



No. 0001/PSHS/SKILL LAB/P1/2018-2019
PONDICHERRY STATE HEALTH SOCIETY
GOVERNMENT OF PUDUCHERRY

Directorate of Health Complex 2nd Floor, Victor Simonel Street, Puducherry – 01.

email : nrhmpudicherry@yahoo.co.in, Ph : 0413-2224039/2224059.

Website : <https://health.py.gov.in> and <http://nhmpuducherry.org.in>

Dated: 23-10-2018.

NOTICE INVITING e-TENDER

On behalf of the President of India, tenders are invited through e-Tendering by the Mission Director, Pondicherry State Health Society, Directorate of Health Complex, 2nd floor, Victor Simonel Street, Puducherry -01 from reputed manufacturers or their authorised dealers / importers for supply of list of Skill Lab detailed in the Annexure for Health Institutions of U.T. of Puducherry

The Bidder, after having a valid Digital Signature Certificate (DSC) can obtain the USER ID and Password from NIC, Puducherry, with which only, the bidder be able to download the Press Notice; Notice Inviting Tender and other related documents and upload the bid documents on-line on the official website <https://pudutenders.gov.in>. The tender details, terms and conditions and time schedule may also be downloaded from the website <https://www.nhmpuducherry.org.in> for reference only. For further details and assistance in e-bidding, the Tenderers may contact the "e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. The Help Desk number is (0413 – 2222025). For their own benefit, it is suggested that the Tenderers may contact the above telephone number for training.

The Bidder who had downloaded the Tender Schedule from the website shall submit the Tender Bids on-line before the scheduled time of submission. The tender forms will be electronically issued to Bidders. The Bidders must pay **Rs.1000/-** as Tender Fee in the form of Demand Draft drawn on any nationalized bank, in favour of the Pondicherry State Health Society, Puducherry -01. The Tender fees must be submitted along with the submission of Technical Bids.

1. The Bidders must pay the EMD of Rs. 62,500.00/- in the form of Demand Draft drawn on any nationalized bank, in favour of the Pondicherry State Health Society, payable at Puducherry". The EMD must be submitted along with the submission of Technical Bids.

The Technical Bid should be submitted to the Podicherry State Health Society, Directorate of Health Complex, 2nd Floor, Rue Victor Simonel Street, Puducherry – 1, in a sealed cover superscribing the **name of the equipment of SKILL LAB on or before 13-11-2018 up to 17.00 Hrs.**

The details of Tender Schedule are given below:

S.No.	Subject	Timeline
1.	Downloading of Documents	From 23-10-2018 @ 10 hours to 13-11-2018 @ 16 hours.
2.	Last date for Submission of Tender online	13-11-2018 @ 16 hours.
3.	Last date for Submission of Tender Document Fee, EMD, Technical Bid	13-11-2017 @ 17 hours.
4.	Date for Opening of "Technical Bid" by the Committee	21.11.2018 @ 11 hours
5.	Date for Opening of "Financial Bid" online by the Committee	Will be intimated Later
6	Pre Bid meeting	01.11.2018 @ 11 hours

{If any of the days happen to be a holiday, the next working day will be the date for item No.3, 4 &5}

Tenderers are requested to stick on the date and time limit specified above strictly.

The Mission Director reserves the right to change the opening time and date of the Tender for administrative reason by notifying the same in the website. The Department will not be liable for any delay in submission of tender and system errors.


Dr. K.V. RAMAN
MISSION DIRECTOR



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Dated: 23-10-2018.

