

**GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES**

VICTOR SIMONEL STREET, PUDUCHERRY – 605001

**TENDER FOR PURCHASE OF MEDICINES/SURGICAL INSTRUMENTS &
APPLIANCES / LAB. ITEMS AND HYGIENE CHEMICALS / RADIOLOGICAL
ITEMS, ORTHO IMPLANTS AND ITEMS REQUIRED FOR PMRC UNDER CPC
RATE CONTRACT FOR THE YEAR 2017-18**

S.No.	Subject	Timeline
1.	Downloading of Documents	From 17-01-2018 @ 10 hours To 07-02-2018 @ 16 hours.
2.	Last date for Submission of Tender online	07-02-2018 @ 16 hours.
3.	Last date for Submission of Tender Document Fee, EMD, Technical Bid and Free Samples	08-02-2018 @ 17 hours.
4.	Date for Opening of "Technical Bid" by the Committee	12-02-2018 @ 11 hours.
5.	Date for Opening of "Financial Bid" online by the Committee	Will be intimated Later
6.	Pre Bid meeting meeting	24-01-2018 @ 11 hours.

Cost of the Tender Document 1000/- + GST as applicable)

**DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES,
PUDUCHERRY - 605001**

Website: <http://health.puducherry.gov.in>

TABLE OF CONTENTS

SL. NO	Description	Page No.
1.	Tender /Contact details	3
2.	Eligibility Criteria	5
3.	Earnest Money Deposit (EMD)	6
4.	Security Deposit	7
5.	Technical Bid	7
6.	Price Bid	8
7.	Samples	9
8.	Supply Conditions	10
9.	Delivery Conditions	11
10.	Other Conditions	12
11.	Special Conditions	13
12.	Quality	14
13.	Penalties	16
14.	Dispute Settlement	16
15.	Blacklisting	17
16.	Points to remember	17
17.	Declaration of the bidder	19
18.	Annexure- A (Notarized Certificate)	20
19.	Questionnaire	21

**GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES**

VICTOR SIMONEL STREET, PUDUCHERRY – 605001

TENDER DETAILS

S.No.	Subject	Timeline
1.	Downloading of Documents	From 17-01-2018 @ 10 hours To 07-02-2018 @ 16 hours.
2.	Last date for Submission of Tender online	07-02-2018 @ 16 hours.
3.	Last date for Submission of Tender Document Fee, EMD, Technical Bid and Free Samples	08-02-2018 @ 17 hours.
4.	Date for Opening of "Technical Bid" by the Committee	12-02-2018 @ 11 hours.
5.	Date for Opening of "Financial Bid" online by the Committee	Will be intimated Later
6.	Pre Bid meeting meeting	24-01-2018 @ 11 hours.

Place of opening of Tender : EDP Centre, Directorate of Health & Family Welfare Services,
Puducherry-605001.

Address for Communication : Junior Accounts Officer
Director of Health and Family Welfare Services, Puducherry - 605001.
Phone: 0413-2229355

**Email: dmspdy.sao@gmail.com
Dmspdy.official@gmail.com**

Contact for any clarification : e-Procurement Cell, 3rd Floor, Chief Secretariat
& assistance in e-bidding Puducherry.
The Help Desk number is (0413 – 2220225).

:

Cost of the Tender Document : **1000/- +GST as applicable**

GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES

VICTOR SIMONEL STREET, PUDUCHERRY – 605001

TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF DRUGS, etc, FOR THE HEALTH INSTITUTIONS OF PUDUCHERRY for tender 2017-18 for which Tenders should be submitted online in prescribed format.

