

GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES

Terms and Conditions of Tender for the Supply of “Medicines/Drugs – Tablets, Injections, IVFs, etc. including Hygiene Chemicals” for Health Institutions of U.T. of Puducherry for a period of one year from the date of acceptance of Tender.

- 01) Notice is hereby given that Tenders should be submitted on-line in prescribed form (BOQ) upto 16.00 hrs on 18.12.2015 in official website <https://pudutenders.gov.in> as specified therein. The tender details, terms and conditions, time schedule may also be downloaded from the linked website <https://www.py.gov.in> & <http://health.puducherry.gov.in> for reference only. The tenders submitted other than through official website will be summarily rejected.
- 02) Tenders will be opened by the Tender Committee on the scheduled time line, by the Director of Health and Family Welfare Services, Health Complex, Rue Victor Simonel, Puducherry 605 001.
- 03) The Chairperson, Tender Committee (Director of Health & Family Welfare Services) is competent to accept a tender in whole or part and also have the right to reject any / all the tenders without assigning any reason thereon.
- 04) Every tenderer must go through the terms and conditions carefully and understand them before submitting their tender. No excuse that the conditions have not been read or understood will be entertained later.
- 05) The Schedule of Items attached gives only estimated requirements of the various institutions. Notwithstanding the estimate or probable quantity or number, indenting officers of this Directorate have the right to order any quantity or any number of the items mentioned in the Schedule from time to time or not to order any quantity or any number of any such article at all during the period of contract.
- 06) Original Manufacturer / Importer of Drugs / Re-packers of Drugs, having valid licence under Drugs and Cosmetics Act shall only quote their rates. Authorised Dealer as approved and appointed by the manufacturer and Director Importer may also offer. The authorised dealer shall enclose to the Tender, a copy of the letter of appointment as Authorised Dealer issued only by the manufacturer. The Direct importer shall enclose to the tender, a copy of the letter of appointment issued by the manufacturer and also a copy of the valid import licence issued by the Competent Authority. Only one Dealer / Distributor / Agent shall be nominated.
- 07) The Tenderer may directly or through their authorised dealer / distributor, supply the items listed in the tender, manufactured by them and the bills settled accordingly. The nomination / authorisation should be received along with the tender. Only one agent / Distributor / Dealer shall be nominated. Proper address, phone number, Fax Numbers, e-mail ids and contact details of the firm / person as well as the local dealer / distributor should be clearly mentioned in “Form A”. and if any changes in the details the same should be informed to the Tender Committee immediately.

- 08) The rate quoted should be in net inclusive of all taxes (VAT / CST / GST), Excise Duty, Customs Duty, Transit Insurance, Freight etc and other Charges. No form –C or Form –D will be issued.
- 09) The rates quoted should be only Indian Currency. Tenders in any other currency are liable to be rejected.
- 10) The firm should quote only for the unit asked by the Department and not their own unit at any cost.
- 11) Manufacturers with not less than five years standing only should participate.**
- 12) Tenders should have GMP Certificate as per WHO guidelines and Schedule-M should be enclosed with the Tender.**
- 13) Permanent Account Number(PAN) of the Income Tax should be furnished.**
- 14) The tenderer will invariably furnish the following certificates with their bills for payment;
- a) Certified that the goods on which sales tax have been exempted from the Central Sales Tax Act and or the rules made there under and that the amount of charges on account of Sales Tax on those goods are covered under the provision of the relevant act, or the rules made there-under.
 - b) Certified that the firm is registered under Central Sales Tax Registration.
- 15) The manufacturers should have a valid drug licence along with list of drugs authorised to manufacture, issued under the Drugs and Cosmetics Act. In respect of the items which are not comes under the provisions of Drugs and Cosmetics Act, the relevant manufacturing licence along with list of products authorised to manufacture, issued by the Competent Authority to be submitted along with the tender.
- 16) The institutions will resort to purchase their requirement from CPC rate contract firms only when these items are not available with approved DGS&D rate contract firms / PPP under CPSCs and Government of India Undertaking firms.
- 17) The tenderer must pay Rs.2290/-(inclusive of VAT) as Tender Fee through internet banking enabled account with any of the list of Banks available in the SBI e-Pay. **(ANNEXURE-A)**
- 18) The tenderer must pay the EMD as detailed below through internet banking enabled account with any of the list of Banks available in the SBI e-Pay.

