R.C. No. 5 **Registered Post/By Hand**

EMPLOYEES' STATE INSURANCE CORPORATION

Room No. 315, Hqrs. Office, Panchdeep Bhawan, C.I.G Road
New Delhi – 1100 02

No.U-16/13/6/Ayur-5/2011-ISM Dated: 18.7.2011

Tender Enquiry Form:
Sl. No._____

Please quote Tender No U-16/13/6/Ayur-5/2011-ISM on the top of envelope.

The sealed envelope containing the tender should be addressed to: -

Dy. Medical Commissioner (ISM)
Room No. 315, 3rd Floor,
Hqrs. Office, ESI Corporation,
Panchdeep Bhawan, C.I.G. Road,
New Delhi - 110002

The sealed envelope should be put in the tender box kept in ISM Cell, Room No. 315 ESIC Hqrs. Office, 3rd Floor, Panchdeep Bhawan, C.I.G. Road, New Delhi – 110002 by **01.09.2011**, 11.00 AM. All communications must be addressed to the office by designation and not by name.

To

M/s._____
_____
_____

Sub: CONCLUSION OF RATE CONTRACT FOR AYURVEDIC DRUGS FOR USE IN ESI INSTITUTIONS (AYURVEDIC) ALL OVER INDIA TO BE VALID FOR TWO YEAR FROM DATE OF FINALISATION.

Dear Sir

I. It is proposed to enter into a Running Rate Contract with Ayurvedic Pharmaceutical firms which fulfill the eligibility criteria approved by ESI Corporation for supply of drugs items enumerated in the schedule annexed. The eligibility criteria have been given in the term and conditions Firms intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions, otherwise the tenders will be summarily rejected.

II. The Rate Contract will be governed by the terms and conditions enclosed with this Tender Enquiry and no modifications / alterations etc. are allowed in any case. If any modification / alteration is proposed or any other

condition advanced by the tenderer, it shall be ignored and the tenderer will be bound by the terms of tender not-withstanding any modification/alteration etc. proposed by them.

III. Tenderer is therefore advised to tender rate quotations only if the terms and conditions as prescribed by Corporation are acceptable to them in its entirety and they fulfill all the eligibility criteria.

IV. Tenderers should submit Technical and Price Bid separately in sealed envelope superscribing the envelopes as Cover "A"- (Technical Bid) and Cover "B" - (Price Bid). Both these envelopes be again put in a single envelope superscribed with the "Tender No. U-16/13/6/Ayur-5/2011-ISM due on 01.09.2011 at 11:00 A.M."

V. The tender should be accompanied with an Earnest Money Deposit of Rs. 1,00,000/-(One lakh), only in the form of Demand Draft payable to D.G. ESI Corporation New Delhi. No bank guarantee / cheque / FDR etc., shall be accepted.

VI. Cover "A" Technical Bid

The tenderer should submit the following certificates / documents for the items tendered in a separate cover herein called Cover "A" (Technical Bid). The tender shall be liable to be rejected if following documents are not submitted with the cover 'A' (Technical Bid).

i) Earnest Money Deposit Draft of Rs. 1,00,000/-(One lakh) payable to DG, ESIC, New Delhi.

ii) Pharmaceutical firms having a minimum annual turnover of Rs. 1 Crore (One crore) for Ayurvedic formulations during the last three years i.e., 2008-09, 2009-10 & 2010-11 will be eligible for participation in ESI Rate Contract.
Audited financial statement (balance sheet and profit & loss account statement) for the last three years i.e., 2008-09, 2009-10 & 2010-11 certified by the Auditor.

iii) Certificate by Chartered Accountant giving Sales Turn Over in respect of Ayurvedic formulation only for last three years i.e. 2008-09, 2009-10 & 2010-11.

iv) Valid GMP Certificate for the items quoted.

v) Three years' manufacturing/marketing experience certificate from the State Drug Controller in the prescribed proforma (Annexure-B copy of which is enclosed). The Certificate should have been issued recently (not more than one year old). The certificate is to be signed by Drug Controller of the State.

vi) The list of items for which the offer is being made should be given as per the format as given in Annexure-A. All the columns of Annexure-A should be properly filled up and no column should be left blank..

vii) Tender may also be rejected if it is not submitted by the date/time prescribed for acceptance and any of the following documents listed is either not attached or attached but it is not in proper form/properly attested/not signed by authorised/competent officer.

Tender is also likely to be rejected if instructions for filling up the tender/submission of quotations annexed herewith, are not fully & properly adhered to.

viii) Item number as per tender enquiry should be clearly marked and highlighted with fluorescent marker pen in the GMP / Drug license / manufacturing and marketing certificate documents submitted.

ix) Each & every paper/page of the tender documents should be serially numbered and duly signed by the tenderer in accordance with the provision contained in clause - 25 of the Term & Conditions. A proper catalogue/checklist must be enclosed in the following chronological order with page No.

