OFFICE OF THE JOINT COMMISSIONER,
ANIMAL HUSBANDRY,
INSTITUTE OF VETERINARY BIOLOGICAL PRODUCTS, PUNE 411 007.

TENDER FORM
FOR
SUPPLY OF
VETERINARY VIRAL VACCINE
(First Extension)

2009-2011

Submitted by :-----------------------------
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( Tender form total Pages 1 to 18 )
Sealed tenders are invited by the Joint Commissioner of Animal Husbandry, Institute of Veterinary Biological Products, M.S., Aundh, Pune-7 from the reputed and experienced Manufacturers/ Distributors/ Suppliers/ Dealers, Agencies for Supply Of Veterinary Viral Vaccine in the year 2009-2011 (September 2009-30th June 2011) as per the specifications & the terms and conditions, under two envelopes system (Two Bids systems).

Tender form along with terms and conditions will be available in the Institute. The cost of the tender form will be charged at the rate of Rs 2000 per tender form.

Tender form will be available at following timings.

Monday to Friday 10-00 to 16-00 hrs.
Saturday 10-00 to 12-00 hrs. (excluding Govt. holidays.)

If the form is requisitioned by post, Rs. 50/- per form are to be remitted plus cost of tender forms as mentioned above by money order only. However this office will not be responsible for postal delay if any.

Tender form and tender documents may be down loaded from web site (Department web site address :- http://mahavet.mah.nic.in ). If the tender form is down loaded from said web site, a Demand Draft towards cost of each section of the tender form (as above) should be drawn on any Nationalized Bank payable at Pune in the name of “The Administrative Officer to Joint Commissioner, Animal Husbandry, Institute of Veterinary Biological Products, Aundh, Pune-7” must be enclosed with tender form and placed in envelope No.1.

The tender will be rejected in case of less payment of tender form cost.

The scheduled program of the tender will be as under:

a) Sale of the tender form between (Except Govt. holidays) - 29/10/2009 to 07/11/2009

b) Last date of the submission of tender form - 09/11/2009 up to 12.00 hrs.

c) Date of opening of tender (Possibly on) - 09/11/2009 at 15.00 hrs.

Dated : - 23/10/2009

Dr. P. L. Kakade
Joint Commissioner Of Animal Husbandry
Institute Of Veterinary Biological Products
Aundh Pune –7
The Terms & Conditions for submitting tender

INSTITUTE OF VETERINARY OF BIOLOGICAL PRODUCTS, PUNE  411 007

1. ITEMS UNDER TENDER PROCESS FOR FINALISING RATES –

a. Description of Items and Technical Specifications- The list of items with specifications is provided as to this document.
b. Packaging Details- Packing should be standard type and acceptable to transportation or Railway Authority and Government Insurance Fund similarly and it should be easy for handling.

2. ELIGIBILITY FOR PARTICIPATION IN TENDER PROCESS-

a) Only original manufacturers with valid manufacturing license or Certificate of Registration issued by competent authority in this regard are eligible to submit the tenders. Such manufacturers shall submit tender in their own name and seal of firm / manufacturing unit.
b) Original manufacturer as well as distributors appointed by manufacturing company in course of their regular business and who have certificate of distribution valid for one and half year of such manufacturing company are eligible for submitting tender in case of items in

c) Wherever applicable, the manufacturing company must have quality certificate for specified quality standards, issued by competent authority in Government of India. (for Example ISI / Quality certificate issued by Department of Animal Husbandry & Dairying, Ministry of Agriculture./ Food and Drug Authority, DGS & D etc.)
d) The tendered should have sufficient experience in handling with reference to supply of items for Human / veterinary vaccines and biological, and biotechnological units.

e) He should quote separate amount or charges for comprehensive warranty and Annual maintenance for three years for all the instruments under his supply

It must be noted that the tendered should not have been blacklisted by any Government Agency / Institutions of local self Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality, concern must submit all the relevant authentic valid documents required by FDA Rule.

g) The permanent registration certificate of manufacturing company must indicate that production of the items is commenced. Only provisional Registration of the item without commencement of production is not acceptable wherever applicable.

