



**EMPLOYEES' STATE INSURANCE CORPORATION**  
**MODEL HOSPITAL**  
**NACHARAM::HYDERABAD-500076**

**TENDER FORM**  
**FOR MEDICAL/SURGICAL LOCAL**  
**PURCHASE**

**Cost of Form : Rs.200/-**

Tender Sl.No. \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
Dated: \_\_\_\_\_



**EMPLOYEES' STATE INSURANCE CORPORATION  
MODEL HOSPITAL  
NACHARAM, HYDERABAD-76**

**Tender No. 522-A-10/ESICMH/NR/Med/Surg.Local Pur/2011**

**TENDER NOTICE**

**Sub:- Tender for Purchase of Med/Surg. Local Purchase**

Medical Superintendent, ESIC Model Hospital, Nacharam invites sealed Quotations/Tenders from the Authorized Dealers/Suppliers/Retailers, for the supply of the branded, Generic medicines of reputed manufacturers etc, on day to day basis. The sealed quotations superscribed on the envelope as "Quotation for the Local supply of Medicines" and addressed to the Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad-500076 should reach before 2.00 P.M. on 07-06-2011 and the sealed quotations will be opened on the same day at 3.00 P.M. in the presence of the tenderers or their authorized representatives.

- 1) Detailed specifications, Terms and Conditions of the Local supplies are given in the tender document which can be obtained from ESIC Model Hospital, Nacharam during working hours against payment of non refundable tender fee of Rs.200/- for each tender document by means of cash with a specific requisition on the concerned letterhead or can be down loaded from ESIC website: [www.esic.nic.in](http://www.esic.nic.in).
- 2) The tender documents / forms are not transferable.
- 3) Tender/Quotations should be submitted along with E.M.D. an amount of Rs.25,000/- (Rupees Twenty five thousand only) in the shape of D.D. drawn in favour of "ESIC Saving Bank A/c. No.1, ESIC Model Hospital, Nacharam" payable at Hyderabad .
- 4) **Schedule dates for Tender:**
  1. Sale of Tender documents : **From 16-05-2011 to 06-06-2011**
  2. Last Date for submission of Tender/ quotation upto : **2.00 P.M. on 07-06-2011.**
  3. Opening of Quotations at : **3.00 P.M. on 07-06-2011.**

**MEDICAL SUPERINTENDENT.**

**TERMS AND CONDITIONS**

**I. GENERAL**

1. The bidder must have a minimum experience of two years in the field of trade of drugs. Offers only from Licenced Suppliers will be considered.
2. **DOCUMENTS:**
  - i) Valid drug licence for Dealership/Retailers as per drug and cosmetics act.
  - ii) No Conviction Certificate 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.
  - iii) Latest Sales Tax/Vat Registration Certificate:- Supplier who are not registered with the Sales Tax Authorities will not be considered.

No tender will be valid in absence of the above Certificate along with earnest money deposited as stated below.

3. Earnest money of Rs.25,000/- (Rupees Twenty five Thousand only) to be deposited by way of Demand Draft in favor of ESI Saving A/c No.1, Drawn on SBI Payable at Nacharam Industrial Area Branch, Hyderabad.
4. The successful tenderer will be required to deposit security money (interest free) equivalent to Rs.1,00,000 /- (Rupees one lakh only) within such specified period as may be decided by the Hospital and on failure, the offer of contract shall be cancelled without further reference and earnest Money may be forfeited.
5. A list of drugs in their generic form of reputed manufacturers the tenderer wishes to supply to the hospital, should be furnished along with the Quotation
6. The Tenderer should have his shop / outlet preferably within a radius of 10 Kms from this Hospital.
7. This contract will be valid for a period of one year from the date of award of contract and may be extended for another period(s) up to one year on satisfactory performance of contract and at the discretion of the Hospital authority.

**II. QUOTATION**

1. The acceptance of tender will normally be on the basis of maximum discount offered by the Tenderer on M.R.P. i.e. Maximum Retail Price which is printed on the packing/flaps/bottles. The supplier will be paid on M.R.P. less discount and no Sales Tax, Octroi or any other levy/tax will be paid which has to be borne by the Supplier. Tampering on the printed MRP of the manufacturer by the supplier by use of stickers or any other means will not be accepted. Separate discounts should be quoted for generic & branded drugs. Items like Bandage, Gauge, Cotton, Disposable Syringe and other surgical consumable will be treated as generic and discount will be applied accordingly.

