

श्रम एवं रोजगार मंत्रालय, भारत सरकार,
कर्मचारी राज्य बीमा निगम, अस्पताल,
पाण्डेयपुर, वाराणसी, उत्तरप्रदेश-221002
Website:- www.esic.nic.in.



Ministry of Labour & Employment, Govt of India
Employee's State Insurance Corporation, Hospital,
Pandeypur, VARANASI, UP-221002
Email:- ms-varanasi.up@esic.in

Tender for empanelment of local chemist for ESI Corporation Hospital Pandeypur Varanasi located for a period of one years.

Tender No: 282-U-16/52/Local Chemist /2017/Medical Store

Dated: 10.10.2017

Subject: Invitation for tender and Instructions to Tenderers.

Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to:

**Medical superintendent,
E.S.I. C. Hospital,
Pandeypur, Varanasi. 221002.**

All communications must be addressed to the officer named above by title only and not by name.

Tender is hereby invited for the **day to day supply of Medicines/Drugs(Allopathic), Dressings surgical disposable and Consumables, X ray films and chemicals** for the ESI C Hospital Varanasi for items which are not available or not supplied under DGESIC Rate contract.

The terms and conditions of contract, which will govern the contract made, are contained in the Schedule attached to the tender form. Bidders who are in a position to quote for the supply in accordance with the requirements stated herein, and in the schedule attached, may please submit their quotations to the **Medical superintendent ESIC Hospital Varanasi.**

1. Sources of Tender Document :

- 1.1 Tender document can be obtained from the office of **M.S. ESIC Hospital, Varanasi** on any working day(Mon-Friday) between **10:00AM to 4:00 PM and up to 1.00 PM on Saturday** against the payment of **Rs.500/-(Rs. Five Hundred only)(Non-refundable)** in the form of **Demand draft in favour of ESIC Fund Account No.1 payable at Varanasi. Tender form purchased from this office is non-transferable.**
- 1.2 **Tender forms can also be downloaded from ESIC websites www.esic.nic.in and also from Central Public Procurement Portal.** Those who download the tender document from above said website should submit **Rs.500/-(Rs. Five Hundred only Non-refundable)** separately in the form of Demand Draft in favour of ESIC Fund Account No.1 Payable at Varanasi along with tender.

Important Instructions for Bidders

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

Bidder should get Registered at <https://esictenders.eproc.in>.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi (or in any other form as acceptable by C1 India Pvt. Ltd.) for participating in the Tender.

Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, User ID and Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, at least one day before the due date and time of Bid Submission:

Kind Attn: Mr Mohit Chauhan,
C1 India Pvt. Ltd.
301, Gulf Petro Chem Building,
1st Floor, Udyog Vihar, Phase-2,
Gurgaon, Haryana-122015

Note: Bid Processing Fee will be approved only after the receipt of payment.

2. Procedure of submission of Tender (IMPORTANT):

2.1 TENDER WILL BE IN TWO BID SYSTEM

2.2 TENDER SHOULD BE SUBMITTED AS FOLLOWS:- The bidder must submit his Tender in two parts as mentioned below.

Part 1:-Called "**TECHNICAL BID**":- Documents to be attached with Technical Bid detailed in ANNEXURE "E"

Part 2:-Called "**COMMERCIAL BID**":- Documents to be submitted with Commercial Bid is ANNEXURE "P" duly filled.

2.3 Each bid is to be submitted in separate, sealed envelope marked as "TECHNICAL BID" and "COMMERCIAL BID ". Both sealed envelopes should be placed in bigger covering envelop superscribed as "TENDER FOR EMPANELMENT OF LOCAL CHEMIST FOR ESIC HOSPITAL VARANASI FOR A PERIOD OF TWO YEARS". This covering envelop should also be sealed .Only those bidders who qualify in Technical bid will be considered for commercial bid.

3. Signing of tenders :

3.1 The tender is liable to be rejected if incomplete information is given or any document asked for in the schedule to the tender are not duly filled or not furnished.

3.2 Individual signing the tender or other documents concerned with the contract must specify whether he/she signs as:-

3.2.1 A sole proprietor of the firm, or constituted attorney of such proprietor.

3.2.2 A partner of the firm if it be a partnership in which case he/she must have authority to refer disputes to arbitration.