1. Notice is hereby given that Tenders should be submitted on-line in prescribed form (BOQ) upto 16.00 hrs on **07.02.2018** 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.
2. Apart from submitting online tender, each tenderer should also submit Hard copies of all the Tender documents (technical Bid) in one single cover superscribing any or all the heading mentioned below. For Instance, if tender submitted only for radiological items, the technical bid cover may be superscribed as "e-Tender for supply of Radiological items to the Health Institutions of U.T. of Puducherry".
 1. Medicine/Drugs – Tablets, Injections, IVFs etc. including Hygiene Chemicals,
 2. Surgical items/dressing materials/surgical instruments and Suturing Materials,
 3. Laboratory reagents, glasswares, chemicals, diagnostics kits, discs and other items &
 4. Radiological items
 5. Items required for PMRC
 6. Ortho Implants

In addition, the list of items quoted by the bidder should also be attached with the hard copies of technical bid and the name of the Manufacturer of each and every item should also be mentioned in the list. The Hard Copies (Manual Technical Bid) should reach the Chairperson, Tender Committee, Directorate of Health and Family Welfare Services, Health Complex, Puducherry -1 within the prescribed date and time, else the tender will not be considered.

3. Tenders will be opened by the Tender Committee on the scheduled time line at the Directorate of Health and Family Welfare Services, Health Complex, Rue Victor Simonel Street, Puducherry 605001

4. Every tenderer must go through the terms and conditions of tender carefully and understand them before submitting the Tender. No excuse that, the conditions have not been read or understood will be entertained later. A printed copy of this Terms and conditions sealed and signed by the bidder should also be submitted along with the technical bid.
5. The Schedule of items mentioned in the BoQ indicates only the approximate estimated requirements of the Health Institutions of Puducherry U.T. There is no guarantee that the entire quantity will be purchased.
6. The Rate quoted should be valid for 24 months from the date of approval of rate by the Government.

ELIGIBILITY CRITERIA

Original Manufacturers and Original Importers (product under trade mark/solely marketed/loan license should bear name of tender participant on the label, i.e., name of the tender participant should be on the supplied product of Drugs) only should quote their rates. Orders will be placed with the selected tender parties and payment will be made to them directly.

1. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the tender itself. Further correspondence will strictly not be entertained. Authorized dealers submitting tender on behalf of manufacturer(s) should submit authorization letter(s) from manufacturer(s).
2. The Tenderer should give a notarized affidavit that they have not been blacklisted due to quality failure for the quoted product /firm by any State Government / Central Government / its Drug procurement agencies. (Notarized affidavit as per Annexure- A) for last 3 years.
3. The Tenderer has to submit Non Conviction Certificate from State Drugs Controller and stating that no case is pending against the organization under the " Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time to time.
4. The Companies/Firms which have been blacklisted by any State Government/Central Government / its Drug procurement agencies due to quality failure of the drugs supplied should not participate in the tender.
5. Apart from submitting the tender online, the Hard copy of the tender documents have to be submitted to the Directorate of Health and Family Welfare Services, Victor Simonel Street, Puducherry or else the tender will not be considered.

6. Selection of the tenders would very much depend upon:-
 1. Efficacy/quality of the product offered
 2. The Lowest Net rate
7. Any attempt on the part of the tenderers or their agents to influence this department in their favour by personal canvassing with the officers concerned will disqualify them.

EARNEST MONEY DEPOSIT

1. Earnest Money Deposit (EMD) amount of **Rs.25,000/- (Rupees Twenty Five thousand only)** should be deposited by all the participants **without any exemption**.
2. Each tender request should be accompanied by a deposit of Earnest Money of Rs. **Rs.25,000/- (Rupees Twenty Five thousand only)** and tender fee of Rs. **1000/- (Rupees Thousand only + GST as applicable)** in the form of Demand Draft drawn on SBI "Payable at Puducherry" in the favour of Senior Accounts Officer, Directorate of Health and Family Welfare Services, Puducherry.
3. Earnest Money Deposit/Tender fee/Risk purchase payment and any dues payable to Health Institutions of Puducherry should not be credited to any specified Head of Account. Cheques/cash and term deposit will not be accepted.
4. No interest will be allowed in this Deposit. Tenders not accompanied by the Earnest Money Deposit and Tender Fee in the form specified above will not be considered. The EMD of eligible tenderers will be refunded after the contract period and after all dues, if any, has been settled by the tenderer.
5. Failure to execute the agreement within the contract period on the part of the successful tenderer or withdrawal of tender after the intimation of acceptance of tender has been sent to selected bidder or failure to comply with the contract owing to any other reason will entail cancellation of the contract. The Earnest Money Deposit paid by contractor along with tender will be forfeited to Govt. and the contractor will also be liable for all damages sustained by the Chairperson of the Tender Committee, by reason of such breach and ultimately paid by the Health Institutions of Puducherry U.T. for the items purchased at the current Market Rate. Such damages shall be assessed by the Chairperson of the Tender Committee whose decision is final and the amount so assessed is recoverable. In the event of such amounts being insufficient the balance may be recovered personally from the contractor from their properties.

