender fees, and GST through e-procurement portal viz.,
<https://pudutenders.gov.in/>.

Website : www.pudutenders.gov.in

2. ELIGIBILITY CRITERIA

Only Manufacturer and Direct Importers holding valid import license, whose average annual turnover for 3 years i.e., 2019-2020, 2020-2021, and 2021-22 is more than Rs.35 lakhs are eligible to participate in the tender for medicines. Distributors / Suppliers and **third party authorized manufacturers are not eligible** to participate in the tender for medicines Code-A, Code-B and Code-D. Tenderer for equipments (Code 'E') whose average turnover for 3 years i.e., 2019-2020, 2020-2021, and 2021-22 must also be more than Rs.35 lakhs.

2. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the tender itself. Further correspondence will not be entertained.

3. The Tenderer should submit a recent notarized affidavit that they have not been black listed due to quality failure for the quoted product / firm by any State Government/ Central Government/ its Drug procurement agencies (Notarized affidavit as per Annexure 2) for last 3 years.

4. The Tenderer has to submit a valid Non Conviction Certificate from State Drugs Controller and stating that no case is pending against the organization under the "Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time to time.

5. The firms / manufacturers whose product/ products have been tested as “Not of Standard Quality” are not eligible for participation in the tender, if they have not completed 5 years as on **01.01.2022** from the date of test by the Drugs Controller or otherwise such tenders will be rejected even if received.
6. If the purchase committee comes to know of such blacklisted status of the firm, subsequent to the opening of the Tender/Acceptance of the Tender/Awarding of the Contract, all the deposits and dues of such Tenderers shall be forfeited to the Government besides termination of the rate of contract if any.
7. Selection of the tenderer would very much depend upon the **(efficacy /quality of the product offered)** and the Lowest Net rate.
8. Any attempt on the part of the tenderers or their agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify them.

3. EARNEST MONEY DEPOSIT (EMD) :-

9. An amount not less than the amount stipulated has to be paid towards earnest money deposit, otherwise the tender will summarily be rejected by the tender committee, without notice. The Bidder shall have to pay EMD fees through e-procurement portal viz., <https://pudutenders.gov.in/>
 - (i) A bidder desirous of taking part in a tender shall login to the e-Procurement portal using Digital Signature Certificate and select the tender he/she wants to participate.
 - (ii) The bidders shall make payments of Tender fee and GST and Earnest Money Deposit in the e-tendering portal for submission of bid through **ICICI Bank gateway**. The E.M.D. will be refundable to the unsuccessful Tenderers in due course.

Category of Items		E.M.D Amount payable (in Rs.)	
a.	E.M.D for items Code-A	(Herbal Medicine)	50,000
b.	E.M.D for items Code-B	(Common Drugs)	20,000
c.	E.M.D for items Code-D	(Pharmaceuticals Preparations)	1,10,000
d.	E.M.D for items Code-E	(Equipments)	20,000

10. The earnest money deposit of the successful Tenderers will be retained as security deposit. If the amount paid is not sufficient, additional amount up to 3% of the value of the supply order will be collected and the amount will be retained till the supply order is executed fully to the satisfaction of the committee. **On no account will the deposit of the previous contract to be taken as an authority to permit the tenderer to submit his tender without depositing fresh earnest money deposit.**

11. **Exemption for E.M.D. will be given to public sector undertakings and to Small Scale Industries units registered with Industries Department of the Government of Puducherry, units registered with the National Small Industries Corporation New Delhi or DGS&D contractor for the particular item, only on furnishing a copy of the registration certificate along with the tender.** They should also furnish a list of items, manufactured by them in their factory. If the exempted firms have quoted other than the items listed in the relevant certificate issued by Industries Department, Government of Puducherry they should pay E.M.D. without fail. Otherwise such products will summarily be rejected without notice.

12. Failure to furnish the required earnest money deposit and required certificate will entail disqualification and such tenders will be rejected.
13. All applications for the refund of E.M.D. furnished with the tender should be made only to the Member-Secretary, Centralised Purchase Committee Department of Animal Husbandry and Animal Welfare, Puducherry along with the number date and amount of the ICICI Bank transaction details and the tender enquiry number.
14. No interest will be allowed on the earnest money deposit and Performance Security.
15. Failure to execute the agreement within the contract period on the part of the successful tender or withdrawal of his tender after the intimation of acceptance of tender has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract. The Earnest Money Deposit paid by him along with his tender will be forfeited to Government and he will also be liable for all damages sustained by the Chairperson of the Tender Committee, by reason of such breach and ultimately paid by the Department of Animal Husbandry and Animal Welfare, Puducherry for the items purchased at the current market rate. Such damages shall be assessed by the Chairperson of the Tender Committee whose decision is final and the amount so assessed is recoverable,. In the event of such amounts being insufficient the balance may be recovered personally from the contractor from his properties.

4. TENDER DOCUMENTS:-

16. The Tender shall be submitted only if the Tenderer is agreeable to all the terms and conditions of this Tender, which includes the Description and Specifications of the items mentioned therein.
17. **The Tenderer shall submit the tenders in official website <https://pudutenders.gov.in>. as specified therein.**
18. For the supply of Veterinary Medicines and Equipments, etc. the Tenders are invited in two-bid system. (i) The technical bid cover "A" shall contain all documents except the price list. (ii) The price bid for cover "B" shall contain only price list in BOQ.
19. The technical bid (Cover-A) will be opened on the day fixed for opening Tenders. If all the documents are accepted, then only the price bid (Cover-B) will be opened. Incomplete documents if any in the technical bid (Cover-A) will result in the automatic rejection of the entire Tender and the price bid (Cover-B) will not be opened for the rejected bidders.. The scanned copy of documents should be clear and readable.
20. The Tenderers shall quote the rates in the price bid copy only (B cover).
21. Irrespective of the terms and conditions that may have been specified by the Tenderer, only the terms and conditions specified in this tender by the Department shall be binding on the Tenderer and the tendering authority.
22. The schedule of items mentioned in the price bid indicates only the approximate estimated requirements of the Veterinary institutions of Puducherry Union Territory. There is no guarantee that the entire amount will be purchased.
23. Entry to participate in the Tender Opening Committee Meeting is restricted only to bonafide Tenderers or one of their Authorized Representative.
24. The Tenderers or their Authorized Representative who are present shall produce the authorization letter and sign in Attendance Register evidencing their presence during the opening of tenders.