3.2.2.1 In case of 3.2.2, A copy of the partnership agreement or General Power of Attorney, in either attested by a Notary Public should be furnished. An affidavit on Non-Judicial Stamp paper by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

3.2.3 In the case of partnership firms, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm

3.2.4 Constituted attorney of the firm, if it is a company.

3.3 A person signing the tender form or any documents forming part of the contract on behalf of proprietor should have authority to sign, along with Authorisation Certificate. If on enquiry it appears that the person so signing does not have authority to do so, the purchaser, without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

4. Submission of tender and date and time for Receipt of tender:

- 4.1 Sealed Tender should be dropped in the Tender Box kept in the chamber of Assistant Director (A) at ESIC Hospital, Varanasi-221002, any working day(Mon-Friday) between **10:00AM to 4:00 PM and up to 1.00 PM on Saturday** superscribed as “TENDER FOR EMPANELMENT OF LOCAL CHEMIST FOR ESIC HOSPITAL VARANASI FOR A PERIOD OF ONE YEARS”.
- 4.2 Tender received late will not be entertained/ allowed to participate.

5. Opening of Tender:

- 5.1 The tender will be opened on **02.11.2017 at 1.30 P.M. If 02.11.2017** is declared a holiday, then the tender will be received and opened on the next working day at same time. Other terms & conditions remain the same.
- 5.2 The tenderer(s) is at liberty to be present or authorize a representative to be present during the opening of the tenders at the time and date as specified in the schedule. Tenderer and Representative who brings an authority letter signed by tenderer/authorized signatory is allowed to attend the tender opening process.

6. Price Offer:

- 6.1 The quoted offer should include all excise duty, surcharge and other taxes as stipulated in the schedule and no packing and delivery charges will be given separately.
- 6.2 The highest discount offered for Branded medicines on Maximum Retail Price(MRP)(inclusive of all taxes) and Generic medicine on Maximum Retail Price(MRP)(inclusive of all taxes) in the Bid by eligible bidders will become the **ESIC discount** for Branded medicine and Generic medicine & shall be intimated to all the technically approved tenderers by a letter of offer. This offer should be accepted by the tenderer to be able to qualify further in tender process.
- 6.3 If the letter of acceptance is not received within the stipulated period the names of such tenderer would be excluded from the list of centres under consideration for empanelment.
- 6.4 M.S. reserves the right to accept any discount other than the highest discount, in case the Competent Authority identifies an attempt of cartelization or monopolization by one or more tenderers. The same will apply in case the highest discount quoting firm and counter-offer accepting firms is/are found to be incapable of making satisfactory supplies.

7. Terms of Delivery :

Will be as specified in the schedule to Tender.

8. Right of Acceptance :

The purchaser does not pledge himself to accept the highest discount or any tender and reserves the right of accepting the discount quoted for either generic or branded OR both of it.

9. Acceptance of the Tender :

- 9.1 The purchaser shall communicate acceptance of the quotation if it is acceptable to him, by a letter. The formal acceptance of the tender will be forwarded to the successful tenderer as soon as possible. The instructions contained in the letter should be acted upon immediately by the tenderer.
- 9.2 The chemist, whose tender is accepted will then send letter of agreement in the prescribed format (as per Performa communicated by M.S.ESIC Hospital, Varanasi on a notarized stamp paper of Rs. 100/- to M.S.ESIC Hospital, Varanasi conveying his agreement and acceptance of the terms and conditions. The acceptance of this letter by M.S.ESIC Hospital, Varanasi will conclude the contract and will be enforceable in law.

10. Period of Validity of Bids :

The Bids shall be valid for acceptance for a period of 180 (One hundred and eighty) days from the date of opening of the tender.

Medical Superintendent,
ESIC Hospital,
Pandeypur, Varanasi.

