

**TAMIL NADU LIVESTOCK DEVELOPMENT AGENCY**

***Tender No. 2022/04***

***Tender Reference No. 903/C/TNLDA/AHD/21-II***

**TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT  
SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF  
ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU**

**PERIOD OF AVAILABILITY OF TENDER FORMS** : **From 30.03.2022 to 17.04.2022**  
**(to be downloaded from website)**

**PRE-BID MEETING** : **05.04.2022 at 11.00 A.M.**

**LAST DATE OF AVAILABILITY OF TENDER FORM** : **17.04.2022 up to 5.00 P.M**

**LAST DATE FOR SUBMISSION OF TENDER** : **18.04.2022 up to 11.00 A.M.**

**DATE AND TIME OF OPENING OF TENDER** : **18.04.2022 at 11.30 A.M.**

**PLACE OF OPENING OF TENDERS** : **O/o Chief Executive Officer,  
Tamil Nadu Livestock Development  
Agency, Chennai-600 035**

**ADDRESS:** **TAMIL NADU LIVESTOCK DEVELOPMENT AGENCY,  
4<sup>TH</sup> FLOOR, INTEGRATED OFFICE COMPLEX FOR ANIMAL  
HUSBANDRY AND FISHERIES DEPARTMENT,  
571, ANNA SALAI, SAIDAPET VETERINARY POLYCLINIC CAMPUS,  
NANDANAM P.O., CHENNAI - 35.**

**Phone: 044 -24310412, 24345362 Fax: 044 -24345361**

**e-mail: [tnlda2016@gmail.com](mailto:tnlda2016@gmail.com)**

## IMPORTANT INSTRUCTIONS FOR THE SUBMISSION OF TENDERS

1. The tender document can be downloaded free of cost from [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) up to **17.04.2022, 5.00 p.m.**
2. The tender documents should be read completely before submission of the tender.
3. The instructions given in the tender document should be followed scrupulously.
4. **The profile of the tenderer / company should be completely filled in the format and submitted.**
5. **The check list should be completely filled along with page numbers.**
6. A copy of the tender conditions and the schedules should be signed by the tenderer at the right-hand bottom of each page with the office seal duly affixed and returned along with the tender.
7. The documents should be arranged neatly and as in the order stipulated in the Tender document, continuous page numbers given and tightly secured without any loose paper.
8. Only relevant and specific documents as called for in the tender document should be enclosed
9. **The Specifications with regard to the item offered, trade name if any, Model No. / Name, if any, and the detailed specification should be given completely in a separate sheet in addition to the attachment of catalogues, if any.**
10. All the documents / copies of documents submitted with the tender should be labelled appropriately.
11. All the documents / copies of documents must have been attested not earlier than six months before the submission of tender.
12. All the documents / copies of documents must be neat, clear and legible and without any ambiguity.
13. Documents/copies of documents submitted in languages other than English or Tamil must be accompanied by an officially authorized English or Tamil translation of the same.
14. **A covering letter signed by the competent authority has to be enclosed with the tender document.**
15. **All the representatives who choose to be present at the time of opening of bids have to submit a Letter of Authorization from the competent authority in advance, before entry into the tender opening hall, in the prescribed format (Annexure - VIII).**
16. **Tenderer shall ensure that no person acting for them or on their behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices.**

***Tenders not fully complying with the instruction for submission of tenders are liable to be rejected summarily***

**CHECK-LIST  
COVER – A**

1.	Earnest Money Deposit.		Page No.		Yes		No	
2.	Duly attested photo copy of manufacturing license for product quoted / MSME / UDHYOG Aadhar certificate for manufacturing the product quoted		Page No.		Yes		No	
3.	If distributor or dealer- Copy of manufacturing license for product quoted / MSME / UDHYOG Aadhar certificate of the manufacturer for manufacturing the product quoted.		Page No.		Yes		No	
4.	If distributor or dealer-authorization letter from the manufacturer.							
5.	Authorization like Power of Attorney, resolution of board, for the Senior Officer of the company who has signed the tender documents and the bid.		Page No.		Yes		No	
6.	Copies of Balance Sheet and Profit and Loss Account for the last three years certified by the Auditor.	2018 -19	Page No.		Yes		No	
		2019 - 20						
		2020 - 21						
7.	<b>Annexure - I</b> - GST returns filing statement with copies – (2018-19,2019-20 & 2020-21).		Page No.		Yes		No	
8.	<b>Annexure - II</b> - Declaration		Page No.		Yes		No	
9.	<b>Annexure – III</b> - Sales made for last three years for the item quoted with proof 2018 - 2019   Copies of Purchase order Copies of invoices 2019 - 2020   Copies of Purchase order Copies of invoices 2020 - 2021   Copies of Purchase order Copies of invoices		Page No.		Yes		No	
10.	<b>Annexure - IV</b> - Annual Turnover Statement certified by the Auditor for the last three years (2018-19,2019-20 & 2020 - 21).		Page No.		Yes		No	

