



ESIC GENERAL HOSPITAL
EMPLOYEES STATE INSURANCE CORPORATION
(Ministry of Labour, Government of India)

NEAR RAILWAY CROSSING, HIMMATNAGAR HIGHWAY
NARODA, PO: KUBERNAGAR, AHMEDABAD - 382340. (GUJARAT)
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No. 37/ESIC/NAR/Medical Store/re-tender

/2016

Date: -10 /06 /2017

Subject:- Re-tender for Empanelment of local panel chemist for supply of Drugs and dressing / consumable etc. to ESIC ,General Hospital, Naroda,Ahmedabad,Gujarat-382330.

Medical Superintendent invites duly sealed tenders from reputed and experienced parties for providing Drugs and Dressings ESIC General Hospital of Naroda Ahmedabad-382340 for year 2017-18 for 01 (One) year from the date of Agreement, extendable on mutual consent, as per the details below:

Sl. No	Name of Tender	Estimated Annual Cost of a year	Tender Fee	EMD/ Bid Security	Security Deposit	Sale of Tender Document	Last Date of Tender Submission	Tender opening date and time
1	Empanelment of local chemist	1000000/-	1000/-	20000/-	50,000/-	On any working day from 12/06/2017 to 03/07/2017 between 10:00 am to 03:00 pm and on (03/07/2017 from 10:00 AM to 1:00 PM) Saturday from 10:00 am to 01:00 pm.	03/07/2017 up to 02:30 pm.	03/07/2017 at 03:00 pm.

The tender form can be obtained from the General Branch of the Hospital by making a payment of prescribed fee through **Demand Draft/Bankers Cheque of any nationalized Bank** payable in favour of “ESIC Fund A/c No. 1” payable at Ahmadabad. Tender document can also be downloaded from the ESIC Headquarters website www.esic.nic.in under Tenders tab and may be submitted along with prescribed Tender Form fee by stipulated date and time. Duly filled and sealed tenders are to be dropped in the Tender Box available in the Chamber of Deputy Medical Superintendent. The interested parties may remain present during opening of tenders.

Medical Superintendent

1. A complete set of hard copy of tender documents along with EMD must be submitted latest by 03/07/2017 up to 02:30 PM in the tender box kept in DMS Room, Office ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340.
2. Bidder has to deposit the Earnest Money Deposit (EMD) mentioned in the form of demand draft of any nationalized bank, drawn in favor of ESIC Fund A/C No.-1 payable at Ahmedabad -382340. Application received without Earnest Money Deposit (EMD) will be rejected.
3. Tenderer are requested that, before quoting their rates or filling 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 the tenderer.
4. All payments shall be made by Demand Draft in favor of ESIC Fund A/C No.1, payable at Ahmedabad 382340. Cheques/- cash will not be accepted.

The hard copy Price Bid must be Sealed by the bidder in separate envelope duly super-scribed “Price bid for (Tender for Drugs and Dressings)” the Sealed envelope to be put in the bigger envelop which should also be sealed & duly super scribed BID for (Tender Name) Bid may be dropped in the tender box kept in **DMS Room, Office ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340.**

3. **Medical Superintendent, ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340**, does not pledge himself/herself to accept the lowest or any tender and reserve the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the supply at the rate quoted by you.
4. Acceptance by the purchaser shall be communicate in due course.

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.

Compulsory documents and Check List:

COMPULSORY DOCUMENTS: [Without which the offer is liable to cancelled]	
1	EMD Value: Rs. _____ DD No. _____ Dated _____.
2	Original Tender Document signing all the pages
3	Valid drug licence form for retail chemists as per Drugs & Cosmetics Act.
4	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 calendar year 2015/2016.
5	Valid Trade Licence/Latest Sales Tax/VAT registration certificate.
6	Names & Addresses of their Bankers for cheque/ECS purposes. Audited Annual Turnover of Rs. 30 lacs or more, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the year 2015-16, 2014-15 & 2013-14. Quoted maximum discount being equal, the Preference will be given to Party/Supplier located in Ahmedabad /willing to supply at ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340 (FOR).The name, addresses, phone no., email address, fax no. etc., should also be given.

