



**E. S. I. C. HOSPITAL,
SECTOR – 9-A, GURGAON (HARYANA)-122 001**

0124-2255133(T/F)

Tender No. 13(2)U/16/55/Emp.Chemist/RC/M.Store/2010

Dated ___/___/2011

Sub: Invitation to tender for empanelment of Local Chemist for local purchase of drugs and dressings and instructions to tenderer for the year 2011 - 12.

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Sector-9-A, Gurgaon-122001 (Haryana). All communications must be addressed to the officer named above by title only and not by name.)

**From: The Medical Superintendent,
ESIC Hospital, Sector – 9-A,
GURGAON: 122 001 (Haryana).**

To: _____

Sir(s),

The Medical Superintendent invites sealed tender for SUPPLY OF / WORK CONTRACT OF / TIE UP ARRANGEMENT of "LOCAL PURCHASE OF DRUGS AND DRESSINGS" as per specifications and/or quantities detailed in the Schedule attached. The Tender Form containing the Check List for compulsory Documents as Annexure-I, the Terms and Conditions of contract, which will govern any contract made, is annexed as Annexure-II and the Schedule of contract is annexed as Annexure-III and tender application form as Annexure – IV, If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head at a cost of Rs.100.00 (Rupees One hundred only).

The tender documents can also be down loaded from the web site (www.esic.nic.in) & in such case the same may be signed & submitted as per the procedures mentioned here in after along with the fee(S) for the tender documents @ Rs.100.00 (Rupees One hundred only).

All the payment may be made by Demand draft; drawn in favour of ESI Fund A/C No.1, ESIC Hospital, payable at Gurgaon; cheques will not be accepted.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

The form is a Standard Form of Tender. Certain clause/ clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant cases. The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page.

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 made in the Tender Form.

If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

Date of issue of Tender paper	21/06/2011 (10AM to 01.00 PM on all working days from Monday to Saturday)
Last Date of submission of tender paper	23/06/2011 upto 01.00 PM.
Date & Time of Opening of Tender	23/06/2011 at 02.30 PM
Earnest Money	Rs.70,000.00
Security Money	Rs. 2,50,000.00
Tender Document Fee	Rs. 100.00

THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

1.	Tender Document Fee by Demand Draft only	Submitted(yes/No)
2.	Earnest Money deposited by Demand Draft only	Submitted(yes/No)
3.	Original Tender Document signing all the pages	Submitted(yes/No)
4.	Valid drug license for retail chemists as per Drugs & Cosmetics Act.	Submitted(yes/No)
5.	No Conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules thereunder 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.	Submitted(Yes/No)
6.	Valid Trade License.	Submitted(Yes/No)
7.	Latest Sales Tax/ VAT registration certificate.	Submitted(Yes/No)
8.	Names & Addresses of their Bankers for cheque/ECS purposes.	Submitted(Yes/No)
9.	Audited Annual Turnover of Rs 25 Lacs or more, duly certified by Chartered Accountant along with profit & loss account and income & expenditure statement of the firm for the last three years.	Submitted(Yes/No)
10.	The supplier should preferably be located in Gurgaon/NCR willing to supply at ESIC Hospital Sec-9A Gurgaon(FOR). The name, addresses, phone no., fax no.etc., should also be given.	Submitted(Yes/No)

Yours faithfully,

MEDICAL SUPERINTENDENT

Enclosures:

- Annexure-I (Check List for compulsory Documents)**
- Annexure – II (Tender Form And Terms & Conditions)**
- Annexure – III (Schedule Of Work / Specifications For Local Purchase Of Drugs And Dressings)**
- Annexure – IV (Tender application form)**