11.	<b>Annexure - V</b> – Duly signed Specification with schedule.	Page No.		Yes		No	
12.	<b>Annexure – VI</b> - Packing	Page No.		Yes		No	
13.	<b>Annexure - VII</b> - Details of Manufacturing Unit of the manufacturer.	Page No.		Yes		No	
14.	<b>Annexure – VIII</b> - Authorization letter nominating a Senior Responsible Officer of the company with authority to participate in the tender and transact business.	Page No.		Yes		No	
15.	Duly attested photocopy of valid ISO certificate, if any.	Page No.		Yes		No	
16.	Copy of tender conditions and schedules, duly signed by the Tenderer. <b>(Page Nos. i to v and 1 to 11)</b>	Page No.		Yes		No	
17.	Copy of GST Registration certificate	Page No.		Yes		No	

#### COVER – B

18.	<b>ANNEXURE —IX</b>	Page No.		Yes		No	
19.	<b>ANNEXURE —X</b>	Page No.		Yes		No	

## PROFILE OF THE TENDERER/COMPANY

**IMPORTANT: Please fill all the columns without any omissions**

**All the items should be filled with details and numbers and not filled as enclosed etc.**

1	Name of the company (tenderer).	:	
2	Contact details.	:	
	Full postal address.	:	
	PINCODE.	:	
	Telephone No. with STD code.	:	
	Mobile No.	:	
	Email id.	:	
	Name of the Contact person.	:	
	Designation of the contact person.	:	
3	Whether Manufacturer / distributor.	:	
4	If manufacturer address of the manufacturing unit / facility.	:	
5	If manufacturer, manufacturing license for the product for which tender is offered.	:	
6	Registration No. of the company with year of registration.	:	
7	No. of units manufactured in the past three years in case of manufacturer.		
	2020 – 21	:	
	2019 – 20	:	
	2018 – 19	:	
8	Annual turnover of the company during the past three years.		
	2020 – 21	:	
	2019 – 20	:	
	2018 – 19	:	

9	Whether the company has ISO certification, if yes, valid up to.	:	
10	Does the product offered have Indian Standard (BIS) certification.		
11	GST remitted and returns filed during the past three years (Rs.).		
	2020 – 21	:	
	2019 – 20	:	
	2018 – 19	:	
12	Goods and Services Taxes (GST) Registration No.	:	
13	Details of Earnest Money Deposit.		
	Amount (Rs)	:	
	DD No. and Date	:	
	Issuing Bank	:	
	If exempted, details	:	
14	No. of units sold during the last three years		
	2020 – 21	:	
	2019 – 20	:	
	2018 – 19	:	
15	Name of the authorized signatory.	:	
16	Designation of the authorized signatory.	:	

**CONDITIONS OF TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU**

1. Sealed Tenders will be received till **11.00 A.M** on **18.04.2022** by the Chief Executive Officer, Tamil Nadu Livestock Development Agency, IV Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, 571, Anna Salai, Saidapet Veterinary Polyclinic Campus, Nandanam P.O, Chennai– 600 035, for the supply and delivery of Orthopaedic Surgical Equipment Sets (Basic) to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu.
2. a) Manufacturers / Distributors / Dealers, those who are in the market for the product quoted during the past three years, whose average Annual Turnover for three years i.e., (2018-19 to 2020-21) is more than Rs. 25.00 lakhs and the Annual Turn Over for the year 2020-21 is also more than Rs. 25.00 lakhs are eligible to participate in the tender.  
  
b) Sealed covers containing the tender document in the prescribed form should be superscribed as **“TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU” DUE ON 18.04.2022 at 11.00. A.M.**

**COVER-A**

- 3.1 The tenderer should submit the following documents for the item tendered, duly signed, arranged serially as per the check list in a separate cover hereafter called Cover A”.
  - a. Earnest Money Deposit in the form of Demand Draft. If exempted, (**for manufacturers of the specific item only**) appropriate document for exemption claimed.
  - b. Duly attested photocopy of the Manufacturing License for the product quoted / MSME / UDHYOG Aadhar certificate for manufacturing the product quoted. If distributor or dealer - Copy of manufacturing license for product quoted / MSME / UDHYOG Aadhar certificate of the manufacturer for manufacturing the product quoted.
  - c. If distributor or dealer-authorization letter from the manufacturer.
  - d. Authorization like Power of Attorney, Resolution of Board, for the Senior Officer of the Company who has signed the tender documents and the bid.
  - e. Copies of Balance Sheet and Profit and Loss Account for three years i.e., 2018-19, 2019-20 & 2020-21, certified by the Auditor.