i. In case of tenderer is a manufacturer and submit tender only for their products	Rs.25,000/-
ii. In case of tenderer submits tender on behalf of a single manufacturer unit in the capacity of authorised distributor	Rs.25,000/-

iii. In case of tenderer submits tender on behalf of two or more manufacturer	Rs.25,000/- on behalf of each manufacturer, i.e. if quoted for two companies, the EMD is Rs.50,000, If quoted for three companies, the EMD is Rs.75,000. If quoted for several companies, the EMD should be paid proportionately.
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- 19) Firms registered permanently with NSIC or DGS&D or as permanent SSI Unit of the Government of the Puducherry for the manufacture/Supply of the materials are exempted from payment of Earnest Money Deposit. Tenders without Earnest Money Deposit or proof for claiming exemption from payment of Earnest money Deposit will be summarily rejected in the first instance.
- a) The EMD will be returned to the unsuccessful tenderer but retained in the case of successful tenderer to be adjusted towards security deposit required to be paid by the tenderer for the due fulfilment of the contract.
- 20) Each tenderer, whose tender is accepted, should remit the Security Deposit within 10 days from the date of intimation of acceptance of his tender. An amount equal to 5% of the value of approximate quantity to be supplied during the contract period at the rate accepted should be paid as Security Deposit. The Security Deposit will be rounded to the next hundred rupee. Non payment of Security Deposit by means of Demand Draft drawn on SBI in favour of the Senior Accounts Officer, Directorate of Health and Family Welfare Services, Puducherry within the stipulated period will result in forfeiture of EMD. Fixed Deposits / Term Deposits will not be accepted. Interested parties can furnish Bank Guarantee from a Nationalised Bank for the appropriate amount towards Security Deposit valid for a period of **6 months** beyond the period of the rate contract validity.
- 21) In case of firms, which are registered with DGS&D for supply of medicines, surgical equipments, etc., a Photostat copy of the Certificate issued by the DGS&D duly attested should be furnished along with the tender for exempting from payment of Security Deposit. The Security Deposit should be paid for the products which are not enlisted in the approved list of DGS&D Rate Contract. It may be noted that as a registered firm, Tenderer is expected to abide by the general conditions of the Contract governing the DGS&D rate contract as well as this Department's Terms and Conditions as amended from time to time. Failure on part of the tenderer to abide by these terms and conditions may result in the cancellation of the contract.
- 22) In case of the Small Industrial Units registered with National Small Industries Corporation / Director of Industries, a Photostat copy of the Certificate issued by NSIC / DIC, Puducherry duly attested should be furnished along with the tender. If not, the tenderer firm will be considered as a firm not registered with NSIC / Industries Department, Puducherry. The tenderer should also furnish the list of items manufactured by them, in their factory.
- 23) No exemption from payment of EMD / Security Deposit will be allowed to the Small Scale Units which are not permanently registered with NSIC or Director of Industries, Puducherry.

- 24) No interest will be allowed on EMD / Security Deposit which will be refunded on the satisfactory completion of the contract. If the contractor fails to supply any one of the articles within the delivery period prescribed or comply with all but any of the terms and conditions of the agreement, it shall be lawful for the Chairperson, Tender Committee, or any person authorised by him on his behalf, to purchase elsewhere and from the person or persons other than the contractor, such quantities of articles or materials as shall not have been supplied and delivered by the contractor and to collect from him the difference of cost between the price of articles purchased from the open market and the price or prices payable under the contract for such articles.
- 25) The tenderer is at liberty to quote one or more or all the items. The rates of each items will be considered separately and individually.
- 26) No insurance charges are payable. The supply should be made at the supplier's own risk. Damages and breakages, if any found in transit, the articles thereof should be replaced; otherwise the cost will be deducted from the bill.
- 27) The rates quoted should be valid for acceptance for a period of 180 days from the date of opening of the tenders and once accepted should be firm and unaltered during the contract period.**
- 28) No contractor shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rates quoted by them during the currency of the contract period. Clerical error, typographical error etc. committed by the tenderers in the tender form shall not ordinarily be considered after opening of the tenders. Conditions such as "Single Quotation subject to availability of Stores, Supplies will be made as and when the materials received, etc." will not be considered under any circumstances and the tenders of those who have given such condition shall be summarily rejected without any further correspondence.
- 29) Supply should be made within 30 days from the date of receipt of supply order.
- 30) The tenderer will invariably inscribe in each supply "Supply to Government of Puducherry – Not for Sale". The date of manufacturing, date of expiry and the batch and such other mandatory requirement as per Drugs and Cosmetics Act. shall be clearly inscribed.
- 31) In the event of such drug / item not being utilised within the life period, the firm should undertake to replace the stock at free of cost..
- 32) Selection of the tenders would very much depend upon the efficacy / quality of the products offered.
- 33) Free sample of each of the items tendered may be sent to the Chairperson, Tender Committee, Director of Health & Family Welfare Services, Puducherry . Each sample being carefully labelled with the name of the manufacturer and the item number. Full particulars of make, Brand Name, specification etc. should be mentioned. Samples submitted by the tenderer will be retained by the Directorate of Health and Family Welfare Services. Request for return of the sample items will not be entertained on any ground. The tender document and samples should be sent in