List of Annexures in the Tender Document

Annexure No	Description	Page No
Annexure A	General terms and conditions	6-11
Annexure B	Forwarding letter by firm on Firm's letterhead	12-13
Annexure C	Undertaking on non judicial stamp paper	14
Annexure D	Performance certificate from Govt Organisation	15
Annexure E	List of documents to be attached with technical bid	16
Annexure F	Mandate form	17
Annexure G	Pre-receipt	18
Annexure H	Performance security	19
Annexure P	Commercial Bid	20

ANNEXURE-A

Schedule to Tender No. -282-U-16/52/Local Chemist /2017/Medical Store Dated: 10.10.2017

Last date and time of submission of the tender	02.11.2017 till 1:00 PM
Opening of the tender	02.11.2017 at 1.30 PM
Earnest money (in the form of Demand Draft/Banker's Cheque drawn on any commercial bank/Details of EMD Submitted in tender No. 282-16/52/Local Chemist /2017/medical Store opened on 02.11.2017	Rs.30000/= (Rupees Thirty thousand) only
Performance Security deposit (In the form of Bank Guarantee from a Commercial Bank as per Annexure "H")	Rs.50,000/= (Rupees Fifty thousand) only

TERMS & CONDITIONS of CONTRACT

Part 1

TECHNICAL BID

1. Earnest Money Deposit and Performance Security:

1.1 **Earnest Money Deposit-** Bid should be accompanied by a Demand Draft/banker's cheque drawn on any Commercial Bank for Rs. 30,000/= (**Thirty thousand only**) payable in favour of "**ESIC Fund AccountNo.1**" payable at Varanasi, along with tender enquiry document as Earnest Money Deposit(EMD), failing which tender will be rejected outrightly.

1.2 EMD of successful tenderer(s) will be refunded without any interest after finalization of tender and deposition of Performance security deposit of requisite amount..

1.3 EMD of unsuccessful tenderer will be returned without any interest after the award of contract. The tenderer should enclose a pre-receipt to this as per Annexure "G".

2. 2.1 In case selected, tenderer will be required to deposit a security of Rs. Rs.50,000/- (Rs. Fifty thousand only) in the form of Bank Guarantee as per Annexure "H".

2.2 Security deposit will be released after receiving satisfactory performance report from the user units at the expiry of rate contract. However, In case of unsatisfactory performance, Security deposit of Rs.50,000/- (Rs. Fifty thousand only) will be forfeited.

2.3 If the participating Tenderer (Contractor) is called upon by the **M.S. ESIC Hospital, Varanasi** to deposit security and the contractor fails to deposit the security within period specified, the offer will be invalid and the EMD will be forfeited.

3. Experience:

3.1 The bidder must have a continuous minimum experience of at least 03 (Three) consecutive years as on 30/06/2017, in the business of Local trade of drugs out of which at least one year should be for supply to Government organizations i.e CGHS/ESIC/Defence/PSUs/other autonomous Government organisations.

3.2 This should be supported by undertaking, on the non-judicial stamp paper of Rs.10/- as per enclosed format i.e. Annexure "C" and satisfactory performance certificate from concerned Govt organization as per Annexure "D"

4. **License:**

Bidders should have a valid retail license issued by Drug Controller Authority of the state for running the chemist shop for various categories of Allopathic drugs as applicable under the provisions of Drug & Cosmetic Act 1940, as on the date of bid opening above, for various categories. The successful bidder will further ensure that their licenses remain valid till the end of Contract period.
5. **Period of Contract:**

The contract will be valid for a period of 01(one) year from the date of commencement of Contract, unless short closed before that, by **M.S. ESIC Hospital, Varanasi** at his discretion. However this contract can be extended also, beyond 01(one) year if so required by the **M.S. ESIC Hospital, Varanasi** at his discretion depending on the performance.
6. **On finalization of the tender:**

The same will be communicated to the Local chemist by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance, along with agreement in the prescribed format, on a notarized stamp paper of Rs. 100/- communicated by **M.S. ESIC Hospital, Varanasi** and enter into the agreement with ESIC as per terms and conditions of the contract.
7. **Right of Acceptance:**