- f. Copy of Quality certificate issued by BIS for compliance of the product to Indian Standards.
- g. GST returns filing statement with copies – i.e., 2018-19, 2019-20 & 2020-21 (**Annexure - I** along with the enclosures).
- h. Declaration (**Annexure - II**) and notarized.
- i. Sales made for the last three years i.e., 2018-19, 2019-20 & 2020-21 for the item quoted with proof (purchase orders received and invoices raised) (**Annexure - III**).
- j. Annual Turnover Statement for last three years certified by the Auditor i.e., 2018-19, 2019-20 & 2020-21 (**Annexure - IV**).
- k. Specification with schedule (**Annexure - V**).
- l. Packing (**Annexure – VI**).
- m. Details of Manufacturing Unit. (**Annexure – VII**).
- n. Authorization letter nominating a Senior Responsible Officer of the company with authority to participate in the tender and transact business (**Annexure - VIII**).
- o. Duly attested photocopy of valid ISO certificate, if any.
- p. Copy of Tender conditions and schedules, duly signed by the Tenderer. (Page Nos. **(Page Nos. i to v and 1 to 11)**).
- q. Copy of GST registration certificate.

The above documents should be submitted in “**Cover A**”, addressed to the Chief Executive Officer, Tamil Nadu Livestock Development Agency, IV Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, 571, Anna Salai, Saidapet Veterinary Polyclinic Campus, Nandanam P.O, Chennai – 600 035, superscribed as “**Cover ‘A’ ‘TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU**” DUE ON 18.04.2022 at 11.00. A.M.

#### **COVER – B**

- 3.2** The tenderer should submit Annexure – IX and Annexure – X duly signed as enclosures in a separate sealed cover, hereafter called “**Cover B**”.

The Annexures IX & X should be submitted in “Cover B”, addressed to the Chief Executive Officer Tamil Nadu Livestock Development Agency, IV Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, 571, Anna Salai, Saidapet Veterinary Polyclinic Campus, Nandanam P.O, Chennai– 600 035, Superscribed as “**Cover ‘B’ ‘TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU**” DUE ON 18.04.2022 at 11.00. A.M.



The Cover 'A' & Cover 'B' separately sealed and both the sealed covers placed in another sealed cover Superscribed as **“TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU” DUE ON 18.04.2022 at 11.00. A.M.**” addressed to the Chief Executive Officer, Tamil Nadu Livestock Development Agency, IV Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, 571, Anna Salai, Saidapet Veterinary Polyclinic Campus, Nandanam P.O, Chennai – 600 035, should reach on or before **18.04.2022 at 11.00. A.M.** Tenders will be opened at the above address at **11.30. A.M on 18.04.2022** in the presence of the Tenderers / Senior Responsible Officers of the company who choose to be present.

#### **EARNEST MONEY DEPOSIT**

4. Earnest Money Deposit (EMD) of **Rs. 36,680/- (Rupees Thirty-Six Thousand Six Hundred and Eighty Only)** shall be submitted in the form of **Demand Draft** drawn from a Nationalized Bank / Scheduled Bank in favour of the Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai - 35, payable at Chennai. This should be sent with the tender in Cover- 'A'. Earnest Money Deposit in the form of Cheque / Cash / Postal Order will not be accepted. Tenders submitted without the EMD will be summarily rejected.

#### **EARNEST MONEY DEPOSIT EXEMPTION TO SMALL SCALE INDUSTRIES**

5. (i) Firms located within the State, registered with Tamil Nadu Small Industries Development Corporation or the National Small Industries Corporation or holding permanent registration certificate from the District Industries Centres of Directorate of Industries and Commerce will be granted exemption from payment of Earnest Money Deposit in respect of **those items for which the Registration Certificate** has been obtained and tenders called for.  
(ii) In respect of SSI Units located outside the State, such units registered with NSIC in respect of items **manufactured by them** for which tenders have been called for, alone will be granted exemption from payment of Earnest Money Deposit.

**Exemption is applicable only for tenderers who are manufacturers of the specific item in the tender on submission of valid and required documents.**

#### **SECURITY DEPOSIT**

6. **The successful tenderer shall be required to pay 5% of the total value of the cost of the item for which he is L1, calculated for the tender quantity as Security Deposit (SD).** Security Deposit = L1 Rate X Tender Quantity X 5%. The Security Deposit should be paid in respect of each contract on or before the due date fixed, in the form of Demand Draft

/ Irrevocable Bank Guarantee from a Nationalized Bank / Scheduled Bank drawn in favour of the Chief Executive Officer, Tamil Nadu Livestock Development Agency at Chennai. **No exemption of Security deposit is allowed and incase of non-remittance of Security deposit the order will be cancelled.**

## **AGREEMENT**

7. The tenderer whose tender is accepted shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) with the Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai, within 10 days from the date of receipt of the intimation by him, that, his tender has been accepted.
8. The Security Deposit furnished by such tenderer in respect of his tender will be returned to him upon complete fulfilment of warranty period to the satisfaction of the Chief Executive Officer, Tamil Nadu Livestock Development Agency.
9. In the case of successful tenderers, the Earnest Money Deposit shall be returned after payment of security deposit and execution of agreement or at the discretion of Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai, be adjusted towards the Security Deposit payable by him.

