TENDER CONDITIONS FOR THE SUPPLY OF MEDICINES & EQUIPMENTS TO THE DEPARTMENT OF ANIMAL HUSBANDRY AND ANIMAL WELFARE, PUDUCHERRY FOR THE YEAR 2013 - 2014

GENERAL:-

1. Only Manufacturer and Direct Importers holding valid import license whose average annual turn over for 3 years i.e., 2010-2011, 2011-2012 and 2012-2013 is more than Rs.35 lakhs are eligible to participate in the tender for medicines. Distributors / Suppliers / Agents 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 2010-2011, 2011-2012 and 2012-2013 must also be more than Rs.35 lakhs.

2. The rates should be quoted in whole rupee and paisa only and must be expressed in figures and in words (English). The rates for each item should be independent of other items.

3. The rates should be inclusive of all Excise duty and exclusive of Sales-Tax, Surcharge, Local Taxes, etc. (Excise duty components included in the rate, to be shown separately for reference only as per the schedule enclosed) 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. The supply should be made at the suppliers own risk.

4. Damages and breakages if any found in transit, the articles thereof, should be replaced. Otherwise the cost will be deducted from the bill.

5. The rates should be typed in the space provided ONLY in the pricelist format online.

6. No column in the price list shall be left blank, please mention "Not Quoted" in column (8), (if rate is not offered on an item in the list).
7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The rate should be quoted in Indian currency for the units specified against the items and payment will be made in Indian currency only. In respect of imported goods, the rates should be quoted in foreign currency as well as equivalent Indian currency.

13. 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.

14. All offers should be for supplies, from ready stock in original packing of the manufacturers.
15. The quotation for the supply remains open for a period of 365 days from the date of opening of quotations. 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.

16. After the due date no addition or deletion or alteration will be allowed.

17. The bill of cost of the articles supplied should be sent to the consignee immediately after delivery of goods.

18. If the Government introduces any fresh taxes or increase the present rates of taxes, no change in the rates can be claimed. Necessary 'D' form will be given for concession of Sales tax to Government.

**TENDER DOCUMENTS:**

19. 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.

20. The Tenderer shall submit the tenders in super scribed cover containing “Tender for supply of Medicines and Equipments for the year 2013-2014 – CVMS”.

21. For the supply of Veterinary Medicines and Equipments, etc. The Tenders are invited in two-bid system.
   
   (i) The Tenderer shall submit a Tender for supply of Medicines and equipments, etc., in two separate covers, cover ‘A’ and ‘B’.

   (ii) The technical bid cover ‘A’ shall contain all documents except the price list.

   (iii) The price bid for cover ‘B’ shall contain only price list.

22. 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.

23. The Tenderers shall quote the rates in the price bid copy only.
24. 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.

25. THE TECHNICAL BID (COVER-A) SHALL CONTAIN THE DOCUMENTS LISTED HERE UNDER. The Tenderers are requested to arrange the papers according to a sequence as given below: (Xerox copies wherever placed must be duly attested by Notary public).

(i) The Photo copy of Tender Fee Rs.300/- and the Sales Tax Rs.15/- as separate Demand drafts in favour of Senior Accounts Officer, Department of Animal Husbandry and Animal Welfare, Puducherry.

(ii) Abstract of items quoted by the company. (proforma enclosed)

(iii) The Photo copy of a Demand draft towards Earnest Money Deposit in favour of the Senior Accounts Officer, Department of Animal Husbandry and Animal Welfare, Puducherry payable at State Bank of India, Puducherry.

(iv) Annual Turn over Statement from Chattered Accountant (proforma enclosed)

(v) Latest Sales-Tax clearance certificate.

(vi) Latest Income-Tax verification certificate.

(vii) Latest solvency certificate in original or 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.

(viii) Copy of valid manufacturing license 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)

(ix) Copy of the document showing that the manufacturing unit has been recognized by WHO, UNICEF, ISO, GMP, if any.