Date

Signature of tenderer:-

Place

Full Name:-

Designation:-

(Official seal of the tenderer)

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

1	Tender Document Fee by Demand Draft Only Submitted	Submitted (Yes/No)
2	Earnest Money deposited by Demand Draft Only Submitted	Submitted (Yes/No)
3	Original Tender Document signing all the pages Submitted	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 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. 2015-16	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	The supplier should have branch located in Ahmedabad city with in 20Km radius from ESIC General Hospital ,Naroda,Ahmedabad. The name, address, phone no., fax no., email id, should also be given.	Submitted (Yes/No)
10	List of Generic And Branded Medicine Must be attached without which Tender is liable to be rejected.	Submitted (Yes/No)

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) quotation format.

Annexure – IV (Tender application form)

MEDICAL SUPERINTENDENT

1. PREPARATION OF TENDER :

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.

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 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.

Individuals signing tender or other documents connected with the contract must specify.

- i) Whether signing as a 'Sole Proprietor' of
- ii) Whether signing as a 'Registered Active? Partner'
- 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 authorized 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. ***“Re-Tender for TIE-UP ARRANGEMENT of LOCAL PURCHASE OF DRUGS , DRESSINGS-2017-2018”***This. Envelope containing all the necessary documents as specified above should be dropped in the tender box placed at **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340.**

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 :

All the tenders shall remain valid for acceptance for a period of **twelve months** from the date of SIGNING OF THE CONTRACT DOCUMENT or for such period as stated in Special Terms & Conditions. Quotations qualified by such vague and indefinite expressions such a acceptance' subject to prior sale etc. will not be considered.

6. OPENING OF TENDER:

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

7. 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 her discretion can also extend the period for further one year on the same terms & conditions.

8. 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. Preference of purchase will be given to Generic medicines .The chemist will be paid on M.R.P. i.e. Maximum Retail Price (which is printed on the packing/flaps/bottles)less discounts and no Sales Tax, Octroi or other levy/tax will be paid which has to be borne by the chemist. Tampering 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, and Disposable syringes will be treated as generic and discount will be applied accordingly.

9. DELIVERY TIME:

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. The tenderer shall deliver the stores at destination to the consignee in good order(of which the **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340** shall be the sole judge) within twenty four hours, / as the Medical Superintendent may deem reasonable and specify and in such quality or quantities as may be ordered by him/her from time to time.

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, riot etc., which the **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340** may admit it as reasonable ground for further time, the Medical Superintendent may allow such additional time required by circumstances of the case.

10. INSPECTION OF STORES /WORK:

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Medical General Hospital, Naroda, Ahmedabad, Gujarat or his assigned representative. Any defect found in the materials /work done will render the supplies/work open to rejection and decision of the **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340** shall be final and legally binding. The rejected store shall be returned to the suppliers at their risk and costs. The tenderer shall whenever 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.

11. Responsibility for 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 or any part thereof without the written permission of the Medical Superintendent. In the event contractor contravening this condition, Medical Superintendent shall be entitled to place the contract elsewhere on the contractors account at his own risk and the contractor shall be liable for any loss or damage which the **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340**, 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 number, Name of manufacturer & Expiry date on indents at the time of supplying the drugs at **ESIC General Hospital Naroda, Ahmedabad, Gujarat – 382340** Indents are to be accepted, only if duly countersigned by the M.S./Store I/C of the hospital.

12. Earnest Money: The tenderer shall have to deposit an amount of Rs.20000.00 (Rupees Twenty thousand Only), by way of Demand Draft, drawn in favour of ESI Fund A/c-1 Ahmedabad-382340, 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 however, be returned without interest to the tenderer whose tender is not accepted.

13. Security Deposit : On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, a sum equivalent Rs 50,000.00 (Rupees 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 Draft in favour of ESI Fund A/c No. 1 payable at Ahmedabad-382340.