## **PRICES AND OTHER CONDITIONS**

10. The prices shall be quoted in the Annexures IX and X without any omission.
11. The rate quoted per unit should be in Indian Rupees. The rate quoted per unit, landed price shall be inclusive of, basic rate, freight, insurance, incidental charges, Goods and Services Tax (GST) etc.
12. The rate per unit (landed price) will be the criteria for determining the L1 rate as per Tender Transparency Act and Rules.
13. The rate quoted in column 8 of Annexure - IX should be for the unit and specification given. The tenderer is strictly prohibited to change or alter specification or unit size given in Annexure – IX.
14. The tenderers are required to furnish the break up details of landed price in Annexure - X.
15. The rate quoted in column 8 of Annexure - IX and in column 8 of Annexure - X should be one and the same.
16. The Unit Rate quoted should not vary with the quantum of the order or the destination.
17. The rate offered should be valid for a period of one year from the date of opening of tenders.
18. Negotiations will be held with the tenderer who had quoted the lowest rates as per the Tamil Nadu Transparency in Tender Act and Rules.
19. The details of item required are shown in Annexure - V. The quantity mentioned is only the probable requirement. The final quantity ordered may vary to the extent of 25% either way

of the requirement indicated in the tender document. The rates quoted should not vary with the quantum of the order or the destination.

20. Tenders should be typewritten and every correction in the tender should be attested by full signature of the tenderer with date, before submission of the tenders to the authorities concerned, failing which the tender may be ineligible for further consideration. Corrections done with correction fluid should also be duly attested.
21. Tender has been called for the supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu. The tenderers should quote the rates for the item described as per the specification. Any omission will result in the rejection of the tender.
22. Rates should be quoted exclusive of Goods and Services Tax for the supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu on FOR basis, in metric system units in number basis only. No tender for the supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu with conditions like "AT CURRENT MARKET RATES" shall be accepted and no tender in which the rate is quoted for a unit other than the one asked for shall be considered. No handling, clearing or transport charges etc. will be paid. The deliveries should be made as stipulated in the supply order placed with successful tenderer.
23. Each tender must contain not only the rate but also the total value of the item quoted for supply in the respective columns. The aggregate value of the item quoted in the tender shall also be furnished.
24. The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case exercise, the right to revising the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.
25. To ensure sustained supply without any interruption, the Chief Executive Officer, Tamil Nadu Livestock Development Agency, reserves the right to split orders for supplying the requirements among more than one tenderer provided that, the rates and other conditions of supply are equal.
26. The rates quoted and accepted will be binding on the tenderers for the stipulated period and on no account will any increase in the price be entertained till the completion of this tender period.

## NOTE

No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc., committed by the tenderers in the tender forms shall not be considered after opening the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected.

27. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be bound to inform the Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai immediately about such reduction in the contracted prices. The Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
28. The tenderer has to supply and deliver **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu as specified in the tender. In case of any deviation, the tender is liable for rejection.
29. Evaluation of tender
  - i. The cover 'A' of all the tenderers would be opened
  - ii. The tender without EMD / valid documents for exemption from remittance of EMD would be summarily rejected
  - iii. The documents submitted in Cover 'A' would be scrutinized.
  - iv. Those tenderers whose documents are found to be satisfactory and are found eligible would be requested to demonstrate the product before a technical committee
  - v. The Cover 'B' of those eligible tenderers whose product confirms to the tender specification on demonstration would be opened.
  - vi. Negotiations will be held with the tenderer who has offered the lowest rate.

## PACKAGING

30. **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu shall be supplied in the packaging specified in **Annexure-VI**. This will be in addition to the logograms specified for the product.