h) The bidder company should clearly state so if his firm is registered with NSIC/SSI Unit or has paid Earnest Money Deposit.
i) India based manufacturing company dedicated only to exports so far are manufacturing companies based outside India who have not had business in Indian domestic market for minimum of last three years, but who are interested in participating in the tender may do so, if they have quality
certificate issued by the competent agency of Govt. of India and supplies of items of description covered by this tender notice for the same purpose for which the item is going to be put after procurement under this tender under any of the programmer sponsored any of the UNO agencies by getting contract awarded by participating in global tenders floated by any Govt. or Non Govt. agencies added by such agencies of UNO and submit along with Envelop no. 1 the Good Performance Certificate issued by Competent Authorities of such Govt. or non governmental agencies or

ii) They have made supplies of items of description covered by this tender notice to Govt. Agencies for the same purpose for which the item is going to be put after procurement under this tender preferably in USA, EU countries, Japan, Australia and submit alongwith envelope no. 1 the Good Performance Certificate issued by Competent authorities of such Government.

3.) HOW TO GET BLANK TENDER FORMS -

The prescribed tender form along with the terms and condition will be available at the office of the Joint Commissioner, Animal Husbandry, Institute Of Veterinary Biological Products Pune-7 on payment of Rs.2000/- towards cost of tender papers, in the form of cash / Demand Draft of any Nationalized /scheduled Bank only / money order payable to the Administrative Officer to the Joint Commissioner, Animal Husbandry, Institute Of Veterinary Biological Products, Pune-411 007 on any working day from Monday to Friday between 10.00 a.m. to 4.00 p.m and on Saturdays from 10.00 to 12.00 hrs. This amount is non-refundable.

In Addition, Tender form and tender documents may be down loaded from web site ( web site address :- http://mahavet.mah.nic.in ). If the tender form is down loaded from said web site, a Demand Draft of Rs.2000/- (Rs.Two thousand only) towards cost of tender form for. Demand Draft should be drawn on any nationalized banks payable at Pune in the name of “The Administrative Officer to Joint Commissioner, Animal Husbandry, Institute Of Veterinary Biological Products, Pune-7” must be enclosed with tender form and placed in envelope No.1.

4) EARNEST MONEY DEPOSIT (EMD) -

a. Earnest Money Deposit of Rs. 5000/- should be paid in the form Demand Draft of any nationalized /scheduled bank. Pune in the name of

“Administrative Officer to Joint Commissioner, Animal Husbandry, Institute Of Veterinary Biological Products, Pune”. Cheques will not be accepted at any stage and in that case tender will be rejected.

b. The manufacturing firms located in Maharashtra & Registered with DGS & D (if item quoted is manufactured by them in Maharashtra will be exempted from payment of EMD)

c. The SSI units registered with NSIC, SSI Govt. of India for their manufacturing items only will be exempted from payment of EMD.

d. Registration No. & Date of registration as mentioned above should be furnished in each case failing which the tender will not be considered. For this purpose attested Photostat copy of valid registration certificate stating items manufactured should be accompanied with tender. If the Tendered is not registered as above or has not paid E.M.D. his tender will not be considered.

5. LAST DATE AND PLACE OF SUBMISSION OF COMPLETED TENDER FORMS –

Completed Original Tender Form should be returned duly filled in and signed on or before last date of submission i.e. 09/11/2009 till 12.00 P.M., at the Office of the Joint Commissioner of A.H, Institute Of Veterinary Biological

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Products, Aundh, Pune-7. The Tenderer must submit the tender form in person by recording the name of the bidder, date and time along with their telephone numbers in the register kept near the tender box.

6. **MANNER OF SUBMISSION OF COMPLETED TENDER FORMS**

a. **The main envelop should be superscripted with the name of the respective Veterinary Viral Vaccine.** The section number quoted for as well as the item nos. and items quoted for, should clearly be written on each envelope. This is mandatory.

b. Tenderers should submit tenders in two envelopes system (two bid system).