The purchaser does not pledge himself to accept the highest discount or any tender and reserves the right of rejecting the whole or any part of the tender.
8. **Tenderer must submit the following documents in the Tender submitted:- (Listed in Annexure "E")**
 - 8.1 **EMD** along with complete tender document duly filled, signed and stamped on each page.
 - 8.2 **Self attested copy of Valid drug license** for retail chemist as per Drugs and Cosmetics Act 1940
 - 8.3 **No Conviction Certificate** in original/Photocopy attested by a gazetted officer/Public *notary* issued from State Drug Controller that there is no case pending under the Drugs and Cosmetic Act and Rules there under, as well as under Drug Price Control Order (DPCO) against the firm during the last 05 (five) years. "No conviction" certificate must be issued after *30.08.2016*.
 - 8.4 An **undertaking** must be submitted by the Tenderer on a Non Judicial Stamp paper of Rs. 10/- that till date no case is pending against him/her under the above mentioned acts till 30/06/2016, after the issuance of the "No Conviction" Certificate
 - 8.5 The tenderer should give a declaration that he/she has not been blacklisted/debarred by any organization during the last 05 (Five) years.
 - 8.6 **Copy of GST Registration Certificate.**
 - 8.7 **Self attested Photocopies of latest VAT receipt of VAT paid of last two quarters** as the case may be for the quarter ending on 31.12.2015 and 31.03.2016 i.e. from 01.10.2016 to 31.03.2017 or VAT clearance certificate for the same period from the competent authority.
 - 8.8 **Names and addresses of their bankers** along with other documents for E.C.S purpose as per Annexure "F"(Mandate form).
 - 8.9 **Audited annual turnover report (complete) duly certified by Chartered Accountant** along with profit & loss account and Balance sheet of the firm for the last three consecutive financial years i.e

2014-2015,2015-2016 and 2016-2017. The firm must have annual turnover of Rs. Sixty Lakhs or more during each of the last three consecutive financial years i.e 2014-2015, 2015-2016, 2016-2017.

8.10 **Each and every page of the tender document should be signed and stamped by tenderer excluding the originals if any submitted along with tender.**

8.11 **Tenderers who do not furnish the documents referred above will not be considered.**

Other terms and conditions

9. **Family members of officers/officials working in ESIC cannot take part in this tender enquiry. Each bidder will have to give an undertaking to this effect on a Non Judicial Stamp paper of Rs. 10/-.This will also apply to officer/official who leave/ retire in any form from the services of ESI Corporation within 01 (One) year of date of opening of tender.**

10. The tenderer will not be allowed to subcontract. If this comes to notice, action will be taken which may amount to cancellation of contract awarded to him and or forfeiture of Performance Security money.

11. **M.S. ESIC Hospital, Varanasi** reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more chemists for one and the same medicine or for different medicines.

12. Conditional bids will not be accepted

13. Fraud & Corruption

The bidder, supplier, contractor and the consultants will observe the highest standard of ethics during the procurement & execution of such contracts. In pursuit of this, the **M.S. ESIC Hospital, Varanasi**.

13.1 Defines, for the purposes of this provision, the terms set forth below as follow:-

13.1.1 "Corrupt Practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of public official in the procurement process or in contract execution.

13.1.2 "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

13.1.3 "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels;

13.1.4 "Coercive Practices" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affix to execution of a contract.

13.2 Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices in competing for the contract in question.

14. Reservations:

14.1 **M.S. ESIC Hospital, Varanasi** reserves the right to appoint any number of Local chemists separately for different field of supply at ESIC Hospital, Varanasi that may be set up during the period of the contract.

14.2 **M.S. ESIC Hospital, Varanasi** or its authorized heads reserves the right to decide which Local chemists shall normally serve hospital. Without prejudice to this, any emergency purchase can be preferred

from any of the Local Chemist, irrespective of such allotment of different field of supply to each Local chemist for purchase of normal supplies.

14.3 **M.S. ESIC Hospital, Varanasi** or its authorized heads reserves the right to visit/inspect the premises of Local chemists.

15. Arbitration Clause: 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. ESIC Hospital, Varanasi** or any other Officer nominated by him to act as Arbitrator in the dispute, shall be final and binding on both the parties of this contract.