31. The supplies will be deemed to be completed only upon receipt of the quality certificates from the institution(s) which receives the Orthopaedic Surgical Equipment Sets capacity tendered. Supplies, which do not meet quality requirements and statutory standards, shall render the relevant item liable to be rejected. The tenderer shall also not be eligible to participate in TNLDA tenders for the supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu during the subsequent years.
32. ***The decision of the Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai, or any Officer authorized by him regarding the quality of the supplied item shall be final and binding.***

#### **ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS**

33. The Chief Executive Officer, Tamil Nadu Livestock Development Agency, reserves to himself, the right to reject the tenders or to accept the tenders for the supply of the item tendered for, in a tender without assigning any reason.
34. The Chief Executive Officer, Tamil Nadu Livestock Development Agency will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on one month's notice. The tenderers will not be entitled for any compensation whatsoever in respect of such termination.
35. The acceptance of the tenders shall be communicated to the tenderers in writing.
36. The purchase order shall be placed by Tamil Nadu Livestock Development Agency from time to time or in full during the existence of the contract period based on their requirement and the supplies shall be made directly to the destination indicated in the purchase orders.
37. Delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu should be completed within 60 days from the date of receipt of firm order. If delivery of all the **Orthopaedic Surgical Equipment Sets (Basic)** to **6 Veterinary Polyclinics and 22 Clinician** Centres of Animal Husbandry Department in Tamil Nadu are not completed within 60 days from the date of receipt of firm order, penalty shall also be levied on the tenderer as specified under penalties. He shall also suffer forfeiture of the Security Deposit. However, the Chief Executive Officer, TNLDA at his discretion can accept delayed supply with appropriate liquidated damages, which will be a sum equivalent to 0.5% of the delivered price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10% of the total contract price.

38. If the tenderer fails to execute the supply within the stipulated time, TNLDA is empowered to make emergency purchases and claim the difference in total cost from the tenderer in addition to other penal clauses.
39. All the supplies will be scheduled for the period from the date of acceptance till the completion of delivery period as may be stipulated in the supply order.
40. The Chief Executive Officer, TNLDA or his authorized representative(s) has the right to inspect the factories of those companies who have quoted for the tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to re-order based on facts brought out during such inspections.

### **PAYMENT PROVISIONS**

41. No advance payments towards the cost of supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu will be made to the tenderer.
42. Payments towards the supply and delivery **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu will be made strictly as per the terms and conditions of the tender.
43. Payments towards cost of supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu will be considered only on the basis of reports received from officers of the Department of Animal Husbandry to whom the consignment is addressed regarding the quantity received and quality of the received goods against the purchase orders.

### **PENALTIES**

44. If the successful tenderer fails to execute the agreement and or deposit the required security within the time specified or withdraw his tender after the intimation of the acceptance of his tender has been sent to him owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money deposited by him along with the tender will be forfeited. He will also be liable for all damages sustained by TNLDA or its participating agencies due to his failure; including the liability to pay any difference between the prices accepted by him and those ultimately paid by the indenting authority for the procurement of the articles concerned. Such damages shall be assessed by the Chief Executive Officer of Tamil Nadu Livestock Development Agency whose decision will be final and the amount so assessed will be recoverable by proceeding

under the Tamil Nadu Revenue Recovery Act 1864 (*Madras Act. II of 1864 as an arrear of Land Revenue*).

45. If any of the goods which the tenderer has failed to supply is not available in the local market or if it is not possible for the Chief Executive Officer, Tamil Nadu Livestock Development Agency to purchase it in time, for the requirements of the institution it will be open to him, or to any persons authorized by him on his behalf to purchase a substitute for the said article/item and to recover the difference in cost from the tenderer, if any, between the price or prices of the substituted articles which may be purchased or the moneys which may have been paid for the same.
46. The opinion of the Chief Executive Officer, Tamil Nadu Livestock Development Agency as to the availability of the articles in the local market and as to whether it is not possible to purchase it in time for institution requirement and as to the nature and quality of the substitute to be purchased is final and binding on the tenderer.
47. No claims shall lie against the Tamil Nadu Livestock Development Agency, Chennai in respect of interest on Earnest Money Deposit or on Security Deposit.
48. If any of the Orthopaedic Surgical Equipment Sets supplied by the tenderer, which have been put to use are subsequently found to be defective, unsound, and inferior in quality or description or are otherwise faulty or unfit for use, then the contract price will be recovered from the tenderer. The tenderer will not be entitled to any payment whatsoever for the contract.
49. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Chief Executive Officer, Tamil Nadu Livestock Development Agency, and the tenderer shall be liable for all losses sustained by the Tamil Nadu Livestock Development Agency, in consequence to the termination which shall be recovered from the tenderer by way of adjusting the amount from the bills payable to him. In the event of such amounts being insufficient the balance shall be recovered personally from the tenderer as per law.
50. Non performance of contract provisions such as delayed supplying, non-supplying, supply of substandard goods etc., will result in cancellation of the tender and will lead to disqualification of the firm from participating in the tender during the subsequent year.
51. The decision of the Chief Executive Officer, Tamil Nadu Livestock Development Agency, shall be final and binding.
52. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Chennai.

## **WARRANTY**

53. The supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in conditions prevailing at final destination.
54. Warranty shall be for a period of one year from the date of receipt of the Orthopaedic Surgical Equipment Sets and acceptance by the concerned officers at the final destination indicated in the contract.
55. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
56. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
57. If the supplier, having been notified, fails to remedy the defect(s) within the period specified / within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.