separate covers. In case samples are not provided, the tender will not be considered. Free samples are to be supplied for quality checks.

- 34) The contractor shall be bound to deliver all the articles in such quantities or numbers and within such time as Chairperson, Tender Committee / Intending Officers of Health Department shall from time to time direct during the contract period.
- 35) Packing of tablets should not exceed 100 nos. The tablets / capsules should be strip / blister / aluminium foil packing. In respect of LAB items wherever **KIT** is mentioned actual **ML** should be quoted. The containers, i.e. bottles, ampoules, strips, vials, tins, cartons, tubes, sachets etc. must be pilfer proof and should comply with statutory regulations required under Drugs and Cosmetics Act to ensure total protection to the quality and quantity of the product packed. All the labels including individual labels of the unit formulations should bear the inscription "Supply to Government of Puducherry – Not for Sale". Loose packing will not be accepted.
- 36) Each packing shall conform to the labelling provisions of the Drugs and Cosmetics Act 1940 and Rules there under. Any misbranded/adulterated/spurious drug is not only liable to be confiscated without notice but also the supplier will be penalized by recovery of the difference in the amount in obtaining from another firm notwithstanding any penal action that may be taken by the Drugs Control Department.
 - a) I.V. Fluids should be manufactured under FFS technology using Medical Grade Plastic Bottles, which should conform to international / national standards.
- 37) All articles supplied by the contractor which in the opinion of the Chairperson, Tender Committee / Intending Officer, are found faulty or unfit for use shall be rejected. The opinion of Chairperson / Intending officer thereon in all respects will be final and conclusive and also together operative and binding on the contractor and shall not be open or subject to question or dispute by the contractor on any ground whatsoever.
 - a) The Committee shall examine / study the quality of the drugs / medicines, I.V. Fluids, Surgical Items and can recommend standard items as they are "Life Saving Drugs".
- 38) No articles bearing logo-gram of any other state / U.T. other than that of the manufacturer will be accepted.
- 39) Each supply and batch for drugs/surgical/chemicals should be accompanied with a photocopy of quality control analysis certificate from Government approved drugs Testing Laboratory.
- 40) The Loss to Government, if any, incurred on account of purchase elsewhere rendered necessary by failure or neglect or refusal on the part of the contractor to supply according to the terms of the agreement will be recovered from him. If any articles or things supplied by the contractor have been partially or wholly used or consumed in the Hospital / Institutions and they are subsequently found to be spurious, sub-standard and of inferior in quality or description or are not in accordance with the samples or otherwise faulty or unfit for or unwholesome then the contract price or prices of such articles or things will be recovered from the contractor, if payment had already been made to him. Otherwise, the contractor will not be entitled to any

payment whatsoever for such articles. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Chairperson, Tender Committee and the contractor shall be liable for all losses sustained by the Government in consequence of the termination which may be recovered / adjusted from the Security Deposit deposited by the contractor or other money due or to become due to him. In the event of being such amount insufficient, the balance may be recovered personally from the contractor or from his property as per the provisions of the Puducherry Revenue Recovery Act, 1970 in addition to other modes of effecting recovery permissible under the law.