25. In the event of the date of submission or opening of tender, being declared as a holiday for the office of the tendering authority, the due date for submission of tender and opening of tender will be the following working day at the same time.
26. The verification of documents in COVER-A and the decision to open COVER-B to readout the rates quoted by the tenderer, by the tender opening committee is only provisional subjected to further verification.
27. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Department of Animal Husbandry and Animal Welfare will in no case be responsible or liable for these costs, regardless of the conduct out-come of the Tendering process.
28. The Tenderer or their authorized Representatives who are present at the time of opening of Tenders shall not bring the Mobile Phones to the Venue.
29. The Tenderers are responsible to furnish all the required particulars along with the tender. No correspondence will be made on this account from this office/ department.
30. Tenderers who are not the sole manufacturers of a particular equipment, they should state clearly the make and address of the manufacturer, whose equipments they are offering and also should furnish the authorization letter of sole agency or distributorship or dealership for the Union Territory of Puducherry / India from the original manufacturer in their own letter pad, without this, the offer will be liable for rejection of company / products quoted.
31. Tenders submitted in forms other than the one prescribed and /or without the payment of the prescribed fee will be rejected. No exception is allowed to any category of tenderer in respect of payment of fee for tender.

5. TECHNICAL BID

32. THE TECHNICAL BID (COVER-A) SHALL CONTAIN THE DOCUMENTS LISTED HERE UNDER. The Tenderers are requested to upload the papers according to a sequence as given below:- **(Xerox copies wherever placed must be duly attested by Notary public). If required original should be shown for verification.**

- I. Proof for transfer of Tender Fee of Rs.300/- and the G.S.T Rs.54/- carried out through e-procurement portal, is to be enclosed. The Bidder shall have to pay the tender fees, and GST through e-procurement portal viz., <https://pudutenders.gov.in/>.
- II. Annual Turnover Statement for three years 2019-2020, 2020-2021 and 2021-2022 from Chartered Accountant (Annexure 1).
- III. Notarized affidavit for non- black listing of product/company (Annexure 2).
- IV. A valid non conviction certificate (2021-2022) from state drugs controller.
- V. The proof for transfer of an amount towards Earnest Money Deposit carried out through the ICICI Bank portal through e-procurement portal, is to be enclosed.
- VI. Certificate of Registration for MSME's etc., with Industries department/NSIC etc.
- VII. Latest Income-Tax (FY: 2021-2022) filed acknowledgement form of manufacturer.

- VIII. Attested Xerox copy of the latest solvency certificate (Subject to verification of original at the time of execution of agreement) to the value not less than **Rs.50,000** from Banker/ Revenue authority.
- IX. Copy of **valid drugs manufacturing license/ loan license issued under Drug and Cosmetic Act..** The products that are quoted by the tenderer should be marked and underlined legibly in the copy of the manufacturing license with quoted drug Code No. as in the Schedule (The original manufacturing license must be produced for verification by the Committee.
- X. Letter of authority from the manufacturer whether in India or abroad should be enclosed to the effect that the tenderer is their authorized Agent of imported items. **(All copies of certificate/ licenses should be duly attested by Notary public.)**
- XI. Abstract of items quoted by the company. (Annexure 3).
- XII. Market Standing Certificate issued by Licensing Authority in the prescribed format of preceding 3 years (2019-2020, 2020-2021,and 2021-22) in respect of items covered by Drugs and Cosmetic Act, 1940 and rules there under for each medicine quoted. In case of direct importer, evidence for possessing and actually importing the said items for the last three financial years. Copy of the **original** duly attested by Notary Public be enclosed (Annexure 4).
- XIII. Performance Certificate for last three years i.e. 2019-2020, 2020-2021,and 2021-22 issued by Competent Authority exercising powers under Drugs and Cosmetics Act and Rules to be submitted. Copy of the **original** duly attested by Notary Public be enclosed (Annexure 5).
- XIV. For Herbal Drugs (Code A): **Veterinary Journal Report** must be submitted in support for the action of Herbal medicines and Herbal Feed supplements.
- XV. Feed supplement:- Copy of valid manufacturing license issued by industries department in which the feed supplements (both Herbal category (Code A) and pharmaceutical preparation (Code D)) are permitted to be manufactured.
- XVI. Proof for marketing of feed supplements (Pharmaceutical preparation) for three year should be furnished.
- XVII. Sample submission acknowledgement issued by the Veterinary Assistant Surgeon (CVMS) to be uploaded. (Annexure 6)
- XVIII. Authorization Letter from Manufacturer for distributorship.
- XIX. Copy of PAN card of manufacturer/authorized distributor.
- XX. Latest GST filing certificate with GST no. of manufacturer/authorized distributor.
- XXI. Copy of the document showing that the manufacturing unit has been recognized by WHO, UNICEF, ISO, GMP, if any.
- XXII. "Form Fill & Seal" (FFS) Technology Certification, Wherever FFS is specified against each item issued by Competent Authority exercising powers under Drugs and Cosmetic Act and Rules to be submitted. Copy of the **original** duly attested by Notary Public be enclosed (Annexure 7).
- XXIII. Declaration Form of the bidder (Annexure 8).
- XXIV. Bidder should sign all the pages of the terms and conditions and scanned copy should be placed.

Note:

- a. The originals of the photo copy of documents wherever placed may be brought when called by the committee for verification failing which the tenderer will be treated as non-responsive and the tender is liable for rejection.
- b. Documents Serial No. 32 (IX, X, XII, XIII, XVII, XXI, XXII) are not applicable to Tenderers quoting for equipments and for drugs (Code A) Sl.No.56 is also applicable and for feed supplements Sl.No.62 is also applicable.
- c. Document serial no. 32 (xxii) is applicable to Tenderers quoting for I.V. Fluids/Large Volume Parenterals, if FFS Packing is specified.
- d. However, in case of 'NEW DRUGS' as defined at Rule 122-E of the Drugs & Cosmetics Act, 1940 which may fall short of 3 years Market Standing, the tenderer is allowed to claim it as a NEW DRUG as defined, in which case:-
 - (i) The tenderer should furnish the Market Standing Certificate for the period over which he has manufactured and sold.
 - (ii) The Tenderer should furnish a synoptic statement of TEST REPORTS of all the batches FROM THE FIRST BATCH ONWARDS he has manufactured and sold, duly signed by the Tenderer himself.
 - (iii) The documents once submitted will not be returned to the tenderer.

