F.No.III-129/2017-NZP/ Government of India National Zoological Park Mathura Road, New Delhi - 3

TENDER FORM NO._____ PRICE: Rs. 500/(Non – refundable)

Notice inviting sealed tenders, instruction etc., for the supply of veterinary medicines for the period of one year from reputed National / Multi- National companies like Ranbaxy, Cipla, Ciba, Pfizer etc. for the use in the Zoo hospital for treatment of zoo animals/birds.

1. Release of Advertisement 15.01.2018

2. Pre-bid Conference 17.01.2018 at 11.00 a.m.

(at office of the Director,

National Zoological Park, N. Delhi)

3. Revision of RFP 17.01.2018

4. Receipt of bids (Last Day) 07.02.2018 upto 2.00 p.m.

5. Opening of Bid 07.02.2018 at 3.00 p.m.

6. Finalization of allotment/ 28.02.2018

Issue of allotment letter

7. Completion of formalities 10.03.2018

8 Contract Period 01.04.2018 to 31.3.2019

9. Validity of tender 100 days from 07.02.2018

DIRECTOR NATIONAL ZOOLOGICAL PARK MATHURA ROAD, NEW DELHI

Government of India National Zoological Park Mathura Road, New Delhi-3

TERMS AND CONDITION FOR THE SUPPLY OF MEDICINES FOR THE PERIOD OF ONE YEAR FROM REPUTED NATIONAL / MULTI- NATIONAL COMPANIES FOR THE USE IN THE ZOO HOSPITAL FOR TREATMENT OF ZOO ANIMALS/BIRDS FOR THE PERIOD FROM 01.04.2018 TO 31.03.2019

- The tenderers has to submit the rates for the supply of medicines for the period of one year from reputed National / Multi- National companies for the use in the Zoo hospital for treatment of Zoo animals/birds (delivered at the veterinary hospital of the National Zoological Park at the cost of contractor) with a highest discount on MRP. This rate should be quoted without any other condition. Taxes etc. shall be as per Govt. rules in force.
- 2. The period for supply of medicines will be from 01.04.2018 to 31.03.2019. The highest offered discount for the medicines should be submitted in the sealed envelope in the prescribed proforma latest by 07.02.2018 at 2.00 pm.
- 3. The tenderer has to submit an amount of Rs. 50,000/- (Rupees fifty thousand only) as earnest money deposit in the form of demand draft in favour of Director, National Zoological Park, New Delhi from a Nationalised Bank along with this tender failing which the tender will be rejected.
- 4. The successful tenderer has to submit a security deposit of Rs. 100,000/- (Rupees one lakh only) in the form of fixed deposit in the Nationalised Bank in favour of Director, NZP. The security deposit would be released in favour of tenderer after the successful completion of the tender period. In case of any breach of terms and conditions or unsatisfactory performance or other lapses, the security deposit would be forfeited to Government. The decision of the Director, National Zoological Park would be final and binding on this matter.
- 5. The tenderer has to supply the medicine to the Veterinary Hospital as and when requisitioned for as per the direction of Veterinary Officer, NZP. No transportation charges shall be given for the same. The supply may be for more than one or two times a day as per the need/emergent situation. The indented medicines should be supplied to the Veterinary Hospital latest by 3 (three) days positively.
- 6. The tenderer has to attach copy of annual income tax return of last three years and good conduct certificate from the two Gazetted Officer of Government of India as well as experience certificate, ration card, voters identity card, residence proof.
- 7. The Director, National Zoological Park may cancel the tender at any time without assigning any reason.
- 9. The Director, National Zoological Park (NZP) at any time by notice in writing can terminate the contract without any compensation if the contractor commits any breach of the contract. Director, NZP reserves the right to impose monetary penalty at his discretion to the extent of average monthly contract value on each occasion or actual loss occurred to Government whichever is higher.
- 10. He shall be personally responsible for retaining and safe custody of the medicines requisitioned from this office until the same are handed over to the Hospital section. Any claim of lose/ lost compensation etc. shall be paid by him and the National Zoological Park will not be responsible to the above. The tenderer should have valid drug licence/narcotic licence in his name from the Government authority for supply of medicines.

- 11. The contractor has to execute an agreement in the non-judicial stamp paper of Rs. 100/- performa to be furnished by National Zoological Park in India.
- 12. Tenderer should have experience for supply of medicines to National Park, Wildlife Sanctuary, Tiger Reserve, Zoo, Govt. Veterinary Hospitals, Aquarium or Museums, Botanical and Nature Reserve services etc.
- 13. All powers in awarding contract in relaxation of any eligibility criteria lies with the Director, NZP.
- 14. The Director National Zoological Park shall have all the right to reject / accept any tender without assigning any reason.
- 15. Technical bid and financial bid should be kept in separate envelope duly sealed and both bids should be kept in one envelope duly sealed addressed to the Director, National Zoological Park, New Delhi.
- 16. Any clause of the tender can be cancelled / modified / altered during the course of the tender / period of work at the discretion of the Director, National Zoological Park and the tenderer shall have to accept the altered or modified condition.