CHECK LIST OF THE DOCUMENTS: -

1. Forwarding letter of the firm.
2. Earnest Money Deposit Draft.
3. Cost of Tender (Draft) in case downloaded from Internet.
4. **List of items quoted as per Annexure 'A' (without rates)**.
5. Three years' manufacturing & Marketing Experience certificate duly signed by the State Drug Controller in prescribed format i.e. **Annexure-B** (should not have been issued more than a year ago).
6. Certificate of acceptance of terms and conditions in **Annexure 'C'**.
7. Production certificate for the last three years in respect of drugs quoted as per **Annexure 'D'**.
8. Information as per prescribed proforma (**Annexure 'E'**).
9. Manufacturing and marketing details of the product quoted as per the prescribed format (**Annexure 'F'**).
10. Audited financial statement (Balance-Sheet and Profit & Loss Account Statement) in respect of annual turnover for formulations.
11. Certificate by Chartered Accountant giving Sales Turn Over in respect of Ayurvedic formulation only for last three years.
12. Attested photocopy of valid GMP certificate.
13. Attested photocopy of Drug Manufacturing License with the list of products approved.
14. Non-conviction certificate for three continuous years from 2008 till date from the Drug Controller of the State.
15. Attested photocopy of valid excise permits.
16. Copy of the recent Income Tax Clearance and Sales Tax Clearance Certificate.
17. Guarantee Bond (as per clause 15 of terms & conditions).
18. Certificate of approval of Drug Controller General of India for new drugs.
19. Certificate of sole manufacturer of product from State Drugs Controller.
20. Samples of the products quoted.
21. "No dues" certificate from concerned Regional Director of ESIC & if not covered under ESI, a certificate to that effect ‘Return of Contributions’ and latest payment slip is also acceptable.
22. Any other document as required.

VII. Cover "B" Price Bid

The Tenderer should submit **Annexure 'P'** of the tender duly filled giving the rates of the various items in a separate sealed cover superscribed as Cover 'B'-(Price Bid).

Cover 'B' i.e., Price Bid of only those tenderers who fulfill all the eligibility criteria as laid down on the basis of details furnished by the tenderer in cover 'A' will be opened.

The tender form duly completed alongwith samples should reach this office on or before **11.00 A.M. on 01.09.2011**. The tenders (Cover 'A') will be opened on **01.09.2011 at 11.30 A.M**. in the Committee Room, ESI Corporation Headquarters Office, C.I.G. Road, New Delhi - 02 in presence of representatives of firms who intend to be present.

No quotation/paper shall be accepted after the prescribed date and time viz., **01.09.2011 upto 11.00 A.M**.

Yours faithfully,

(Dr. Pawan Kumar)
Dy. Med. Commissioner (ISM)

IMPORTANT INSTRUCTIONS FOR FILLING OF TENDERS

1. The list of items quoted (without rates) should be in the prescribed format as per Annexure 'A'.
   N.B.: Please stick to this proforma. Description of the item including composition strength & Pharmacopoeal standard should be given clearly.
2. The Price Bid should be submitted on a separate sheet as per the proforma shown in Annexure 'P' and submitted in a separate sealed cover superscribed as Cover "B"-(Price Bid).
3. The tenderer should read carefully the terms and conditions enclosed and submit Annexure 'C' duly signed.
4. The tenderer should quote for, those items only for which they have valid GMP Certificate.
5. Only one drug should be quoted against one particular disease group, where its main action lies. If a particular drug is quoted against more than one group, that particular drug shall not be considered against any disease group.
6. The certificate in support of manufacturing and marketing of the product for the last three years is to be submitted as per Annexure 'B' enclosed, duly signed by the State Drug Controller, Certificate issued by Inspector of Drugs/Drugs Inspector will not be accepted unless their authorisation by State Drug Controller to this effect is supported by documentary evidence. The Certificate should have been issued recently not more than a year ago.
7. The tenderer should quote only one rate for each item without any variation for different areas or any escalation clause. Rates quoted should be given both in words and in figures.
8. For New drugs, enclose an approval certificate of the Drug Controller General of India along with certificate from the concerned licensing authority.
9. Enclose a valid import license, where applicable.
10. If you are indicating 'No Tax' while quoting rate for any item, enclose a copy of certificate issued from the concerned Sales Tax authority in support of Tax Exemption granted for the item. The
    certificate should clearly show whether tax exemption is granted for particular items or for all the items manufactured by the firm.
11. Two samples against your each quotations against each disease category must be furnished for each medicine promptly by the stipulated date. Failure to do so, it shall entail your quotation being ignored.
12. The delivery period should not exceed six weeks as per clause 22 of the terms and conditions.
13. The goods are to be supplied F.O.R. destination and all the transit loss whatsoever will be borne by the supplier/firm (any monetary limit is not acceptable).
14. The approved firm shall be liable to supply the items in all the States from where they receive orders.
15. The tenderer must deposit a sum of Rs.1,00,000/- (Rs. One lakh only) as earnest money deposit along with this tender by means of Demand Draft in favour of Director General, ESI Corporation, New Delhi, Cheques / FDRs will not be accepted in any case. **Earnest Money Deposit (E.M.D.) deposited earlier will not be adjusted against this tender**. The tenders submitted with out earnest money deposit will be summarily rejected.