- 41) The tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of the security deposit / recovery through Bank Guarantee in the event of the default or failure to supply within the stipulated period.
- 42) Any attempt on the part of the tenderer or their agent to influence the Department will disqualify the tender.
- 43) The rate / tender should be submitted only for items asked for. The rate should not be offered for substitute / equivalent products. In case of the items asked for are not available, the tenderer should notify against these items as "Not Quoting".
- 44) The price quoted by the tenderer shall not in any case, exceed the control price, if any fixed by Central / State Government. If price quoted exceeds the control price, the contractor should specifically mention this fact in his tender along with reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage, so as to conform with the controlled price. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer. If at any time during the period of contract, the price of the tendered item is reduced or brought down by any Law of Act of the Central / State Government, the tenderer shall be normally and statutorily bound to inform the Chairperson, Tender Committee immediately of such reduction in the contracted price. The Chairperson, Tender Committee is suo moto empowered to effect such reduction as is necessary in the contracted rate if in case of the tenderer fails to notify or fails to agree for such reduction of rates.
- 45) In case of any difference or dispute arising in connection with the contract, all legal proceedings relating to the matter shall be instituted only in a court within the jurisdiction of the Union Territory of Puducherry and nowhere else.
- 46) The contract should not be sublet without the permission of the Chairperson, Tender Committee.
- 47) All Drugs, Chemicals, Surgical Items, etc. should conform to the standards required under Rule 124 of the Drugs Act, 1946.
- 48) The printing on the label on each items should be legible and in big font clearly indicating the manufacture and expiry date.

- 49) Any firm which was selected as L1 and asked to supply a particular items, and if defaulted will be blacklisted from future participation in the common tender.
- 50) If a firm has quoted and not supplied a particular item, and if the govt is forced to go for L2 item, the difference of price has to paid by the L1 company.
- 51) In case of drugs with life period, stock should be supplied to the institution from the latest batch and such stock should have a minimum life period of 18 months.
- 52) The tender should accompany the questionnaire Form-A and Form B duly filled in and signed. Failure to do so, will lead to non-consideration of the tender.**
- 53) Tender (for Technical Bid) should be submitted in one single cover super-scribing “**Tender for Medicines / Drugs – Tablets, Injections, IVFs, etc. including Hygiene Chemicals**” for Health Institutions of U.T. of Puducherry should reach the Chairperson, Tender Committee, Directorate of Health and Family Welfare Services, Health Complex, Puducherry -1 on or before 18.12.2015 at 17.00 hrs.

Dr. K.V. RAMAN
CHAIRPERSON, TENDER COMMITTEE

Online Payment list -ANNEXURE A

Payment of E.M.D and tender fee should be done through internet banking/online mode. Demand Drafts will not be accepted. The bidders can make online payment, provided they hold account in any of the 35 banks listed below:

1. Andhra Bank
2. Bank of India
3. Bank of Maharashtra
4. Catholic Syrian Bank
5. City Union Bank
6. Corporation Bank
7. DCB Bank Personal
8. Dena Bank
9. Dhanalaxmi Bank-Corporate
10. Dhanalaxmi Bank-Retail
11. Federal Bank
12. IDBI Bank-Corporate
13. IDBI Bank-Retail
14. Indian Bank
15. IndusInd Bank
16. ING Vysya Bank - now Kotak
17. Jammu and Kashmir Bank
18. Karnataka Bank Ltd
19. Karur Vysya Bank
20. Lakshmi Vilas Bank
21. Oriental Bank of Commerce
22. Punjab and Sind Bank
23. Saraswat Bank
24. South Indian Bank
25. State Bank of Bikaner and Jaipur
26. State Bank of Hyderabad
27. State Bank of India
28. State Bank of Mysore
29. State Bank of Patiala
30. State Bank of Travancore
31. Syndicate Bank
32. Tamilnadu Mercantile Bank
33. UCO Bank
34. United Bank of India
35. Vijaya Bank

The Bidders may ensure that they hold account in any of the above listed banks and get Internet Banking facility for making payment online. The Bidders are advised to check whether internet banking is working properly with the Username/Password provided by the bank. It is advised not to test payment during Bid Submission in the eProcurement Portal, since e-Procurement Portal restricts payment exceeding 5 attempts. **The bidders cannot make bid submission if they exceed 5 attempts while making payment.** The Refund of E.M.D to unsuccessful bidders will be done automatically online. For any clarifications contact e-Payment help desk: 022-27523796(SBI ePay, Mumbai).

