



ICAR-NATIONAL DAIRY RESEARCH INSTITUTE
(Indian Council of Agricultural Research)

KARNAL-132001 (Haryana) INDIA



F.No. [RC/VetyMedicines/2021-22](#)

Date: 17th August, 2021

**E-TENDERS NOTICE INVITING
(NATIONAL COMPETITIVE BIDDING)**

The National Dairy Research Institute, Karnal invites online bids from the Indian Manufacturers and Authorized Indian Agent of abroad firms for entering into Annual Rate Contract for supply of various veterinary medicines/ feed supplements/ Vaccines / Disinfectants /sanitizers to ICAR-NDRI, Karnal during the year 2021-22.

Tender documents may be downloaded from ICAR-NDRI web site www.ndri.res.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under:-

CRITICAL DATE SHEET

Published Date	17.08.2021 at 3.00 PM
Bid Document Download	17.08.2021 at 3.30 PM
Bid Submission Start Date	17.08.2021 at 3.30 PM
Pre-Bid Meeting Date	25.08.2021 at 11.00 AM Online (through Zoom app): The Meeting ID and Password would be made available on the http://ndri.res.in
Bid Submission End Date	07.09.2021 at 3.30 PM
Bid Opening Date	08.09.2021 at 3.30 PM
Place of opening of Technical bid	Chamber of Administrative Officer (P)
Address for communication	Purchase Section, ICAR-NDRI, Karnal-132001

On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for the goods mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should be uploaded online at CPPP **latest by 07.09.2021 at 3.30 PM**. The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & will be rejected, and no correspondence in this regard will be entertained.

A. INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The tender form/bidder documents may be downloaded from the web site: <http://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted.
2. Tenderers/bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by the corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Director reserves the right to accept or reject any or all the tenders.
4. The Bidders may submit their Technical bids online on the portal of CPPP. No conditional bids shall be allowed/ accepted. Bidders will have to upload scanned copies of various documents

required for their eligibility and all other documents as specified in NIT. **The bidder will have to give an undertaking online that if the information/ declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.**

5. The interested bidders including MSME/Startups/NSIC firms have to submit the Signed Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will liable to be suspended for two years failing which bid will be rejected.
6. Important Note:- In case GST exempted or Rate of GST applicable reduced/increased for the respective medicines by Govt. of India during the contract, the applicable GST will be paid.
7. **Following documents are required for being a firm/dealer for technically qualified:**

Sr.No.	Documents Required
1.	Scanned copy of Bid Security Declaration as per Annexure-I .(mandatory for all bidders including MSME/NSIC/Startups).
2.	Scanned copy of Firm's Registration
3.	Scanned copy of Firm's PAN Card.
4.	Scanned copy of Firm's GSTIN No.
5.	Scanned copy of proof of the products manufactured in WHO – GMP certified Companies.
6.	Scanned copy of undertaking regarding no change of prices as per Annexure-II
7.	Scanned Copy of Financial Statement (Trading & Profit and Loss A/C and Balance Sheet) duly certified by the chartered accountant for the minimum firm's turnover not less than 1.00 crore for the last two consecutive years i.e. 2018-19 and 2019-20 on Annexure-III
8.	Scanned Copy of Rate Contract during last two financial year of the tendered item(s).
9.	Scanned copy of undertaking in regard to black list certificate that the firm is not black-listed or stopped dealing by any Govt. organization/Institute on (Annexure-IV).
10.	Scanned copy of undertaking in regard to discount on Annexure-V
11.	Scanned Copy of Income Tax Return for the two consecutive financial year i.e. 2018-19 and 2019-20.
12.	Tender acceptance letter in the prescribed format as per annexure-VI.
13.	Any Bidder seeking benefit/preferences under MSME(Udyam registration)/NSIC/Startup/MII must submit all relevant and valid documents/certificates for consideration at the time of bidding itself.
14.	Authorization certificate of principal firm for authorizing to other firm, if applicable as the case may be.
15.	Documentary evidence in case of merger of any company/change of name, its turnover of preceding years would be considered subject to documentary evidence.
16.	Scanned copy of Check List as per Annexure-VII

8. FINANCIAL BIDS: Financial bids of the technically qualified bidders will be checked manually and the will be intimated through e-mail/ speed post.