SECURITY DEPOSIT

1. 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.
2. The Security Deposit shall be subject to the condition specified herein, be refunded to the tenderer within three months after the expiry of the contract period but in the event of any dispute arising between the Institute and the Tenderer, Chairperson of the Tender Committee shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other amount which may be due, at any time by the Govt. from the Tenderer.

TECHNICAL BID

1. Copy of Income Tax return Acknowledgement, PAN, GST registration / TIN should be enclosed. The list of items quoted by bidder and the name of the manufacturers for each and every item should also be enclosed with the technical bid. Samples for each and every item should be given. When the specialist committee evaluates the samples, if name of the manufacturer mentioned in the sample does not match with the name of the manufacturer mentioned in the list of items submitted by the bidder, will lead to rejection of tender submitted by that bidder.
2. The tenderer should furnish a copy of their latest manufacturing/Import Licence issued under Drugs Act with authenticated list of drugs approved Under the licence.
3. Tenderer should have Schedule M Certification for good manufacturing practices and requirements of premises, plant and equipment for pharmaceutical products & should enclose the same with the tender.

4. ONLY THOSE COMPANIES REGULARLY MAINTAINING SUFFICIENT STOCK AND READY TO SUPPLY THE QUOTED DRUGS SHOULD PARTICIPATE. THE ENTIRE SUPPLY SHOULD BE MADE WITHIN 45 DAYS FROM THE DATE OF ISSUE OF ORDER.

PRICE BID

1. Rate should be quoted including all taxes and delivery charges (Net Rate). Revision of rates will not be allowed after opening the tender. No form C & D will be issued. Price bid should be submitted online, not in technical bid.
2. Rates should be quoted as per our specification. The contract rates should include charges for door delivery of the goods at the Health Institutions of Puducherry U.T. who makes supply order. Tenderers not supplying within the stipulated period of delivery or with price variation clause and merely indicating that items will be supplied at the prevailing market rates and subject to prior sale conditions are liable to be rejected.
3. The rates quoted should be only in Indian Currency. Tenders in any other currency are liable to be rejected.
4. No tenderer shall be allowed at any time and on any ground whatsoever, for any claim for revision or modification of the rate quoted by them during the tender period.
5. The prices quoted by the tenderer shall not, in any case, exceed the controlled price, if any, fixed by the Govt. at the time of the supply of the articles to the Institute. If the price quoted is found to be in excess of the controlled price permissible under the Hoarding and Profiteering Prevention Ordinance, 1943, as amended from time to time, the contractor will specifically mention this fact in his tender along with reasons for having quoted such a higher price. The purchaser at his discretion will in such cases exercise the right of revising the price at any stage so as to conform to the controlled price or the price permissible under the Hoarding and Profiteering Ordinance, This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.
6. Tenders should be submitted only for the Drugs etc., asked for. Substitutes/Equivalents should not be offered. In case the drug asked for is not available and if rate for any of the item not quoted the column should be left blank.
7. The successful Tenderer may not sublet/outsourcing production of drugs quoted without the prior permission of the Director.
8. Tenderers should be prepared to accept orders subject to the clause for forfeiture of EMD/Security Deposit in the event of default in supplies or failure to supply within the stipulated period.
9. Free offers by the Tenderer shall not be accepted. Tenderers desiring to offer free goods/items may reduce their rates suitably while quoting.

10. Prices quoted should be on door delivery basis inclusive of all charges like packing, forwarding and duties, cess etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply of delivery during the course of execution of the contract. The GST certificate as in the specimen should be produced along with bill.