Accordingly, the tender form duly filled and rates quoted for the items should be sent in a separate appropriate size envelope, duly sealed and super-scribed “Envelope No.2”. All other required documents such as Registration Certificate, a copy of terms and conditions duly signed, Certificate from Director General of Supplies and Disposals wherever applicable, demand draft and all documents supporting the Technical Eligibility criteria for participation in tender process (AS PER GENERAL TERMS & CONDITIONS FOR SUBMITTING TENDER) etc. should be put in separate envelope super-scribed as Envelope No.1”. These two envelopes should be sealed and put in one sealed envelope stating as “Tender call for Supply Of "Veterinary Viral Vaccine" It may be noted that while opening the tender, Envelope No.1 will be opened in the first instance. Envelope No.2 will be opened only after ascertaining whether the tenderer has fulfilled all requisites in Envelope No.1. The tenderers not fulfilling the above requirements will be rejected and no further claim will be entertained.

c. **Envelope No. 1 (Technical Bid):** Envelope no 1 should be marked AS “TECHNICAL TENDER ENVELOPE”. It should contain technical information in the form of following documents. All the documents attached in envelope No.1. Should be duly certified/attested by Gazetted Officer and the originals should be kept ready for submission on demand

i. Manufacturer’s license/ Certificate of appointment as distributors issued by manufacturing company

ii. **II. VAT Registration Certificate along with clearance certificate. (Attested Xerox Copy) or exemption of Sales Tax.**

iii. Earnest Money Deposit :- (1) Bank Draft of Nationalized /Scheduled Bank (of Rs.5,000 ) . Demand Draft may please be invariably drawn in the Name of "Administrative Officer to the Joint Commissioner Animal Husbandry, Institute Of Veterinary Biological Products, Pune-7" or (a 2) Certificate for exemption of Earnest Money Deposit - To avail this, please attach Copies of S.S.I. Registration/N.S.I.C. (Registration)/Registration of DGSD.

iv. It should be specifically noted that the supply orders will be given to the bidder and bills must be raised in the name of bidder and payment must be strictly made to the original manufacturer.

v. Original Product Catalogue and or Information brochure

vi. Details regarding participation of such Tender Inquiry in the past, if any.

vii. Details regarding supply of Veterinary Viral Vaccine

viii. 0for which tender is filled wherever applicable.
ix. Letter of Markering experience in supplying the Veterinary vaccines and biotechnological products companies issued by local FDA.

x. Detail specifications of the stores and quoted information should be given in the following Proforma

<table>
<thead>
<tr>
<th>Tender Enquiry specification</th>
<th>Detail specification of the stores quoted by the firm with name of the manufacturer.</th>
<th>Whether stores is AS per Tender Enquiry specification.</th>
<th>Quote licence number or for the item where applicable.</th>
</tr>
</thead>
</table>

xi. If item is under the Contract, rate contract copy should be attached.

xii. The company should submit the No conviction Certificate and GMP certificate issued by the relevant FDA authorities.

xiii. All the copies of certificates attached with the tender should be duly certified/attested.

xiii. You are requested to number all the pages attached with the tender form and mention the page number in the checklist.

xiv. To facilitate early check you must fulfill entries in checklist to confirm the exact follow up of process.

xv. Warranty clause and its operation must be specified wherever applicable.

xvi. DECLARATION BY THE TENDERER on page 15 must be duly signed by Tenderer.

xvii. The terms and conditions must be duly signed by the tenderer.

xviii. The Tenders giving short validity period will not be considered at all.

xix. The rates quoted should be valid for the complete tender period.

xx. Conditional / modified offers received other than the specified conditions mentioned in the tender enquiry are liable for rejection.

xxi. The tenderer should quote only one rate against the tender enquiry. The tenderer should give detail reasons for quoting more than one rate if he finds necessary to quote more than one rate.

