



**ESI POST GRADUATE INSTITUTE OF MEDICAL SCIENCE AND RESEARCH
AND
ESIC HOSPITAL & OCCUPATIONAL DISEASE CENTRE (E.Z.),
(A statutory body under Ministry of Labour Govt, of India)
DIAMOND HARBOUR ROAD, JOKA, KOLKATA, 700 104
Fax: 033 2467 2795, Phone: 033 2467 1764 / 6280 / 1322/2799
(An ISO 9001:2008 CERTIFIED ORGANISATION)**

Tender No. 412.U.16/25/2007/L.P.Medicine /Vol.II

Dated: 04.08.2011

Sub: Invitation to tender for local purchase of drugs and dressings.

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal. All communications must be addressed to the officer named above by title only and not by name.)

**From: The Medical Superintendent,
ESIC Hospital & O.D.C. (E.Z),
Diamond Harbour Road,
P.O.: Joka, Kolkata: 700 104.**

To: _____

Sir(s), _____

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

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head **at a cost of Rs.500.00 (Rupees Five hundred only).**

The tender documents can also be down loaded from the web site (www.esic.nic.in) & in such case the same may be signed & submitted as per the procedures mentioned here in after along with the fee(S) for the tender documents @ **Rs.500.00 (Rupees Five hundred only).**

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

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

The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant cases.

The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting

for any item or not. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.

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

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself 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 work at the rate quoted by you. You are at liberty to tender for the whole or any part.

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

Date of issue of Tender paper	04.08.2011 to 24.08.2011 (10AM to 3.00 PM on all working days from Monday to Friday)
Prebid Meeting	11.08.2011 at 2 PM
Last Date of submission of tender paper	25.08.2011 upto 2 PM.
Date & Time of Opening of Tender	25.08.2011 at 2.30 PM
Earnest Money	Rs.70,000.00
Security Money	Rs. 3,50,000.00
Expected value of Local Purchase	Rs.35 Lakhs
Tender Document Fee	Rs. 500.00

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

CHECK LIST:		
1	TENDER DOCUMENT FEE BY DEMAND DRAFT ONLY	Submitted , [Yes /No]
2	EARNEST MONEY DEPOSIT BY DEMAND DRAFT ONLY	Submitted , [Yes /No]
3	VALID TRADE LICENCE CERTIFICATE	Submitted [Yes /No]
4	VAT / CST CERTIFICATE	Submitted [Yes /No]
5	ORIGINAL TENDER DOCUMENT SIGNING ALL THE PAGES	Submitted [Yes /No]
6	Valid Drug Licence Certificate	Submitted [Yes /No]
7	The supplier must have branch shop / service centre in Kolkata. The name, addresses, phone no, fax no, etc, of the branch shop / service centre (as the case may be) in Kolkata within 12 km from this hospital.	Submitted [Yes /No]

Yours faithfully,

MEDICAL SUPERINTENDENT

Enclosures:

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

To
Tha Medical Superintendent
ESIC Hospital & Occupational Disease Centre (E.Z.),
Diamond Harbour Road, Joka, Kolkata, 700 104

COMPULSORY DOCUMENTS:

[Without which the offer is liable to be cancelled]

1. Tender Document Fee: Rs. _____ DD No. _____ dated _____

2. EMD Value: Rs. _____ DD No. _____ Dated _____

3. Valid Trade Licence Certificate: Valid upto _____

4. VAT / CST certificate: Submitted [Yes /No]

5 . Original tender document signing all the pages: Submitted, [Yes/No.]

6. Valid Drug Licence Certificate: Submitted, [Yes/No.]

7. The supplier must have branch shop / service centre in Kolkata within 12 km from this hospital. The name, addresses, phone no, fax no, etc, of the branch shop / service centre (as the case may be): Submitted, [Yes/No.]