16. In case of disputes all the legal matter will be settled under the jurisdiction of court of Varanasi U.P.

Terms & Conditions for Collection of Indent and supply

17. The Local Chemist will supply the medicines/items at the agreed discount on the basis of indents issued by ESIC Hospital Varanasi to which the chemist is attached. Local Chemist will maintain sufficient stock of standard quality of medicines at all times to avoid inconvenience to the ESI beneficiaries. The Local Chemist will also maintain sufficient stock of generic drugs manufactured by generic division of reputed/leading manufacturers of drugs for uninterrupted supply to user units.

18. Indents are to be accepted duly countersigned by the Medical Superintendent/store in-charge of Hospital.

19. Local Chemist will indicate batch number, name of manufacturer and Expiry date on indents at the time of supplying the drugs to the concerned ESI Hospital.

20. Life Period (Shelf life): The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturing, at the time of supply.

21. Packing: Supplies are required to be made in original packing of manufacturer and only in available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day, by medical store of ESIC Hospital Varanasi for one or more patients unless otherwise stipulated.

22. Collection of indent for supply:-

22.1 Indents on the basis of which supplies are to be made should be collected by the chemist or his representative every working day (Monday to Saturday). The chemist /Chemist's representative will sign in the Indent Issue Register in the main store of the Hospital as proof of having attended the Hospital. The time and place of collection of indent will be decided with the local chemist mutually by the MS/ store-in-charge ESIC Hospital or any other person as may be approved from time to time.

22.2 In case of urgent need Local chemist will supply the drugs to hospital on supplementary indent to the hospital who will deliver the indent and collect the medicines personally from the shop of Local Chemist.

22.3 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 B

23. The Medical Superintendent of hospitals will fill all the four copies of the medicines cum indent form in single stroke and will retain one copy for office use and send three copies to local chemist who after filling the remaining required columns in the medicines cum indent form will return two copies along with medicines to the Medical Superintendent of the Hospitals. At the end of the fortnight Local Chemist will

submit all the copies for payment to Medical Superintendent along with summary of medicines cum indent form in a serially numbered printed invoice. One copy will be retained by the Local Chemist for his office use.

24. Delivery of supplies:- The delivery of supplies will be made on **SAME DAY** as the collection of the indents or at the latest by the next day, **without fail**, at the medical store of the hospitals indenting the supplies, as directed. On no account should there be delay or refusal by local chemist in which case the hospitals would make alternative procurement at the Tenderer's risk and expense. Normally price of generic medicines is less than the same branded medicine. However, if rate of any generic medicine is more than its branded counterpart, the branded version will be supplied. **Tenderer will agree to do marking of all supplies with the stamp "ESI SUPPLY NOT FOR SALE"**

25. The drugs/Dressing Materials/Surgical Consumables 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 **03(Three) years** for future participation in any ESIC Tender. Besides this, any other legal action(s) as deemed fit, will be taken. In case of failure or refusal by local chemist to supply the medicines to the hospital, the contract is liable to be cancelled at his risk and cost. If for any unavoidable reason beyond the Tenderer's 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 branded item. If any medicine indented by the Hospital is not supplied by the Local Chemist, the same will be procured from elsewhere and the extra expenditure incurred will be deducted from the incoming bills /existing bills of that particular Local Chemist

26. The contractor should give a declaration that the medicines/article supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to conform to the description and the quality aforesaid have deteriorated, the purchaser in that case will be entitled to reject the said articles or such part thereof as may be discovered not conforming to the said description and quantity. On such rejection such article or such articles or such part in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.

Terms & Conditions for presentation of bill and payment

27. Presentation of Bill: The Contractor shall present his bill for each fortnight's supply within ten days of the closing of each respective fortnight.

27.1 The bill shall be in the printed and serially numbered Invoices/ Credit bill with the name and address of the Chemist and Sales Tax, GST Registration Number printed thereon.

27.2 The bill shall show the summary of the total amount for each day for the net amount claimed, and supported by the acknowledged first copy of the indent, with all the column duly filled in.

27.3 The purchaser reserves the right to demand the original purchase invoice of the Local Chemist, of the batches of generic and branded medicines supplied, for verification of the Net Trade Price claimed by the contractor.

28. Payment:- The Contractor shall claim payments twice a Month i.e every two weeks. Payments of the bills prescribed in complete forms and in time will normally be arranged in 3 to 4 weeks from the date of presentations. 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 ESI Corporation.