6. PRICE BID

33. The rates should be **typed** in the space provided ONLY in the pricelist format online.
34. The rates should be quoted in whole rupee and paisa only. The rates for each item should be independent of other items.
35. The rate should be quoted for each item with GST and for free delivery inclusive of all incidental charges such as loading, unloading, filling, refilling, packing, forwarding, Insurance and stocking charges etc., at the Central Veterinary Medical Stores and Vaccine Depot., Department of Animal Husbandry and Animal Welfare Complex, Puducherry and at the Office of the Joint Director, Department of Animal Husbandry and Animal welfare, Karaikal. The supply should be made at the suppliers own risk.
36. Damages and breakages if any found in transit, the articles thereof, should be replaced. Otherwise the cost will be deducted from the bill.
37. The rates should be **typed** in the space provided ONLY in the pricelist format online.
38. No column in the price list shall be left blank (if rate is not offered on an item in the list).
39. The rates quoted should be only as per the packing unit printed in the schedule and should be valid for a period of one year from the date fixed for opening the tender (Financial bid).
40. If artificially low rates are tendered, Government will not consider any subsequent claim for compensation. The tenderers are advised to satisfy themselves that the rates tendered by them are for the items, for which tenders have been invited and shall quote only for the readily available items for supply.

41. No representation towards upward revision of rates is allowed. Rates once accepted will be considered, ex-godown rates offered by the firm are not acceptable and such tenders will be summarily rejected. The rates should be quoted FOR delivery as specified by the Department of Animal Husbandry and Animal Welfare, Puducherry.
42. The price quoted by the tenderer shall not in any case exceed the controlled price, if a Government controlled price be in force on the date of acceptance of tender or the reasonable price (in the absence of a controlled price) which is permissible for the tenderer to charge a willing private purchase in bulk in the open market for the same class of description of goods.
43. In the case of imported goods, when the price accepted is the existing price, quoted by the tenderer, benefit of any reduction in the Cost, Insurance and Freight price should accrue, to the purchasing Department of the Government.
44. The rate should be quoted in Indian currency for the units specified against the items and payment will be made in Indian currency only.
45. The successful tenderers themselves will have to procure permits, license etc., that may be required in fulfilling the contract, conditional offers as binding the department or offers requesting the Government for arranging the release of rectified spirits, methylated spirit, sugar etc., will not be accepted. Therefore only those tenderers, who can supply by procuring spirit, sugar and controlled commodities themselves need offer quotations.
46. All offers should be for supplies, from ready stock in original packing of the manufacturers.
47. The quotation for the supply remains open for a period of 365 days from the date of opening of financial bid. The Government shall without prejudice to any other right or remedy be a liberty to forfeit 50 per cent of E.M.D. if any quotationer withdraws his quotation before the said period or makes any modification in the terms and conditions of Tender which are not acceptable to the Department and to forfeit the whole of the E.M.D. If the quotationer whose quotation is accepted fails to supply.
48. After the due date no addition or deletion or alteration will be allowed.
49. The bill of cost of the articles supplied should be sent to the consignee immediately after delivery of goods.
50. If the Government introduces any fresh taxes or increase the present rates of taxes, no change in the rates can be claimed.
51. The tenderer shall note that the rates for medicines and equipments should be typed in the space provided only in the pricelist format online.
52. In the event of any discrepancy in respect to the rates quoted, the "Committee" reserves the right to accept the lowest rate.

7. SPECIFICATIONS

53. Code numbers have been given to each drug / medicine and equipment. Quotations should be with reference to the code number. Participants in the tender in all categories should submit a detailed list giving the names of their products and their relevant code numbers in cover 'A'.
- a. All technical data viz., specification, size and type of materials used must invariably be furnished in respect of equipments. The rates should be inclusive of all accessories. The guarantee period and free service if any, in respect of equipments should also be furnished.
 - b. The past performance of the companies will be taken into account for the approval of the items specified in the Schedule, for which performance report of the items shall be furnished.

- c. The tenderer should specify the make of item quoted and should quote only for one make for each item.
- d. The Tenderers must specify the brand name if any for drugs and medicines, the name of the manufacturer and his details for equipments.

8. SPECIAL CONDITIONS

- 54. Tenders will be accepted only from the manufacturers of the drugs and medicines and offers of the agents, distributors and local dealers, etc., will not be entertained on any account. However, if the supply is effected through authorized stockist / dealers, name and address of the authorized stockist/dealer should be clearly mentioned in the authorization letter and only one dealer shall be nominated.
- 55. The rates should be given by the manufacturers only for those items that are manufactured by them and readily available for supply under a valid manufacturing license.
- 56. The Drugs (**Code 'A'**) quoted in the price list should have been tried and subjected for research in any one of the well-established laboratories/ Veterinary Colleges/ Research Institutions and the report on their action and use should have been published in any of the leading Veterinary Journals (enclose copies). For medicines under code 'A', the journal report must be submitted in support of the action use of the medicine which should coincide with the actions specified in the specification .column of PRICE LIST.
- 57. The brochures and leaflets of products if any available may also be enclosed with the tender.
- 58. The tenderer should invariably furnish information about the composition of the drug, whether it conforms to pharmaceutical standard such as IP, BP, B Vet. C, BP Vet. USP, NF and USSRP, etc. The pharmaceutical standard should be mentioned against each item in the tender form, itself, otherwise such items will not be considered.
- 59. The firms should furnish proof of their manufacturing license issued under Drugs and Cosmetics Act and the products must conform to the specification.
- 60. Those firms registered as Small Scale Industrial Units in regard to manufacture of drugs and medicines should produce drug manufacturing license in which medicines and drug are permitted to be manufactured for consideration.
- 61. Every drug to be supplied should have potency for a minimum period of 18 months from the date of supply or otherwise the supply will be rejected.
- 62. If feed supplement items covered in Code-D are quoted, necessary proof for manufacturing by producing the label showing composition, use and dosage be furnished. Necessary proof for marketing for three years and availability in the market be furnished.
- 63. The drugs supplied should bear a label, containing the brand name, literature containing the compositions, chemical names, of the ingredients used for the preparations in each and every item of packing and in accordance with Drugs and Cosmetics Act or otherwise the supply will be rejected. (Enclose a sample label of the items quoted)
- 64. Sales-tax at concessional rates to Government Department should only be collected and extra rates if any charged will not be admitted.
- 65. All the labels including the individual labels of the unit formulations should bear the seal "P.G.S.- Not for Sale".