11. The Tenderer will invariably furnish the following certificate with their bills for payment.

"Certified that the goods on which GST have been charged have not been exempted from the rules made there-under and that the amount charged on account of GST on these goods are correct under the provision of relevant act or the rules made thereunder;"

Certified that we-----
are registered under Central Registration No.....for the purpose of GST

Special conditions, if any of the Tenderers or those attached with the Tenderers will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

SAMPLES

1. The free samples may be sent to the Chairperson, Tender Committee, Director of Health & Family Welfare Services, Puducherry before the last date and time mentioned in the schedule. Each sample along with the carton boxes being carefully labelled with list of items quoted by bidder, name of the manufacturer, 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. When the specialist committee evaluates the samples, if name of the manufacturer mentioned in the sample does not match with the name of the manufacturer mentioned in the list of items submitted by the bidder, will lead to rejection of tender submitted by that bidder
2. A list of all the items for which samples have been sent should be enclosed in the sample package. Companies not submitting samples along with the carton boxes will not be considered and no reminder will be sent.
3. Samples should be sent for all I.V. fluids, eye/ear drops, and other drugs specifically indicated in the tender list and should reach the Directorate before the last date. Those items for which samples are not received will not be considered in the selection process. All the tablets / capsules should be in strip packing and loose packing will not be accepted.

SUPPLY CONDITIONS

1. Orders will be placed to the selected tender parties and payment will be made to them directly. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the tender itself. Future correspondence in this regard will not be entertained.
2. Each supply and batch should be accompanied with a photocopy of quality certificate from Government approved drugs testing laboratory. Failure to comply may lead to rejection of supply. First supply of the item should accompany with manufacturing license/import license mentioning the name of the item supplied.
3. In case of quality issues, the supplied drugs, sample will be brought to testing laboratory and analysis will be done with positive and negative control in the presence of our HEALTH INSTITUTIONS OF PUDUCHERRY U.T. representative without any delay.
4. The strip and the package should clearly state the name of the manufacturer who has participated in the tender only.
5. The order will be awarded to the successful tenderer for the supply of Drugs for the specified period and the Tenderer shall supply on receipt of supply orders from the Purchase officer. A scanned copy of supply order will be sent to the manufacturer and supplier.
6. The entire supply should be executed within **45** days from the date of issue of order and within **60** days for Narcotic items. Further the tenderer should intimate to this office about the supply position within one week from the date of supply order. Failing which, it would be considered that the tenderer is not interested in executing the supply against the order and the purchase order will be awarded to next lowest tenderer.
7. All I.V. fluids unless otherwise indicated should be manufactured using FFS technology. The bottles should be well packed in sturdy boxes to withstand stacking. If packing is not satisfactory and the cardboard boxes are flimsy, the supply will be rejected.
8. Bandages /POP bandages will be tested in the Institute and only those items which are found of good quality and suitable will be included for selection. No reason will be given for rejection.
9. Proper maintenance of the cold chain during transit is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.
10. Supply of I.V. fluids should be in truck having fixed metallic roof to avoid damage during transit.

11 As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed separately.

12. Packing slip containing full details about the contents like Quantity, Batch No, and Expiry date should be pasted on every parcel.

13. Ampoules should be supplied with aluminium foils for breaking them. Each pack should contain 5 foils.

14. The company should ensure that the size of the Letter font in the strips of the Tablets capsules and in the vials and ampoules of the injections should be readable and visible to enable the Pharmacists/ Doctors/Patients to identify the drugs without difficulty failing which the drugs will be rejected.

15. Drugs etc, supplied to the Institute should be of good quality and the decision of the Chairperson of the Tender Committee in this regard is final and binding on the tenderer. If the quality of the drugs is not satisfactory and they do not meet the requirements such as maintenance of proper cold chain, the same will be rejected and the supplied item has to be removed from the institute by the tenderer or by the contractor immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of intimation letter, the supplies will not be returned to the tenderer and they will be destroyed. Any loss to the Government will be deducted from the Security Deposit submitted by the tenderer.