Annexure-I

To,

**The Medical Superintendent,
ESIC Hospital, Sector – 9-A,
GURGAON: 122 001 (Haryana).**

<u>COMPULSORY DOCUMENTS :</u> [without which the offer is liable to be cancelled]	
1.	Tender Document fee Rs. _____ DD No. _____ dated _____
2.	EMD Value : Rs. _____ DD No. _____ dated _____
3.	Original Tender Document signing all the pages
4.	Valid drug license for retail chemists as per Drugs & Cosmetics Act.
5.	No Conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules thereunder 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. Valid Trade License.
6.	Latest Sales Tax/ VAT registration certificate.
7.	Names & Addresses of their Bankers for cheque/ECS purposes.
8.	Audited Annual Turnover of Rs 25 Lacs or more, duly certified by Chartered Accountant
9.	along with profit & loss account and income & expenditure statement of the firm for the last three years.
10.	The supplier should preferably be located in Gurgaon/NCR willing to supply at ESIC Hospital Sec-9A Gurgaon(FOR). The name, addresses, phone no., fax no.etc., should also be given.

Date: -

Signature of the tenderer:-

Place: -

Full Name:-

Designation:-

(Office seal of the tenderer)

TENDER FORM AND TERMS & CONDITIONS

Date of issue of Tender paper	21/06/2011 (10AM to 01.00 PM on all working days from Monday to Saturday)
Last Date of submission of tender paper	23/06/2011 upto 01.00 PM.
Date & Time of Opening of Tender	23/06/2011 at 02.30 PM
Earnest Money	Rs.70,000.00
Security Money	Rs. 2,50,000.00
Expected value of Local Purchase	Rs.25 Lakhs
Tender Document Fee	Rs. 100.00

1. PREPARATION OF TENDER:

- a. The Tender form containing the Terms and Conditions 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 made 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.

2. 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 in the tender are not fully filled in.
- b) Individuals signing 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 Attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

3. DELIVERY OF TENDER:

The original copy of tender along with the declaration form, duly completed and signed, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters. "**Tender for SUPPLY OF /WORK CONTRACT OF / TIE UP ARRANGEMENT of LOCAL PURCHASE OF DRUGS AND DRESSINGS – 2011 - 12**". Outstation tenders should be sent by Registered Post only.

4. 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.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders shall remain valid for acceptance for a **period of twelve months** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

6. OPENING OF TENDER:

All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the time and date as specified in the schedule.

A) VALIDITY OF TENDER:

The 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 for further one year on the same terms & conditions.

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 discounts should be quoted for generic and branded drugs. The chemist will be paid on M.R.P ie Maximum Retail Price (which is printed on the packing/flaps/bottles) less discount and no 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.

Items like Bandage, Gauge, Cotton, Disposable syringes and other surgical consumables will be treated as generic and discount will be applied accordingly.

C) DELIVERY TERMS

- a) 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.
- b) The tenderer shall deliver the stores at destination to the consignee in good order (of which the Medical Superintendent, ESIC Hospital, Gurgaon shall be the 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.
- c) 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 accidents, riots etc., which, the Medical Superintendent, ESIC Hospital, Gurgaon may admit it as reasonable ground for further time, the Medical Superintendent may allow such additional time required by circumstances of the case.

D) INSPECTION OF STORES / WORK:

Supplies shall be accepted / work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Gurgaon , 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, Gurgaon, shall be final and legally binding. The rejected store shall be returned to the suppliers at their risks and costs.

E) The Tenderer shall, wherever, call upon to do so give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

F) **Responsibility for executing Contract:**

- 1) 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.
- 2) 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, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Gurgaon, may sustain in consequence or arising out of such replacing of the contract.
- 3) 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 alongwith names of manufacturer may be enclosed with the tender.**
- 4) Local chemist (contractor) will indicate Batch number, Name of manufacturer and Expiry date on indents at the time of supplying the drugs at ESIC Hospital, Gurgaon.
- 5) Indents are to accepted duly countersigned by the M.S/ Store I/C of the hospital.

G. **Earnest Money:** The tenderer shall have to deposit an amount of Rs.70, 000.00 Rupees Seventy Thousand Only, by way of Demand Draft, drawn in favour of ESI Fund A/c No-1, ESIC Hospital , Gurgaon 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 stands 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.

H. **Security Deposit:** On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, a sum equivalent Rs.2,50,000 (Rupees Two Lac Fifty Thousand only). The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided 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 Gurgaon.**

- a) *If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.*
- b) *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.*

I. **Recovery of sums 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 or 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.

