

**SUPPLY OF VETERINARY MEDICINES FROM REPUTED
NATIONAL / MULTI- NATIONAL COMPANIES FOR THE
USE IN THE ZOO HOSPITAL FOR TREATMENT OF ZOO
ANIMALS/BIRDS**

BID DOCUMENT

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

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

F.No.III-11/2012-NZP/STORE
Government of India
National Zoological Park
Mathura Road, New Delhi – 110003
SCHEDULE FOR TENDER

- | | |
|--|--|
| 1. Sale of Tender Document | 07.07.2017 to 31.07.2017 upto 1.00 p.m. |
| 2. Receipt of bids | 07.07.2017 to 31.07.2017 upto 2.00 p.m. |
| 3. Pre-bid Conference | 17.07.2017 at 11.00 a.m.
(at office of the Director,
National Zoological Park, N. Delhi) |
| 4. Opening of Bid | 31.07.2017 at 3.00 p.m. |
| 6. Finalization of allotment/
issue of allotment letter | 18.08.2017 |
| 7. Completion of formalities | 31.08.2017 |
| 9. Validity of tender | 100 days from 01.08.2017 |

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

TERMS AND CONDITION FOR THE SUPPLY OF VETERINARY 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 01.08.2017 TO 31.07.2018

1 The tenderers has to submit the rates for the supply of veterinary 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 Vat etc. shall be as per Govt. rules in force.

2. The period for supply of medicines will be from 01.08.2017 to 31.07.2018. The highest offered discount for the medicines should be submitted in the sealed envelope in the prescribed proforma latest by 18.07.2017 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 alongwith 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. 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 the 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.

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 at any time by notice in writing can terminate the contract without any compensation if the contractor commits any breach of the contract. He/She 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. The business entity applying for the contract should have a minimum five years continuous experience for supply of veterinary medicines to the zoological park in India.
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. 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 01.08.2017 to 31.07.2018.
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

START OF THE OPERATION

1. The successful tenderer shall have to start supply of medicines as per requisition of Veterinary Doctor from **1st August 2017** positively.
2. If the same license fee 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, licence fee, 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 contractor 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 scheduled commercial 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 and first instalment of the licence fee payable by him.
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 service provider 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.

**DIRECTOR
NATIONAL ZOOLOGICAL PARK
NEW DELHI-3**

**Application for supply of veterinary medicines in National
Zoological Park, New Delhi
(To be filled by applicant)**

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

I/we hereby offer my rate for award of contract for supply of veterinary medicines for the period of one year from 01.08.2017 to 31.07.2018 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/VAT/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 2015-2016.

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 /VAT/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 veterinary medicines to Govt. Detp/PSU in India.

Seal and Signature of tenderer

Tender for supply of veterinary medicine in National Zoological Park

Annexure-A

ON NON JUDICIAL STAMP PAPER OF RS.100/-

AFFIDAVIT

I, _____, son/daughter/wife of _____
resident of _____ Director/Partner/Proprietor of M/s.
_____ having its registered office at
_____ do hereby solemnly

declare and affirm as under:-

1. That I/firm/company have/has the requisite licenses and approvals including license for operation of Souvenir Shop.
2. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share any law which restricts me/firm/company from running of Souvenir Shop and/or to enter into the License 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 controlling share has/have never been barred from operating any Souvenir Shop anywhere in India by any agency/Govt. Department.
5. That I/we understand and agree that licensed premises shall not be used after expiry of the Agreement. The licensor will have the right to disconnect electricity and other services after expiry of the Agreement and/or seal to take over the premises on the expiry of the License Agreement without any noticed to the license.
6. That I/we understand and agree that the license period/term of license of Souvenir Shop at National Zoological Park for which I am/we are submitting our bids to set up and run the souvenir shop at the National Zoological Park, New Delhi for the year 2017-18 only as per the Bid Notice/Bid Documents.
7. That in case I am/we are allotted the licensed premises, namely, to set up and run the souvenir shop at the National Zoological Park, New Delhi, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
8. That I/we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. I/we also understand and agree that for any violation of these conditions and/or for use of any area outside/beyond the licensed area, the license agreement will result in summary cancellation/termination of license agreement.
10. That I/we undertake and agree that the Licensor will have the sole right to revoke/cancel the License agreement on violation of any terms & conditions of the bid document and/or Agreement.
11. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.
12. That I/we undertake to pay the amounts as demanded by licensor towards damage if caused to the licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within three days from the date of Demand Note/Invoice.
13. That I/we have not been debarred from participating in the bidding process by any Govt. agency/PSU etc.
14. That I/we declare that no criminal case is pending against me/us in any court of law in the country.

Tender for supply of veterinary medicine in National Zoological Park

15. That I/we shall not object to establishment of any other souvenir shop in any other location in at the National Zoological Park, New Delhi
16. That I/we have read all the terms & conditions forming part of the License Agreement (Annexure-A) and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Delhi on this _____ day of _____ 2017 that the contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

DEPONENT