*Contd..2.*

2. Medical Superintendent, ESIC Model Hospital, Nacharam 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.
3. The Hospital authority reserves every right to accept or reject in full or part of the tender/or whole of the tender without assigning any reason thereof.
4. The Hospital authority shall have every right to take any decision after assigning reason in public interest as deemed fit, as regards this contract.

### **III. AGREEMENT**

1. On finalization of the tender the Successful Tenderer will be communicated by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.
2. The Tenderer, whose tender is accepted will then send a letter to Medical Superintendent, ESIC Model Hospital, Nacharam as per Annexure III conveying his agreement and acceptance of the terms and conditions. The confirmation of this letter by MS will conclude the contract and will be enforceable in law.
3. The successful Tenderer shall have to execute an agreement on Stamp Paper of appropriate value with the Hospital authority for supply of the Drugs and Dressings, and the cost of the same will be borne by the Tenderer only.
4. **Right to Acceptance:** the purchaser does not pledge himself to accept the lowest or any tender and reserves to himself the right of rejecting the whole or any part of the tender.
5. **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 Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad 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.
6. **Acceptance of the Tender:-** 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, but the instructions contained in the letter should be acted upon immediately by the tenderer.

#### **IV. SUPPLY**

1. **Collection of indent for supply:-** 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 Hospitals as proof of having attended the Hospital. In case of urgent need Local chemist will supply the drugs to Hospitals on supplementary indent to the representative of Hospital who will deliver the indent and collect the medicines personally from the shop of Local Chemist.
2. **Delivery of supplies:-** The delivery of Medicines will be made on SAME day as the collection of the indents or at the latest by the next day, at the premises of the hospital. On no account should there be delay or refusal by local chemist in which case hospitals would make alternative procurement at your risk and expense.
3. In case of any emergency, if the order is placed for any item any time, the requisitioned item will have to be supplied immediately (for this purpose, the list of such emergency life saving drugs may be provided by the Hospital authority and otherwise also the agency will keep a bare minimum stock of life saving drugs for the purpose).
4. As it is concerned with supply of life, saving drugs, the failure of the contractor to supply or to collect order from the Hospital, the contract will liable to be cancelled along with the forfeiture of the security money by the Hospital authority.
5. The Tenderers should be available for 24 hours over telephone in his shop/residence/ phone for the supply of emergency medicines which may be ordered telephonically.
6. Once, order for supply is placed on the contract, it would be the responsibility of tenderer to procure the medicine and supply. In case of failure, risk purchase will be made and losses and damages will be recovered from the contractor.
7. Frequent failure in supply of medicines entails the contract for termination along with forfeiture of security deposit.
8. The Supplier will maintain sufficient stock of the 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 the reputed/leading manufacturers of drugs and a list of such drugs along with names of manufacturer should be enclosed with tender.

*Contd..4.*

9. The Supplier will indicate Batch Number, MRP, Name of Manufacturer, date of manufacturing and Expiry date on indents at the time of supply.
10. **Life Period**:- The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturer, at the time supply.
11. **Packing** :- Supplies are required to be made in original packing of manufacturer to the total quantity demanded for any particular medicine/drug, on any particular day.
12. In case of failure or refusal by Supplier to supply the medicines to the hospital, the contract is liable to be cancelled at his risk and cost. Any extra cost involved in arranging supplies from alternative source will be recovered from his subsequent/pending bills/security deposit. Irregular supplies/failure to fulfill the terms of contract may entail foreclosure of contract and for forfeit of Security Deposit.
13. The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is substandard or spurious, the Supplier will be liable to be black-listed for a period of 5 years for future participation in any ESI Tender. Besides, any other legal actions as deemed fit will be taken. If for any unavoidable reason beyond control, it is not possible for Supplier to immediately supply the medicines and the Hospital is compelled to procure the same from other Supplier, 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.
14. 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 portion 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.

## **V. BILLING**

1. The Store section will receive the Medicine/Other Items etc. and will verify the Maximum Retail Price & Other Particulars and certify on the challan. The bills for payment to be submitted should include the all the details as per indent received and duly verified by the Store Section on the challan.
2. Any defacement /overwriting or doctoring on the packing or printed M.R.P. will not be accepted.
3. **Presentation of Bill:-** The Contractor shall present his bill for each fortnight's supply within three days of the closing of each respective fortnight.
  - (i) The bill shall be in the printed and serially numbered Invoices/Credit bill with the name and address of the Chemist and Sales Tax Registration Number printed thereon.
  - (ii) The bill shall show the summary of the total amount for each day for the net amount claimed supported by the acknowledged first copy of the indent with all the column duly filled in.
  - (iii) The purchaser reserves the right also to demand in any case, the original of the suppliers invoices for verification of the Net Trade Price claimed by the contractor.