16. All drugs to be supplied should have aluminium foil packing not paper packing.

17. The company should ensure that the look alike drugs and sound alike drugs supplied by them should be different strip colour and size. If Health Institutions of Puducherry U.T. will receive any look alike and sound alike drugs with same strip colour and size, the supply will be rejected and purchase will be initiated from next lowest supplier and the difference in cost will be deducted from the Security Deposit submitted by the tenderer.

18. Supply orders will be sent through post followed by e-mail. The Tenders are requested to give their correct postal address and valid e-mail id to enable the delivery of supply orders. Further they are requested to see the mail regularly. Any claim regarding non-receipt of supply orders will not be entertained.

DELIVERY CONDITIONS

1. The lead time will be 45 days. Hence, the delivery must be completed within 45 days from date of the supply order. The lead time will be 60 days for Narcotic items.

2. The tenderer has to send a letter/ mail, addressed to the Head of Office of Health Institution, who made supply order, that they have received the supply order and intend to complete supply before the due date. This letter should reach head of office within one week from the date of the supply order. In case this letter is not received it will be assumed that the contractor cannot supply the items on time and

the order will be sent to the next lowest tenderer. The difference in cost i.e. Risk Purchase Amount will be deducted from the Security Deposit submitted by the tenderer.

3. Each carton box should contain only ONE drug belonging to one batch only and each drug should be packed separately. Supplies with two or more drugs packed in a single pack to save space will not be accepted.

4. The drugs and other items should be properly packed to avoid damage/shortage during transit. Damages/shortages if any found on opening the case, will be reported to you immediately/within short span and the same should be replaced at your cost. No insurance cost charges are payable.

5. Labelling on vials/ampoules/I.V. fluids and other items should be clear and legible/readable. Labels should be well stuck to the container. If not, the supply may be rejected.

6. To avoid 'look alike' drugs which create confusion to the patients in identifying the drug, the tenderer should make proper differentiation in their colour of the label so that the appearance of the products should not look similar. Failure to adhere to this condition will lead to rejection of the supply.

7. The Correct/exact name, designation, proper address, land line phone numbers, mobile numbers, fax numbers, email IDs of the contact person(s) as well as the local dealer/distributor should be clearly mentioned in a separate sheet and any change of phone numbers should be notified. The above details may be mailed to dmspdy.official@gmail.com , dmspdy.sao@gmail.com

8. Supplies should be marked to Head of Office of the Health Institutions and should be door delivered. Supplies sent on 'to-pay' basis will not be accepted. Coolie charges if any will not be borne by the Institute. Coolies should be brought by the transport agencies whenever required.

OTHER CONDITIONS

1. The Chairperson of the Tender Committee reserves the right to reject the tenders and the supply of all the items or only one or more of the items tendered for, in a Tender without assigning any reason for doing so.

2. The Chairperson of the Tender Committee will be at liberty to terminate, without assigning any reason the contract either wholly or in part on One Month's Notice. The Tenderer will not be entitled to any compensation whatsoever in respect of such termination. The contracts shall also be renewed for a further period beyond the contract time in cases where such renewal is necessary.

3. If any of the drugs which the tenderer has failed to supply, it will open to the Chairperson of the Tender Committee or to any person authorized by him on his behalf to purchase the said articles elsewhere and to deduct the difference, if any,

between the price of the Drugs and the price or prices payable under the contract from the security deposit submitted by the tenderer.

4. Any attempt on the part of the Tenderers or their Agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify them.

5. Quotations sent through E-mail will not be considered.

6. Selection of the tenders would very much depend upon

1. Efficacy/quality of the product offered

2. The Lowest Net rate

7. The validity of tender may be extended, if necessary at the discretion of the Chairperson of the Tender Committee.

SPECIAL CONDITIONS

1. All Drugs should conform to the standard required. I.P. denotes Indian Pharmacopoeia B.P. denotes British Pharmacopoeia, NFI denotes Indian National Formulary. The drugs should also comply with the standards required under rule 124 of the Drugs & Cosmetics Act 1945. Minimum content of active ingredients should not be less than the labeled amount at the time of delivery of drugs.