Date:-
Place:-

Signature of the tenderer:-

Full Name:-
Designation:-

(Office seal of the tenderer)

TENDER FORM AND TERMS & CONDITIONS

Date of issue of Tender paper	04.08.2011 to 24.08.2011 (10AM to 3.00 PM on all working days from Monday to Friday)
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Tender Document Fee	Rs. 500.00

1. PREPARATION OF TENDER:

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

2. SIGNING OF TENDER:

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing tender or other documents connected with the contract must specify:
 - i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?
 - ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
 - iii) Whether signing for the firm 'Per Procreation'?

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

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

3. DELIVERY OF TENDER:

The original copy of tender along with the declaration form, duly completed and signed, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters. "**Tender for Local purchase of drugs and dressings**". Outstation tenders should be sent by Registered Post only.

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

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

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

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

6. OPENING OF TENDER:

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

7. VALIDITY OF TENDER:

The tender shall be valid for one year from the date of award of the tender. However, the Medical Superintendent on his discretion can extend the period for further one year on the same terms & conditions.

8. PRICES:

- i) The prices quoted must be as per the annexed schedule (Annexure – II) inclusive of all packing and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified, wherever necessary. Price must be clearly shown in figures and words in Indian Currency.
- ii) Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax/ VAT / duties / statutory charges or such charges are extra. Where no specific mention is made as to Sales tax / VAT/ or other duties, prices quoted shall be deemed to be inclusive of such taxes / charges.
- iii) Price should be quoted in original sheet of Annexure III failing which the tender shall liable to be cancelled.

9. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc., is required within a period as specified below (**Clause 11, Sub clauses 'Q' to 'U'**) and as the place mentioned therein.
- b) The tenderer shall deliver the stores at destination to the consignee in good order (of which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quantity or quantities as may be ordered by him from time to time.
- c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be the essence of contract and delivery must be completed not later than the date(s) specified.

But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc., which, the Medical Superintendent, ESIC Hospital & ODC (E.Z) 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 Hospital & ODC (EZ), Joka, or his assigned representative. Any defect found in the materials / work done will render the supplies / work open to rejection and decision of the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. The rejected store shall be returned to the suppliers at their risks and costs.

11. OTHER TERMS

- A. The Tenderer shall, wherever, call upon to do so give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.
- B. **Jurisdiction**: The Medical Superintendent or the official nominated by him, it may be noted that the unsuccessful tenderer will not be informed the result of the tender.
- C. In the interpretation of the contract and the general and/or special condition governing it, unless otherwise requires: -
- a) *The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, the tender acceptance of the tender, particulars thereafter defined and those general and special conditions they may be added.*
- b) *The term 'Contractor' shall mean the person, firm or company with whom the order for supply is placed and shall deem to include the contractor's successors (approved by the purchaser) representatives, heirs, executors and administrators unless excluded by the contract.*
- c) *'Contract price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by or on behalf of the purchaser.*
- d) *The term 'Corporation' shall mean the ESI Corporation.*
- e) *The term 'Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka' and other officer authorised for the time being in the administration of ESI Corporation and any other officer authorised for the time being to execute contract relating to the purchase.*
- D. **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.
- E. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- F. **Earnest Money**: The tenderer shall have to deposit an amount of Rs.70, 000.00 (Rupees Seventy Thousand Only) as earnest money with their tender, failing which the tender is liable to be rejected out rightly. The earnest money is to be paid by **Demand Draft**; the same should be drawn in favour of ESI Fund A/c No. 1, payable at Kolkata and attached with the tender, **Cheques will not be accepted for Earnest Money**. In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- G. **Security Deposit**: On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, **a sum equivalent Rs.3,50,000 (Rupees Three Lakhs**

Fifty Thousand only) of the as indicated in the tender forms otherwise the same shall be deducted from the ensuing bill/s of the contractor at the discretion of the competent authority. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand Drafts payable at Kolkata in favour of ESI Fund A/c. No. 1.**

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

b) *On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.*

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

I. **Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) *If the contractor being at individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or*

ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.*

iii) *If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.*

J. **Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the medical superintendent. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1940 (as amended as rules framed there under).

