

**No.19591/DHFWS/2010-2011/CPC/C1/**

**GOVERNMENT OF PUDUCHERRY**

**DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES**

Ph: 0413 2249353

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Puducherry, dt.28/02/2011

**E-TENDER NOTICE**

(Electronic Tendering mode only)

On behalf of the President of India, Director of Health and Family Welfare Services, Puducherry invites online Tenders for supply of various Medicines / Surgical Instruments and Appliances / Laboratory Items and Hygiene chemicals and Radiological items to Govt. Medical Institutions lying in Puducherry, Karaikal, Mahe & Yanam Regions for a period of one year from the date of acceptance of tender. The participation of the firms is restricted to original Manufacturers of Drugs/Authorized Distributor/Agents/Wholesale Distributors, Original importers of Drugs for quoted items.

- a) Parties regularly maintaining sufficient quantity and ready to supply the drugs should only quote. Rate quoted should be on door-delivery basis. Orders will be placed with selected tender party.
- b) Parties should have G.M.P. certificate as per WHO guidelines and Schedule 'M' and should enclose the same with the tender.
- c) The firms who have enrolled their rates with DGS & D rate contract may send a copy to this office.

The tender documents are available on website - [www.eproc.puducherry.in](http://www.eproc.puducherry.in) / <http://health.puducherry.gov.in>. Interested vendors may register in the eTender portal and obtain the USER ID and Password after payment of requisite fees to KEONICS, 29/1, Race Course Road, Bangalore - 560 001. The Registration Charges- Rs.1,105/- is to be paid by DD in favour of K.S.E.D.C Ltd, payable at Bangalore.

The tender forms will be electronically issued to vendors only on receipt of Tender fee of `225/- (incl. of VAT) and EMD for `5,000/- drawn separately in favour of the Senior Accounts Officer, Directorate of Health and Family Welfare Services Puducherry, payable at Puducherry. CASH/CHEQUE/POSTAL ORDERS/TELEGRAPHIC MONEY ORDER WILL NOT BE ACCEPTED. The DDs should be submitted to the Directorate of Health and Family Welfare Services, Puducherry - 605 013 on or before 21.03.2011 up to 4.00 PM

**For Registration, the Following Documents are required :-**

- i) Registration form.
- ii) Copy of Drug manufacture/import/sales licenses etc.
- iii) Copy of Sale tax Registration, PAN

Tender should be submitted online in prescribed form. Last date of submission of tender in eTender site is 28.03.2011 upto 12.00 p.m. The eTenders will be opened on 28.03.2011 at 2.30 p.m. In case 28.03.2011 happens to be a holiday for unexpected reasons, the tender will be opened on 29.03.2011 at 2.30 p.m.

For assistance in eTendering, vendors may please contact the service provider M/s KEONICS on Ph:080-4048 2000 / Mob : 09686196760, 9865370307 Email : [etendershelpdesk@gmail.com](mailto:etendershelpdesk@gmail.com).

(Dr. DILIPKUMAR BALIGA)  
DIRECTOR

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

Tender for the supply of Medicines/ Surgical Instruments & Appliances/ Lab. Items & Hygiene Chemicals / Radiological items to Govt. Medical Institutions in Puducherry, Karaikal, Mahe & Yanam Regions for a period of one year from the date of acceptance of tender.

**Important Note:**

1. The following Demand Drafts and Documents are Essential Requirements to reach the Directorate of Health and Family Welfare Services, Puducherry Housing Board, Opp. LIC Office, New Saram, Puducherry – 605 013 on or before 21.03.2011 upto 4.00 PM

- i) **Tender Fee of ` 225/- drawn in favour of the Senior Accounts Officer, Directorate of Health and Family Welfare Services, Puducherry.**
- ii) **EMD of ` 5,000/- drawn in favour of the Senior Accounts Officer, Directorate of Health and Family Welfare Services, Puducherry.**
- iii) **Write company's name behind each DD.**

2. The following Documents are required to be submitted along-with the DDs:-

- i) Form A duly filled and signed
- ii) Copy of Drug manufacture/import/sales licenses etc
- iii) Copy of Sales Tax Registration and PAN
- iv) Questionnaire

3. The rate should be quoted for inclusive of all taxes and other charges.

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

Terms and Conditions of tender for the supply of Medicines/ Surgical Instruments & Appliances/ Lab. Items & Hygiene Chemicals / Radiological items to Govt. Medical Institutions lying in Puducherry, Karaikal, Mahe & Yanam Regions for a period of one year from the date of acceptance of tender.