9. SAMPLES

66. The Tenderer shall submit free samples of medicines (covered in Code-A, Code-B and Code-D) quoted in the Price List and an acknowledgement obtained for the same be enclosed in COVER-A. (Samples should be submitted to the Veterinary Assistant Surgeon, CVMS, Department of Animal Husbandry and Animal Welfare, Puducherry upto 3.00 PM of 26.10.2022)

67. The cost of the sample shall not be payable by the Tendering Authority.

68. The samples submitted (medicines) will not be returned to the Tenderer under any circumstances.

69. The samples shall be in original form in which supply will be made. Loose samples, samples with type written and hand written labels will not be accepted.

70. The labels of the samples besides complying with statutory regulations of the Drugs and Cosmetic Act 1940 and the rules made there under should bear the following information:

- | | |
|-----------------------------------|--|
| 1. Name & Address of the Tenderer | 7. Date of expiry |
| 2. Item Number | 8. Manufacturing License number |
| 3. Name of the item | 9. Quantity / Pack size |
| 4. Formula | 10. Brand or Trade Name |
| 5. Batch Number | 11. Name & Address of the Manufacturer |
| 6. Date of manufacture | 12. Dosage and route of administration |

10. SECURITY DEPOSIT

71. An amount of 3% of the total value of the order of medicines has to be paid as performance security along with agreement. Performance security may be furnished in any of the form of an Account Payee Demand Draft, Fixed deposit receipt from a commercial bank and bank guarantee from a commercial bank in favour of the Senior Accounts Officer, Department of Animal Husbandry and Animal Welfare, Government of Puducherry. On no account will the deposit of the previous contract be taken as an authority to permit the tenderer to submit his tender without depositing fresh performance security deposit. If the successful tenderer fails to furnish the performance security deposit and also fails to execute the agreement within 14 days the next lowest bidder will be considered.

72. Performance security should remain valid for a period of two months beyond the date of completion of all contractual obligations of the suppliers including warranty obligations. The contract shall be normally for a period one year or till termination in case the contract is terminated before the contractual period comes to an end. The Security Deposit shall subject to the condition specified herein, be refunded to the tenderer within three months after the expiry of the contract and in the event of any dispute arising between the institute and the Tenderer, Chairperson of the Tender Committee shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed, The same way also is deducted from any other amount which may be due, at any time from the Government to the Tenderer. No interest will be paid to the performance security deposit.

11. AGREEMENT

73. The agreement form should be filled in and submitted to the Chairman, within 15 days from the date of receipt of order accepting their rates duly affixing an adhesive court fee stamp for **Rs.20/-** or in a stamped paper to the value of **Rs.20/-** (Rupees twenty only).

74. The agreement should be in the prescribed form, which will be supplied by the Chairman, Centralized Purchase Committee, Directorate of Animal Husbandry and Animal Welfare, Puducherry.

75. The Tenderers should clearly understand that no variation of the terms and conditions contained herein will be made under any circumstances and that the tender is in admission that they have read and understood the terms and conditions contained therein and the tender is expressly made, subject to the same.

76. If the tenderer fails to execute the agreement within the stipulated time, the requirements of the approved items will be purchased in the open market and the extra cost, if any, will be recovered from the tenderer.

12. SUPPLY CONDITIONS

77. Orders will be placed to the selected tender parties and payment will be made to them directly. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the tender itself. Future correspondence in this regard will not be entertained.

78. Each supply and batch should be accompanied with a photocopy of quality certificate from government approved drugs testing laboratory. Failure to comply may lead to rejection of supply. First supply of the item should accompany with manufacturing license / import license mentioning the name of the item supplied.

79. The strip and the package should clearly state the name of the manufacturer who has participated in the tender only.

80. All I.V. fluids unless otherwise indicated should be manufactured using FFS technology. The bottles should be well packed in sturdy boxes to withstand stacking. If packing is not satisfactory and the cardboard boxes are flimsy, the supply will be rejected.

81. Proper maintenance of the cold chain during transit is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.

82. As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed separately.

83. Packing slip containing full details about the contents like Quantity, Batch No, and Expiry date should be pasted on every parcel.

84. Drugs etc, supplied to the Institute should be of good quality and the decision of the Chairperson of the Tender Committee in this regard is final and binding on the tenderer. If the quality of the drugs is not satisfactory and they do not meet the requirements such as maintenance of proper cold chain, the same will be rejected and the supplied item has to be removed from the institute by the tenderer or by the contractor immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of intimation letter, the supplies will not be returned to the tenderer and they will be destroyed.

13. DELIVERY CONDITIONS

85. The tenderer should supply the drugs, medicines and equipments within 30 days (thirty days) from the date of receipt of the indent failing which the items required will be met by other sources. The extra cost involved if any will be charged to the tenderer.

86. The supply of medicines should be effected at the Central Veterinary Medical Stores and Vaccine Depot., Department of Animal Husbandry and Animal Welfare Complex, Puducherry and at office of the Joint Director, DAH&AW, Karaikal. However, the special equipments have to be installed either at Puducherry or at Karaikal.

87. Supplies should be marked to the Veterinary Assistant Surgeon, the Central Veterinary Medical Stores and Vaccine Depot., Department of Animal Husbandry and Animal Welfare Complex, Puducherry and the Joint Director, DAH&AW, Karaikal and should be door delivered. Supplies sent on 'to-pay' basis will not be accepted. Coolie charges if any will not be borne by the institute. Coolies should be brought by the transport agencies whenever required.

88. The number and the quantity given in the schedule are only approximate and are liable to vary according to the actual requirements. The successful tenderers should supply the items indented upon as and when required without reducing the quantities. The Chairman, Centralised Purchase Committee and the Director of Animal Husbandry and Animal Welfare reserves himself the right of dispensing with the purchase of any one or more of the items in the schedule in full or part if found necessary in the interest of public services.