16. The catalogue of the items quoted along with a list of price fixed by the BICP and list of papers submitted, may also be attached.
17. If the above instructions are not adhered to by the tenderer, the quotation may summarily be rejected and the Corporation will not be liable to answer for the same.

ANNEXURE - "A"

Number of items quoted- ___

Details of the item quoted.

Description asked for in the tender			**Offer made by the firm**	
Item No.	**Description of the Item**	**Packing as specified**	**Description of the product & brand name if any**	**Packing**
1.	2.	3.	4.	5.

Date of issue of Mfg. License for the product	**Date of Mfg. of 1st batch of the product**	**Does it have GMP ? If so, Sl. No. & page No.**	**S. No. in Annexure 'B'**	**Remarks**
6.	7.	9.	10.	11.

ANNEXURE 'B'

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s._____ are holding valid manufacturing licence No._____ date____ of the State and they are manufacturing the following products since the last three years.
It is further certified that the following products are also being marketed for the last three years.
The products are as follows:-

S. No.	Name of the product	Pharmacopoeal Specification	Strength
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Note :

1. This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drug Inspector will not be accepted unless their authorisation by the State Drug Controller to this effect is supported by documentary proof.

2. Firm should have three completed years experience of marketing and manufacturing as on date of opening of the tender.

Dated:

Signature and seal of
Drug Controller of the State

Annexure 'C'

TO BE FILLED IN BY TENDERER AND RETURNED WITH THE TENDER

To,

Dy. Medical Commissioner (ISM)
Room No. 315, 3rd Floor,
Hqrs. Office, ESI Corporation,
Panchdeep Bhawan, C.I.G. Road,
New Delhi – 110002

Dear Sir,

We return herewith your Ayurvedic Rate Enquiry No. U-16/13/6/Ayur-5/2011-ISM with our quotation against respective items. We have carefully perused the Terms and Conditions of the Rate Contract and accept the same.

For and on behalf of the firm
(Firms Name & Address)

(Signature of Authorised signatory)

WITNESS:

Signed in my presence:

Name:
Designation:
Seal:

Notary Public/Gazetted Officer

(with Name & Complete Address)

Annexure - 'D'

PRODUCTION CERTIFICATE

Indicate details of production of the items quoted, for the last three years duly certified by the concerned State Drug Controller/ Company Auditor / Chartered Accountant

Sl. No. of the items as in tender enquiry	Name & specification of the item	Date of issue of Mfg. License for the product	Date of marketing the 1st batch
1.	2.	3.	4.

5. **ACTUAL PRODUCTION DETAILS**

2008-09		2009-10		2010-11		Remarks
Batch No.	**Batch size**	**Batch No.**	**Batch size**	**Batch No.**	**Batch size**	

Signature of the Manufacturer

Signature of the State Drug Controller/ Company Auditor / Chartered Accountant along with address & Seal.

Note: Firm will have to produce documentary evidence in respect of production as and when asked for.

Annexure -E

Proforma to be filled in by the Tenderer.

I. GENERAL INFORMATION

a) Name of the firm:
b) Address ,Telephone No., Working FAX & e-mail:
c) Whether the firm is Indian/ Multi-national.
d) Whether small/medium/ Large scale company.
e) Person responsible for conduct of business.
f) Particulars of Licenses held under Drugs & Cosmetics Act & the details. (If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be inforce should be enclosed.
g) Procurement agency with which registered and the agencies to whom drugs quoted supplied during last one year.
h) i.) Has the firm even been convicted, if yes give details:
ii.) Any case pending in Court with details.
i) Have the firm ever been black listed/debarred by any procurement agency/Govt. Organisation. If yes, details thereof.
j) Has the firm ever been debarred/black listed for supply of drug/drugs by ESI Corporation: if yes, give details.

II. TECHNICAL

a) Equipments for material handling, manufacturing of drugs and quality control of drugs.
b) Specialised testing facilities such as Microbiological testing and biological testing;
c) Details of Technical Staff:
   i.) Manufacturing Staff:
   ii.) Quality Control Staff:
d) Has the firm carried out stability study for drugs quoted:
e) Is the firm basic manufacturer of the drug quoted, if yes, details:
f) Drugs declared sub-standard/recalled during the last three years. Give details with reasons and the remedial action taken:

III. **FINANCIAL**

a) Annual Turn-over for formulations during the last three years (year wise) -
   i. 2008-2009
   ii. 2009-2010
   iii. 2010-2011

b) Name & Address of the Bankers to the firm and the facilities available for the bank.

c) Income tax No./Central Sales tax No./State Sales tax. No.