(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) Market Standing Certificate issued by Licensing Authority in the prescribed format of preceding 3 years 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 (proforma enclosed).
(xii) Performance Certificate for last three years i.e. 2010-2011, 2011-2012 and 2012-2013 issued by Competent Authority exercising powers under Drugs and Cosmetics Act and Rules to be submitted in Copy of the original duly attested by Notary Public be enclosed (proforma enclosed).

(xiii) "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 in Copy of the original duly attested by Notary Public be enclosed (proforma enclosed).

(xiv) Sample submission acknowledgement issued by the Veterinary Assistant Surgeon (CVMS) to be submitted in original. (proforma enclosed)

**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. 25(viii -- xiv) are not applicable to Tenderers quoting for equipments.

c. Document serial no. 25(xiii) 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, 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.

26. **THE PRICE BID (COVER-B) SHALL CONTAIN THE FOLLOWING:**

   (i) Tender Offer form duly signed– Price list for medicine in the prescribed proforma. (proforma enclosed)

   (ii) Tender Offer form duly signed– Price list for equipment in the prescribed proforma. (proforma enclosed)

**Note:**

a) The cover shall contain only the price list, both ORIGINAL and PHOTOCOPY. Any discrepancy in this regard will cause the rejection of Price list.

b) In case any items present in the list are found to be covered under DGS&D rate contract or in the quoting of the Government of India / Government of India undertaking firms, such items will not be considered through this tender.
27. Tenders have been called for Medicine and Equipments separately. Therefore, the Cover-A & Cover-B shall be sealed and superscribed either as “Tender for supply of Veterinary Medicines – 2013-2014” or “Tender for supply of Equipments - 2013-2014”. The sealed Covers A and B are to be put in an outer cover, the outer cover should also be sealed - tamper proof and superscribed as “Tender for the supply of Veterinary Medicines 2013-2014” or “Tender for the supply of Equipments - 2013-2014”. The name and address of the Tenderer shall also be typed / written on all covers including the outer cover.

**Note:** Tenderers participating for both medicine and equipment should submit the ‘Cover-A & Cover-B of medicines’ and ‘Cover-A & Cover-B of equipments’ separately.

28. The Tenderer shall note that only price list is to be placed in the price bid format.

29. In the event of any discrepancy in respect to the rates quoted, the “Committee” reserves the right to accept the lowest rate.

30. Both the copies shall be typed and shall be signed by the Tenderer or by a person duly authorized which shall bind the Tenderer to the Contract.

31. Tenderers are requested to strictly conform their enclosures are to the shape and size of the authenticated application form; (printed literatures are exempted from this condition.)

32. Copies of any documents produced with tender including Xerox copies, should be clear and readable, otherwise it will not be considered. If the required certificates are in the language other than English, attested copy of English version should be furnished for verification and record.

33. Entry to participate in the Tender Opening Committee Meeting is restricted only to bona-fide Tenderers or one of their Authorized Representative.

34. 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.

35. 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.
36. The verification of documents in COVER-A and the decision to open COVER-B to read out the rates quoted by the tenderer, by the tender opening committee is only provisional subjected to further verification.

37. 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 outcome of the Tending process.

38. 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.

39. 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.

40. 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.

41. Tenders submitted in forms other than the one prescribed and /or without the payment of the prescribed fee will be rejected.

SPECIFICATIONS OF ITEMS:

42. 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.

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. If any tenderer quotes for different makes the lowest of the rate quoted will be considered irrespective of the make.

d. The Tenderers must specify the brand name if any for drugs and medicines, the name of the manufacturer and his details for equipments.

**EARNEST MONEY DEPOSIT:**

43. 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. Bank guarantee cannot be accepted for the payment of earnest money deposit. The amount should be paid only by Bank Demand Drafts drawn in favour of the Senior Accounts Officer, Department of Animal Husbandry and Animal Welfare, Puducherry payable at State Bank of India, Puducherry. The E.M.D. will be refundable to the unsuccessful Tenderers in due course.