89. The tenderer should supply the drugs, medicines and equipments as per the indent in full and piecemeal supply will not be entertained.

90. Each packing shall conform to the labelling provisions of Drug and Cosmetic Act, 1940. All items should be packed only in first hand boxes. Only uniform narrow fluted corrugated boxes should be used. Every box should be preferably single joint and not more than two joints, suitably stitched with metal pins, strapped with nylon carry straps. The maximum weight of packing must be 15 kg only.

91. The Drugs and other items should be properly packed to avoid damage/ shortage during transit. Damages / shortages if any found on opening the case, will be reported to you immediately and the same should be made replaced at your cost. No insurance cost charges are payable.

92. **Label:** The labels in the case of injectables should clearly indicate whether the preparations are meant for use on IV, IM, SC, etc.

93. Payment for the supplies will be effected only after clearing the doubts in terms of quantity and quality.

14. TERMS OF PAYMENT

94. The bill / invoice of the medicines supplied should be sent to the buyers (The Director, Department of Animal Husbandry and Animal Welfare, Puducherry/ The Joint Director, Department of Animal Husbandry and Animal Welfare, Karaikal) along with the delivery of goods/ after delivery of goods. The bill/ invoice should be given by the manufacturer/ who was selected and no other agency/ dealer's bill will be accepted.

95. If the payment amount exceeds 1.5 lakhs per bill/ settlement then a 2% amount will be deducted on GST payable to the manufacturer / authorised dealer and necessary GST filing will be done in this GST number.

96. Further an amount of 2% will be deducted as TDS for each payment and necessary form 16 A will be provided to the tenderer in due course.

15. QUALITY

97. Drugs etc. supplied to the institute should be of good quality and the decision of the chairperson of the tender committee in this regard is final and binding on the Tenderer. If the quality of drug is not satisfactory and they do not meet the requirements AS PER I.P/B.P./U.S.P. and proper maintenance of cold chain the same will be rejected and the supplied item has to be removed from the Institute by the Tenderer or by the supplier immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of the intimation letter the supplies will be destroyed. The drugs will not be returned to the tenderer and claim will be entertained.

98. Each batch of supply should be accompanied with the photocopy of Quality Certificate / Certificate of Analysis (COA) from the Government approved drug testing laboratories as per CDSCO refer: www.cdsc.nic.in/list of approved laboratories.

99. Supplies without the Quality / Certificate of Analysis from the government approved drug testing laboratories will not be accepted under any circumstances and it will be treated as rejected. The quality certificate should be sent along with supplies and a soft copy to the concerned institutions. Failure to comply may lead to rejection of supply.

100. Samples of supplies in each batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories for testing as decided by the Department. Handling and testing charges will be deducted by the Department for the above purpose. (testing charges will be deducted from E.M.D/ Security Deposit.)

101. If the sample is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods. If any drug supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specification unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the cost of such Medicines will be recovered from the Tenderer, if the payment had already been made, in addition to penalty for the entire batch.

102. If the quality of the item(s) supplied found to be not of standard quality and any written complaints received from the user departments regarding the quality, and quantity item will be rejected, order will be placed with next lowest tenderer. No payment will be made even for the consumed quantity and the tenderer will be black listed for 3 years to trade with the institute.

16. ALL CLAUSES

103. The price quoted should not exceed the Market Rate Price or ceiling price, if any, fixed by the Government of India.

104. The rate quoted for the Drugs supplied under this Tender, in no event shall exceed the lowest price at which the contractor sells his products of identical description to any other persons, state, Union Territory, Corporation, board, university, trust, Local Authority, company, any other including his own dealer, distributor, stockiest, agent during the period of validity of quotation.

17. PENALTY CLAUSE AND REJECTION

105. Failure to supply either a portion or the entire quantity indented for or non-performance or non-supply in time or supplying materials which does not conform to the approved standards or which is found defective in any other way or breach of any conditions stipulated will entail enforcement of one or more of the following:

- (a) Cancellation of the indent or order in part or whole.
- (b) Forfeiture of the earnest money deposit / Security Deposit
- (c) Recovery of losses incurred if any, either by way of deaths or drop in production as a result of administering drugs not conforming to the accepted standard and quality.
- (d) Recovery of extra cost if any incurred by the department in securing the materials from other sources by adjustment from the money due to the defaulter.
- (e) Extra cost over and above the amount due if any, will be recovered from the tenderers as arrears.

106. The Chairman, Centralized Purchase Committee and the Director of Animal Husbandry and Animal Welfare, Directorate of Animal Husbandry and Animal Welfare, Puducherry also reserves to himself the right of rejecting any or all items of the tender without assigning any reason thereof in writing or otherwise at any time.

107. Tenders with extra conditions by the tenderer if any, will be summarily **rejected**.

108. The committee has got the right to reject tenders which does not satisfy any of the conditions mentioned.

109. Only those agreeing to the above conditions may offer their tenders.

110. The Department of Animal Husbandry and Animal Welfare/ Centralized Purchase Committee do not bind themselves to accept the lowest or any other tender and reserve to themselves the right to select from any tender only such articles as may be considered expedient to accept.

111. Supplies in unpacked form and or loosely packed containers will be rejected.

112. If any drugs/ articles supplied are declared as of "Not standard quality", such firms will be penalized by the Department, including blacklisting in addition to any penal action by the Drugs Controller.

18. DISPUTE SETTLEMENT

113. It is mutually agreed that all difference and disputes arising out of or in connection with this tender shall be settled by mutual discussions and negotiations. If such disputes and difference cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Arbitrator appointed in accordance with provisions of Arbitration and conciliation Act.1996, whose decision shall be final and binding on both the parties.

The legal jurisdiction will be within the Union Territory of Puducherry.

19. TERMINATION OF CONTRACT

114. The purchase committee may without prejudice to any other remedy for breach of terms and conditions of tender, by written notice of one month, terminate the contract either in whole or part, stating reasons thereof.

115. In the event of any dispute arising out of the terms and conditions of the tenders such disputes would be subjected to the jurisdiction courts of Puducherry.