J. **Documents:** The contractor (local Chemist) will submit the following documents along with the tender:

- 1) Valid drug license for retail chemists as per Drugs & Cosmetics Act.
- 2) No Conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules thereunder 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.
- 3) Valid Trade License.
- 4) Latest Sales Tax/ VAT registration certificate.
- 5) Names & Addresses of their Bankers for cheque/ECS purposes.
- 6) Audited Annual Turnover of Rs 25 Lacs or more, duly certified by Chartered Accountant along with profit & loss account and income & expenditure statement of the firm for the last three years.
- 7) Each and every page to be signed and stamped by the tenderer.
- 8) Tenderers who do not furnish attested and stamped documents referred above will not be considered.

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. **RESERVATIONS:**

The M.S reserves the right to reject any or all tender 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.

M. 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, if any.** On Sundays/Holidays and beyond normal working hours , emergency orders may be placed by the Casualty Med Officer under his sign and seal.

N. After obtaining the order as specified in clause above, the approved tenderer and/or their authorised 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.** In case of order placed by the store on Saturday the supply shall 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 situations drugs and dressings supplied in outside office hours will be received by the officials of Casualty department but the tenderer will ensure that the challan is re-verified in the medical store department on the immediate next working day.

O. **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 the contract is made by way of any of his subsequent/pending bills or security deposit.

- P. The tenderer or his representative should be available / approachable for 24 hours 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 requisitioned item shall have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
- Q. During normal office hours, the Medical Store Section will receive the drugs, dressings, surgical items, etc. and will verify the 'maximum retail price' & other particulars and certify on the challans as well as bills.
- R. 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 other local Chemist, extra expenditure on this account will be recovered from subsequent bill(s)/ security deposit. Under no circumstances the indented medicine would have to be substituted in case the indent is of brand item.
- S. 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.
- T. 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.
- U. All items / drugs / dressings must have sufficient useful life for use in hand, before it is supplied to this hospital.
- V. **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 M.S 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 Gurgaon, Haryana.

QUOTE YOUR RATE

SCHEDULE FOR LOCAL PURCHASE OF DRUGS AND DRESSINGS

The tenderer shall quote the percentage of maximum discount, which shall be on the Maximum Retail Price printed on the packing/flaps/bottles (Refer Terms & Conditions in Annexure - I):

Sl. No.	Head	% of Discount Quoted
1	<i>Percentage of discount offered by the bidder on the MRP of Branded items</i> a) Drugs	
	b) Dressings	
2.	Percentage of discount offered by the bidder on the MRP of Generic items a)Drugs.	
	b) Dressings	

List of Enclosures:

- 1.
- 2.
- 3.

N.B.

A) Earnest Money for Rs..... (Rupees.....
.....) only has been deposited on.....
(Please indicate the date of deposit).

B) It is understood that the quantity is approximate, it may increase or decrease.

C) The delivery will be made to the stores of E.S.I.C. Hospital, Sector-9-A, Gurgaon -122001(Haryana).

Date:

Place:

(SIGNATURE OF THE TENDERER)

(OFFICE SEAL)

TENDER APPLICATION FORM

1	Name of the firm:-	
2	a Full Postal Address:- (including the address of the branches of the shop)	
	b Cell Phone No.	
	c Telephone No:-	
3	Fax No.	
4	Date of Establishment of Firm:-	
5	If your Firm Registered under:-	
	a The Indian Factories Act:-	
	b Any other Act, if not, who are the owners (Please give full address):-	
6	Name and Address of your Bankers stating the name in which the Account stands:-	
7	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-	
8	Total number of Employees:-	
9	Are you in the list of approved contractors of any other organisations /institutions, if any give details:-	
10	Give details of any Government contracts executed during the last twelve months:-	
11	Any other information which you	
	consider necessary to furnish:	

UNDERTAKING:

- a) I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b) 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.
- c) The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank
_____, Branch
_____.
- d) 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 or the items of desired quality.
- e) There is no vigilance/CBI case or court case pending against the firm.
- f) I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

Date: -

Signature of the tenderer:-

Place: -

Full Name:-

Designation:-

(Office seal of the tenderer)