d. Envelope No. 2 (Commercial Part) :- The second envelope as mentioned above should contain rates quoted only on prescribed priced tender form. The rates should be quoted as directed in the tender form. Joint Commissioner of Animal Husbandry, Institute OF Veterinary Biological Products, Pune reserves the right to call for break up of tender where necessary. This envelope should be marked AS “COMMERCIAL TENDER ENVELOPE”

e. Tenderers who are participating for different items under same section should get Xerox of Price tender form in original format. Tenderers who are participating for different items under same section or different sections should also get Xerox of Price tender form in original format and filling the rates as mentioned above and use separate envelop for each item, instead of filling and quoting the rates of all the items in single form. Mention item name of item, section no.& title, item no. on respective individual envelope. Then put all these individual envelopes (marked as commercial envelop) in Envelope No 2 and again seal the second envelop. Mention all quoted section No. & titles & items collectively on envelope no. 2 i.e. commercial envelope.
The sealed Envelope No.1 and No.2 should also be sealed separately and again be put together appropriately into 3rd bigger envelope and sealed and on left hand upper corner the details of tender enquiry and date of tender opening shall be marked. The full name and address of the tenderer shall be written on the left-hand bottom. The envelope should be addressed to the Joint Commissioner of Animal Husbandry, Institute OF Veterinary Biological Products, Pune-7. The tenderer should clearly write on the envelop Tender for Supply Of Veterinary Viral Vaccine along with the Tender.
f.) Tenders sent by Registered Post or by Speed Post / Courier will be accepted. [at the risk of tenderer ]
g.) No tenders will be accepted after stipulated date & time. similarly no request for extension of time will be considered.
h.) The firm who make any undue effort to bring the pressure from side or from any departmental authority will be liable for outright rejection.
i.) Tenders not submitted as per the above-prescribed manner will be treated as invalid.

7. HOW TO QUOTE RATES-
a. Rate should be quoted F.O.R. Destination Rates should be quoted as Basic Rate + taxes. It should be separately shown.
b. The tenderers are free to quote for all items in the tender or any single item of the tender.
c. Breakup may however be given separately indicating the rates of duties, taxes etc. against concessional form.
d. Tenderers who are participating for different items under same section or different sections should get Xerox of Price tender form in original format and fill the rates as mentioned above and place the rates of one item in one envelope and use separate envelop for separate items instead of filling and quoting the rates of all the items in single form.
e. F.O.R Destination rates would be on the basis of supplies to be made at Institute OF Veterinary Biological Products ,Aundh Pune-7. However in case of vaccine only the vaccine has to be supplied in cold chain at the various district places of the state as per the schedule of supply given in the order at the same rate.
f. Vague tender will not be considered.
g. Tenders against assurance of raw material quota will not be considered.
h. If the item/items is/are covered under D.G.S. & D. rate-contract, the tenderer should quote D.G.S. & D. Rate-contract, Nos. and furnish other relevant particulars along with the copy of the rate-contract.
i. Over writing or correction in rates will not be accepted. Rates should be written in clear and readable writing.
j. Tenderer may quote rates mentioning makes and model of store also and should indicate specifically the make of spare parts, i.e. genuine, imported, equivalent make or indigenous. They are required to give guarantee for premature ware, exact fitness and satisfactory performance of the parts, offered other than the genuine (original manufacture of the machinery).

8. STATUTORY TAXES ETC-
The supplier will be provided Octori exemption certificate, by the purchasing officer.
9. FALL CLAUSES -
   a. It is a condition of the contract that all through the currency thereof, the price 
at which you will supply the stores should not exceed the lowest price charged
by you to any customer during the currency of the rate contract and that in the
event of the prices going down below the rate contract prices you shall
promptly furnish such information to us to enable to amend the contract rates
for subsequent supplies.
   b. For enabling the undersigned to monitor this aspect, the tenderer shall have to
undertake to promptly supply a copy of its rate-list applicable to its
distributors/whole sellers and retailers along with all kinds of discount
structure including quantity discount, early payment discount, cash discount,
business incentives etc and also undertake to furnish promptly a copy of all
rate-contracts in force at any point of time during the currency of contract
with the undersigned.

10. PRICE VARIATION / ESCALATION-
Price variation clause on any account is not acceptable. Increase in rate on any
account such as increase in input cost etc will not be at all admissible.