PENALTY

If the contractor commits any breach of this contract he shall be liable to be fined up to an amount not exceeding 1/4th of the monthly contract value for every act of default or negligence. On demand, the amount should be deposited within 10 days. The Director, National Zoological Park reserves the right to cancel the contract within 15 days notices period.

PEROD OF CONTRACT

- 1. The contract will be for a period of one year from 01.04.2018 to 31.03.2019.
- 2. Under no circumstances the contractor will be allowed to leave before completion of first year of the contract.
- 3. In the event of contractor leaving before completion of one year the security deposit will be forfeited.
- 4. The validity period of present tender is one year, but it can be extended on the same approved rates at the discretion of Director, NZP on the satisfactory performance of the contractor.

START OF THE OPERATION

- 1. The successful tenderer shall have to start supply of medicines as per requisition of Veterinary Doctor from 1st April 2018 positively.
- 2. If the same rate is offered by more than one tenderer then the Director, National Zoological Park immediately after opening such tenders will permit those tenders who are present and who have offered one and the same rate to increase their offer and the highest offer so increased will be considered for acceptance, or otherwise in case there is refusal to increase the offer or in the absence of respective tenders, the tenders which are to be considered for acceptance will be decided by drawing lots.
- 3. The act of the submission of the tender shall be deemed to be as unreserved acceptance of all condition herein contained.

4. The amount of loss, penalty, compensation, interest etc, if not paid within a period of 15 days from the date of demand, shall liable forfeiture of security.

LOSS TO NZP

In the event of any loss to the National Zoological Park on the account of any act of commission or omission by the contractor's employees, the contractor shall make good the loss suffered by NZP either by replacement or by payment of adequate compensation as decided by the Director, NZP.

JURISDICTION OF COURTS

- 1. All disputes shall be subject to the jurisdiction of courts in the Union Territory of Delhi.
- 2. The Director, National Zoological Park reserves the right to accept or reject any tender without any reason thereof.
- 3. The Director is not bound to accept the highest tender. He reserves the right to accept highest or the lowest tender at his own discretion.

TAX LIABILITY

- 1. The contactor shall engage the sufficient number of personnel as required.
- 2. The said personnel engaged by the contractor shall be the employees of the contractor and it shall be the duty of the contractor to pay their salary every month.
- **3.** All services shall be performed by persons qualified and skilled in performing such services.
- **4.** The contractor has to pay the wages etc. to the personnel engaged by him as per the minimum Wages Act. He shall bear responsibility for the personnel engaged by the agencies for any matter.
- 5. Any dispute between the firm/agency and his/ her personnel shall be settled at Labour Office. The National Zoological Park shall have no concern whatsoever in the matter. Any risk involved in performing the duty by the employers, would be sole concern of the firm/agency.
- 6. The contractor will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the contractor. The contractor has to submit proof of ESI & EPF in respect of each worker by name. The payment to the contractor will be made on submission of such proof. The National Zoological Park will be free to enquire about money deposited from office of ESI & Provident Fund Commission in case of any complaints

EARNEST MONEY DEPOSIT (EMD)

1. All bidders shall have to deposit earnest money of Rs. 50,000/-(Fifty thousand) in the form of a Demand Draft payable in the name of The Director, National Zoological Park New Delhi from a Nationalised bank along with their Bid application inside the envelope.

- 2. Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advertisement inviting bids for supply of medicines to the National Zoological Park, will not be accepted.
- 3. Earnest money shall be refundable to the unsuccessful bidders within one month of award of allotment letter. The bidders have no right for demand for interest on the Earnest Money. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit.
- 4. However, in case where the bidder withdraws or modifies the bid during the 100 days validity of the bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.
- 5. Tender received without EMD will be rejected summarily.

TERMINATION OF THE CONTRACT

- 1. The Director, National Zoological Park can terminate the contract at any time after serving two weeks' notice to the contractor for breach of any condition of the contract or if during the period of the contract the performance is not found satisfactory.
- 2. The decision of The Director, National Zoological Park shall be final and binding on the contractor in this regard.
- 3. Failure by the contractor to comply with any statutory requirements during the period of contracts shall result in termination of the contract and subsequent disqualification for participation in any future tender in the National Zoological Park.
- 4. The contractor will not be allowed to leave the contract before one year failing which contract will be terminated and the performance security will be forfeited. Failure by the contractor to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract forthwith and subsequent disqualification of the contractor for participation in any future tender at the National Zoological Park. The security deposit will also be forfeited.