DECLARATION

I_____ proprietor / partner / director of M/s. _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

Name & Designation with stamp

WARNING

If information furnished in this form is subsequently found to be incorrect the tenderer will be black listed.

Annexure ”F”

DETAILS OF MANUFACTURING & MARKETING STATUS OF ITEMS QUOTED

Sl. No	Item No.	Description of item	Manufac-tured by	Self mfg. / loan license / 3rd party	Marketed by	Remarks

Annexure “P”

PRICE BID

Item No.	Name of the Item	Unit	Rates offered (in figures) excluding excise duty	Excise Duty	Net Rates offered (in words) (4+5)	Retail sale price*	Taxes, if any	Brand Name
1	2	3	4	5	6	7	8	9

*** “Retail Sale Price” means the retail price displayed by the manufacturer under the provision of the Drug (Prices Control) Order, 1995.**

EMPLOYEE'S STATE INSURANCE CORPORATION
Room No. 315, 3rd Floor, Hqrs. Office, Panchdeep Bhawan, C.I.G Road
New Delhi – 1100 02

TERMS AND CONDITIONS FOR RUNNING RATE CONTRACT

1. This rate enquiry is for the purpose of executing, Rate Contract for supply of medicines in ESI Hospitals/Dispensaries and other medical institutions run by the ESI Corporation within the country. The rates quoted and accepted by the Director General, ESI Corporation shall be valid for the quantities that may be purchased from time to time during the course of the contract.

2. The quotations shall remain open for acceptance for 180 days (One hundred eighty) from the date of opening of tenders.

3. Eligibility:
Firms to be eligible should fulfil the following conditions: -

i. Pharmaceutical firms having a minimum annual turnover of Rs. 1 crore (one crore) for Ayurvedic formulations during the last three years i.e., 2008-09, 2009-10 & 2010-11 will be eligible for participation in ESI Rate Contract. Firms will have to submit audited financial statement for the above three years in support of annual turnover.
Turnover should be in respect of firm submitting the tender. Group turnover will not be considered for determining the eligibility and such tenders will be rejected summarily.
Certificate by Chartered Accountant giving Sales Turn Over in respect of Ayurvedic formulation only, for last three years i.e. 2008-09, 2009-10 & 2010-11.

ii. Firms must have GMP certificate i.e., Good Manufacturing Practices (GMP) Certificate issued by State Drug Control Authorities for each of the drugs quoted.

iii. A certificate from the State Drug Controller concerned that the firm has been manufacturing and marketing the product / products for which the firm has quoted the price, for the last three years except for new drugs. Firm should have three completed years experience of marketing and manufacturing as on date of opening of the tender.

iv. For newly introduced drugs, the original manufacturer can be eligible provided the firm submits a certificate from the Drug Controller General of India in support of the claim and Drug license from the Licensing authority.

v. For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/Licensing Authority.

vi. Firm should have a valid drug manufacturing license from the State Drug Controller for the drug / drugs quoted and must submit a attested copy of the same.

vii. In case of narcotics, the firm will have to submit the narcotic license issued by the licensing authorities.

viii. Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules thereunder during the preceding three years for any of the drugs for which he has quoted price and that no case / proceedings is pending against the manufacturer in any Court of Law in India under the Drugs & Cosmetics Act.

ix. For the drugs quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.

x. Specification:

a. Quotation shall be strictly according to the required specifications. Connected literature/clinical trial reports should also be furnished and name of the manufacturer and brand under which the product is marketed should also be stated.

b. The current year price list of medicines should also be endorsed with the quotations.

c. State clearly whether you hold excise permit in respect of excisable items i.e., opium (Ahiphena), Bhanga (Charas) etc., or not. A copy of the same should be submitted where applicable.

4. After the quotations have been accepted by the Director General, ESI Corporation, supply orders will be placed by the Director Medical Delhi/Heads of ESI Corporation run hospitals/Heads of ESI Scheme of various States as per Schedule attached, who for the purpose of this Rate Contract, shall be designated as Chief Direct Demanding Officer and will exercise the powers of Director General, ESI Corporation in all matters connected with the execution of supplies and/or wherever specifically provided in the terms and conditions of the Rate Contract. The Chief Direct Demanding Officer can also designate any of his subordinate Officer as Direct Demanding Officer (DDO) to operate this contract.