11. OPENING OF TENDERS-
Opening of tenders shall be (Possibly) done on 09/11/2009 at 12.00 hours, in
the office JOINT COMMISSIONER OF ANIMAL HUSBANDRY, Institute Of
Veterinary Biological Products, Aundh, Pune-7
Every bidder is at liberty to remain present or authorize his / her (only one)
representative to be present at the opening of the tender at the time and date specified.

12. ACCEPTANCE OF TENDERS –
   a. The Joint Commissioner Animal Husbandry, Institute Of Veterinary
Biological Products, Pune reserves the right to call for break-up of the tenders
where necessary.
   b. Joint Commissioner Animal Husbandry does not pledge himself to accept the
lowest tender and reserves to himself the right of accepting the whole or any
part of the tender or portion of the quantity offered against any item and you
shall supply the same at the rate quoted
   c. The Joint Commissioner Animal Husbandry, Institute Of Veterinary
Biological Products, Aundh, Pune-7 reserves the right of accepting the whole
or any part of the tender or to refuse all tenders without assigning any reason.

13. SIGNING OF AGREEMENT –
   a. Successful renderer shall have to come to the Office of the Joint
Commissioner, Animal Husbandry, Institute OF Veterinary Biological
Products, Pune-7, for completing formalities of Agreement Bond as and when
called, within 10 days of acceptance of tender.
   b. The successful renderer will be required to execute an agreement bond on
stamp paper worth Rs.100/-.
c. Successful renderers will have to deposit 3% of the cost of the instrument /material (whichever is more/ the higher amount should not be equal to the cost of instrument) in the form of demand draft as security deposit. (It should be drawn on any nationalized bank payable at Pune in the name of)

d.

e. “The Administrative Officer to Joint Commissioner, Animal Husbandry, Institute Of Veterinary Biological Products, Pune-7”)

f. The security deposit will be returned after 6 months period after successful completion of Tender period or Warrenty period whichever is later

14. INDENTING PARTIES-
Any person authorized by undersigned may make indent for the goods under the contract.

15. DEMAND AND SUPPLY SCHEDULE-

a. Successful tenderer will have to supply the goods[ in case of branded items /readily available items] as per order placed, within the stipulated period mentioned in the supply order and {if not mentioned (period of 3 weeks)} failing to do so, the penalty of 0.5% of value will be charged per week or part thereof for late delivery of goods till the date of its supply / receipt

b. Except Readymade, branded common goods; The delivery period mentioned in the submitted tender forms should be strictly adhered.

c. There is possibility of repeat order within the validity period of the tender.

d. The number of items to be purchased is likely to change as per the provision and sanction.

e. The Contractor will have to necessarily supply the items of the same quality, make as have been specified in his bid.

f. As soon as it is apparent that contract dates cannot adhere to, an application shall be sent to Joint Commissioner(purchasing Officer).

g. Without prejudice to the forgoing rights, if such failure to deliver in proper time as offer said shall have arisen from any cause, which purchasing officer may admit as a reasonable ground for an extension of time. He may allow such additional time as he considers to be justified by the circumstances of the case.

h. Non-availability of raw materials will not be a reason for extension request.

16. SOME TERMS AND CONDITIONS FOR IMPORTED ITEMS
In case of imported equipments, in addition to conditions about eligibility of bidder following condition shall apply.

a. The letter of credit will be opened by the Department / Representative in favor of foreign supplier. The Government formalities such as obtaining Custom duty, exemption certificate from Government of India will be completed by the tenderer, the relevant documents will be supplied by the Department
b. of Animal Husbandry, Institute OF Veterinary Biological Products, to the tenderer.

c. Supplier/Tenderer will undertake the responsibility of clearing of consignment from customs from Mumbai. Transporting the same to Pune plus insurance letter installation and successful commissioning of instrument and imparting minimum 15 days’ training to the operators within India / abroad will be responsibility of supplier. These services are to be rendered by the supplier/tenderer free of cost and the Department will not pay anything for these services. All the transactions will be operated under LC account system.