<table>
<thead>
<tr>
<th>Category of Items</th>
<th>E.M.D Amount payable (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. E.M.D for items Code-A</td>
<td>5,000</td>
</tr>
<tr>
<td>b. E.M.D for items Code-B</td>
<td>2,000</td>
</tr>
<tr>
<td>c. E.M.D for items Code-D</td>
<td>15,000</td>
</tr>
<tr>
<td>d. E.M.D for items Code-E</td>
<td>3,000</td>
</tr>
</tbody>
</table>

44. 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 5% 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.

45. 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.
46. Failure to furnish the required earnest money deposit and required certificate will entail disqualification and such tenders will be rejected.

47. 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 Demand Draft and the tender enquiry number.

48. No interest will be allowed on the earnest money deposit.

**SUBMISSION OF SAMPLE**

49. The Tenderer shall submit 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 ________________)

50. 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.

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

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

53. 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 _______ from the date of test by the Drugs Controller or otherwise such tenders will be rejected even if received.

54. 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 contract if any.
55. 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:

<table>
<thead>
<tr>
<th>1. Name &amp; Address of the Tenderer</th>
<th>7. Date of expiry</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Item Number</td>
<td>8. Manufacturing License number</td>
</tr>
<tr>
<td>3. Name of the item</td>
<td>9. Quantity / Pack size</td>
</tr>
<tr>
<td>4. Formula</td>
<td>10. Brand or Trade Name</td>
</tr>
<tr>
<td>5. Batch Number</td>
<td>11. Name &amp; Address of the Manufacturer</td>
</tr>
<tr>
<td>6. Date of manufacture</td>
<td>12. Dosage and route of administration</td>
</tr>
</tbody>
</table>

**FALL CLAUSES**

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

56 (a). 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.

**PENALTY CLAUSE AND REJECTION:-**

57. 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.

(f) The Chairman, Centralised 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.

(g) Tenders with extra conditions by the tenderer if any, will be summarily rejected.

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

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

60. The Department of Animal Husbandry and Animal Welfare/ Centralised 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.

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

62. 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.

**AGREEMENT:** [Agreement details available in this file]

63. 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 stamp for Rs.20/- or in a stamped paper to the value of Rs.20/- (Rupees twenty only).

64. The agreement should be in the prescribed form, which will be supplied by the Chairman, Centralised Purchase Committee, Directorate of Animal Husbandry and Animal Welfare, Puducherry.
65. 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.

66. 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.

**INDENT AND SUPPLY SCHEDULE:**

67. 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. However, the special equipments have to be installed either at Puducherry or at Karaikal.

68. 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 anyone or more or the items in the schedule in full or part if found necessary in the interest of public services.

69. 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.

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

71. Each packing shall conform to the labeling 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 15kg only.

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

73. Payment for the supplies will be effected only after clearing the doubts in terms of quantity and quality.
74. **Quality Testing:** 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)

75. 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.

**SPECIAL CONDITIONS APPLICABLE TO DRUGS AND MEDICINES ONLY:**

76. 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.

77. 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.

78. The Drugs (Code ‘A’ & ‘D’) 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 proforma 26(i) PRICE LIST.**

79. The brochures and leaflets of products if any available may also be enclosed with the tender.

80. 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.
81. The firms should furnish proof of their manufacturing license issued under Drugs and Cosmetics Act and the products must conform to the specification.

82. 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.

83. 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.

84. 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.**

85. 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)

86. Sales-tax at concessional rates to Government Department should only be collected and extra rates if any charged will not be admitted.

87. All the labels including the individual labels of the unit formulations should bear the seal "P.G.S.-Not for Sale".

**TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES**

88. 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.

89. 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.

90. 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.

Chairman  
Centralised – Purchase Committee, Department of Animal Husbandry and Animal Welfare, Puducherry.