5. Supply orders will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Direct Demanding Officers.

6. Supply orders against the contract will be accepted as long as these reach the contractor on or before last date of the currency of the contract. Supply orders received during the closing days should be complied within due course, in accordance with the contract, even if though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.

7. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the contractor will supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract. If different rates for specific items of stores or slab rates are quoted, the tenderers shall supply additional quantities in respective rates quoted by them for those items and that slab tenderers are bound to accept order for additional quantities under this clause if the order is placed on them during the currency of the contract but before the expiry of the delivery date.

8. The Director General, Employees' State Insurance Corporation, New Delhi reserves the right to reject any or all offers including the lowest quotation without

assigning any reasons whatsoever. The Director General, ESI Corporation, New Delhi will also have the authority to accept tenderer's offer in respect of any one or more of the items for which tenderers may have quoted and his decision in this respect shall be final.

9. The Director General, ESI Corporation reserves the rights to invite in his sole discretion separate quotations to effect purchases outside this contract in the event of any urgent demand arising in a locality where no stocks are held or otherwise.

10. Quotations shall be strictly according to the required specifications, and in the case of formulations, detailed formula alongwith the connected literature, Drug licenses should be furnished. The name of the manufacturer, and the brand name should also be stated.

11. Marking

Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made thereunder.

12. Packing

a) Tendering firms must quote for the packing specified against each item in the schedule annexed "To the rate enquiry", as any other packing may not be accepted.
b) Where no pack is specified, tenderers may quote for standard packs available in the market.
c) All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., should be emboldened/imprinted/stamped with the letters **"ESI Supply not to be Sold"**.
d) Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
e) Rates should be quoted for **Strip packing** only except where mentioned.
f) Supplies to be made in a Box of 10 Strips.
g) Liquid orals to be supplied in glass bottles / Plastic bottles conforming Drugs & Cosmetics Act and Ayurvedic Pharmacopea
h) It should be ensured that only **first use packaging material, of uniform size including Bottles** and vials is used for making supplies on the basis of ESI Rate Contract.
i) All primary packing container should be strictly conforming to the specification included in the relevant pharmacopoeia.
j) Packing should be able to prevent damage or deterioration during transit.
k) All containers i.e., bottles, tins, cartons, etc., are required to be secured with pilfer proof seal to ensure genuineness of the product packed and other correctness of contents. No butter paper is to be used for packing of sealing.
l) Asava, Arishta. .Tailas, Kwatha (Pravahi), Ghrita, Avalehas, Lavanas & Kshara must be supplied in glass /plastic bottles.
m) Avalehas in syrup form should be, supplied in narrow mouth glass/plastic bottles.
n) Avalehas and Ghritas should be supplied in wide mouth glass / plastic packings.

o) Churna and kwatha coarse should be supplied in tin/plastic packings. The inner packing, should be of polythene bags.
p) The weight of each pill/tablet of costly medicines under Group I (A) Shastrokt Yogas / Special should be 125 mg.
q) The weight of each pill/tablet of rasa yogas and vati, mentioned below should be 125 mg:-
   1. Karpoor Rasa
   2. Vednantak Rasa/Vati.

NOTE: The weight of each pill/tablet in respect of remaining rasa and vati, ghana.vati gugglu, lauh and mandoora specified in the list should be followed.

SPECIAL INSTRUCTIONS FOR MAKING PILLS/TABLETS: -

r) No extraneous matter i.e. gum or other material shall be used in the preparation of pills/tablets other than the actually prescribed ingredients.

NOTE: Samples of all medicines should be submitted as stated above alongwith the tender.

s) The labels of all the medicines to be supplied must be written in Hindi or in English. The printing of labels of each approved item must be different in colour, if possible.

13. Life Period

I. In case of supply of Kwatha (Choorna, Avaleha, Paka, Guti, Ghrita and as well as preparations containing such deteriorating elements, supplies should not be older than two months from the date of manufacturing.
II. Asavas and Arishtas preparations should be at least three months older at the time of supply.
III. The manufacturing date, expiry date where applicable, Batch No. and main composition must be written clearly on each bottle, packets, tins etc., in respect of each lot offered by you against the contract. The batch number and manufacturing date must be incorporated on tube also as per outer cover (carton).
IV. All other Ayurvedic medicines including patent & proprietary medicines supplied in any form of its presentation i.e., drops/tabs/caps/syp/Oint. Avaleh etc., should have been manufactured within six months from the date of supply.
V. Ayurvedic medicines having a prescribed shelf life should not be older than one sixth (1/6) of its shelf life from the date of manufacture.

14. i.) The stores offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made thereunder as amended upto date and Drug Price Control order.

ii) a) If any store/stores supplied against this Rate Contract are found to be not of standard quality on test analysis from approved laboratory and / or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make

full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.

b) If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.

c) If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Rate Contract of the Corporation.