d. Dispatch of the equipment is to be made before the dates specified by the indenting agency, through Air India & supplier should send one copy before the date specified by indenting agency which shall not be later than 15 days.

e. Agency commission: mention the name of the authorized Indian Agent, indicate the percentage of Indian Agency commission payable in Indian currency, which will be paid by this office.

f. The payment of the equipments will be done as follows: -
   i. 70% payment will be released on submitting the dispatch documents to your Bank.
   ii. 20% payment will be released by your Bank only after the receipt of certificate from Department that supplier/tenderer has successfully commissioned the equipment and 10% payment will be released on the training of operation is completed to our satisfaction and Quality control aspect is taken care of fully.
   iii. In case of Balance 30% payment if there is increase in rate of exchange then the increase is to be borne by the supplier and not by the Department.
   iv. In case if the rates of the instrument are quoted in Indian currency the losses due to decrease in exchange rate will be on the supplier side.

g. If there is delay in supply of equipment and Department is required to extend the validity of L/C (Letters of Credit), then the expense incurred for this will be borne by the supplier/tenderer. The Department will not be involved in such case. This condition will be included in letter of credit.

h. In case of faulty or any defective equipment the supplier will replace the equipment at his own cost and after replacement, the original equipment/instrument will be handed over to the supplier/tenderer at Pune only. In this case the balance 30% payment will not be released unless the replacement of equipment/instruments, installation, commissioning and training is completed to the satisfaction of the Department/representative from competent authority.
17. TO WHOM & BY WHOM BILLS TO BE RAISED AND PROCEDURE THEREOF - Bills must be raised by contracting company under its own letterhead to indenting agency.

18. TAX DEDUCTIONS FROM BILLS - Appropriate Income Tax will be deducted at source TDS is applicable as per prevailing provisions.

19. QUALITY CONTROL -
   i. if the undersigned desires to inspect the material, the manufacturing facility and stores should be offered for inspection to him or to his agent. In case of supplier having stores / manufacturing facility out side India, the traveling, boarding and other ancillary charges as per entitlement under government rules in relation to the inspecting Officers will have to be borne by the contracting company. Supplier will have to bear the charges of inspection & Testing wherever agreed.

20. MODE OF PAYMENT -
   a. Payment shall be made by purchasing officer on production of bills raised by the contracting company. All payment shall be made in the name of contracting company only.
   b. Terms of payment for Indian supplier will be as per the Maharashtra Government purchase manual. Or as per the specific terms and conditions in agreement bond done between the supplier and Joint Commissioner of A.H, IVBP.
   c. As the payments are made from Government Treasury, the undersigned shall not be responsible for delay in receipt of grants from Government or procedural delay due to treasury operations which is beyond direct control of undersigned or indenting officer / agency.
   d. In case of heavy highly valuable tailor made heavy cost machineries; when supplier demands the advance payment against the order and if The Joint Commissioner accepts it; he has to submit advance bank guarantee equal to the advance amount valid up to the period of completion of supply and successful performance of the same machinery.

21. PENALTY CLAUSE -
   In case, contracting party fails to deliver the instruments, equipments & appliances or any consignment thereof within the contracted period of delivery or in case the goods are found not in accordance with the prescribed specifications and / or as per approved samples and / or analysis reports the Joint Commissioner, Animal Husbandry, Institute OF Veterinary Biological Products, Pune shall exercise his discretionary powers to take one or more of the following actions. Any loss, penalty imposed on supplier shall be deducted from the bills payable to him to the extent of bill amount and any other amount due to contractor under the same or any other contract with the undersigned or any of the indenting agency.
a. To recover from the contractor as liquidated damages a sum equivalent to half percent of the price of the undelivered stores of the stipulated rate for each week or part thereof during which the delivery of such stores are delayed and/or,  
c. To purchase such stores from any other sources and at such price as the purchasing officer in his sole discretion feels fit and to recover the differences of cost if any from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the approved tender. The defaulting contractor will be penalized to the extent of differences in the rate of 100% of the value of the order. If action as above to be taken If the defaulting contractor fails to pay penalty he will be permanently de-listed from the list of approved contractors of any Department of Maharashtra Govt. / Central Govt. and security deposits of the contractor will be forfeited to Government.

d. To forfeit the security deposits of the contractor to Government  
e. Cancel the contract  
f. Black list the supplier

22. WARRANTY CLAUSE AND ITS OPERATION - It should be specified and enclosed in envelop no 1. Invariably it must not be less than one year from the date of successful commission of Instrument, machinery or equipment.