1. Notice is hereby given that Tenders should be submitted online in prescribed form upto 12.00 PM on 28.03.2011 website – [www.eproc.puducherry.in](http://www.eproc.puducherry.in) / <http://health.puducherry.gov.in> as specified in the attached schedule. Tenders will be opened at 2.30 PM on 28.03.2011.

2. (a) The Chairman, Tender Committee, is competent to accept a tender in whole or in part.

(b) The Chairman, Tender Committee, shall have the right to reject any/all the tenders without assigning any reason thereon.

3. Every tenderer must go through the terms and conditions carefully and understand them before submitting his tender. No excuse that the conditions have not been read or understood will be entertained later.

4. Telegraphic tender/tender through fax will not be considered.

5. The schedule of medicines/surgical instruments and appliances/lab items and hygiene chemicals/radiological items attached gives only estimated requirements of the various institutions. Notwithstanding the estimate or probable quantity or number indenting officers of Directorate of Health & Family Welfare Services 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.

6. Original Manufacturer/Importer of drugs/Repacker of drugs, having valid licence under Drugs Act shall only quote their rates.

7. Tender has been called for in the generic names of drugs. The tenderer should quote the rates for the generic products. The composition of the products, in the case of variation should be specified.

8. The tenderer may directly or through their authorized agent/distributor/dealer supply drugs and medicines and other items listed in the tender, manufactured by them and the bills settled accordingly. The nomination/authorization should be received along with the tender. Only one agent/distributor/dealer shall be nominated. The proper address, phone number, fax numbers, email IDs and contact details of the firm as well as the local dealer/distributor should be clearly mentioned and any change of phone numbers notified.

9. Rates should be quoted in total inclusive of tax (VAT, CST, Excise Duty and Delivery charges etc.) and other charges. No form “C” or “D” will be issued.

10. The Tenderers are requested to retain a copy of the Tender Schedule indicating the rates offered by them for various items in the Schedule.

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

12. Each tender should be submitted online in prescribed form on or before 28.03.2011 upto 12.00 PM.

13. **Manufacturers of not less than five years standing should participate.** They should also enclose the profit and loss accounts and balance sheet with all details about their total production, product ranges, sales for the last five years. Also they should attach their certificate with regard to the status of the SSI unit registered with NSIC or with Director of Industries, Puducherry to claim the benefits under SSI.

14. The tenderer should produce a certificate from the Drugs Controller of the State concerned stating that the Drugs for which he is offering tender are manufactured under a valid licence issued under the Drugs and Cosmetics Act. The firm should furnish an attested photocopy of the current Drug Manufacturing Licence under the Drugs Act along with the list of Drugs authorised to manufacture. *The item quoted should be highlighted in the manufacturing list*

15. The institutions will resort to purchase their requirements from CPC rate contract firms only when these items are not available with approved DGS&D rate contract firms/PPP under CPSEs and Govt. of India undertaking firms.

16. The brochures, leaflets of products, if any available may also be produced.

17.

a) Earnest Money Deposit (EMD) at the rate of ₹ 5,000/- should be deposited by all the participants. Otherwise, the tender will be rejected by the Tender Committee without notice. Bank guarantee will not be accepted for EMD. The amount should only be paid either by Bank draft/Bankers Cheque **payable to The Senior Accounts Officer, Directorate of Health & Family Welfare Services, Puducherry at State Bank of India, Puducherry. Fixed/Term deposits will not be accepted for EMD**

b) The Earnest Money will be returned to unsuccessful tenderer but retained in the case of successful tenderer to be adjusted towards security deposit required to be paid by the successful tenderer for the due fulfilment of the contract.