15. The contractor should also give a guarantee as follows in case of biological and other products having a particular life period to provide safeguard against losses on account of deterioration within their stated period of potency.
The contractor/seller hereby declare that the goods/stores/ articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conforms to their description specification as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/stores/ articles. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the purchaser in that behalf will be final and conclusive. The purchaser will be entitled to reject said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of the goods/articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if is rejected by the purchaser otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

16. The price charged for the stores supplied under the agreement or the rate quoted by him for supply of medicines to the Corporation, whichever is lower, shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person(s) during the said period of agreement. If at any time during the said period, the contractor reduce the sales price of such stores or sells such stores to any other person at a price lower than the price chargeable under the agreement, he shall forwith notify such reduction in sale price to the Director General, E.S.I. Corporation and Direct Demanding Officers and the price payable under the agreement for the stores supplied after the date of its coming in to force will be the reduced price. The approved price in Rate Contract shall stand correspondingly reduced.

17. The price must be quoted F.O.R Destination per unit as shown in the schedule annexed and should be exclusive of Sales Tax but inclusive of all charges for packing and forwarding.

18. Excise duty, Sales Tax and other Taxes if extra, where legally leviable and intended to be claimed, should be distinctly shown separately alongwith the price quoted. Where this is not done, no claim of excise duty, Sales Tax and/or other taxes will be admitted at any later stage on any ground.

19. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply order in good condition at the specified destination and for this purpose freight insurance octroi etc., if any, will have to be borne by the supplier.

The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor, of any loss damage to the stores, that may have occurred during the transit.

20. Payment

Payment for the supply will be made within 4 to 6 weeks (after receipt and acceptance of the goods) directly by the Direct Demanding Officers or through nominees to whom bills are submitted.

21. Delivery Period.

Delivery Period will be six weeks.

The successful tenderers shall maintain stocks at the station/stations indicated by him and shall make deliveries against supply orders for such stocks, as and when, required. On receipt of an order from any Direct Demanding Officer, the successful tenderer shall, execute the order within 6 weeks from the actual date of dispatch by registered post. In case of failure to supply, the Corporation reserves the right to purchase the stocks from other sources as risk purchase, i.e. purchase from any other firm or firms, in the rate contract or from outside the contract at the discretion of the Direct Demanding Officer concerned at a competitive rate.

22.

a) If the successful tenderer fails to execute the supply order within the stipulated period penalty of two (2) per cent of the value of the order calculated at the contract rate per week or a part of a week will be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders. The cut of date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination. A successful tenderer can extend the delivery period with the agreement of the Director Demanding Officers, if he is not in a position to execute the order in time. Such extension is permissible for a maximum period of 5 weeks and in this situation penalty will be levied as mentioned above**.**

b) If the articles are not supplied by the schedule date (as indicated above or by the extended date) full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure involved in procuring supplies from elsewhere will, in that case, be recoverable from the contractor in full at discretion of Direct Demanding Officers. The recoveries thus due will be deducted from any sum then due to him from the Direct Demanding Officer or which at any time thereafter may become due to him under this contract or any other contract placed with him by the Direct Demanding Officers. He will be deemed to be exercising the powers of Director General, ESI Corporation in case any such contingency arises. Apart from risk purchase action, the firm's earnest money deposit/the security deposit may be forfeited and

shall invite other penal action like debarring from participating in ESI Corporation Rate Contract present and future for a period of **not less than two years.**

23. a) Director General, ESI Corporation may at his discretion call upon the contractor to deposit a sum (which he might think appropriate) as a security for the due performance of the agreement in all respects. He will be at liberty to apportion any sum or sums to cover extra expenditure incurred by any Direct Demanding Officer in the manner indicated in Clause 23 above. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.

b) The tenderer must deposit a sum of Rs.1,00,000/- (One Lakh rupees only) as earnest money along with the tender. This will be for due performance of the agreement in all respects. The Director General will be, at liberty to adjust whole or part of this money and security money to recover the penalty indicated in clause 23 above or any other dues accruing to the E.S.I. Corporation. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.

c) E.S.I. Corporation will not pay any interest on Earnest Money Deposit / Security Deposit, which would stand credited to the E.S.I. Corporation Account.

24. Signing of the tender

The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the tender are not filled in. Individual signing the tenders or other documents connected with the contract must specify whether he signs as:-

i) A sole proprietor of the firm or constituted attorney of such sole proprietor.

ii) A partner of the firm, if it be a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership/agreement or a power of attorney.

iii) Constituted Attorney of the firm if it is a company.

N.B.

1) In case of (ii) a copy of partnership agreement attested by a Notary Public should be furnished unless the same has been previously furnished to the Corporation, or affidavit on stamped paper of all the partners admitting execution of the partnership of the general power of attorney should be furnished.