116. No suit, prosecution or any legal proceeding shall lie against the "Purchase committee" or Department of Animal Husbandry and Animal Welfare, Puducherry or any person for anything which is done in good faith or intended to be done in pursuance of this tender.

20 . ANNEXURES

ANNEXURE – I

Annual Turn Over Statement

The Annual Turnover of M/s._____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs.)
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	
Total		

Average turnover per annum - Rs._____ lakhs.

Date:

Signature of Auditor/
Chartered Accountant

Seal:

(Name in Capital)

Annexure – 2

DECLARATION

I..... Managing Director/ Partner/ Proprietor of M/s
.....
..... having its manufacturing or import unit/
registered office at do hereby declare that our company/applied items have not
been blacklisted either by any State government or Central Government Organization or its drug
procurement agencies for the following products quoted in the tender during last three years (2019-2020,
2020-2021,and 2021-22). We are eligible to participate in the tender Ref. No
..... for the following products.

Sl.No.	Drug Code	Name of the Drug

M/s.....

(Company Seal)

NOTARY

Annexure 3

ABSTRACT OF THE ITEMS QUOTED AND E.M.D PARTICULARS

Code Numbers of Item quoted					EMD Amount	Payment details of EMD
Total						

Tender No. :

Name of the firm :

Address of the firm :

Signature of the Tenderer

Annexure 4

Proforma for Market standing during the years 2019-2020, 2020-2021, and 2021-22

Name & Address of the Manufacturer:

Sl. No.	Year	Name of the Product produced	Item Code No.	Whether a New Medicine as per Drugs Act	No. of batches produced	Batch Nos.	Name & Address of the "Purchaser"
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	2019-2020						
2.	2020-2021						
3.	2021-2022						

Date:

Signature of the Manufacturer

Place:

Signature of the Licensing Authority ::

Seal ::

Annexure - 5

PERFORMANCE CERTIFICATE

This is to certify that M/s. _____
are holding license _____ valid up to _____ in forms 25 and 28
under the Drugs and Cosmetics Act, 1940 and rules there under, in the said address, and that the
performance of the aforesaid Manufacturer for preceding 3 years (2019-2020, 2020-2021, and 2021-22)
is satisfactory. In respect of the drugs mentioned in this certificate under para-2 and that:

1. I. The drugs in respect of which this certificate is issued are as per Drugs and Cosmetics Act.
II. The manufacturer has his own quality control section.
III. During the preceding three years there is no instance of suspension or cancellation of a part of a
license issued to the Manufacturer in respect of any of the drugs, which are offered by, the
manufacturer in the tender mentioned in para-2 below on account of drug under tender being not of
standard quality.
IV. During the preceding three years there is no instance of suspension or cancellation of factory
license (full license on any account, except for change in constitution and or change of premises of
the manufacturing firm.
V. There is no instance wherein any of the drugs manufactured by the manufacturer is reported to be
spurious or adulterated.
VI. No administrative action or prosecution is contemplated or launched against the Manufacturer
under the Drugs and Cosmetics Act, 1940 and Rules there under.
VII. During the period of three preceding years the manufacturer has not been convicted under the
drugs and cosmetics Act, 1940 and Rules there under, to undergo imprisonment for more than one
day.
VIII. During preceding 3 years there is no instance of preparation offered in this tender being declared
as "not of standard quality".
2. This Certificate is issued for the purpose of Puducherry Government, Department of Animal
Husbandry and Animal Welfare in respect of the drugs manufactured under own license.

List of Drugs:

- 1.
- 2.
- 3.
- 4.

Date :

Place :

DRUGS CONTROLLER

LICENSING AUTHORITY

ANNEXURE - 6

PROFORMA FOR SUBMISSION OF SAMPLES

REFERENCE TO SUPPLY OF VETERINARY MEDICINES, CHEMICALS AND EQUIPMENTS, etc.,

Sl. No.	Code No.	Name of the item with Specification	Packing Unit	Brand Name	Quantity of Sample submitted

Total No. of sample submitted:

Signature with Seal

Place:

Date:

**Acknowledgement of the person receiving the
Sample/s with date and Seal**

ANNEXURE – 7
FS TECHNOLOGY CERTIFICATE

This is to Certify that M/s. _____
located at _____
_____ have been granted license in Form
No. _____
Bearing No. _____ to manufacture the following
preparations.

Sl. No.	Name of the Preparation
1.	
2.	
3.	

It is further certified that the said Manufacturer use F.F.S. (Automatically Form, Fill and Seal) Technology in the manufacture of above preparations.

This certificate is issued for the purpose of participation in the tender for GROUP for supply of Drugs, Chemicals and Equipments, etc., to Director of Animal Husbandry and Animal Welfare, Puducherry.

Place :

Date:

Signature
Seal of the certifying Authority

ANNEXURE - 8

DECLARATION

1. Name of the Tenderer / Firm ::
2. Address of the Tenderer / Firm ::
3. Phone No
a) Land line number ::
b) Mobile No of contact person ::
4. Fax No of the Tenderer ::
5. Email ID of the Tenderer ::
6. Email ID of the contact person ::
7. Local supplier/Distributor in Chennai/
Puducherry or any other place (complete
address must be written) ::
8. Drug manufacturing or Import license copy
enclosed. ::
9. GST No. of tenderer Authorised Agent ;;

If there is any change in the above details, I will immediately intimate you by speed post or fax or email

I hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms & conditions of the tender and shall abide by the rules.

Dated: Signature
(Name with designation R seal)

(NB: This declaration form must be duly filled in by an authorized person not below the rank of Manager.)

21. AGREEMENT

This agreement is made and executed on this day of two thousand and twenty two in the Union Territory, Puducherry.

BETWEEN

..... (hereinafter called 'the contractor') of the one part

AND The President of India represented through the Chairman, Committee for the Centralised Purchase of Veterinary Drugs, Medicines and Equipments cum Director of Animal Husbandry and Animal Welfare, Directorate of Animal Husbandry and Animal Welfare, Pondicherry on behalf of the President of India (hereinafter called 'the purchaser') of the other part;

Whereas the contractor has agreed with the purchaser to supply to the Indenting Officer assigned by the purchase for such purpose, as per tender conditions all such quantities of the articles and/or things specified and described in the schedule hereto annexed (and which said articles and or things are hereinafter referred to as "The said articles and or things") as such, the contractor shall be required by or on behalf of the purchaser to supply for the said Indenting Officer of the Department of Animal Husbandry and Animal Welfare at any time or times hereinafter during the period upto at the price or prices and in the manner and upon the terms and conditions hereinafter mentioned;

Whereas the contractor has deposited in the State Bank of India at Pondicherry the sum of Rs..... (Rupees only) which has been registered as Security for the due and faithful performance by the contractor of his contract.