18. Each tenderer, whose tender is accepted, should remit Security Deposit within 10 days from the date of receipt 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 higher 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 & Family Welfare Services, Puducherry within the stipulated period will result in the forfeiture of EMD. Fixed/Term Deposits will not be accepted. Interested parties can furnish Bank Guarantee from a Nationalized Bank for the appropriate amount towards Security Deposit valid for a period of **18 months** from the date of issuance of the Bank Guarantee.

19.

(a) 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 them 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 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 the part of the tenderer to abide by these terms and conditions, may result in the cancellation of the contract.**

(b) In the case of Small Industrial Units registered with the National Small Industries Corporation/Director of Industries, Puducherry, a Photostat copy of the

certificate issued by NSIC/Director of Industries, 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.

(c) No exemption from payment of Security Deposit will be allowed to the Small Scale Units which are not permanently registered with NSIC or Director of Industries, Puducherry.

20. 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 or any of the terms and conditions of the agreement, it shall be lawful for the chairman, Tender Committee, or any person authorised by him on his behalf, to purchase elsewhere and from 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.

21. The tenderer is at liberty to quote one or more or all the items. The rates of the items will be considered separately and individually.

22. 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.

***23. The rates quoted should be valid for acceptance for a period of 120 days from the date of opening of the tenders and once accepted should be firm and unaltered during the contract period.***

24. No contractor shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rates quoted by him 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 the opening of the tenders. Conditions such as SINGLE QUOTATION SUBJECT TO AVAILABILITY OF STORES, "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 summarily rejected without any further correspondence. However, change in the Excise Duty will be considered if supported by authenticated proof.

25. Rates should be quoted separately for each item, according to the unit asked together with composition, strength presentation and related pamphlets. Tender not stipulating period of delivery and the tender with price variation clause/subject to prior sale conditions are liable to be rejected. Rate quoted should be FOR destination without SPECIFYING ANY VALUE AND SHOULD COVER EXCISE DUTY, ALL INCIDENTAL CHARGES, PACKING, FORWARDING AND INSURANCE ETC.

26. Supply should be made within 15 days from the date of receipt of supply order.

27. The tenderer will invariably inscribe in each supply "supply to Govt. of Puducherry 2010-2011 - Not for sale". The date of manufacturing, date of expiry and the batch no. shall also be inscribed.

28. In the event of such drug not being utilized within the life period, the firm should undertake to replace the stock at no extra cost.

29. The tenderer should clearly mention the names of the drugs offered by them in the tender. The composition of the formulations wherever possible shall be furnished. The tenderer should specify the patent name, the name of the manufacturer and the product offered by him.

30 Selection of tenders would very much depend upon the efficacy/quality of the products offered.

31 Free sample of each of the items tendered may be sent to the Chairman, Tender Committee, Directorate of Health & Family Welfare Services, Puducherry. Each sample being carefully labelled with the name of the manufacturer and item number. A list of all the items for which samples have been sent should be enclosed. Full particulars of the make, brand name, specification etc. should be noted in the tender. Samples supplied by the tenderer will be retained by the Directorate of Health & Family Welfare Services.

32 The contractor shall be bound to deliver all the articles in such quantities or numbers and within such time as Chairman, Tender Committee/Indenting Officers of Health Department shall from time to time direct during the contract period. All articles shall be subject to inspection and acceptance or rejection by the Chairman, Tender Committee or by procuring officer.

33 Packing of tablets should not exceed 100 Nos. It should be in multiples of 10 tablets or maximum of 100 tablets i.e. 10x10 tablets or 10x100 tablets **and in strip packing.** In respect of LAB items wherever 'KIT' is mentioned actual 'ML' should be quoted. All containers ie. bottles, ampoules, strips, vials, tins, cartons, tubes, sachets etc. must be pilfer proof and should comply with statutory regulations 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 2009-2010 - Not for sale." **Loose packing will not be accepted.**

34 Each packing shall conform to the labelling provisions of the Drugs and Cosmetics Act 1940 and Rules there under. Any misbranded 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.

35. All articles supplied by the contractor which in the opinion of the Chairman, Tender Committee/Indenting Officer, are found faulty or unfit for use shall be rejected. The opinion of Chairman/Indenting 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.