RENEWAL OF THE CONTRACT

- 1. The period of the contract will be from 01.04.2018 to 31.03.2019.
- 2. The contract can be extension beyond 31.03.2019 subject to satisfactory performance as per the discretion of Director, National Zoological Park.
- 3. The Director, National Zoological Park reserves the right to curtail/extend the period as per the prevailing circumstances.

DIRECTOR NATIONAL ZOOLOGICAL PARK NEW DELHI-3

APPLICATION FORM-T (TECHNICAL BID) FOR SUPPLY OF MEDICINES TO THE

NATIONAL ZOOLOGICAL PARK, NEW DELHI-110003

(TO BE FILLED IN BY THE APPLICANT)

1. Name of t	he Applicant E	ntity
Address		:
3 Teleph	none No(s) :	
(i) Fax N	umber:	
(ii) STD (Code	:
(iii) E-mai	l address	i
(iv) Websi	te	······
(v) Attac	h self-attested	copy of valid:
(a) (b) (d)	Sales Tax/Ro Trade licenc GST registra	-

5 (1)	Applica	nt's Legal Stat	tus:			
(Indiv	idual/Co	ompany/Propri	etor/Par	tnership HUF/	Society/Any (Other, specify)
(ii)	PAN (Card No.:				
6	(i) (ii)	U				
	(iii)	. ,				
	Office					
	Office	` /				
		Mobile	:			
	(iv)	E-mail ID	:			
7	Design	nation & addres	ss of:			
	the Inc	come tax Author	ority			
	by who	•				
8	Name/	Address of Ban	kers :			
	with A	/c No.				
9	(a) De	tails of enclose	ed Dema	and : No	date	ed
		Banker's Cheq				
		s. 500/- (If ter		ownloaded).		
		`		,	dated	1

10	Details of business associates, sister:
	Concerns, affiliates, subsidiaries, etc. it any
	(attach proof)

Name of business associates/sister concerns/affiliates/subsidiaries etc. (attach separate sheet, if necessary)	Experience for supply of medicines
1	
2	
3	
4	

- Date of establishment of the applicant's Business in medicines (attach proof)
- 12 Turnover from medicine business:

Financial Year	Annual Turnover from medicine business (as per audited financial statement)
2014-15	
2015-16	
2016-17	

13.	Any other information:	

14. I/we, hereby, declare that:-

I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

I/we have read and understood the terms and conditions governing the supply of medicines: and I/We agree and undertake to be bound by the Bid Documents, and other Terms Conditions forming integral part of the license agreement.

That I/We understand that in case of any of the above information/documents (as given by us) is found to be incorrect, National Zoological Park may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/We will not be entitled for refund of any part of licence fee, security and other deposit.

I/we have not barred by any Department/Organisation/Local Authority from supply of medicines.

Place:	Signature:		
Date:	Name	:	
(Authorised Signatory) – Copy of such authorisation			
Designation:			
(Capacity in which signed)			
Full Address:			
Company Seal:			

APPLICATION FORM-F (FINANCIAL BID) FOR SUPPLY OF MEDICINES TO THE

NATIONAL ZOOLOGICAL PARK, NEW DELHI-110003

(TO BE FILLED IN BY THE APPLICANT)

The Director, National Zoological Park Mathura Road, New Delhi. Sir,

I/we hereby offer my rate for award of contract for supply of medicines for the period of one year from 01.04.2018 to 31.03.2019 from reputed National / Multi-National companies for the use in the Zoo Hospital for treatment of Zoo animals / birds.

The medicines shall be supplied (delivered at the Veterinary hospital of the National Zoological Park at the cost of contractor) with a discount on MRP as under.

This rate is quoted without any other condition. Taxes/GST etc. shall be as per Govt. rules in force.

I agree to hold this offer valid for 100 days from the date of opening of tender and shall be bounded by the communication of acceptance with you be forfeited to the Government.

I have thoroughly understood the terms and conditions without any reservation.

I enclose herewith a demand draft for Rs. 50,000/- (Rs. Fifty thousand only) in favour as Earnest Money and the same shall be forfeited to the Government if I dishonour your offer of acceptance.

I have already paid income tax and enclose herewith the income tax return certificate for 2016-2017.

I agree to abide by all the terms and conditions set out in the tender notice without any reservation / objection. The following documents are enclosed alongwith the tender.