29. The **M.S. ESIC Hospital, Varanasi** reserves the right to accept or reject any or all the tender(s) without assigning any reason(s) thereof and have the right to place orders to one or more firms.

Part 2 **Price Bid**

1. **Price bid of only those bidders who are found responsive in the technical bid will be opened.**
2. The acceptance of tender will normally be on the basis of maximum discount offered by the local Chemist on M.R.P. i.e. Maximum Retail Price which is printed on, the packing/flaps/ bottles. The Chemist will be paid on M.R.P minus discount and no Sales Tax, Octroi or any other levy/tax will be paid separately, 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.
3. Separate discounts should be quoted for generic & branded drugs. **Minimum discount offered on Branded Medicines should not be less than 10%** on M.R.P and **Minimum discount offered on Generic Medicines should not be less than 60%** on M.R.P. Tenderer must quote their offers both for generic & branded drugs, otherwise their offer will not be accepted and their tender will be rejected outrightly. The highest Discount quoted for both branded and generic items will become the **ESIC discount** for Branded medicine and Generic medicine & shall be intimated to all the technically approved tenderers by a letter of offer. This offer should be accepted by the tenderer to be able to qualify further in tender process.
4. **Items like Bandage, Gauze, Cotton, Disposable Syringe, sticking plaster etc. and other surgical consumable will be treated as generic and discount will be applied** accordingly except imported surgical consumables which will be treated as Branded and discount will be applied accordingly. This should be the exception rather than the rule and supplies are likely to be rejected by M.S. incase it is found that general surgical items are being charged as branded
5. Discount should be quoted in sealed envelope as per annexure "P" and superscribed "Commercial Bid".
Discount should not be mentioned at any place other than in the sealed Commercial Bid. If found so, the Bid shall stand rejected.

ANNEXURE-B

TENDER No. -282-U-16/52/Local Chemist /2017/Medical Store

Dated : 10.10.2017

Forwarding letter of the firm (On Firm's Letter Head)

From (Name and Address of the Firm)

To

Medical Superintendent,
ESIC Hospital,
Pandeypur, Varanasi.221002

Dear Sir,

I/We/am/are authorized signatories of M/s. _____

I/ we hereby undertake as follows:-

1. I/We hereby offer to supply **Medicines/Drugs(Allopathic), Dressings surgical disposable and Consumables, X ray films and chemicals to ESIC hospital Varanasi** as indicated in the Tender document.
2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender form and accept them.
3. I/We am/are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with the requirements.
4. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tenders.
5. I/We agree to arrange the supplies of life articles as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid and will comply with the provisions of Drugs and Cosmetics Act, 1940 and rules made hereunder.
7. I/We agree to abide by the Terms & conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We undertake and agree to abide that under any circumstances if my /our license for executing business is cancelled/ suspended by any authority of State Govt., my contract with ESI Corporation will be terminated automatically and my security will be forfeited.
9. I/We enclose:-
 - 9.1 Requisite Tender cost of Rs.500/- (in case tender is downloaded from Websites), EMD and complete tender document duly filled, signed with stamped on each page.

- 9.2 Self-attested copy of Valid drug license for retail chemist as per Drugs and Cosmetics Act.
- 9.3 No Conviction Certificate in original/Photocopy attested by a gazetted officer/Public notary issued from State Drug Controller that there is no case pending under the drugs and cosmetic Act and Rules there under as well as under Drug Price Control Order (DPCO) against the firm during the last 05 years. No conviction certificate must be issued after 30.06.2016.
- 9.4 Copy of GST Registration Certificate.
- 9.5 Self-attested Photocopies of latest VAT receipt of VAT paid of last two quarters as the case may be for the quarter ending on 31.12.2016 and 31.03.2017 i.e. from 01.10.2016 to 31.03.2017 or VAT clearance certificate for the same period from the competent authority.
- 9.6 Names and addresses of bankers along with other documents for E.C.S purpose as per Annexure "F"(Mandate form).
- 9.7 Audited annual turnover report (complete) duly certified by Chartered Accountant along with profit & loss account and Balance sheet of the firm for the last three consecutive financial years i.e 2014-2015, 2015-2016 & 2016-2017. (The firm must have annual turnover of Rs. Sixty Lakhs or more during each of the last three consecutive financial years i.e 2014-2015, 2015-2016, 2016-2017)**
- 9.8 Each and every page of the Tender document is signed and stamped by me excluding the originals if any submitted along with tender.
- 9.9 Undertaking as per Annexure "C".
- 9.10 Satisfactory performance certificate from competent authority for Govt organization supply as per Annexure "D"
- 9.11 I/We undertake to replace the Items supplied by me which are near expiry and slow moving as and when asked for.
- 9.12 I/We undertake to do Marking of medicines (**ESI Supply-Not For Sale**) on all items
- 9.13 My/our active e-mail ID is.....
- 9.14 I/We undertake not to substitute generic medicines in place of branded medicines.