2. In case of Drugs with life:-

a) Stock should be supplied to the demanding Institutions from the latest batch and such stock should have a minimum life period of 18 Months. Depending upon the normal potency prescribed, supplies with a minimum life period of one year at the time of receipt will be accepted and bill will be passed only for the consumed quantity after the expiry date. Drugs less than 1 month shelf life in the stock of HEALTH INSTITUTIONS OF PUDUCHERRY U.T. should be replaced by supplier free of cost.

b) In the event of such drugs not being utilized within their life period, the tenderer should undertake to replace the unexpended stock by fresh stock without any extra cost.

c) Tenderers should clearly mention the Brand name of the drugs, etc., offered by them in their tenders. The composition of the formulations wherever possible may be furnished.

d) Packing Slip containing full details about the contents like Quantity, Batch No. and Expiry date etc. should be pasted on every parcel.

3. The Tenderer will invariably inscribe in each supply as "**SUPPLY TO GOVERNMENT OF PUDUCHERRY – NOT FOR SALE**" along with Batch No.,

Manufacturing Date & Expiry Date of Drugs. Otherwise item will be rejected. Delaying supply due to this reason will not be accepted.

4. The validity of the rates quoted should be valid for **24** months from
- a) The date of approval of rate by the Government.
 - b) The Tender submitted with rates with less than the minimum validity period, will not be accepted.

5. RATES QUOTED SHOULD BE ON DOOR DELIVERY BASIS TO THE HEALTH INSTITUTIONS OF PUDUCHERRY U.T. COOLIE CHARGES IF ANY WILL NOT BE BORNE BY THE INSTITUTE. COOLIES SHOULD BE BROUGHT BY THE TRANSPORT AGENCIES WHENEVER REQUIRED.

6. Tenderers are expected to include an empty sample carton box along with the sample drugs they have quoted for. Those without the sample drugs and carton boxes will not be considered in selection. The samples and the carton boxes should be handed over to the Directorate of Health and Family Welfare Services, Puducherry before the last date.

7. Strips, tablets, ampoules of different drugs should be visibly different in color, size and shape. If two or more drugs quoted by the tenderer in this tender look similar, the tenderer may not be selected, even if the price is lowest. Hence the tenderers are requested to make sure the tablets/capsules/ampoules do not physically resemble each other. Failure to comply will lead to orders being placed to the next lowest tenderer and the difference in amount will be deducted from the security deposit submitted by the tenderer.

8. During the delivery, if it is found that the supplies do not resemble the sample carton box which were submitted and are significantly different, the supply may be rejected and the order will be placed with the other tenderers and the difference in amount will be deducted from the security deposit submitted by the tenderer

9. Quote only those items which correspond to the specifications prescribed in the tender with regard to composition, strength, packing, formulation and other aspects. However in the absence of tenderers not quoting the exact specifications, the Chairperson of the Tender Committee reserves the right to select an item that is closest to the specifications.

QUALITY ISSUES

1. Drugs etc. supplied to the Institute should be of good quality and the decision of the Chairperson of the Tender Committee in this regard is final and binding on the Tenderer. If the quality of drug is not satisfactory and they do not meet the requirements AS PER I.P/B.P/U.S.P and proper maintenance of cold chain the same will be rejected and the supplied item has to be removed from the Institute by the Tenderer or by the supplier immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of the intimation letter the supplies will be destroyed. The drugs will not be returned to the tenderer and no claim will be entertained.