## **SPECIAL CONTRACT TERMS & CONDITIONS**

### **Validity of Tender**

This rate offered shall be valid for a period of one year from the date of opening of Price Bid.

### **Earnest Money Deposit**

Earnest Money Deposit of unsuccessful tenderers will be returned on finalization of tender or earlier at the discretion of Tamil Nadu Livestock Development Agency, Chennai

### **Period**

Supply of 28 numbers of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu will be deemed to be completed only on receipt of all the **Orthopaedic Surgical Equipment Sets (Basic)** within **60 days** from the date of receipt of firm order and acceptance by the concerned officers at the final destination indicated in the contract.

### **Delivery and invoices**

The invoices may be raised in the name of the Chief Executive Officer, Tamil Nadu Livestock Development Agency, Chennai and handed over to the consignee officer for certification and submission to the office of TNLDA for settlement. The invoices would be settled by the office of TNLDA.

### **Terms of payments**

Payment shall be made only after the completion of supply of **Orthopaedic Surgical Equipment Sets (Basic)** and on receipt of such satisfactory reports and certified invoice from the officer in-charge of the institution to which the supply has been made.

### **Warranty**

Warranty shall be for a period of one year from the date of receipt of the **Orthopaedic Surgical Equipment Sets (Basic)** and acceptance by the concerned officers at the final destination indicated in the contract.

### **Security Deposit**

The Security Deposit will be returned to the successful tenderer after the completion of warranty period.

### **Goods and Services Tax**

**Tenderers are requested to quote and indicate taxes suffered (G.O.I. & Govt. of Tamil Nadu).**

### **Demonstration**

The tenderer shall demonstrate the item when requested.

### **Language of the Tender**

The tender and all correspondences and documents related to the tender, exchanged by the tenderer and the purchaser shall be written either in English or in Tamil language. Supporting documents and printed literature furnished by the tenderer may be in other language provided they are accompanied by an accurate official translation of the relevant passages in either English or Tamil language, in which case, for purpose of interpretation of the tender, the translation shall prevail.

## ANNEXURE - I

### GST REMITTANCE STATEMENT

(To be filled up by the tenderer)

01. Name or style in which the applicant is assessed or assessable to GST.
02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.  
b. All Centres of business of the applicant (All Centres of business should be mentioned).
03. The districts, taluks and divisions in which the applicant is assessed to GST (All the Centres of business should be furnished).
04. Total contract amount or value of patronage received in the preceding three years.  
2018 - 2019  
2019 - 2020  
2020 - 2021

05. Particulars of GST for the following three years.

Year	Total Turn Over assessed Rs.	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance
2018 - 2019					
2019 - 2020					
2020 - 2021					

06. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.

07. Whether any penal action or proceeding for the recovery of GST is pending.

08. The name and address of Branches if any:

I have enclosed the copies of the GST returns filed for the above period and I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of Tenderer:

Address:

Date:

**ANNEXURE - II**  
**DECLARATION FORM**

I / We \_\_\_\_\_ have our \_\_\_\_\_  
\_\_\_\_\_ Office at \_\_\_\_\_ do declare that I / We have carefully read all the conditions laid down in the tender document (including Annexure, corrigenda, errata) issued by the Chief Executive Officer, Tamil Nadu Livestock Development Agency Chennai, for the tender floated by him for the supply and delivery of **Orthopaedic Surgical Equipment Sets (Basic)** to 6 Veterinary Polyclinics and 22 Clinician **Centres of Animal Husbandry Department in Tamil Nadu** and abide by all conditions set forth therein.

I / We also declare that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices.

Signature:

Date:

Name of the firm:

Address:

**ATTESTED BY NOTARY PUBLIC**

**ANNEXURE - III**

**SALES PERFORMANCE STATEMENT**

(Sales made during the last three years for the item quoted with proof)

Name of firm: \_\_\_\_\_

Name of the product	Year	Quantity manufactured (in nos.)	Quantity Supplied (in nos.)	Name and full address of the purchaser (Proof to be enclosed) *
Orthopaedic Surgical Equipment Sets (Basic)	2018 - 2019			
	2019 - 2020			
	2020 - 2021			
	<b>Total</b>			

**\* Proof:**

1. Copies of Purchase Orders issued in the name of the tenderer. (Manufacturer / Dealer / Distributor)
2. Copies of invoices issued in the name of the tenderer. (Manufacturer / Dealer / Distributor)

**ANNEXURE - IV**  
**ANNUAL TURNOVER STATEMENT**

The Annual Turnover of M/s. \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