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failures 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. Security deposit should be taken back by tenderer within 2 months from the date of completion of contract.

14. Recovery of sums due :

Whenever any claim for the payment of a sum of money arises out of order under this contract against the contractor (local chemist) the purchaser shall be entitled to recover 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.

15. 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 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 calendar year 2015-2016.
- 3) Valid Trade Licence/ Latest Sales Tax /VAT registration certificate.
- 4) Names & Addresses of their Bankers for cheques/ECS purposes.
- 5) Audited Annual Turnover of Rs. 30 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 i.e. , 2013-14, 2014-15 & 2015-2016.
- 6) Each and every page is to be signed and stamped by the tenderer.
- 7) Tenderer who do not furnish attested and stamped documents referred above will not be considered.

8) Employees state Insurance Corporation staff & their family members should not apply for the tender. Their tender liable to be rejected.

9) Any firm/agency debarred/blacklisted from ESIC institution anywhere in India will not be considered and tender will be summarily rejected.

16. ACCEPTANCE

The finalisation of tender the Local chemist will be communicated by a letter of offer. In case of 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.

17. RESERVATIONS :

The Medical Superintendent reserves the right to reject any or all tender without assigning any reason whatsoever and can award full contract to any successful agency(ies) at its discretion and this will be binding on the tenderer.

18. INSTRUCTION FOR INDENT COLLECTION

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 12:00 Noon to 1:00 PM from Monday to 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 name and seal.

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 12:00 Noon from Monday to 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 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.

19. Risk Purchases: 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 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 his subsequent/pending bills or security deposit.

a) 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.

b) 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

c) 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 any favourable 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.

d) 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 monthly.

e) All items / drugs / dressings must have half of shelf life for use in hand, before it is supplied to this hospital.

19. All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be per-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.

20. Payment of Bills: The mode of payment will be “ECS/NEFT/RTGS/e-payment” only. The contractor shall claim payments monthly. Payment of the bills in prescribed in complete forms and in time will normally be arranged within 45 days from the date of presentation. However, no claim shall be made by the contractor against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of the ESI Corporation.

21. It is mandatory for bidders to have an Internet connection and an active e-mail ID.

Bidders should agree to fill all details of medicines against Purchase order received through e-mail in Excel format provided by ESIC, when asked for, during the contract period. Bidders should provide their active e-mail ID in Annexure IV.

22. 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 Ahmedabad, Gujarat.

Annexure -III

Price Bid

SCHEDULE FOR LOCAL PURCHASE OF DRUGS, 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):

Sl. No.	Head	% of Discount Quoted
1	Percentage of discount offered by the bidder on the MRP of Branded items. a) Drugs	
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.....
deposited on(Please indicate the date of

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, Naroda, Ahmedabad, Gujarat.

Date:

Place:

(SIGNATURE OF THE TENDERER)

OFFICE SEAL

- 1 Name of the firm:**
 - A) Full Postal Address (including the address of the branches of the shop) and email address, if any.**
 - B) Cell Phone No**
 - C) Telephone No**
- 3 Fax No & E-mail Id**
- 4 Date of Establishment of Firm**
- 5 If your firm is 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 organizations/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 to be submitted on Rs.100/- Non judicial stamp paper)

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 institutional hospital in India.

c) The earnest money Rs.

Enclosed herewith vide Demand Draft no.

Drawn on bank Branch

To be deposited by me has been

Dt.

d) I/We give the rights to Medical Superintendent to forfeit the Security money deposited by me/us if any delay occur on my 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 and not declared invalid by any department.

f) I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

g) I hereby certify that none of my family member(s) is/are employed in ESIC as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, ESIC General Hospital, Naroda, Ahmedabad, Gujarat shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

h) We hereby undertake that rates offered by us, will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake that in case there is any downward revision by the NPPA, same will be passed on to the ESI Corporation from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future ESIC Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.

Date:

Place:

Signature of the Tenderer:

Full Name:

Designation:

(Office Seal of the Tenderer)