SIGNATURE OF TENDERER with seal

ADDRESS:

(on non-judicial stamp paper of Rs.10/-)

ANNEXURE-“C”

=====

Date _____

UNDERTAKING

I/We undersigned is /are authorized signatory/signatories of the

firm M/s _____

Address _____

do hereby undertake that

1. The firm is in the business of Local trade of drugs for the last three consecutive years as on date of opening of the tender, holding **valid retail license issued by Drug control authority of the state for running the chemist shop for various categories of Allopathic drugs as applicable under the provisions of Drug & cosmetic act 1940 as on the date of bid opening above, for various categories. The firm will further ensure that our licenses remain valid till the end of Contract.**
2. **The firm is/were neither penalized by any State Govt. agency for any illegal activity nor my license issued by Drug control authority of the state for running the chemist shop for various categories of Allopathic drugs as applicable under the provisions of Drug & cosmetic act 1940 are/were suspended/cancelled OR my premises were sealed during the last Five years.**
3. **No case is pending against the Firm under the above mentioned Acts after the issuance of NO CONVICTION CERTIFICATE and till 30.06.2016.**
4. The firm has not been blacklisted by any organization during the last Five years.
5. The firm has experience of supplying medicines(Allopathic) to CGHS/ESIC/Defence/PSUs/other autonomous Government organisations, for at least one year in the last three consecutive years. Satisfactory performance report from competent authority is attached separately.

If above information is found incorrect/false at any time the tender is liable to be rejected.

Authorized signatory

ANNEXURE "D"

Performance Certificate

This is to certify that M/S.....address(of establishment).....have supplied Medicines/drugs(Allopathic) to this organization (Name of organisation).....from the period To

Their performance has been satisfactory and no complaints have been received in this regard

Signature and Seal of Competent authority

ANNEXURE-“E”

Checklist of Documents to be attached with Technical Bid/Documents establishing Bidders eligibility

1. Requisite Tender cost of Rs.500/- and EMD (Rs. Rs.30,000/--(Rs.Thirty thousand only) **separately** in the form of Demand Draft in favour of ESIC Fund Account No.1 Payable at Varanasi and complete tender document duly filled, signed with stamped on each page.
2. Self-attested copy of Valid drug license for retail chemist as per Drugs and Cosmetics Act.
3. “No Conviction” Certificate in original/Photocopy attested by a gazetted officer/Public notary issued from State Drug Controller that there is no case pending under the drugs and cosmetic Act and Rules there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years. No conviction certificate must be issued after 30.06.2016.
4. Copy of GST Registration Certificate.
5. Self-attested Photocopies of latest VAT receipt of VAT paid of last two quarters as the case may be for the quarter ending on 31.12.2016 and 31.03.2017 i.e.from 01.10.2016 to 31.03.2017 or VAT clearance certificate for the same period from the competent authority.
6. Names and addresses of bankers along with other documents for E.C.S purpose as per Annexure ”F”(Mandate form).
7. Audited annual turnover report (complete) duly certified by Chartered Accountant along with profit & loss account and Balance sheet of the firm for the last three consecutive financial years i.e.2014-2015, 2015-2016 & 2016-2017. The firm must have annual turnover of Rs. Sixty Lakhs or more during each of the last three consecutive financial years i.e 2014-2015, 2015-2016, & 2016-2017.
8. Each and every page is signed and stamped by authorized signatory of the firm excluding the originals if any submitted along with tender.
9. Undertaking as per Annexure ”C”, and performance certificate as per Annexure “D” from competent authority in Govt organization in case of Govt supply
10. ANNEXURE-B(Forwarding letter of the firm (On Firm’s Letter Head))
11. Undertaking as per clause No. 9 of Annexure-A, on non-judicial stamp paper of Rs 10/-

NOTE: The Technical Bid will be rejected if the requisite information/Documents have not been furnished by the bidder as detailed above.