9. BRIEF DESCRIPTION OF GOODS AND TERMS & CONDITIONS OF ANNUAL RATE CONTRACT FOR PURCHASE OF VARIOUS VETERINARY MEDICINES:-

a) Guiding specification and other technical detail:

Sl. No	Description of goods and allied services
1).	Veterinary Medicines/Vaccines/Feed supplements/ Disinfectants /Sanitizers related to livestock (For use in small and large animals)

b) Terms & Conditions :-

- i. The expiry period of the medicines should be at least one year from the date of delivery.
- ii. The price list should have validity upto 31-08-2022 and subsequent extension period of the Rate Contract .
- iii. The firm should agree to replace the veterinary medicines/Vaccine before 2 months of its expiry.
- iv. Name of the address of the local agent or supplier full details at or nearby Karnal should be submitted along with the quotations.
- v. Piecemeal supply of medicines against PO will not be accepted. In such cases purchase order will liable to be cancelled in whole.
- vi. In case the company at any time stops the manufacturing of any medicines the same may be informed well in advance along with certificate from manufacturing firm so that we may issue necessary corrigendum in this regard otherwise the firm will deliver full supply.
- vii. The supply of medicines will have to be completed within 30 days from the date of issue of purchase order strictly inconformity of specification and duration of supply well before the expiry of delivery period. Moreover, the firm fails to deliver the goods within the stipulated period for the reasons other than circumstances beyond suppliers control and the Institute extends the delivery period. The institute will also deduct from the contract price/bill, as liquidated damages/penalty @ 0.5%week subject to maximum of 10% of the bill of the delayed goods. Once the maximum is reached the institute may consider termination of the P.O. However, in certain and genuine situation extension may be granted, if the competent authority is satisfied and the request is received in the office within the stipulated period of the supply.
- viii. The terms of the delivery should be FOR NDRI., Karnal.
- ix. The firm should supply the same make of medicines as ordered change of medicines will not be allowed in any case.
- x. No revision of rate/price list will be entertained unless/otherwise of valid reasons acceptable to the Institute.
- xi. The rates quoted in the Hospital prices list are as per the Government Hospital rates meant of the supply to Govt. Institute or lower than that. A certificate to the effect may also be recorded on the price list itself otherwise price list will not be accepted. Revision of rate/price list will not be entertained.
- xii. The Director, NDRI., Karnal reserve the right to cancel/reject the P.O. in full or a part thereof at any time without assigning any reason.
- xiii. Any loss/damage caused to the institute property by the supplier or any representatives shall be made good by the supplier.
- xiv. All the disputes/litigation, if any will be subjected to Karnal jurisdiction only.
- xv. The rate contract will be guided by "Fall Clause" as per MOP of Goods, 2017. DOE Min. Of Finance.
- xvi. Consolidated Maximum discount from Sole manufacture or Local Distributor is allowed. No discount separately for General and Bulk order is permissible. The bidder (the principal firm as well as their representative/authorized dealers) have requested to quote maximum discount to the Institute being a Premier Institute for vety. Medicines/Vaccines/Feed Supplements / Disinfectant /Sanitizers.
- xvii. Principle manufacturer can offer higher discount than the committed discount during the period of Rate Contract and should intimate to Purchase Section, NDRI, Karnal well in advance. Price List in Excel format as per Annexure-VI is to be provided.
- Xviii. No correspondence will be entertained in this regard. Price list submitted with the tender will not be changed during the entire period of Rate Contract. An undertaking as per Annexure-II is to be submitted to the effect that there is no change in prices of items in the price list submitted by the firm mentioned in the soft copy in Excel Format/CD/Pendrive. In case if it is found at any stage that there is a change/difference of prices in the items mentioned in the soft copy in excel format/CD/Pendrive and printed copy as comparison to pdf copy, the recovery of excess amount will be realized from the firm in addition to cancellation of Rate Contract immediately as well as to stop the future dealing with the firm.
- xix. The Purchaser reserves the right to conclude one or more than one rate contract for the same item.
- Xx. In case of emergency, the purchaser may purchase the same item through adhoc contract with a new supplier.
- Xxi. The Purchaser and the authorized users of the rate contract are entitled to place supply order up to the last day of the validity of the rate contract, though the supplies against such supply orders will be effected beyond the validity period of the rate contract. All such supplies will be guided by the terms & conditions of the rate contract.

9. Bid Opening: Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.

10. Terms of delivery : Delivery at site, viz. **AAO (Stores), NDRI, Karnal.**

11. Delivery period for goods: Within **30 days** from the date of issue of Purchase Order

12. Receipt of Goods & Terms of Payment:

a. Payment term for supply of goods :-

Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challans of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. Presence of Seller's representative at the time of supply is desirable for lodging objection, if any.

The purchaser, **within three days of issue of the provisional receipt**, will issue acceptance certificate (of the goods) to supplier, provided the goods supplied are technically acceptable in terms of the contract. The supplier will then send its invoice along with accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within 30 days after satisfactory supply of the material.

b. Paying Authority: The Comptroller, ICAR-NDRI, Karnal – 132 001.

13 Liquidated Damage Clause:

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same.

After receipt of supplier's communications, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract.

If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, *the purchaser will also deduct from the contract price, as liquidated damage, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance.*

The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price whatsoever on any ground.

However, the purchaser shall be entitled to the benefit of any decrease in price and cost, on any ground, whatsoever, of the goods & services, during the period of delay.

The purchaser's letter (to the seller with copies endorsed to other concerned) extending the delivery period will be subject to the above conditions.