Terms and Conditions of Tender for the Supply of SKILL LAB in the for use in the 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 upto 16.00 hrs on 23.10.2018 in official website <https://pudutenders.gov.in> as specified therein. The tender details, terms and conditions and specifications, time schedule may also be downloaded from the website <https://www.nhmpudicherry.org.in> for reference only.
- 02) Tenders will be opened by the Tender Committee on the scheduled time, by the Pondicherry State Health Society, Directorate of Health Complex, 2nd Floor, Rue Victor Simonel Street, Puducherry – 1.
- 03) The Chairperson, Tender Committee (Mission Director of Pondicherry State Health Society) 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 Tenderer shall be the manufacturer of the item offered. Authorised Dealer of the manufacturer and Direct Importer may also offer. The Authorised Dealer shall enclose to the Tender, a copy of the letter of appointment as Authorised Dealer issued 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 license issued by the competent authority.

06) Company participating in the tender should have adequate experience in the supply, erection / commissioning of the equipment. Similar equipments should have been supplied to reputed hospitals / medical colleges. List of Colleges / Hospitals where such equipments have been supplied in the last five years should be enclosed along with Performance Certificate from such Hospital / College on the satisfactory maintenance of the equipment supplied / commissioned / maintained. In case of imported equipment, third party Inspection Report must be produced along with the supply of the equipment.

07) Tender should be submitted only for the Equipment and Instrument asked for, as per technical specification given in the annexure. When the offer is for an item having different specifications / features / functions, the difference between the item called for and the one which is offered by the tender shall have to be **highlighted** in the offer itself. The advantages shall also be mentioned.

08) The schedule of equipment and instrument attached, gives only estimated requirements of various institutions. Notwithstanding the estimate or probable quantity or number, the Chairman, Tender Committee / the Indenting Officers of Mission Director, Pondicherry State Health Society, Puducherry has the right to order any quantity or any number of the articles mentioned in the schedule from time to time or not to order any quantity or any number of any such articles at all during the period of contract.

09) **The brochures/leaflets of products shall also be enclosed with the tender.**

10) Any attempt on the part of the Tenderer or their agent to influence the department will disqualify such tender.

11) The tenderer should produce **attested photocopy** of the current manufacturing licence issued by the competent authority including its period of validity.

12) The tenderer must pay Rs.1000/- as Tender Fee in the form of **Demand Draft drawn on any nationalized bank, in favour of the Pondicherry State Health Society, Payable at Puducherry**. The name of the firm has to be written on the reverse of the Demand Draft without fail. The Tender fees must be submitted along with the submission of Technical Bids.

13. The tenderer must pay the **EMD of Rs 62,500 /- Demand Draft drawn on on any nationalized bank, in favour of Pondicherry State Health Society, Payable at Puducherry.** The name of the firm has to be written on the reverse of the Demand Draft without fail. The EMD must be submitted along with the submission of Technical Bids.

14) The earnest money will be returned to the unsuccessful tenderers, but retained in the case of successful tenderer to be adjusted towards security deposit required to be paid by the successful tenderer for due fulfilment of the contract.

15) The Tenderer whose tender is accepted should remit security deposit within 10 days (ten days) from the date of receipt of intimation of acceptance of his tender. An amount equal to 5 % (five percentages) of the value of estimated quantity of the selected items should be paid as Security Deposit. The Security Deposit will be rounded off to the next hundred rupees. Non-payment of security deposit by means of **Demand Draft drawn in favour of the Pondicherry State Health Society at Puducherry** within the stipulated period will result in the forfeiture of E.M.D. Interested parties can furnish Bank Guarantee from a Nationalised Bank for the appropriate amount towards Security Deposit valid for a period of **40 months** (forty months) from the date of issuance of the Bank Guarantee. In respect of foreign companies, 10 % (ten percentage) Bank guarantee on the basis of L.C covering the warranty period of minimum 3 years (three years) should be produced towards Security Deposit. The successful tenderer should convey acceptance of the approved tender within 15 days (fifteen days) from the date of receipt of approval intimation from the Department.

16) No interest will be allowed on Security Deposit / E.M.D. The Security Deposit will be returned only after the expiry of the warranty period. If the contractor fails to supply (including installation and commissioning wherever necessary) the equipments 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 the equipment elsewhere and from person or persons other than the contractor and to collect from the contractor the difference of cost between the



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price of equipment purchased and the price or prices payable under the contract for such equipments.