Now, these presents witness that for carrying the said agreement into executions the contractor on the one part for himself, his heirs, executors, administrators, legal representatives and permitted assigns and the purchaser on the other part for himself his successors and assigns mutually covenant declare contract and agree each of them with the other in the manner following (that is to say):

At any time, or times and at all times during the period upto Dt. on which the contractor shall be required by the officer of the Department of Animal Husbandry and Animal Welfare specified for the time being of the said Chairman, Centralised Purchase Committee (hereinafter referred to as the officer of the Department of Animal Husbandry and Animal Welfare specified as to do) the contractor shall and will supply to the Central Veterinary Medical Stores and Vaccine Depot.,

the Department of Animal Husbandry and Animal Welfare, Pondicherry and for such price or prices as are specified in the said schedule all such quantities of the said articles and or things as the officer of Department of Animal Husbandry and Animal Welfare specified shall from time to time require the contractor to supply under this contract and all such articles and/or things shall be delivered by the contractor between such hours on such day or days at such place or places to such person or persons and in such manner as the officer of the Department of Animal Husbandry and Animal Welfare shall specify from time to time and at any time require or direct and it is expressly agreed by and between the parties hereto that notwithstanding any estimate or probable quantities or numbers that may have been mentioned by or on behalf of the purchaser.

Prior to the execution of these presents or in the schedule hereto the purchaser has the right to order any quantity or number of any of the said articles and/or things mentioned in the said schedule as may from time to time be required by or on behalf of the purchaser to be supplied as aforesaid during the period herein fixed or not to order any quantity or number or any of such articles and/or things at all.

The price quoted by the contractor shall not in any case exceed the controlled price if any fixed by the Government of India or of any State or the reasonable price which may be permissible for him to charge a private purchaser for the same class and description of medicines, articles, or things from where it is manufactured.

2. The contractor shall not, at any time on any ground whatsoever during the period upto Dt..... hereinafter fixed, claim, any revision or modification of the rates respectively agreed upon for the articles and/or things mentioned in the schedule hereunder written and specified therein. It is hereby understood and agreed that the rates so fixed include the payment by the contractor of customs duties or may other rates, taxes or duties now payable or any enhancement thereof or which may hereafter be levied on all or any of the said articles and/or things mentioned in the said schedule.

3. (a) All articles supplied by the contractor under this contract shall be of the qualities and descriptions specified in the said schedule. Articles or drugs and medicines supplied shall conform to the Pharmaceuticals Standard on analysis, when tested or analyzed by the Public Analyst, Government Drugs Controller or any other Chemist or Analyst (appointed by the Chairman and Director of Animal Husbandry and Animal Welfare, Directorate of Animal Husbandry and Animal Welfare, Pondicherry) and his decision to the quality of the goods shall be final and binding on the contractor. It shall not be incumbent on the purchaser to take from the contractor the quantities of the said articles and/or things mentioned in the said schedule or any larger or smaller quantity or quantities thereof respectively than may from time to time be required by the officer of the Department of Animal Husbandry and Animal Welfare specified but the purchaser hereby agreed that, except as herein provided, he shall not buy, during the period herein fixed all or any of the said articles and/or things herein contracted to be supplied by the contractor of any part thereof from any persons, firm or company other than the contractor.

(b) The supply of drugs, medicines shall be made by the company in full as per indent and it shall not be piecemeal and should not also exceed the quantities mentioned in the schedule.

(c) Each and every item of drugs shall contain the information of composition for the preparation of drugs.

(d) The drugs and medicines supplied shall be affixed with the seal as "PONDICHERRY GOVERNMENT SUPPLY" on the labels on each and every item of packing (including labels of bottles and ampoules).

(e) The drugs and medicines supplied shall have potency for a minimum period of 18 months from the date of supply.

4. All articles and/or things supplied by the contractor shall be subject to inspection and acceptance or rejection by such persons as the officers of the Department of Animal Husbandry and Animal Welfare specified shall from time to time name and appoint to that duty or for that purpose (and which said person to be so named and appointed as aforesaid is hereinafter referred to as "The Inspecting Officer").

5. All articles and/or things supplied by the contractor which in the opinion of the Inspecting Officer appointed as aforesaid shall be in bad order, unsound, unmerchantable, inferior in quality or description or not in accordance with the samples of the articles and/or things specified in the said schedule, or deposited by the contractor or otherwise faulty or unfit for use of unwholesome shall or may be rejected by the Inspecting Officer and his opinion and their rejection shall in all respects be final and conclusive and altogether operative and binding upon the contractor and shall not be open or subject to question or dispute by the contractor upon any ground whatsoever.

6. In lieu of any articles and/or things which shall have been rejected by the Inspecting Officer under the provisions herein before contained the contractor shall and will within one day or within the time permitted by the officer of the Department of Animal Husbandry and Animal Welfare specified after such rejection shall have been notified to him as aforesaid, supply and deliver to the said Indenting Officer of Department of Animal Husbandry and Animal Welfare between such hours at such place or places to such person or persons and in such manner as the officer of the Department of Animal Husbandry and Animal Welfare specified shall require or direct such quantity or quantities, of the said articles and/or things of the quantities and descriptions specified in the said schedule as shall be equivalent in quantity or quantities to the said articles and/or things which shall have been so rejected as aforesaid.

7. All articles and/or things supplied in lieu of or in substitution for rejected articles and/or things shall be in like manner subject to such inspection, rejections and removals as aforesaid as often as the Inspecting Officer shall consider necessary.