14 Dispute Resolution Mechanism:

If any dispute or difference of any kind arises between the purchaser and the supplier in connection with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.

However, if the parties fail to resolve the disputes or differences by such mutual discussion **within 30 days**, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration.

The arbitration will be conducted by a sole arbitrator, who will be appointed by the Director, ICAR-NDRI, Karnal and the procedure to be followed in this respect will be as per the Indian **Arbitration act, 1996**.

The **venue** of the **arbitration** shall be the place (i.e. **NDRI, Karnal**), from where the contract is issued.

In case of any Legal Dispute, the jurisdiction will be at Karnal.

15 You are also required to fulfill the following conditions and also furnish the required details as indicated in subsequent paragraphs.

- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the above requirement, without any change in the unit price or other terms & conditions.
- b) Bidders are advised that one bidder cannot represent two suppliers or quote on their behalf in a particular tender.
- c) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark of industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
- d) The contract shall be governed by the laws of India and the interpreted in accordance with such laws.
- e) The quotation / offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offer.
- f) All the MSME/NSIC, Make In India and Startup firms are eligible to get benefit as per GOI guidelines issued from time to time subject to submission of all relevant and valid documents/certificates/undertaking etc. at the time of bidding itself.
- g) **The guidelines issued vide No.P-45021/2/2017-PP(BE-II) dt 16.9.2020 by GOI, Min. of Commerce & Industry, DoPIIT regarding Public Procurement (Preference to Make in India), Order 2017(Revision) shall be followed.**
- h) **No correspondence other than the issues discussed in the pre-bid meeting will be entertained. The firms/bidders which are unable to participate in the pre-bid meeting can submit their queries/issues, if any, through email only before at-least 24 hrs of the date and time of pre-bid meeting.**
- i) Alternate/ conditions/ Optional bids will not be accepted.

- 16 Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

The successful bidder will have to deposit Performance Security of Rs.50000/- in shape of DD/Banker's Cheque/FDR/TDR in favour of "ICAR Unit-NDRI, Karnal" and an Agreement on non-Judicial Stamp Paper within 14 days from the date of award of the Rate Contract.

NOTE: All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1st July, 2017.

Administrative Officer (P)

On behalf of the Director

ANNEXURE-I

BID SECURITY DECLARATION

I/We undertake that if I/we withdraw or modify their bids during the period of validity of bid etc., the bidder will be liable to be suspended for two years.

Authorized Signatory
with seal of the firm

ANNEXURE-II

UNDERTAKING REGARDING NO CHANGE OF PRICES IN THE HARD COPY & SOFT COPY

I/We undertake that there is no change in prices of items in the price list mentioned in the soft copy in Excel Format/CD/Pendrive. In case if it is found at any stage that there is a change/difference of prices in the items mentioned in the soft copy and printed copy as comparison to pdf copy, the recovery of excess amount will be realized from our firm in addition to cancelation of Rate Contract immediately as well as to stop the future dealing with the firm.

Authorized Signatory
with seal of the firm

ANNEXURE-III

TURN OVER OF THE PRINCIPAL FIRM

(To be certified by the Chartered Accountant)

I/we certify that sales turnover (Revenue from Operations of M/s _____ having its registered office at _____ is as per the audited financial statement as given hereunder:-

Financial Year 2018-19 Rs. (in Lakhs)	Financial Year 2019-20 (Rs. (in Lakhs)

Signature of Registered
Chartered Accountant with seal

ANNEXURE-IV

UNDERTAKING IN REGARD TO BLACKLISTING

I/We undertake that the dealings of our firm never blacklisted or stop dealings or tempering ban by any Govt. Organizations/Institutions/Departments since last three years . In case if it is found in correct or guilty at any stage, our tender/bid will be terminated immediately further dealings will be stopped with the firm.

Authorized Signatory
with seal of the firm

ANNEXURE-V

UNDERTAKING IN REGARD TO DISCOUNT

I/We being principal firm undertake that whatsoever discount we offered to this Institute under this rate contract is not less than any discount given to any other organizations throughout India. We further certify that the discount offered by our authorized dealer(s) under this rate contract is maximum and will not supply any product (under this rate contract) at higher discount to any Govt. /Semi Govt. organizations anywhere in India. In case this agreement is violated at any stage, our rate contract will be terminated immediately and further dealings will be stopped with the firm.

Authorized Signatory
with seal of the firm

ANNEXURE-VI

UNDERTAKING REGARDING TENDER ACCEPTANCE

I/We undertake that the we are accepting all the terms & conditions as mentioned in the Tender Reference No.....Dated.....

Authorized Signatory
with seal of the firm

Note:- All the bidders are advised to submit the documents and / or Undertaking strictly as per above check list showing page Nos. and in prescribed Annexure format. Undertaking not in prescribed format will not be considered and bid may be liable to get rejected.

**Administrative Officer
(P) On behalf of
Director, NDRI
Tel.No. 0184-2259435 & 2259067
Fax. No. 0184-225004**