<b>S. No</b>	<b>Year</b>	<b>Turnover (Rs. in lakh)</b>
1	2018 - 2019	
2	2019 - 2020	
3	2020 - 2021	
	<b>Total -</b>	<b>Rs. _____ lakh</b>

**Average Turnover per annum - Rs. \_\_\_\_\_ lakh.**

**Signature of Auditor/  
Chartered Accountant**

**Date:**

**(Name in capital)**

**Seal.**

## ANNEXURE – V

### SPECIFICATION FOR ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU ORTHOPAEDIC SURGICAL EQUIPMENT SET (BASIC)

S. No.	Items to be supplied with specifications	Quantity per set (in nos.)
1.	Hohman Retractor	2
2.	Gelpi Retractor	2
3.	Senn Retractor	2
4.	Periosteal Elevator – Straight	1
5.	Periosteal Elevator – Angled	1
6.	Bone Holding Forceps – Serrated with speed lock	2
7.	Bone Holding Forceps – pointed with speed lock	2
8.	Bone Reduction Forceps – Pointed	2
9.	Bone Chisel	1
10.	Osteotome	1
11.	Mallet	1
12.	Bone cutter-single action	1
13.	Bone cutter- double action	1
14.	Bone cutter	1
15.	Volkman Bone Curette	1
16.	Bone Rongeurs	1
17.	Bone Rongeurs	1
18.	Bone Rongeurs	1
19.	Bone file	1
20.	T – Handle for Gigli Wire	2
21.	Power Drill- Battery Operated	1
22.	Jacob chuck with key	1
23.	Hand chuck with key	1
24.	Orthopaedic Wire Passer	1
25.	Orthopaedic Wire Cutter	1
26.	K Orthopaedic Nice Twister	1
27.	K-wire holder	1
28.	K-wire bender	1
29.	K-wire cutter	1
30.	<b>Pin cutter for Steinmann pin</b>	
	Small to cut from 2.5mm	1
31.	Small to cut from 4mm	1
	<b>Pin cutter for Steinmann pin</b>	
	Large to cut from 4mm	1
	Large to cut from 7mm	1

S. No.	Items to be supplied with specifications	Quantity per set (in nos.)
34.	<b>Plate Bender</b> 2.7 mm 3.5 mm 4.5 mm	2 2 2
35.	<b>Depth Gauge</b> 2.7 mm 3.5 mm 4.5 mm	1 1 1
36.	Drill Sleeve	1
37.	DCP drill guide	1
38.	LCP drill guide	1
39.	<b>Screw driver</b> 2.7mm 3.5mm 4.5mm	1 1 1
	<b>Total</b>	<b>55</b>

Photographs/neat pictures/ catalogue of the items tendered may be enclosed

TENDER NO.	NAME OF THE ITEM	TENDER QUANTITY	QUANTITY OFFERED
TNLDA/2022/04	Orthopaedic Surgical Equipment Sets (Basic) to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu	28 Nos.	

## SCHEDULE – I

### DESTINATION AND QUANTITY OF SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU

S. No	REGION	Place of Delivery	Quantity (in nos.)
1	Chennai	Veterinary Poly clinic, Saidapet, Chennai	One
2	Coimbatore - Pollachi	Veterinary Hospital Campus, Pollachi	One
3	Coimbatore	Veterinary Clinician Centre,	One
4	Cuddalore	Veterinary Clinician Centre, Cuddalore	One
5	Dharmapuri	Clinician, Clinician Centre, Dharmapuri	One
6	Dindigul	Veterinary Hospital, Dindigul	One
7	Erode	Veterinary Hospital Campus, Erode	One
8	Erode - Gobichettipalayam	Veterinary Clinician Centre, Gobichettipalayam	One
9	Kancheepuram	Veterinary Clinician Centre, Kancheepuram	One
10	Kancheepuram	Veterinary Hospital Campus, Chengalpattu	One
11	Kanyakumari	Veterinary Clinician Centre, Nagercoil	One
12	Karur	Veterinary Clinician Centre, Karur	One
13	Krishnagiri	Veterinary Clinician Centre, Hosur	One
14	Madurai	Veterinary Poly Clinic, Madurai	One
15	Nagapattinam - Mayiladuthurai	Clinician centre, Mayiladuthurai	One
16	Nagapattinam - Mekirimangalam	Veterinary Clinician Centre, Mayiladuthurai	One
17	Nilgiris	Clinician Centre, Udagai	One
18	Pudukottai	Clinician Centre, Pudukottai	One
19	Tiruvannamalai	Veterinary Clinician Centre, Tiruvannamalai	One
20	Thiruvarur	Veterinary Clinician Centre, Thiruvarur	One
21	Tirunelveli	Veterinary Poly Clinic, Tirunelveli	One
22	Salem	Veterinary Polyclinic Campus, Salem	One
23	Thanjavur	Veterinary Clinician Centre Campus, Thanjavur	One
24	Thanjavur	Veterinary Clinician Centre Campus, Kumbakonam	One
25	Trichy	Veterinary Poly Clinic Campus, Trichy	One
26	Tuticorin	Veterinary Clinician Centre, Thoothukudi	One
27	Vellore	Clinician Centre, Vellore	One
28	Villupuram	Veterinary Clinician Centre, Villupuram	One



## **ANNEXURE – VI**

### **1. SCHEDULE FOR PACKAGING**

Should be packed securely with appropriate packing material of high quality in such a way that the tendered items are not damaged and there is no loss of functional integrity.