17) Income Tax Clearance Certificate for the last five years i.e., from 2013 – 2014 to 2017-2018 should be enclosed to the tender, failing which the tender will be rejected. If the tenderer is not an Income Tax assessee, a non-assessee certificate issued by the Income Tax Department should be enclosed. **Permanent Account Number (PAN)** of the Income Tax should be furnished.

18) **In the case of imported item, the price quoted should be inclusive of Freight and Insurance Charges.** The Indian customs tariff number under which the customs duty or excise duty has been assessed should also be indicated. The Customs Duty Exemption Certificate will be issued by the Competent Authority of the Union Territory of Puducherry towards the exemption from the payment of Customs Duty in respect of SKILL LAB to be supplied to the Health Institutions in the U.T. of Puducherry. Basic Customs Duty and Special Additional duties, (if any) to be payable shall be mentioned clearly in the Price Bid. **The tenderer should note that the Government do not undertake to provide import licence and the acceptance of any tender shall not imply such an undertaking on the part of the Government.**

19) i) In case of Imported items, the supplier should arrange for Customs Clearance at their expenses.

ii) Demurrage Charges and Incidental Charges (if any), shall be borne by the Supplier.

iii) The Consignment shall be transported to the place of installation / commissioning at the risk and expense of the Supplier.

20) The supply should be made at the supplier's own risk for damages and breakages occurring in transit, the articles thereof should be replaced. No insurance charges are payable.

21) The equipment shall be installed and commissioned by the trained engineers of supplier firm, free of cost. The date of supply, installation and commissioning of the machinery and equipments, should be specified.

22) The firms should quote the basic price of the items separately and the other taxes and duties only as mentioned in the Bill of Quantity (BOQ) of the Tender Schedule.

23) The rate quoted should be valid for acceptance for a period of 180 days from the date of opening the tender and once accepted should be firm and unaltered during the contract period. Which is one year from the date of acceptance.

THE FIRMS ARE REQUIRED TO QUOTE THEIR LOWEST RATES COMPARABLE TO THE RATE QUOTED FOR OTHER INSTITUTIONS ELSEWHERE. THE QUOTED RATE, IF FOUND AT A LATER DATE TO BE HIGHER COMPARED TO THE RATES OFFERED TO ANY OTHER INSTITUTION, THE DIFFERENCE IN COST WILL BE LIABLE TO BE RECOVERABLE / ADJUSTED FROM THE SUBSEQUENT PAYMENTS INCLUDING SECURITY DEPOSIT ETC., TO THE SUPPLIER FIRM.

24) No contractor shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by him during the currency of the contract period. Conditions such as "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 tender containing such conditions shall be summarily rejected without any further correspondence.

25) Tender not stipulating period of delivery and tender with price variation clause / subject to prior sale conditions shall be rejected.

26) **Exact amount / rate to be quoted, should be quoted in Indian currency, by the firms and no change at a subsequent date is allowed due to the change in the convertibility of Indian rupees.**

27) Test Certificate of the Manufacturer should be furnished along with the supply.

28) Equipment should be delivered within a period of 2 months (two months) from the date of issue of supply order. In case of delayed delivery, penalty at the rate of 1 % per week, of cost of the items not supplied will be levied. If the delay exceeds 4 weeks, the order will be treated as withdrawn; unless otherwise the delivery time is extended by the indenting officer.

29) **Demonstration shall be arranged at free of cost after installation / supply.**

30) **Training of personnel shall be arranged at the place(s) where such equipment functions, at the expenses of the supplier.**

31) **Selection of tenders would very much depend upon the efficacy / quality of the products offered. Sample / Demonstration if required, should be produced / arranged before the Chairman at the expense of the tenderer / contractor. The contractor shall be bound to deliver all the articles in such quantity or numbers and within such time as the Chairman, Tender Committee / Indenting Officer shall from time to time direct during the currency of the contract. All articles shall be subject to inspection and acceptance or rejection by the Chairman, Tender Committee / Indenting Officer.**

32) The price to be quoted shall be "Firm" in all respects and for delivery F.O.R destination - PUDUCHERRY and should cover Excise Duty, Packing, Forwarding, Transportation, all incidental charges and insurance etc., No advance payment will be made except, for import items for which L.C has to be opened.

33) All items should be supplied strictly in accordance with the approved specifications. The article supplied by the Contractor which in the opinion of the Chairman, Tender Committee / Indenting Officer is found faulty or unfit for use shall be rejected. The opinion of Chairman thereon in all respects will be final and conclusive and altogether operative and binding on the contractor and shall not be open or subject to question or dispute by the contractor on any ground whatsoever. If the equipments are not satisfactory and do not meet the specification offered by the firm the same will have to be removed from the institution immediately after receipt of intimation at the firm's own expenses. If not the equipment will be sent to the firms' by this Directorate & the charges towards transport and other incidental charges will be recovered from Security Deposit amount paid by the firm.

34) The equipment / article supplied in lieu of or in substitution of rejected equipment shall in like manner be subject to inspection or rejection and removal as often as the Chairman, Tender Committee, shall consider necessary.



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35) 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 the equipment supplied by the contractor has been partially or wholly used in the offices and subsequently found to be inferior in quality or description or are not in accordance with the specification or otherwise faulty or unfit for or unwholesome, then the contract price or prices of the equipment will be recovered from the contractor, if payment had already been made to him. Otherwise contractor will not be entitled to any payment whatsoever. 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 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.

36) The firm (Supplier) shall submit bill (in duplicate) along with an advance stamped receipt immediately after execution of the supply order in full, for arranging payment. The payment will be made on receipt of said equipment at site in good condition / commissioning of the equipment and inspection of the Technical Advisory Committee, subject to fulfillment of all other terms and conditions of agreement to be entered into subsequently.

37) PAYMENT TERMS: Payment shall be made on receipt of the equipment on installation and in good working condition as detailed below:

a)	On installation and in good working condition	50 %
b)	Within 6 months 1 st payment	25 %
c)	In the Next financial Year	25 %

38) The tenderer shall invariably furnish the following certificates with their bills for payment



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- 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 Goods Service Tax (GST) Registration.
- 39) The supplier should extend the technical support during the contract period. Undertaking to this effect will also be a condition for evaluating the tender.
- 40) **In case of any difference or dispute arising in connection with this contract, all legal proceedings relating to the matter shall be instituted only in the court within the jurisdiction of the Union Territory of Puducherry.**
- 41) **The tenderers should not impose their own condition.** They should abide by the terms and conditions of tender call. No tender with their own condition will be considered at all under any circumstances. All documents catalogue description about the equipment etc., should be furnished along with the technical bid.
- 42) The tender should accompany the Questionnaire with the undertaking enclosed duly filled and signed. Failure to do so, will lead to non-consideration of the tender.
- 43) **The BOQ templet must not be modified/replaced by the bidder and the same should be upload after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.**
- 44) **EVALUATION OF BIDS: The Committee constituted by the Department will evaluate the Technical Bid. The specification offered by the companies will be evaluated based on the specification of the Department. Based on the Technical Evaluation, the Financial Bid of such short-listed companies will be opened for further evaluation. The bidders or their representatives shall be called for opening of the Technical Bid**



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45) Tender (for Technical Bid) should be submitted in one single cover superscribing the **name of the equipment separately in each for the above equipment's** should reach Chairperson, Tender Committee, Pondicherry State Health Society, Directorate of Health Complex, Rue Victor Simonel Street, 2nd Floor, Puducherry- 01 **before 13.11.2018 at 17.00 Hrs.**



**Dr. K.V. RAMAN
MISSION DIRECTOR
TENDER COMMITTEE**



**MISSION DIRECTOR
Puducherry state health society**