

- 12) Local Chemist 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 manufactures of drugs.
- 13) Local Chemist will indicate batch number, name of manufacturer and expiry date on indents at the time of supplying the drugs.
- 14) Indents are to be accepted duly counter signed by the IMO I/c whose specimen signatures will be supplied to local chemist duly attested by the M.S. In his/her absence the signature of any other officer authorized by him/her may be accepted.
- 15) Life Period:- The Shelf life of drugs/items supplied should not have passed more than half of shelf life, from the date of manufacture at the time of supply.
- 16) Packing:- Supplies are required to be made in original packing of manufacturer and in only available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day.
- 17) 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 time of collection of indent will be decided with the Local Chemist mutually by the IMO I/c or any other persons as may be approved by M.S from time to time.
- 18) The IMO I/c will fill all the four copies of the medicine cum indent form in single stroke and will retain one copy for office use and send three copies to local chemist who, after filling the remaining required columns in the form will return back one copy alongwith medicines to the IMO I/c. At the end of fortnight chemist will submit one copy for payment to the M.S office alongwith summary of Medicine cum Indent Form in a serialy numbered printed invoice. One copy will be retained by Local Chemist for his office use.
- 19) Delivery of supplies:- The delivery of supplies will be made on same day on the collection of the indents or at the latest by the next day of indenting the supplies as directed. On no account should there be delay or refusal by local chemist in which case the IMO I/c would make alternative procurement at risk and expense of local chemist.
- 20) In case of failure or refusal by local chemist to supply the medicines to the ESI 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. Irregular supplies/failure to fulfill the terms of the contract may entail for closure of contract and forfeiture of security deposit.
- 21) The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is substandard, or spurious, the local chemist will be liable to be blacklisted for period of five years for future participation in any ESI tenders. Besides any other legal actions as deemed fit will be taken. If for any unavoidable reasons beyond his control, it is not possible for local chemist to immediately supply the medicines, extra expenditure on this account will be recovered from subsequent bills. It is also decided that the indented medicine must not be substituted in case of indent is for branded items of medicines.
- 22) The Contractor should give a declaration that "the medicines supplied under this contract shall be of the best quality and in accordance with the specifications as indented and if the articles