23. FORCE MAJEURE: If, at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchasing officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.
24. **PERIOD OF VALIDITY OF RATE CONTRACT**-

The contract shall be valid up to **30-6-2011**. However, the said Rate Contract may be extended by the undersigned beyond three – six months of above mentioned date which will be binding on the supplier at the same approved rate and at the same terms and conditions.

25. **SETTLEMENT OF DISPUTES**-

a. All disputes between indenting agencies and the supplier shall be settled by the undersigned. However, the disputes between the contractor and the undersigned or the appeal against the decision of undersigned in disputes referred to him shall lie with the Secretary / Principal Secretary, Department of Animal Husbandry, Institute OF Veterinary Biological Products.

b. Judicial proceedings, if any, can be started only in Courts of the State of Maharashtra. At Pune Court only

26. **REMOVAL OF DIFFICULTY**-

The dates quoted in the tender form are subject to change in the event of any holiday abruptly declared by Govt. Undersigned shall take such decisions to remove difficulties due to ambiguity of provisions in the tender documents or due to provisions which are inconsistent with the objective of this tender.

27. If any company has not given satisfactory performance during previous years, Joint Commissioner Animal Husbandry, Institute Of Veterinary Biological Products, Aundh, Pune-7 reserves the right to reject its Tender.

Tenderer must submit the samples of the items wherever demanded and necessary with his details wherever applicable

I have carefully read the terms and condition of the tender for supply of **"Veterinary Viral Vaccine"** and I solemnly declare that the terms & conditions are acceptable to me and binding on me.

Place : Signature of tenderer
Date Seal


DECLARATION BY THE TENDERER

I/We …………………………………………………………………………………………………………………..
am / are the authorized nominee(s)/authorized signatory of the firm
…………………………………………………………………………………………………………………………
hereby submit tender to the Joint Commissioner , Animal Husbandry Institute Of Veterinary Biological Products ,Pune-7 , Government of Maharashtra for the Supply of Machinery , Equipments and Appliances for the year 2009-2011
That I / We have read the terms and conditions as mentioned in this tender form carefully and that I shall/we will abide by to all the terms and conditions contained therein.
2. That I am/ We are well acquainted with the facts about the firm and the information provided in the tender form is true and correct.
3. I/ we may be punished as per law for any wrong information misleading facts provided in the tender form besides rejection of my/our tender
4. In case and any disputes the jurisdiction will be Pune only.
6. The rates quoted by me will not be higher than that quoted in any other government Rate contract and I will be bound to supply at the lowest rate that had been quoted by me at any other government tender.
7. I/ We am/ are bound to supply Machinery, Equipments , Glassware , and Grains for Laboratory animals to the Institute Of Veterinary Biological Products on the same terms and conditions and on the same rates as approved in the rate contract for further 3-6 months. If Joint Commissioner, Animal Husbandry, Institute of Veterinary Biological Products Pune at his discretion desires to give extension to the said rate contract over and above the period of 30.6.2011.
I have carefully read the general & specific terms and condition of the tender for supply of "Veterinary Viral Vaccine " from 01/09/2009 to 30/06/2011 and I solemnly declare that the terms & conditions are acceptable to me and binding on me.

Place : Signature of tenderer
Date (Seal)
CHECK SLIP
(To be filled by the Tenderer only)
The documents to be compulsorily enclosed with Tender form are listed below. Any omission makes the tender liable for rejection. Before sealing the tender check up each item and score at the appropriate place with Yes or No or N.A. You must also quote the relevant page number. You may attach other information as stated in the list and number the same pages.