K. **Document:** The tenderer should have a valid **Drug licence, Trade licence and Sales tax or VAT /PAN registration certificate** and produce attested copies of such certificates along with the tender papers, **failing which his tender shall be liable for rejection.**

L. **Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

M. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.

- N. The acceptance of tender will be on the basis of discount offered by the tenderer on the Maximum Retail Price (M.R.P.), which is printed on the packing/flaps/bottles. No additional payment, except for taxes applicable and chargeable including VAT as per Government Rules from time to time, shall be considered, unless proper document are submitted in support of such taxes paid or to be paid.
- O. Tampering on the printed MRP of the manufacturer, by the tenderer / chemist by use of stickers or any other means will not be accepted and will be rejected, in addition to putting the tenderer in administrative actions as deemed fit. The decision of the competent hospital authority in this regard will be final and will be binding on the tenderer.
- P. **Discounts:** Separate discounts may be quoted for generic & branded drugs.
- Q. The approved tenderer and/or their authorised representative(s) shall visit the issue section and Medical Store section of this hospital daily on working days between 2.00 pm to 3.00 pm from Monday to Friday and between 11.00 am to 12.00 noon on Saturday to collect the order of local purchase, if any. The participating tenderer must have a branch of his shop within 12 KM. of the hospital. During Sunday/holiday & beyond normal working hours orders may be placed by Casualty Medical officer under his signature & seal.
- R. After obtaining the order as specified in clause above, the approved tenderer and/or their authorised representative(s) shall supply the materials as per order to the Store Section (Medical) of this hospital on the next day by 1.00 pm from Monday to Friday and by 12.00 noon on Saturday. In case of order placed on Saturday, the supply shall be made next working day within 3 pm. In case of emergency order, supply should be made to the respective wards as mentioned into the requisition (verbal/written).
- S. **Risk Purchase:** In case of failure to supply any or all items as per requisition / purchase order / specification / prescribed brand of item or failure to turn up to collect the orders from the hospital, it shall be treated as 'non-compliance' and 'breach of contract', and the order in part or full shall be issued to the next higher tenderer or the items shall be purchased in part or full, from the local market whoever will be available, at the discretion of the hospital authority and the difference of prices will be realised from the tenderer with whom the contract is made, from his outstanding bills or otherwise, due to such purchase.
- T. 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.
- U. During normal office hours, the **Medical Store Section will receive the drugs**, dressings, surgical items, pathological items etc. and will verify the 'maximum retail price' & other particulars and certify on the challans. **The bills for payment to be submitted every fortnight** in the office of the Medical Superintendent and should include the maximum retail price duly verified by the Medical Store Section on the challans and bills.
- V. Against each item, the Maximum Retail Price (MRP), selling price, taxes claimed, etc., must be clearly mentioned along with the batch/lot no, Manufacturing date, Expiry date, in the daily challans and the bills submitted fortnightly.
- W. All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills.
- X. All items / drugs / dressings must have sufficient useful life for use in hand, before it is supplied to this hospital.
- Y. Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

- Z.** The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant cases.
- AA.** Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered. You are at liberty to tender for the whole or any part.
- BB.** Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

The payment will be made exclusively in the shape of ECS/RTGS Hence the supplier is requested to fill up the mandate form enclosed with all details and enclose it with the bill.

PLEASE QUOTE YOUR RATE

SCHEDULE FOR LOCAL PURCHASE OF DRUGS AND DRESSINGS

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

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

List of Enclosures:

- 1.
- 2.
- 3.

Date:

Place:

(SIGNATURE OF THE TENDERER)

(OFFICE SEAL)

TENDER APPLICATION FORM

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

UNDERTAKING:

- a) I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
- c) The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.
- d) I/We give the rights to Medical superintendent to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- e) There is no vigilance/CBI case or court case pending against the firm.
- f) I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
- g) I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -

Signature of the tenderer:-

Place: -

Full Name:-

Designation:-

(Office seal of the tenderer)