8. In case of any neglect or refusal on the part of the contractor to supply and deliver any of the said articles and/or things which the officer of the Department of Animal Husbandry and Animal Welfare specified shall from time to time require the contractor to supply and deliver any or such approved quality and at such time or times, places and in such manner as herein before provided and so often as any such neglect or refusal shall happen, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified or any person thereunto authorized by him to purchase elsewhere and from any other person or persons whomsoever such quantities of the said articles and/or things as shall have been duly supplied and delivered by the contractor or any other articles or things the officer of the Department of Animal Husbandry and Animal Welfare specified any consider suitable or shall be required in lieu of any of the said articles and/or things which shall have been so rejected as aforesaid and to charge the difference (if any) between the price or prices of the articles and/or things which may be so purchased or the moneys which shall have been so rejected as aforesaid and to charge the difference (if any) between for such articles and/or things against the contractor and in addition thereto to charge the contractor as and by way of compensation to the purchaser for each and every such breach of contract a sum not exceeding ten per cent of such difference, provided further and it is hereby agreed that if any articles and/or things which have been already accepted by or on behalf of the purchaser and partially or wholly used or consumed at the said Indenting Offices of Department of Animal Husbandry and Animal Welfare are discovered by the officers of Department of Animal Husbandry and Animal Welfare specified at any time after such acceptance and during or after use or consumption, to be or have been in bad order, unsound, unmerchantable, inferior in quality or description or not in accordance with samples or otherwise faulty or unfit for use of unwholesome, then and in any such case, the contractor shall, on notification and demand, be liable to refund or pay to the purchaser the contract price or prices or such articles and/or things.

9. The contractor shall pay and reimburse to the purchaser such difference in price and compensation (if any) as aforesaid within two days after the same shall have been demanded from him by or on behalf of the purchaser.

10. The contractor shall and will on every occasion when articles and/or things are delivered under this contract, submit invoices in duplicate to the officer of the Department of Animal Husbandry and Animal Welfare specified and, on his failure to do so, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified to refuse to accept the said articles and/or things.

11. The contractor shall, at all times during the continuance of this contract, obey and carry out in all things the orders, instructions and directions of the officer of the Department of Animal Husbandry and Animal Welfare specified for the time being, and of all officers and servants acting under his orders and authorised by him to act in all or any of the matters of things herein contained and the contractor shall, except in cases where the decision of the Inspecting Officer or Public Analyst, Government Analytical Chemist or any other Chemist or Analyst is by these presents made final and conclusive, abide by the

decision of the officer of the Department of Animal Husbandry and Animal Welfare specified for the time being and of any officer or servant acting under his orders and authorised by him to act for him in all matters relating to or in any way concerning the construction of this contract or any matter, clause or things herein contained or any question arising there-out; any and every such decision as aforesaid shall be final and conclusive and altogether operative and binding on the contractor and shall not be subject to question or review upon any ground whatsoever.

12. Upon the complete fulfillment of this contract by the contractor to the satisfaction of the officer of the Department of Animal Husbandry and Animal Welfare specified, the said security deposit amount shall be returned to the contractor. The analytical, testing and handling charges shall be deducted by the purchased from the security deposit.

13. The purchaser shall be at liberty within a period of three months from the date hereof to terminate this agreement either wholly or in part on one month's notice and thereupon this agreement shall cease and be null and void and the contractor shall not be entitled to any compensation in respect of such termination.

14. In case of the contractor shall fail or neglect or refuse to observe or perform to fulfill and keep up any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified (if he shall think fit so to do) without prejudice and in addition to all and every other remedies herein before contained on behalf of the purchaser on any such failure or neglect or refusal as aforesaid, by any writing under his hand to put an end to this contract so far as regards the purchase and thereupon on every articles clause or thing on his part herein contained shall cease and be void and in case any moneys, damages, losses, expenses, difference in price or compensation shall then or at any time during the continuance of this contract be due from or payable by the contractor to the purchaser, it shall be lawful for the officer of the Department of Animal Husbandry and Animal Welfare specified to realize, sell and dispose of all or any part of the said security deposit amount of Rupees

So endorsed over, transferred and deposited by the contractor as herein before recited at any time for the market value thereof and with and out of the proceeds of such sale after payment there out of all expenses connected therewith and also from and out of any moneys then in the hands of the officer of the Department of Animal Husbandry and Animal Welfare specified and payable or to become payable to the contractor to reimburse to the purchaser all such moneys, damages, losses, expense, difference in price and compensation as the purchaser shall have sustained or been put to or be entitled to by reason of the contractor having been guilty of any such failure, neglect or refusal as aforesaid or other breach in the performance of this contract or as shall for the time being be due and owing from or payable by the contractor to the purchaser and if the amount of the proceeds realized by the realization or sale of the said security after payment there-out of all expenses connected therewith and such other

moneys as aforesaid shall be insufficient to pay and satisfy the whole of such moneys, damages, losses, expense, difference in price and compensation as aforesaid, then and in that case, it shall be lawful for the purchaser to recover the residue thereof by legal proceeding against the contractor upon the covenants and agreements herein contained.

Arbitration

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- (I) THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;
- (II) AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;
- (III) AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;
- (IV) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry [Name of concerned Department] shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties: Provided that before requesting the Secretary [Name of concerned Department] for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary [Name of concerned Department];
- (V) AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;
- (VI) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;
- (VII) AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefore, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months. or at most with an extension, on mutual consent, of another 6 months;

- (VIII) AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

- (IX) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

In witness thereof the said
..... and the for and on
behalf of the President of India represented through the Chairman, Committee for the Centralized Purchase of Veterinary Drugs, Medicines and Equipments and Director of Animal Husbandry and Animal Welfare, Directorate of Animal Husbandry and Animal Welfare, Pondicherry – 605 001 have hereunto set their signatures and seals the day, month and year first above mentioned.

Signature of the Contractor

Signed by the above name contractor in the presence of

1.

2.

**Signature of the Chairman,
Committee for the Centralised Purchase of
Veterinary Drugs, Medicines and Equipments and
Director of Animal Husbandry and Animal Welfare,
Directorate of Animal Husbandry and Animal Welfare,
Puducherry – 605 001.**

Signed by the above named Purchase in the presence of

1.

2.

SCHEDULE

Sl.No.	Code No.	Articles and things to be supplied	Specifications	Probable quantity of number (required for the year) as mentioned in the tender schedule	Unit	Price	
						Rs.	P.


DIRECTOR
DEPT. OF ANIMAL HUSBANDRY
& ANIMAL WELFARE
PUDUCHERRY