2) In the case of partnership firms, where no authority to refer disputes concerning the business of 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) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign the same and, if on enquiry it appears that the person so signing had no authority to do so, the purchaser may without prejudice to other civil and criminal remedy cancel the contract and hold the signatory liable for all costs and damages.

4) Each and every page of the tender and Annexure if any should be signed by the authorised signatory of the firm. The specimen signature of the authorised signatory should be submitted to the Corporation along with the tender.

5) The tender will be rejected if:-

a) A firm submits conditional tender.
b) "No tax" quotations are not supported by a proof.
c) All the papers are not complete.
d) More than one type of rates are quoted for one product.
e) Tender is not sealed properly.
f) If it is not legible and cuttings/over writings are not attested by the authorised signatory alongwith seal.
g) The rates quoted are not found both in figures and words. The unit for which rate is quoted should be clearly specified.

6. Each page of photocopy of various papers/certificates attached should be attested by Notary Public General or State Government, Gazetted Officer or Group 'A' and 'B' Officers of the ESI Corporation.
7. A copy of recent Income Tax clearance Certificate and Sales Tax clearance Certificate duly attested, should be attached with the tender.
8. The firm shall submit a copy of no dues certificate from the concerned Regional Director of ESI Corporation if the manufacturer firm is covered under the ESI Act (1948) (Amended from time to time).

General Instructions

25. Rates for only such items, which can be supplied immediately on demand or latest within six weeks of the placing of supply order through out of the period of contract as indicated above, may be quoted.

26. a) Tenderer should submit cover 'A' Technical Bid & cover 'B' Price Bid separately in sealed envelopes superscribing the envelopes as cover 'A' Technical Bid & cover 'B' Price Bid. Both these envelopes be again put in a single envelope superscribed with Tender No., date and time of the opening of the tender.

This tender form together with Schedule annexed should be returned to Dy. Medical Commissioner (ISM), E.S.I. Corporation, New Delhi. Such sealed cover should be delivered by the specific time and date.

b) Cover 'A' Technical Bid will be opened on the specified date and time. Cover 'B' Price Bid of only those tenderers who fulfill all the eligibility conditions on the basis of the details furnished by the tenderer in cover 'A' will be opened. The date and time of opening of the price bid in respect of tenderers who fulfill eligibility criteria will be intimated to such tenderers.

27. No figures or words should be overwritten. Incorrect figures and words should be scored out and rewritten under proper attestation.

28. Goods are subject to scrutiny and rejection by the Direct Demanding Officer or his nominee in accordance with the rules/procedures in vogue.

29. Frequent lapses in this respect may result either to debar the tenderer for supply of drugs/medicines etc., for a period of three years or removal of the name of the tenderer concerned from the approved list of suppliers.

30. The supplier shall arrange to effect free replacement of any quantity, which may deteriorate in potency, strength etc., before the date of expiry marked on the labels.

31. No facility regarding import license for raw materials etc., can be given.

32. In case of controlled goods by the Govt., the quotations must be sent subject to the controlled rates and other conditions and the contractor will be paid at the

controlled price or rates offered by the contract whichever is less. Controlled goods must be clearly mentioned as such in the tenderers' quotations.

33. In all contracts for materials, which are branded with 'ESI SUPPLY' mark including rejected stores, it would be a condition that such material will not be sold to the public.

34. Withdrawal of tenders' along with the earnest money will be allowed before the date of opening of tenders.

After opening of tenders: -

a) withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full;

b) no change/alteration in rate or other terms in the tender will be permitted under any circumstances; and

c) partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

If the firm fails to execute the supplies three times during the currency of the rate contract, it shall be debarred for the next three years with effect from the last failure.

34-A.Not withstanding any omission or shortcoming in the supply order it is incumbent upon the contractor/seller to supply the items as per the specifications of the relevant rate contract.

34-B Any dues or payments that have arisen to the Corporation from the contractor for which no specific time limit has been laid down in the terms and conditions shall be payable by the contractor within such time limit as may be prescribed in the letters/orders addressed to the contractors.

34-C. Any payments that have been demanded as per the provisions of clause 34-C or under any other clause shall be payable within the time laid down. **On failure to do so: -**

i) The contractor shall be liable to be debarred for supplying medicines/ drugs etc. to the Corporation for a period not exceeding three years.

ii) **The contractor is liable to be prosecuted in court of law.**

35. Arbitration

In the event of any dispute or difference arising under these conditions or any special conditions or contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions the same shall be referred to the sole arbitration of the Director General, Employees' State Insurance Corporation or some other person appointed by him. It will be no objection that the arbitrator is a Government/Corporation servant and that he had to deal with matters to which contract relates or that in the course of his duties as Govt./ Corporation servant he had expressed views on all or any of the arbitration dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