## **VI. PAYMENTS**

1. **Payment:-** The Contractor shall claim payments twice a month Payments of the bills prescribed in complete forms and in time will normally be arranged with in ten days 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.
2. Payments will be made on the basis of Fortnightly supplies. Bills along with receipted/verified challans be submitted once in a fortnight to the Billing Section, who will verify the details with reference to indents, receipted/verified challans, including the M.R.P. etc.

**Tender No:522-A-10/ESICMH/NR/Med./Surg.Local Pur/2011**

**ANNEXURE- (III)**

FROM

Telephone No:

Mobile No:

TO

Dear Sir,

1. I/We hereby offer to supply medicines/drugs to ESIC Model Hospital, Nacaharam, Hyderabad as indicated in the Tender document at the rate given below and agree to hold this offer open till \_\_\_\_\_. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender from 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. Deviations, if any, are indicated here:

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(Here indicate deviations, if any and also in a separate letter)

5. I/We agree to arrange the supplies of life saving drugs as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid items / medicines will comply with provisions of Drugs and Cosmetics Act, 1940 and rules made thereunder.
7. I/We agree to abide by the conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We enclose:-
  - a) Demand Draft for deposit of Earnest Money of Rs.25,000/-
  - b) Tender Notice and schedule to the Tender duly signed.
  - c) No Conviction Certificate from the State Drug Controller.
  - d) Copy of valid Drug Licence issued by State Drug Controller.
  - e) Sales Tax/Vat Registration Certificate.

SIGNATURE OF TENDERER.

SIGNATURE OF WITNESS &  
ADDRESS:

ADDRESS:

Note: Tender No, Telephone & mobile No, Name & Address of the tenderer should be mentioned in all communications.



**PRICE BID FOR THE LOCAL SUPPLIES OF MEDICINES**  
**E.S.I.C. MODEL HOSPITAL, NACHARAM, HYDERABAD-500076**

1. Name and address of the Tenderer :
  
2. Telephone No./Mobile/Fax No. :  
Office/Shop :  
Residence :
3. Earnest Money Deposit
  - a) Amount :
  - b) Bank Draft No. :
  - c) Name of the Bank :
4. State whether Supplier is I.T. payee :  
or not. In case I.T. payee please  
submit the I.T. clearance certificate/return  
with PAN.
5. Details of valid Drug Licence No. & Date : \_\_\_\_\_  
Validity of Drug Licence upto. \_\_\_\_\_
6. Percentage of Rebate offered on M.R.P. :
  - i. Branded Items
  - ii. Generic items

**SIGNATURE OF THE TENDERER.**



**EMPLOYEES' STATE INSURANCE CORPORATION  
MODEL HOSPITAL,  
NACHARAM, HYDERABAD-76**

**Tender Notice for Local Purchase of Medicines and Surgicals.**

Sealed Tender/Quotations are invited by the Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad, from the Dealers/Suppliers/Retailers, who are having permanent place of Business in Twin Cities (Hyderabad/Secunderabad) for the supply of Medicines of reputed manufacturers (Branded, Generic) and Surgical items, Dressings on day to day basis for (200) bedded ESIC Model Hospital, Nacharam, Hyderabad against Local Purchase.

Complete details and terms and conditions are available in the Tender Schedule which can be obtained by payment of Rs. 200/- (Rupees Two hundred only) by cash with a specific requisition on the Letter Head, at ESIC Model Hospital, Nacharam, Hyderabad.

**The Schedule dates for the Tenders are as follows:-**

- |   |   |
|---|---|
| 01. Sale of Tender Schedule along with<br>Tender Terms and conditions | } <b>From <u>16-05-2011</u> to <u>06-06-2011</u>.</b> |
| 02. Due date and time of submission<br>of completed Tender Forms upto | } <b><u>2.00 P.M.</u> on <u>07-06-2011</u>.</b>       |
| 03. Date and Time of Opening of Tender                                | } <b><u>3.00 P.M.</u> on <u>07-06-2011</u>.</b>       |

**MEDICAL SUPEIRNTENDENT**