2. Each batch of supply should be accompanied with the photocopy of Quality Certificate/ Certificate of Analysis (COA) from the Government approved drug testing laboratories as per CDSCO refer: www.cdsc0.nic.in/list of approved laboratories
3. Supplies without the Quality Certificate of Analysis from the government approved drug testing laboratories will not be accepted under any circumstances and it will be treated as rejected. The Quality certificates should be sent along with supplies and a soft copy to the concerned institutions. Failure to comply may lead to rejection of supply.
4. First supply of the item should accompany with manufacturing licence/ Import licence mentioning the name of the item supplied.
5. If the quality of the drug is found to be not conforming to the prescribed quality level in the quality control test by Drug analysis Laboratory of Health Institutions of Puducherry U.T., the supply/consignment will be rejected.
6. In case of quality issues, the sample of the supplied drug will be brought to testing Laboratory and analysis will be done with positive and negative control in the presence of our Health Institutions of Puducherry U.T. representative without any delay.
7. The strip and the package should clearly state the name of the Manufacturer who has participated in the tender.
8. If the quality of the item(s) supplied found to be not of standard quality and any written complaints received from the user departments regarding the quality, and quantity item will be rejected, order will be placed with next lowest tenderer. No payment will be made even for the consumed quantity and the tenderer will be black listed for 3 years to trade with the institute.
9. If the quality of the drugs found to be not of standard quality or not conforming to the random samples of the batch, will be tested by Drug Analysis Laboratory assigned by this office and it will be compared with COA submitted by the company and action will be taken accordingly.
10. IN CASE OF POOR QUALITY OF ITEMS SUPPLIED, THE NAME OF THE TENDERER AS WELL AS THE DETAILS OF QUALITY CONTROL FAILURE WILL BE DISPLAYED ON THE WEB PAGE OF THIS DIRECTORATE'S WEBSITE.
11. THE QUALITY PROBLEMS WILL BE INTIMATED TO CDCSCO, DCGI, TNMSCAND SIMILAR PROCUREMENT AGENCIES.
12. ANY VIOLATION OF TENDER NORMS MAY LEAD TO BLACKLISTING OF THE TENDERER BY THE INSTITUTE FOR 3 YEARS.

PENALTY

1. If a Tenderer fails to supply the ordered quantity of drugs within the lead time of 45 days from the date of issue of the order, the order will be cancelled and the alternate procurement action will be taken and the difference in the cost will be deducted from the security deposit submitted by tenderer.
2. Supplies made after the stipulated period may be accepted if required, with a penalty
3. Any request for rate revision is not permitted under any circumstances after tender opening. If any supplier did not supply due to price revision, alternate procurement action will be initiated by placing the order to the next lowest firm and the difference in the cost will be deducted from the security deposit submitted by tenderer.
4. When the total penalty and the risk purchase amount exceeds the security deposit, the firm has to remit the amount by submitting Demand Draft Drawn on SBI in the Favour of Senior Accounts Officer, Directorate of Health and Family Welfare Services, Puducherry, failing which the firm will not be allowed to participate in the next tender.

DISPUTE SETTLEMENT

It is mutually agreed that all difference and disputes arising out of or in connection with this tender shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Arbitrator appointed in accordance with provisions of Arbitration and Conciliation Act, 1996, whose decision shall be final and binding on both the parties.

The legal jurisdiction will be within the Union Territory of Puducherry

BLACKLISTING

1. IF THE TENDERER(S) FAIL(S) TO SUPPLY TWO OR MORE TIMES WITHIN THE STIPULATED PERIOD OF 45 DAYS DURING THE TENDER PERIOD, THE ENTIRE LOSS AMOUNT AROUSE TO GOVERNMENT DUE TO THE TENDERER, WILL BE DEDUCTED FROM THE SECURITY DEPOSIT SUBMITTED BY TENDERER. IF THE LOSS AMOUNT EXCEEDS THE SECURITY DEPOSIT VALUE, THE EXCESS AMOUNT WILL BE RECOVERED FROM THE TENDERER. FURTHER, THE TENDERER WILL ALSO BE BLACKLISTED FOR 3 YEARS TO TRADE WITH THE HEALTH INSTITUTIONS OF PUDUCHERRY. DETAILS OF TENDERERS BLACKLISTED BY THE INSTITUTE WILL BE PUT UP IN THE INSTITUTE WEBSITE. AND IT WILL BE INFORMED TO SIMILAR GOVERNMENT PROCUREMENT AGENCIES.

2. ANY VIOLATION OF TENDER NORMS MAY LEAD TO BLACKLISTING OF THE TENDERER BY THE INSTITUTE FOR 3 YEARS.

3. IF A COMPANY IS BLACKLISTED FOR MORE THAN TWO PERIODS, THIS DIRECTORATE WILL BLACKLIST THE FIRM FOR A FURTHER PERIOD OF FIFTEEN YEARS.