36 All articles or materials supplied in lieu of or in substitution of rejected articles shall in like manner be subject to inspection or rejection and removal as often as the Chairman, Tender Committee/Indenting Officer shall consider necessary.

37. No article bearing logo-gram of any other state/UT other than that of the manufacturer will be accepted.

38. Each supply and batch should be accompanied with a photocopy of quality certificate from Govt. approved Drugs Testing Laboratory.

39 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 and they are subsequently found to be in bad order, unsound, unmerchantable 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 contractor 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 Govt. in consequence of the termination which may be recovered from the security 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.

40. 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.

41 Any attempt on the part of the tenderer or their agent to influence the department will disqualify the tender.

42. The tenderer will invariably furnish the following certificates with the 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 provisions of the relevant act, or the rules made there-under.

b. Certified that the firm is registered under Central Registration: .....

43 Tender should be submitted only for Medicines / Surgical instruments and appliances/Lab items and Hygiene Chemicals/Radiological items asked for. Substitute/equivalent should not be offered. In case the Drugs, chemicals etc. asked for are not available, the tenderer should notify against these items as "Not Quoting".

44. The contract should not be sublet without the permission of the Chairman, Tender Committee.

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. All Drugs, chemicals should conform to the standard required under rule 124 of the Drugs Act, 1946.

47. The Price quoted by the tenderer shall not in any case, exceed the control price, if any fixed by Central/State Government. If the 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. This 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 Chairman, Tender Committee immediately of such reduction in the contracted price. The Chairman, Tender Committee is suo moto empowered to effect such reduction as is

necessary in the contracted rate or in case the tenderer fails to notify or fails to agree for such reduction of rates.

48. In case of drugs with life, stock should be supplied to the institution from the latest batch and such stock should have a minimum life period of 18 months.

49. The tender should accompany the questionnaire with undertaking enclosed duly filled and signed. Failure to do so, will lead to non-consideration of the tender.

**(DR. DILIPKUMAR BALIGA)**  
**DIRECTOR**



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

**ANSWER THE QUESTION IN FULL  
(OTHERWISE APPLICATION WILL NOT BE CONSIDERED)**

1. Name and address of the Tenderer firm :
  
2. Whether the Tenderer is a manufacturer/  
Importer / Repacker, If any one of the above  
Reference to Licence under Drugs &  
Cosmetics Act (copy to be enclosed with  
the list of Items approved for manufacturing  
/ sales
  
3. Please enlist quality control facilities  
available with the manufacturer/tenderer :
  
4. Are the drugs available in local market.  
If so give the name of the retail outlet :
  
5. Name of your bankers and address and the  
persons on whose name the account is  
opened. :
  
6. a) Whether registered with DGS&D?  
(Enlistment certificate to be enclosed) :

Note: This is not applicable to  
Repacking firms offering tenders.

b) Whether permanently registered with

i) NSIC

or

ii) Industries Department, Puducherry  
(Enlistment certificate to be  
enclosed)

7. Any other documents to confirm reliability  
of the tenderer firm. :
  
8. Are you supplying items to the Hospital  
under the control of this Directorate in  
any other name? If so, give details :

9. i) Have you attached the Income Tax Clearance Certificate for the period 2005-2006 to :  
2009-2010

ii) Non assessee certificate. :

10. No. of items quoted. :

11. Whether E.M.D. is enclosed? if so details :  
(Rs. in words) Name of the Bank with  
address

12. Whether Non-Conviction Certificates :  
enclosed

13. PAN No. allotted under Income Tax Dept. :

I/We, the \_\_\_\_\_ do hereby declare that we have carefully read all conditions of the Tender Schedule of Directorate of Health and Family Welfare Services, Puducherry for Tenders floated for the supply of Medicines/Surgical instruments and appliances/Lab items and hygiene chemicals/Radiological items for the use of Medical Institutions lying in Puducherry, Karaikal, Mahe and Yanam Regions for the period of one year from the date of acceptance of tender and abide by all the conditions set forth therein.

SIGNATURE

SEAL OF THE FIRM: