



ESIC HOSPITAL, ADITYAPUR / क० रा० बि० निगम अस्पताल, आदित्यपुर,
(Under Ministry of Labour & Employment, Govt. of India)
JAMSHEDPUR, JHARKHAND-831013 / जमशेदपुर झारखण्ड :831013
An ISO 9001:2008 Certified Hospital
Phone: 0657-2383101; Fax: 0657-2383866



Tender No. – 603-U-16-53-09-LP -2009-

Date: - 25/07/2011

TENDER NOTICE

From: -

**The Medical Superintendent,
ESIC Hospital, Adityapur – 01,
Jamshedpur (Jharkhand).**

Sub: - Invitation to tender for empanelment of Local Chemist for local purchase of Drugs ,Dressings and Disposables, Lab Kits & Chemicals/Glass Wares/X-ray films & chemicals, Other items.

Sir(s),

The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur invites sealed quotation from eligible local chemist/agency for supply of **Drugs ,Dressings and Disposables, Lab Kits & Chemicals/Glass Wares/X-ray films & chemicals, Other items.** (specification and/or quantity detailed in the tender form).

The tender document containing eligibility criteria and terms and condition can be obtained on payment of **Rs. - 100/- (Rupees one hundred only) non refundable in the form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur, Bazaar branch** from the office of ‘The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur’ on all working days (Monday to Saturday) from **10:00am to 01:00pm**. Interested parties may submit sealed tender to the undersigned latest by **16/08/2011 till 01:00 pm** along with **EMD of Rs.35000.00 (Rupees Thirty five thousand only) in form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur, Bazaar branch**. The tender will be opened on **16/08/2011at 02:30pm**

. The tender document may also be downloadable from the website www.esic.nic.in. In case tender document is download from website cost of tender document i.e., **Rs. - 100.00 (Non – refundable) in form of DD in form of ESIC fund A/c No. – 01 is to be submitted along with EMD.**

Tender Schedule:-

- **Date of issue tender form-** **26/07/2011(10 am to 01.00 pm)**
(All working days from Monday to Saturday).
- **Last date and time of receipt of tender-** **16/08/2011 till 01.00 pm**
- **Date of opening of tender-** **16/08/2011 at 2.30 pm.**

(Note: -The envelope containing the tender as well as subsequent communication should be addressed and delivered to “The Medical Superintendent”, ESIC Hospital, Adityapur, Near Ashiana Trade centre, Jamshedpur. All communication must be addressed to the officer named above by title and not by name)

A. TENDER DOCUMENT AND TERMS & CONDITION:-

Brief Details: -

The tender is being invited for empanelment of local chemist for supply of Drug & Dressing and other items from eligible tenderer as per terms and condition attached:-

Date of issue of tender paper:-	26/07/2011(10 am to 1 pm) (All working days from Monday to Saturday)
Last date of submission of tender paper:-	16/08/2011 till 01.00pm
Date & time of opening of Tender:-	16/08/2011 at 2.30 pm
Earnest Money:-	Rs. 35,000 (Thirty Five thousand)
Security money:-	Rs. 1,25,000 (One lakhs twenty five thousand)
Tender Document Fee:-	Rs. 100.00 (Non Refundable)

B. THE ELIGIBILITY CRITERIA:-

1. The tenderer should pay tender document fee of Rs.- **100/- (Non refundable)**
2. The tenderer should deposit EMD of Rs.- **35,000/.**(Thirty five thousand)
3. Duly signed original tender document.
4. The tenderer should possess valid drug license.
5. The tenderer Firm/company/agency/sole proprietor established should be established at least 5 years back(from the date of publishing of tender document) and there should be no case pending under the Drugs & Cosmetics Act & Rule there under as well as under Drug price control order against the tenderer during last five years. **Self declaration must be furnished in this regard.**
6. The tenderer firm/company/agency/sole proprietor must possess a valid trade license.
7. The tenderer firm/company/agency/sole proprietor must have sales tax/VAT registration certificate.
8. The tenderer must possess bank A/c in SBI or other nationalized bank for ECS/RTGS purposes.
9. The tenderer should have annual turnover of **Rs. 2(Two) crores** or more during last three completed financial year duly certified audited copy of annual report along with profit/loss balance sheet.
10. The supplier must have branch shop/service center in Jamshedpur. The name, address, Phone No., fax no. etc. of the branch/shop/service centre as the case may be) in Jamshedpur within **8 km** from this hospital.

Copy of requisite documents (Dully attested in case of photocopy) in support of above mentioned eligibility Condition may be enclosed with the tender.

C. GENERAL INSTRUCTION

1. TENDER DOCUMENT FEE:-

The tender document containing eligibility criteria and terms and condition can be obtained on payment of Rs. - 100/- (Rupees one hundred only) non refundable in the form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur, Bazar branch from the office of ‘The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur’ on all working days from 10:00am to 01:00pm. The tender will be opened on 16/08/2011 at 2.30 pm. The tender document may also be downloadable from the website www.esic.nic.in . In case tender document is download from website cost of tender document i.e., **Rs. – 100.00 (One hundred only) non - refundable in form of DD in favour of ESIC fund A/c No. – 01 is to be submitted along with EMD.**

2. **EMD (EARNEST MONEY DEPOSIT):-**

The tenderer shall have to deposit an amount of **Rs. 35000/- (Rupees thirty five thousand only)** in the form of demand-draft, drawn in favour of ESI fund A/c No – 1, payable at SBI, Adityapur bazaar branch as earnest money with their tender. In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

3. **PREPARATION OF TENDER:-**

- a) The tender form containing the Terms and Condition and the schedule should be returned in original, intact, after filling up the form and signing in full on each page, whether you are quoting for any item or not, failing which the tender will be liable for rejection. If any item in the schedule is not being tendered for the corresponding space against the item should be defaced by some such words as ‘**not quoting**’.
- b) In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the tender number and be fully signed by you. In such cases, reference to the additional pages must be in the tender form.
- c) If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the tender.

4. **SIGNING OF TENDER:-**

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for the tender are not fully filled in.
- b) Individuals signed tender or other documents connected with the contract must specify:
 - I. Whether signing as a ‘Sole Proprietor’ of the firm or his Attorney?
 - II. Whether signing as a ‘Registered Active Partner’ of the firm or his Attorney?
 - III. Whether signing for the firm ‘Per Procreation’?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

NOTE:- In case of unregistered firms, all the members or all Attorney duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

5. **SUBMISSION OF TENDER:-**

Tenderer are requested to submit the tender in 03(three) separate envelopes.

The envelope no. (1) Should contain DD of **Rs .- 35000/ (Rupees thirty-five thousand only)** towards EMD drawn in favor of ESIC Fund A/c no. – 01 payable at SBI, Adityapur bazaar branch and the word “**EMD for tender of Empanelment of Local Chemist**” should be **SUPERSCRIBED** on the top of the envelope.

The envelope no. (2) Should contain technical bid dully filled in annexure - II along with dully signed (on all pages of tender document) as well as self attested (in case of photocopy of document) supportive document . The word/phrase “**Technical Bid for empanelment of Local Chemist**” must be **SUPERSCRIBED** on the top of the envelope.

The envelope no. (3) Should contain the price bid Annexure - III and the word/phrase “**Price bid for empanelment of local chemist**” should be **SUPERSCRIBED** on the top of the envelope.

All the three sealed envelope should also carry the name and address of the tenderer.

All the 03(Three) sealed envelope should be kept in fourth big envelope and “Tender for Empanelment of Local Chemist” should be SUPERSCRIBED on the top of the envelope as well as name and address of sender on the bottom of envelope. This Sealed Fourth envelope (Containing the envelope of EMD, Technical bid, Price bid) should be dropped in the tender box place in the office of “The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur by 16/08/2011 up to 01.00 pm.

6. **LATEST HOUR FOR RECEIPT OF THE TENDER:-**

Your tender must reach this office not later than the time and date notified in the tender notice stated in the schedule of tender. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

7. **OPENING OF TENDER: -**

The EMD envelope shall be opened first, then technical Bid of only those bidder who has submitted demand draft of Rs. - 35000/ in favour of ESIC fund A/c no. - 01 payable at SBI Adityapur, Bazaar Branch shall be opened. The technical bid will be evaluated by Technical Evaluation committee and shortlist the eligible/Technically qualified bidder as per the terms & condition of tender document. The price Bid of only those tenderers whose technical bid is fully accepted by the technical evaluation committee shall be opened next on any subsequent day under intimation to qualified parties.

8. **VALIDITY OF TENDER :-**

The tender should be valid for one year from the date of award of the tender unless short closed before that by the Medical superintendent however, the Medical Superintendent on his discretion can also extend the period for further one year on the same terms & conditions.

9. **SELECTION OF ELIGIBLE TENDERER.**

The technically qualified bidder who has offered **maximum discount on MRP** will be selected as successful bidder.

In case if one bidder does not quote maximum discount on MRP in all the categories and in case if one bidder quote maximum discount on MRP in one category and other quote maximum discount on MRP in other category ESIC hospital, Adityapur reserves the right to give wettage to different category and selection of successful bidder will be done accordingly.

10. **RESERVATION:** - The M.S., ESIC Hospital, Adityapur reserves the right to reject any or all tenders without assigning any reason whatsoever. Also the Medical Superintendent reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the tenderer.

D. TERMS & CONDITION: -

- a) **SECURITY DEPOSIT:** - On acceptance of the tender, contractor/supplier shall within the period specified by the Medical Superintendent, deposit as security a sum equivalent **Rs.1.25 Lakhs. (One lakh twenty five thousand).**The hospital authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provide in the contract or available under the law. The security shall be in the form of Demand Drafts in favour of ESI Fund A/c No -1 payable at SBI Adityapur.

- If contractor fails in fulfilling above mentioned terms and conditions, such failure will constitute a breach of the contract and the MS shall be entitled to make other arrangements at the risk and expense of the contractor/supplier.
 - On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of Satisfactory performance report from the user unit. Security Deposit will be forfeited in cases of Unsatisfactory Performance Report.
- b) **ACCEPTANCE OF TENDER (PRICES):** - The acceptance of the tender will normally be on the basis of maximum discount offered by the local chemist. Separate discount should be quoted for each head- generic, branded drugs, surgical, pathology etc. The chemist will be paid on **MRP i.e., Maximum Retail price (which is printed on the packing/flaps/bottles) less discount and on sales tax, Octroi or any other levy/tax will be paid which has to be borne by the chemist. Tempering on the printed MRP of the manufacturer by the local chemist by use of stickers or any other means will not be accepted.**
- c) **INSPECTION OF STORES/WORKS:-** Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Adityapur or his assigned representative. Any defect found in the materials/work done will render the supplies/work open to rejection and decision of the Medical superintendent, ESIC Hospital, Adityapur shall be final and legally binding. The rejected store shall be returned to the suppliers at their risks and cost.
- E) **RESPONSIBILITY OF EXECUTING CONTRACT:-**
- The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
 - The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, MS be entitled to place the contract elsewhere on contractors account his risk and the contractor shall be liable for any loss or damage, which the MS, ESIC Hospital, Adityapur may sustain in consequence or arising out of such replacing of the contract.
 - The contractor will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to ESI Beneficiaries. The local chemist (Contractor) will also maintain sufficient stock of generic division of the reputed/leading manufacturers of drugs and a **list of such drugs along with names of manufacturer may be enclosed with the tender.**
 - Local chemist (contractor) will indicate Batch No., Name of manufacturer and Expiry date on indents at the time of supplying the drugs at ESIC Hospital, Adityapur.
 - Indents are to be accepted duly countersigned by the M.S/Medical store Incharge of the hospital.

F) **DELIVERY TERMS:-**

- I. The delivery of the stores/execution of work/providing the services etc., is required within a period as specified below and as the place mentioned therein.
- II. The tenderer shall deliver the stores at destination to the consignee in good order (of which the Medical Superintendent, ESIC Hospital, Adityapur shall be sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quantity or quantities as may be ordered by him from time to time.
- III. The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be the essence of contract and delivery must be completed not later than the date(s) specified.

But if the delay shall have arisen from any cause, such as strikes, lockouts, fire, accident, riots etc., which the Medical Superintendent, ESIC Hospital, Adityapur may admit it as reasonable ground for further time and the Medical Superintendent may allow such additional time required by circumstances of the case.

G) DELIVERY OF SUPPLY ORDER:-

- a. The approved tenderer and/or their authorized representative(s) will visit the issue section and Medical Store section of this hospital daily **on working days between 2.00 pm to 3.00 pm from Monday to Friday and between 11.00 am to 12.00 noon on Saturday to collect the order of local purchase. The participating tenderer must have a branch of his shop within 8 km of the hospital.** On Sunday/Holidays and beyond normal working hours, **emergency orders may be placed by the casualty Medical officer under his signature and seal.**
- b. After obtaining the order as specified in clause above, the approved tenderer and/or their authorized representative(s) shall supply the materials as per order to the store section (Medical) of this hospital on the next day by 1.00 pm from Monday to Friday and by 12.00 noon on Saturday day. In case of order placed by the store on Saturday the supply will be made on the next working day and for emergency orders supply will be made to the respective wards as mentioned in the requisition (verbal/written). In emergency and exceptional situation of Casualty department will ensure that the challan is re-verified in the medical store department on the immediate next working day.
- c. The tenderer or his representative should be available / approachable for 24 hrs over phone for supply of drugs and dressings. In case of any emergency requirement, if the order is placed for any item any time, the requisition item shall have to supply immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
- d. During normal office hours, the Medical Store will receive the drugs, dressings, surgical items, etc. and will verify the 'maximum retail price' MRP & and other particulars and certify on the challans.
- e. The medicines/drugs to be supplied will be of standard quality. **In case, it is found that any particular medicine has expired, or is substandard or spurious, the local chemist will be liable to be black-listed for a period of 5 years for future participation in any ESI tender. Besides any other legal actions as deemed fit will be taken.** If for any unavoidable reason beyond your control, it is not possible for local chemist to immediately supply the medicines and the Hospital is compelled to procure the same from the local chemist, extra expenditure on this account will be recovered from subsequent bill(s) / security deposit. Under no circumstances the intended medicine would have to be substituted in case the indent is of brand name.
- f. **Against each item, the Maximum Retail Price (MRP), selling price, taxes claimed etc, must be clearly mentioned along with the batch/lot no, Manufacturing date, Expiry date, in the daily challans and the bills submitted fortnightly.**
- g. **All challans as well as the bills are to be submitted strictly in triplicate.** Bill should be pre-receipted with application of revenue stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection/cancellation/delay in their processing of bills. It should be received in favour of M.S., ESIC Hospital, Adityapur.
- h. All items/drugs/dressings/pathological items etc, must have sufficient useful life for use in hand, before it is supplied to this hospital.

H) RECOVERY OF SUM DUE: - Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor (Local Chemist) the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance of the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable the contractor shall pay to the purchaser on demand the remaining balance due.

I) RISK PURCHASE: -In case of failure to supply any or all items as per requisition/purchase order/specification/prescribed brand of item or failure to turn up to collect the orders from the hospital, it shall be treated as ‘non-compliance’ and ‘breach of contract’ and the order in part or full shall be arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the tenderer with whom contract is made by way of any of his subsequent/pending bills or security deposit.

J) VALIDITY OF TENDER: -Tender shall be valid for one year from the date of award of the tender unless short closed before that by the Medical Superintendent. However, the Medical Superintendent on his discretion can also extend the period as required on the same terms & condition.

K) ACCEPTANCE: - On finalization of the tender the local chemist will be communicated by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.

L) ARBITRATION: - In case of any dispute (between the purchaser and the local chemist) arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the MS or any other officer nominated by him to act as arbitrator in the dispute, shall be final and binding on both parties of this contract. In case of disputes all the legal matters will be settled under the jurisdiction of the Courts of Jamshedpur, Jharkhand.

M) DOCUMENTS: - The contractor (local chemist)will submit the following documents along with the tender:

- i. Valid drug license for retail chemists as per Drugs & Cosmetics Act.
- ii. No Conviction Certificate from state Drug controller that there is no case pending under the drugs & Cosmetics act and rules there under as well as under Drug price control order against the firm during the last 5 years No Conviction Certificate should be of the current year i.e., 2011.
- iii. Valid trade license.
- iv. Latest sales tax/VAT registration certificate.
- v. Name & Addresses of their Bankers for ECS/RTGS purposes.
- vi. Audited Annual turnover of **Rs. 2(Two) Crores** or more, duly certified by Chartered Accountant along with profit & loss account and income & expenditure statement of the firm for the last three years.
- vii. Each and every page to be signed and stamped by the tenderer.
- viii. Tenderers who do not furnish attested and stamped documents referred above will not be considered.
- ix. Photocopy of Income Tax PAN CARD.

TO,

**The Medical Superintendent,
ESIC Hospital, Adityapur – 01,
Jamshedpur (Jharkhand).**

CHEK LIST OF DOCUMENT TO BE ENCLOSED IN TECHNICAL BID

ANNEXTURE – I

- | | |
|--|----------|
| 1. Whether tender document fee of Rs.-100/-(One hundred) has been paid | Yes / No |
| 2. Whether EMD of Rs. –35000/ (Thirty five thousand) has been enclosed | Yes / No |
| 3. Whether dully signed original tender document has been enclosed | Yes / No |
| 4. Whether undertaking (Annex. – IV) has been enclosed | Yes / No |
| 5. Whether copy of valid drug license has been enclosed | Yes / No |
| 6. Whether copy of valid trade license has been enclosed | Yes / No |
| 7. Whether Sales tax / VAT registration has been enclosed | Yes / No |
| 8. Name & address of their bankers & bank A/c no. for ECS/RTGS purpose
Has been enclosed | Yes / No |
| 9. Audited annual turnover of Rs. 2 (Two) crores or more, dully certified by Chartered
Accountant along with profit & loss account and income & expenditure statement of the
firm for the last three years has been enclosed | Yes / No |

Date :-

Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tenderer)

FINANCIAL BID

ANNEXURE- III

QUOTE YOUR RATE SCHEDULE FOR LOCAL PURCHASE OF DRUGS/DRESSINGS AND OTHER ITEMS

The tenderer shall quote the percentage of maximum discount, which shall be on Maximum Retail Price (MRP) printed on the packing/flaps/bottles.

Sl. No.	Category/Head	% of Discount Quoted
1.	Percentage of discount offered by the bidder on the MRP Of Branded DRUGS & DRESSINGS.	
2.	Percentage of discount offered by the bidder on the MRP of Generic DRUGS & DRESSINGS.	
3.	Percentage of discount offered by the bidder on the MRP of Pathological Items i.e Lab kit & Chemicals/ Lab Glass wares.	
4.	Percentage of discount offered by the bidder on the MRP of X-Ray & chemical	
5.	Percentage of discount offered by the bidder on the MRP of Special Appliances (e.g Implants IOL etc.)	

The delivery will be made to the stores of ESIC Hospital, Adityapur, Jamshedpur - 831013.

Financial Bid should be typed. The rate should be quoted in figures as well as in words and covered with transparent tape. No cutting or overlapping is acceptable.

(SIGNATURE OF THE TENDERER)

(OFFICE SEAL)

UNDERTAKING

ANNEXURE - IV

1. I/we undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/hospital in India.
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____ drawn on bank.
4. I/we give the rights to Medical Superintendent to forfeit the security money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time of the items of desired quality.
5. There is no vigilance/CBI case or court case pending against the firm.
6. I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

Date: -

Place:-

Signature of the Tenderer

Full name:-

Designation:-

(Office seal of the tenderer)