POINTS TO REMEMBER

1. Listing of serial number of Drugs should follow the same serial order as in Tender Schedule.

2. Rate quoted should be F.O.R at Health Institutions Of Puducherry U.T.

3. Tenders should quote final rates. No discount/free goods/additives will be accepted.

4. Firms should quote only for the unit asked by the Department and not their own unit at any cost.

5. Plea of clerical error, typographic error etc. committed by the Tenderer would not be accepted, unless intimated prior to opening of price bid.

6. No correspondence will be entertained after opening the price bid.

7. The rates quoted by the Tenderers shall not in any case exceed the controlled price fixed by Central/State government and Maximum Retail Price (MRP). In case a Tenderer quotes a rate higher than the controlled rate, the Tender will be rejected and prevented from participating in the tender for the next three years.

8. The rates quoted should be in Indian currency only. Tenders in any other currency are liable to be rejected.

9. If the rate for any item is not quoted, the price column should be left

10. Participation in the tender implies that the participant is accepting all the Terms and conditions of the tender.
11. If the above terms and conditions are acceptable, the applicants are requested to quote the rates only in the prescribed format in the BoQ.
12. The rates quoted should be valid at least for 24 months from the date of approval of rate by the Government.
13. The total list of items quoted by the bidder should be enclosed with the technical bid along with the name of the manufacturer for each and every item.

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

(DR. K.V. RAMAN)
DIRECTOR

DECLARATION

1.	Name & Designation of the contact person with signature	
2.	Name and Address of the Tenderer	
3.	Name/ Address of the Tenderer to which supply order to be made and bills to be settled	
4.	Phone No : Land line number (functional between 9 am and 5pm)	
5.	Mobile No of contact person (available from 9am to 6pm)	
6.	Fax No of the Tenderer	
7.	Email ID of the Tenderer	
8.	Email ID of the contact person	
9.	Local supplier/Distributor in Chennai / Puducherry or any other place (complete address must be written)	

If there is any change in the above details, I will immediately intimate you by speed post or fax or email

Ihereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms & conditions of the tender and shall abide by the rules.

Dated:

Signature
(Name with designation and seal)

NB: This declaration form must be duly filled in by an authorized person not below the rank of Manager.

Annexure - A

I.....
Managing Director/Partner/Proprietor of M/s

.....having its manufacturing or import unit/ registered office at
.....do hereby declare that our company/applied items
have not been blacklisted either by any State government or Central Government
Organization or its drug procurement agencies for the following products quoted in
the tender during last three years. We are eligible to participate in the tender ref. no
..... for the following products.

Sl.No.	Drug Code	Name of the Drug

M/s.....
(Company Seal)

QUESTIONNAIRE

Sl.No	Name of the Document	Whether enclosed
1.	Copy of latest manufacturing/Import Licence issued under Drugs Act with authenticated list of drugs approved Under the licence	
2.	Authorized Dealer authorization letter (if applicable)	
3.	Notarized affidavit that you have not been blacklisted due to quality failure for the quoted product / firm by any state Government / Central Government / its Drug Procurement agencies for last 3 years. (Notarized Affidavit as per Annexure – A)	
4.	Non Conviction Certificate from State Drugs Controller and stating that no case is pending against the organization under the " Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time to time.	
5.	Hard copies of all the Tender Documents	
6.	Tender Fee and EMD by way of Demand Draft	(Please provide details)
7.	Copy of acknowledgement of Income Tax return for the year 2012-13 to 2016-17 (5 Years)	
8.	Copy of Pan card	(Please provide details)
9.	Copy of GSTIN	(Please provide details)
10.	Tenderer should have Schedule M Certification for good manufacturing practices and requirements of premises, plant and equipment for pharmaceutical products	
11.	Declaration and Annexure – A	
12.	The Terms and Conditions of the e-tender should be sealed and signed by the tenderer and to be attached with the Technical bid	
13.	The list of items quoted by the bidder along with the name of manufacturer for each and every item should be enclosed.	

*Tender will not be considered if any or all of the documents mentioned above is/are not submitted.