- i) As identity proof- pass port / Driving licence/ Voter Identity card
- ii) As address proof pass port/ Electric bill / Telephone bill / Ration card
- iii) Copy of return of income tax of last three years.
- iv) Earnest money of Rs. 50,000/-
- v) Demand draft of Rs. 500/- as tender form cost in case the tender form is down loaded from website.
- vi) Copy of CST /GST registration certificate.
- vii) Annual turnover statement for the last three years
- ix) Proof of minimum five years of continuous experience for satisfactory supply of medicines to Govt. Dept./PSU in India.

Seal and Signature of tenderer

ON NON JUDICIAL STAMP PAPER OF RS.100/-

<u>AFFIDAVIT</u>
I,, son/daughter/wife of
resident of Director/Partner/Proprietor of M/s
having its registered office a
do hereby solemnl
declare and affirm as under:-
1. That I/firm/company have/has the requisite licenses and approvals includin
license for supply of medicines.
2. That there has been no case/litigation whatsoever against me/firm/company or an
other legal entity in which I/we have controlling share any law which restrict
me/firm/company from supply of medicines and/or to enter into the Agreement.
3. That I/firm/company am/is financially sound to undertake such an agreement.
4. That I/firm/company or any other legal entity in which I/we have controllin
share has/have never been barred from supply of medicines anywhere in India by an
agency/Govt. Department.
5. That I/we understand and agree that the contract for supply of medicines in th
National Zoological Park for which I am/we are submitting my/our bids for the year
2017-18 only as per the Bid Notice/Bid Documents.
6. That I/we undertake and agree that the Director, National Zoological Park wi
have the sole right to revoke/cancel the License agreement on violation of any terms &
conditions of the bid document and/or Agreement.
7. That I/we undertake to pay the amounts as demanded by Director, NZP toward
damage if caused to the NZP.
8. That I/we have not been debarred from participating in the bidding process by an
Govt. agency/PSU etc.
9. That I/we declare that no criminal case is pending against me/us in any court of
law in the country.
10. That I/we have read all the terms & conditions forming part of the Licens
Agreement (Annexure-A) and agree to abide by them in entirety.
DEPONEN'
<u>VERIFICATION</u>
Verified at Delhi on this day of20 that the contents of the
above Affidavit are true and correct to my/our knowledge and no part is false an

DEPONENT

incorrect.

r. NO.IV-1/2018-NZP/ Government of India **National Zoological Park** Mathura Road, New Delhi-110003

Sealed tenders are invited for providing following goods and services at the National Zoological Park, New Delhi:

- 1. Supply of food items.
- Supply of medicines.
- Empanelment of zoo consultant.

The tender documents can be obtained by payment as per rate mentioned on each document separately during any working day from 15.01.2018 from the office of the undersigned. The tender forms can also be downloaded from the website http://www.moef.gov.in however a separate DD/Pay order payable in favour of Director, National Zoological Park must be enclosed with the forms downloaded from the website failing which the tender will be rejected summarily. Sealed tenders must be submitted as per details given in the tender document.

Sd/- DIRECTOR

davp 13108/11/0008/1718

एफ. न. १४-१/२०१४-एनपा७५।/

भारत सरकार

राष्ट्रीय वन्य प्राणि उद्यान

मथुरा रोड, नई दिल्ली-110003

राष्ट्रीय वन्य प्राणि उद्यान (नेशनल जुलाजिकल पार्क), नई दिल्ली में अधोलिखित सामान तथा सेवाएं (गुड्स एण्ड सर्विसेज) मुहैया किए जाने हेतु महरबन्द निविदाएं आमंत्रित की जाती हैं:-

- 1. खाद्य आइटम्स की आपूर्ति
- 2. दवाइयों की आपूर्ति
- 3. जू कन्सल्टेन्ट का सूचीयन

निविदा कार्गजात 15.01.2018 से किसी भी कार्य दिवस में प्रत्येक कार्गजात पर पृथक-पृथक अंकित दर के अनुसार भुगतान के विरुद्ध अधोहस्ताक्षरी के कार्यालय से प्राप्त किए जा सकते हैं। निविदा प्रपत्र वेवसाइट http://www.moef.gov. in से डाउनलोड भी किए जा सकते हैं। उल्लेखनीय है कि वेबसाइट से डाउनलोड किए गए निविदा प्रपत्रों के साथ निदेशक, राष्ट्रीय वन्य प्राणि उद्यान के पक्ष में देय एक डीडी/पे ऑर्डर पृथक-पृथक अवश्य संलग्न करना होगा अन्यथा निविदा तत्काल निरस्त कर दी जाएगी। मुहरबन्द निविदाएं निविदा कागजात में दिए गए विवरण के अनुसार ही जमा कराई जाएं। निदेशक

डीएवीपी 13108/11/0008/1718