

**OFFICE OF THE CONTROLLER, FOOD & DRUG ADMINISTRATION
MADHYA PRADESH**

IDGAH-HILLS, BHOPAL

Tender Form No.....

Dated

Due on 30/9/2005 upto 5.00 P.M.

Terms & conditions of the Tender

1. Sealed Tenders are invited from the manufacturers and their authorized dealers **(sole selling agents) on behalf of the Governor of Madhya-Pradesh** for the supply of Chemicals, Instruments, Glasswares and other related items as per list enclosed. **The sub-dealers will not be considered.**
2. The tender must be accompanied with a demand draft of any Scheduled Bank for earnest money deposit in favour of "Accounts Officer, Food & Drugs Administration, Madhya Pradesh, Bhopal, payable at Bhopal and to be released in the name of tenderer. **The tendering units who are registered for this purpose under M.P.L.U.N., Commissioner of Industries or D.G.S. & D. will be exempted from depositing E.M.D. only after submission of the relevant documents with the tender. The earnest money can also be deposit in form of National Savings Certificate or as mentioned in the M.P. Store Purchase Rules.**

S.No.	Items to be purchased	Approximate Cost	Amount of earnest Money deposit (EMD)
1.	Chemicals & related items required for Food & Drugs laboratories	Rs. 6.00 Lakh	Rs. 18,000=00
2.	Glasswares, plasticwares and others items required for Food & Drugs laboratories	Rs 4.00 Lakh	Rs. 12,000=00
3.	Instruments & other accessories required for Food & Drugs laboratories	Rs. 8.00 Lakh	Rs. 24,000=00

3. The tender must be sent in properly sealed envelope indicating reference of this office and within due date and time. The demand draft or National Savings Certificate **or other relevant documents for earnest money deposit may be attached with the tender in a separate envelope for convenience.**
4. The rates of chemicals, instruments, glasswares and other related items should be quoted for desired make only. The tender showing the rates of other make may be rejected depending upon the opinion of the Purchase Committee. The tenders only from the manufacturers and their authorized dealers will be taken into consideration. The Tenders from the sub-dealer will not be considered anyhow.
5. The tender either may be submitted personally or may be sent in by registered post so as to reach this office within due date & time on scheduled office working days upto 5.00 P.M. only.
6. The tenders will be received in this office on any working day upto 5.00 P.M. Only.
7. Every tenderer must be accompanied with an agreement duly filled and signed in the form 'A' & 'B' and in the manner prescribed (Proforma enclosed herewith) failing which the tender will be liable for rejection.
8. The tenders will be opened at 11.30 A..M. on next working day of the last date prescribed for receipt of the tenders. The representative of the tendering unit may however attend the opening of the tenders in this office on the scheduled date and time.

9. The details of sales license No., Sales Tax Clearance Certificate of the last year, the manufacturing license No. wherever applicable and its photocopies attested by the Magistrate or Gazetted Officer in the Govt. service should be furnished alongwith the tenders.
10. The rates quoted should be the net rate inclusive of all taxes, packing and forwarding charges and **exclusive of sales tax**. The rates should also be upto the distance for FOR destination to this office and delivery of the materials must be made at this office. The rates quoted may give clear indication about the liability and rates to pay sales tax and surcharge if any and should be valid up to 31st March 2006.
11. The tender should preferably be typed on the letter head of the tenderer and any correction or erasure made in the rates should be duly signed by the authorized signatory of the tendering unit. Conditional tenders will not be accepted.
12. The earnest money deposit of the tenderizers who withdraw their offer after the date of opening of the tenders is liable to be forfeited and they shall also be responsible for loss of government amount in case of accepting the higher rates.
13. This office also reserves the right of inspection of the sample before approval and placing orders. The tenderizer will have to produce the sample under his own arrangement.
14. The successful tenderizer will have to supply the materials of the order placed to him within a period of 30 days from the date of receipt of the order. However this period may be extended for further thirty days only after this office is satisfy with the reasons submitted by the supplier for delayed supply.