### **2. LABEL:** The packages must be appropriately labeled.

## ANNEXURE-VII

### ***DETAILS OF MANUFACTURING UNIT OF MANUFACTURER \****

Name of the manufacturer & Full Address of manufacturing unit :

Phone Nos. :

Fax :

e-mail :

Date of Inception :

License No. & Date :

Issued by :

Valid up to :

Details of manufacturing activity :

Annual Manufacturing capacity :

Name of the authorized signatory :

Specimen signature of the authorized signatory :

***\* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.***

### Annexure – VIII

Manufacturer's Authorization letter for dealers / distributors and the tenderers' authorization for person attending the tender, rate negotiation etc.

No. \_\_\_\_\_ Dated. \_\_\_\_\_  
To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Tender Ref. No. 903/C/TNLDA/AHD/21-II, Dt. .04.2022**

We \_\_\_\_\_ who are established and reputable manufacturers / dealers of \_\_\_\_\_ having factories / office at \_\_\_\_\_ Registered Office at \_\_\_\_\_ possessing Manufacturing License No. \_\_\_\_\_, Dt. \_\_\_\_\_, valid up to \_\_\_\_\_ (Copy enclosed) do hereby authorize \_\_\_\_\_ (Name and Address of Representative with designation) to submit a tender, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s. \_\_\_\_\_ are authorized to tender, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full warranty for a period of **one year** from the date of receipt of the tendered items and acceptance by the concerned officers at the final destination indicated in the contract as per the tender conditions for the goods offered for supply against this invitation for tender by the above Firm.

Yours faithfully

(Name)

for and on behalf of M/s. \_\_\_\_\_

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturing concern/tenderer and should be signed by a person competent and having the power of attorney to bind the manufacturer. **A copy of the letter to be produced by the personnel attending the tender opening.**

# ANNEXURE IX

## TAMIL NADU LIVESTOCK DEVELOPMENT AGENCY CHENNAI - 35

### TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU

S.No.	Item Code	Name of the item & specification	Unit	Tendered Quantity	Quantity offered	Manufacturing Capacity	Rate per Unit # (Landed Price) in Rupees (inclusive of all)		Total Value [(5)X(8)] In figures In Rs.
1	2	3	4	5	6	7	8		9
1	TNLDA/ 2022 / 04	Supply and delivery of Orthopaedic Surgical Equipment Sets (Basic) to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu (Specification as per Annexure V)	1 No.	28 Nos.			In figures		In words
		<b>Total</b>		<b>28 Nos.</b>					

# In case of discrepancy between the prices quoted in words and in figures, lowest of the two will be considered.

**Place:**

**Date:**

**Signature :**

**Name in Capital Letters :**

**Designation :**

## ANNEXURE X

### TAMIL NADU LIVESTOCK DEVELOPMENT AGENCY CHENNAI-35

#### TENDER FOR THE SUPPLY AND DELIVERY OF ORTHOPAEDIC SURGICAL EQUIPMENT SETS (BASIC) TO 6 VETERINARY POLYCLINICS AND 22 CLINICIAN CENTRES OF ANIMAL HUSBANDRY DEPARTMENT IN TAMIL NADU

S.No.	Item Code	Name of the item & specification	Basic price per Orthopaedic Surgical Equipment Sets inclusive of incidental charges (Rs.)	Packing & Forwarding Charges (Rs.)	Freight and Insurance charges (Rs.)	GST (Rs.)	Total Landed price (4+5+6+7) In Rs.
1	2	3	4	5	6	7	8
1	TNLDA/ 2022 / 04	Supply and delivery of Orthopaedic Surgical Equipment Sets (Basic) to 6 Veterinary Polyclinics and 22 Clinician Centres of Animal Husbandry Department in Tamil Nadu (Specification as per Annexure V)					

**Place:**

**Date:**

**Signature :**

**Name in Capital Letters :**

**Designation :**

**Note:** The firms shall indicate the break up prices at Column 4 to 7 and 8 separately and wording like 'included' shall not be substituted for the same. The rate quoted in column 8 of Annexure - IX and in column 8 of Annexure - X should be one and the same