Annexure "F"
MANDATE FORM

BENEFICIARY'S CUSTOMER'S OPTION TO RECEIVE PAYMENT THROUGH e-PAYMENT

1. BENEFICIARY NAME
2. BENEFICIARY ADDRESS
3. BENEFICIARY ACCOUNT NO.
4. ACCOUNT TYPE (S.B. ACCOUNT/CURRENT ACCOUNT FOR CASH CREDIT) WITH CODE 10/11/13
5. 9 DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY
6. BANK NAME
7. BANK NAME ADDRESS TELEPHONE NO.
8. IFSC (INDIAN FINANCIAL SERVICE CODE)
9. PHOTOCOPY OF CANCELLED CHEQUE TO CONFIRM CORRECTNESS OF IFSC CODE AND ACCOUNT NO. GIVEN IN C & H

I, HEREBY, DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IF THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASON OF INCOMPLETLE ON INCORRECT INFORMATION GIVEN BY ME AS ABOVE, I WOULD NOT HOLD THE USER INSTITUTION RESPONSIBLE.

DATED _____ (_____)

SIGNATURE OF THE BENEFICIARY/CUSTOMER

CERTIFIED THAT THE PARTICULATES FURNISHED ABOVE ARE CORRECT AS PER OUR RECORDS.

BANK'S STAMP

DATE _____ (_____)

SIGNATURE OF THE AUTHORISED/OFFICIAL

ANNEXURE-G

PRE-RECEIPT

Received Rs _____ (Rupees _____) towards refund of Earnest money vide
Challan No. _____ Dated _____ in respect of Tender Of Local Chemist
Published in _____ newspaper dated _____.

(Signature of the bidder with stamp)

Revenue Stamp

ANNEXURE "H"

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(At the time of award of tender)

To

**Medical Superintendent,
ESIC Hospital,
Pandeypur, Varanasi**

WHEREAS _____ (Name and address of the supplier)(Hereinafter called the supplier)has undertaken, in pursuance of contract No. **282-U-16/52/Local Chemist /2017/Medical Store Dated: 10.10.2017**

To supply Medicines/Drugs(Allopathic), Dressings surgical disposable and Consumables, X ray films and chemicals (herein after called "The contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. 50,000/= (Rupees Fifty thousand only)**, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under control and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 30(Thirty) months from the date of commencement of contract i.e. up to _____ (indicate date).

.....
(Signature with date of the authorised officer of the bank)

.....
(Name & designation of officer)

(Seal, name & address of the bank and address of the branch)

COMMERCIAL BID
(On Firm's Letter Head)
ANNEXURE-"P"

I/We undersigned is /are authorized signatory/signatories of the

Firm M/s _____

Address of establishment _____

do hereby undertake to quote discount as follows:

1. For **Branded Medicines/Drugs (Allopathic)**: % (in words) discount on MRP(Maximum Retail Price)(inclusive of all Taxes).

2. For **Generic Medicines/Drugs (Allopathic), Dressings and Consumables**:..... % (in words) discount on MRP (Maximum Retail Price)(inclusive of all Taxes).

3. For **X ray films and chemicals**: % (in words) discount on MRP(Maximum Retail Price)(inclusive of all Taxes).

*NOTE: Please quote % (percentage) of discount in figure as well as in words without any overwriting/ Cutting/ erasing. In case there is any overwriting /Cutting /erasing and any discrepancy in % (percentage) of discount quoted in words and figures, then % (percentage) of discount quoted in words will be considered. Application of fluid in the % (percentage) of discount quoted shall render the bid ineligible for consideration.

Name & Signature of authorized signatory/signatories of the
Firm with stamp