15. As per the provision mentioned in the M.P. State Store Purchase Rules – 17'B' an opportunity for purchasing 30 percent of the total purchase will be given to Schedule Caste/Schedule Tribe Industrialist/ Businessmen if available for supply of that particular item.
16. Whether a supply is desired to be made of any article of particular make or equivalent grade, if the article is found to be an imitation, the article will be rejected and the supplier will be liable for prosecution.
17. Accepting authority is not bound to accept the lowest or any tender if the article is not of the desired quality, grade and specification and may reject the tender without assigning any reason thereof. The decision of this office on all matters of dispute and on any other point not mentioned in this notice will be final and binding on all the participating tendering units.
18. Payment of the supplied materials will only be made after the approval of the quality and grade by the Technical Officer of this administration.
19. This office also reserves the right to deduct the taxes so charged by the tenderizers in the bills submitted for payment of the materials supplied and may be deposited by this office directly in the office concerned for the taxes.
20. If the taxes, so deducted from the payment of the suppliers, a certificate of this concerned will be issued to the supplier.
21. The payment of the supplied material will be done during the current financial year, and in this regard no condition of the supplier mentioned in the tender will be acceptable to this office.

22. The payment of any amount of the supplied material will be made through the Bank-draft and the bank commission so charged by the bank for preparing Bank-Draft will have to bear by the supplier.

Enclosures:-

1. Agreement form 'A' & 'B'
2. List No. 1. for Chemicals & related items. .
3. List NO. 2. for Glasswares, Plasticwares and other articles
4. List No. 3. Instruments & accessories required for Drugs & Food Testing Laboratories.

Accounts Officer
Food & Drugs Administration
Madhya-Pradesh
Phone No.(0755) 2666058

1.

Enclosure –A

AGREEMENT FORM 'A'

I/We have submitted Tender for supply of Chemicals, Instruments, Glasswares and other related items for the year ending 31.3.2006 after going through and accepting terms and conditions of tender. In this respect, I/we declare that I/we shall abide by the terms and conditions of the tender in the execution of the order in time, if the tender is accepted in part or in full.

I/We declare that the tender submitted by me/us shall be the part of this agreement.

Witness:-

- 1. Sign.....
Name.....
Address.....
.....
- 2. Sign.....
Name.....
Address.....
.....

- Sign. of Tenderer.....
- Name.....
- Full Address.....
.....
.....
- Rubber Stamp.....
- Date.....

**Controller
Food & Drugs Administration
Madhya Pradesh.**

Form – 'B' (Agreement Bond)

This agreement is made thisday of..... Two thousand four between M/sCompany/Society registered under.....and having a registered office at acting through Shri/Smt.(hereinafter called the supplier) which expression where the contract so admits include his heirs, executors, administrators, representatives and assignees on the one part and the Governor of Madhya Pradesh acting through the Controller, Food & Drugs Administration (hereinafter called the purchaser) which expression where the contract so admits includes his successor in office on other part.

Whereas the supplier has on the terms hereinafter contained and on the conditions of contract has offered to under take for a period of 30 days commencing from the date of placing the order, the supply or order Chemicals, Instruments, Glasswares and other related items mentioned in the order given below to the Controller, Food & Drugs Administration, Madhya Pradesh for the State of Madhya Pradesh.

And whereas the purchaser has agreed to purchase from the supplier the said Chemicals, Instruments, Glasswares and other related items.

Now therefore, this agreement witnesses and it is hereby agreed as follows:-

1. That the supplier shall during the period of 30 days commencing from the date of placing order supply to the purchaser.
2. That all the conditions of the tender notice as well as the conditions of the contract shall form a part of this agreement and shall be considered to have been specifically provided for the contract.

3. That the competent authority may reject the articles supplied under this agreement which do not conform to the requirement of the approved sample. The random checking of the articles supplied will be done by the staff of the Controller, Food & Drugs Administration. The supplier shall be bound to remove at his own expenses and risk the articles so rejected side by side, in case the articles so rejected i.e. not supplied according to the specifications, penalty shall be imposed on the supplier.

4. That in case of any dispute in respect of this agreement on any of the provisions contained in the terms and conditions of tender notice, the same shall be referred to the Arbitration to the Principal Secretary to the Govt. of M.P. Public Health & Family Welfare Deptt. Bhopal whose decision herein shall be final and binding on the parties.

Order No..... Dated.....

In witness whereof the parties herein have signed this on the day and the year respectively mentored against their signature.

Name and Address

of the Supplier

Signature of the supplier

Witness

1.

.....

(Name & Address)

2.

.....

(Name & Address)

Controller
Foods & Drugs Administration
Madhya Pradesh