Name and Address of the firm:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Items</th>
<th>Whether attached</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Manufacturing license or Authorisation letter</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Earnest money deposit enclosed</td>
<td>Yes/ No</td>
<td></td>
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<td>DD No. .......................................................................................</td>
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<td>b) If earnest money deposit not enclosed give reasons</td>
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<tr>
<td></td>
<td>i) Is the firm of Government Undertaking</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Is the firm of S.S.I. Unit</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Valid VAT registration Certificate and clearance</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Marketing experience certificate enclosed [issued by FDA]</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>No conviction certificate issued by FDA</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>GMP Certificate issued by FDA</td>
<td>Yes/ No</td>
<td></td>
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<tr>
<td>7.</td>
<td>a) Product catalogue enclose</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>a. Whether tender-form is downloaded from net if yes</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D.D.No.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>b. or purchased from office</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>All papers attested by Gazatted Officer with office seal</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Declaration by the tenderer duly signed by the tenderer.</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Duly Signed Terms and Conditions</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Detailed Specifications of the items quoted for</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Copy of its rate-list applicable to its distributors/ whole sellers and retailers along with all kinds of discount structure including quantity discount, early payment discount, cash discount, business incentives etc wherever applicable.</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Letter of experience in supplying the items to Human / veterinary vaccines and biotechnological products companies.</td>
<td>Yes/ No</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Assurance letter committing to give a comprehensive warranty and Annual maintenance for three years for all the instruments wherever applicable. As additional document.</td>
<td>Yes/ No</td>
<td></td>
</tr>
</tbody>
</table>

The above details have been checked and found correct. (Page no. must be indicated.).

Place:
Date:   Signature of the Tenderer
            (Official seal)
### SECTION - A
Veterinary Vaccines

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>SPECIFICATION OF THE ITEM</th>
<th>NAME OF MANUFACTURER</th>
<th>MAKE OF ITEM</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BASIC</td>
</tr>
<tr>
<td>1</td>
<td><strong>Freezedried Ranikhet Disease vaccine along with suitable diluent</strong> Mukteshwar R2B strain propagated in embryonated eggs The vaccine should comply latest Indian Veterinary Pharmacopoeia standards &amp; norms. The vaccine should be supplied to various district places of Maharashtra and/or to Institute of Veterinary Biological Products Pune-7, maintaining proper cold chain to maintain storage/transport temperature not above -20°C. The vaccine should have latest manufacturing and long expiry date not less than one year at -20°C.</td>
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<tr>
<td>2</td>
<td><strong>Freeze dried Lasota vaccine along with suitable diluent</strong> Lentogenic strain propagated in embryonated eggs The vaccine should comply latest Indian Veterinary Pharmacopoeia standards &amp; norms. The vaccine should be supplied to various district places of Maharashtra and/or to Institute of Veterinary Biological Products Pune-7, maintaining proper cold chain to maintain storage/transport temperature not above -20°C. The vaccine should have latest manufacturing and long expiry date not less than one year at -20°C.</td>
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</tr>
</tbody>
</table>
3 Freeze dried Fowl pox Vaccine along with suitable diluent
   Beaudette strain propagated in embryonated eggs
   The vaccine should comply Indian Veterinary Pharmacopoeia standards.
   The vaccine should comply Indian Veterinary Pharmacopoeia standards.
   The vaccine should be supplied to various district places of Maharashtra and/or to Institute of Veterinary Biological Products Pune-7, maintaining proper cold chain to maintain storage/transport temperature not above -20 °C.
   The vaccine should have latest manufacturing and long expiry date i.e. one year at -20°C.

4 Freeze dried Swine fever Vaccine along with suitable diluent
   The vaccine should comply Indian Veterinary Pharmacopoeia standards.
   The vaccine should be supplied to Institute of Veterinary Biological Products Pune-7, maintaining proper cold chain to maintain storage/transport temperature not above -20 °C.
   The vaccine should have latest manufacturing and long expiry date not less than one year at -20°C.

Signature of the tenderer