It is term of this contract:

a) If the arbitrator be the Director General, Employees' State Insurance Corporation:

i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office

either to proceed with the reference himself, or to appoint another person as arbitrator; or

ii) In the event of his becoming unable to act, for any reason, it shall be lawful for the Director General,
Employees' State Insurance Corporation to appoint another person as arbitrator.

b) If the arbitrator be a person, appointed by the Director General, Employees' State Insurance Corporation:
In the event of his delaying neglecting or refusing to act, being unable to act, for any reason, it shall be lawful for the Director General, E.S.I.C. either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.
It is further a terms of this contract that no person, other than the Director General, E.S.I.C. or the person appointed by him should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitrator at all.
Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
Work under the contract at shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be with-held, on account of such proceedings.
The venue of the arbitration shall be Delhi/New Delhi.
In this clause the expression the Director General, E.S.I.C. means the Director General ESIC for the time being and includes, if there be no Director General of ESIC, the officer who is for the time being the Administrative head of the Employees' State Insurance Corporation whether in addition or otherwise.
For the purpose of the contract including proceedings thereunder, the Director General, ESIC shall be entitled to exercise all the rights and powers of the purchaser.
All the disputes relating to the Rate Contract shall be subject to the territorial jurisdiction of Delhi Courts.

36. Rate Revision

Successful tenderers shall not be entitled to any rate revision of price for any reason except that allowed by Government of India.

37. Tenderer will indicate the assessed manufacturing/production capacity for each item quoted by him. He will be liable for cancellation of the contract for any misleading information found at any time during the currency of the contract.

38. All the disputes relating to this tender enquiry and Rate Contract shall be **subject to the territorial jurisdiction of Courts at Delhi/New Delhi only.**

39. Inspection

The Director General, ESI Corporation, reserve the right for Inspection of the pharmaceutical firms participating in the tenders, by officers appointed by the Director General. They can carry out inspection for assessing the

capacity/capability/eligibility of the firm to make supplies on the basis of ESI Rate Contract and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Director General shall be final in this regard.

40. Testing of drugs.

a) Regular and random testing of drugs will be under taken from Govt./Govt. approved laboratories for Ayurvedic drugs at the time of supply and at any time during the shelf life or whenever any defect is noticed.

b) The report of the Govt./Govt. approved laboratory shall be accepted by the firm. In case the same is disputed by the firm giving reasons, the report of the Central Indian Pharmacopoeal Laboratory/any other Central Drug Laboratory only will be accepted as final and the same should be submitted with in three months, from the date, the disputed test report is communicated to the firm. For this, the firm should approach the concerned Drug Control Authorities for getting the drugs tested as per procedure from the designated Central Drug Laboratory.

41. Pharmacopoeal Specifications.

Pharmacopoeal Specification should be clearly mentioned against each drug/constituent of the drug quoted as per the provisions of Drug and Cosmetics Act. "For those classical medicines that are not mentioned in the Ayurvedic Formulary of India, such medicines with references in classical text included in the Drugs & Cosmetics Act would be considered."

42. Firms debarred by the ESI Corporation/other procurement agencies including Govt. organisations will not be considered for award of Rate Contract till the period of debarring and need not apply.

43. Furnishing wrong information and false documents will make the tenderer ineligible and liable to be debarred / blacklisted from participation in ESI Rate Contracts.

44. The past performance of the tenderer will be taken into consideration for award of a new Rate Contract.

45. Tenderer will have to furnish documents in support of the information given in the tender. Original documents shall be submitted for verification as and when required.

46. The Tenderer should submit an affidavit on Stamp Paper, stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs & Cosmetics Act.

47. In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and the bidders will be blacklisted.

48. Samples

i. Samples of classical and proprietary/branded medicines, should be submitted in two separate boxes properly labelled as "Samples for Classical medicines" and "samples for Patent/Proprietary medicine."

ii. Two samples against your each quotation against each disease category must be furnished for each medicines promptly by the stipulated date. Failure to do so, it shall entail your quotation being ignored.

iii. Sample should be in the form of packs as specified in tender enquiry.

iv. You will be required to submit one set of two samples free of cost of the approved medicines bearing same batch number which have been approved by ESIC to all the Purchasing authority through out India within one month of communication of approval otherwise supply order may not be placed.

v. The proforma and detail of individual item patent/proprietary clinical trial report etc., concerned with the quotations must be accompanied separately alongwith the samples instead of attaching with the schedule of tender and the rate enquiry.

vi. Firms may take back their samples of **unapproved drugs** within 10 days from the issue of the Rate contract, otherwise the same will be destroyed by the ESIC.

49. Selection of medicines will be done by Drug Selection Committee by adopting organoleptic methods i.e., Taste, colour, consistency, shape, size, packing, weight, hardness, brittleness, fineness as per ingredients and composition of medicine etc. Quality of medicines as decided by the Committee will be the criteria for selection and the same shall be final.