



ESIC

e-TENDER ENQUIRY FORM FOR DG ESIC RATE CONTRACT For Testing of Ayurvedic Drugs

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EMPLOYEES' STATE INSURANCE CORPORATION
ROOM NO. 315, 3rd Floor, HQRS. OFFICE, PANCHDEEP BHAWAN
C.I.G. ROAD, NEW DELHI – 110 002

INDICATIVE CRITICAL DATE SHEET

Date of Publishing	11.06.2019
Bid Document Download Starts	11.06.2019
Bid Submission Starts	11.06.2019
Bid Submission Ends	26.07.2019 at 03.00 P.M.
Bid Opening Date	29/07/2019 at 03.00 P.M.

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e-TENDER SCHEDULE

Name of the e-Tender: **U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH**

Dated: **11/06/2019**

For Testing of Ayurvedic Drugs

S.No.	Details	Dates & time
1.	Period of availability of e-Tender Enquiry document on ESIC website- www.esic.nic.in , and e-procurement portal of NIC http://eprocure.gov.in	11/06/2019 to 26/07/2019 upto 3.00 P.M. (45days)
2.	Pre-bid meeting	Date 26/06/2019 at 03.00 PM in Conference Room, 5 th Floor, ESIC Hqrs. Office, Panchdeep Bhawan, C.I.G. Road, New Delhi – 110002.
3.	Last date of Online Bid and manual documents submission	26/07/2019 upto 3.00 P.M.
4.	Opening of Online Technical Bid and Sealed envelop	29/07/2019 at 03.00 P.M. At Conference Room, 5 th Floor, ESIC Hqrs. Office, Panchdeep Bhawan, C.I.G. Road, New Delhi – 110002.
5.	Opening of Price Bid	Will be communicated over Phone/ Email/SMS to the tenderers, who are found technically eligible.
6.	Validity of offer	180 days from the last date of submission of e-Tender.

If the date of opening of tenders is declared a public holiday, the tenders shall be opened on the next working day at the same venue and time.



EMPLOYEES' STATE INSURANCE CORPORATION
Room No.315 3rd floor, AYUSH Division, CIG Marg,
New Delhi-110002, www.esic.nic.in

e-Tender Enquiry No. U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH

Dated: 11/06/2019

Subject: Formation of DG ESIC RATE CONTRACT for “Testing of Ayurvedic Drugs” for use in ESIC Hospitals/ Institutions in Delhi/NCR (Faridabad, Gurugram, Manesar & Sahibabad) region valid for two years from the date of finalization.

1. e-Tender is hereby invited by Dy. Medical Commissioner(AYUSH) on behalf of Director General ESIC under two bid system, only from NABL accredited Laboratories located in the National Capital Territory of Delhi and adjoining cities of Noida, Gurugram, Faridabad, Manesar and Sahibabad, for formation of ESIC Rate Contract for Testing of Ayurvedic Drugs for the purpose of providing safe & potent drugs to the beneficiaries, through e-procurement portal of ESIC- <http://eprocure.gov.in> for a period of Two Years (2019-2021).
2. The eligibility criteria have been given in the terms and conditions. **Laboratories approved by Drug Control department 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.**
 - 2.1 E-Tender Enquiry Form may be viewed online or downloaded by the bidders from the website-www.esic.nic.in and <http://eprocure.gov.in>
3. 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 is subject to acceptance by the Tender Inviting authority DMC(AYUSH).
 - 3.1 Notwithstanding this, evaluation & finalization of Rate Contract will be based on e- bid submitted by the tenderer. It will be the sole responsibility of the tenderer to scan and upload clear and legible documents for assessment failing which the tender will be liable for rejection.

General Instructions to Tenderers

4. 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 Laboratory or authorized representative of such sole proprietor.
- ii) A partner of the Laboratory, if it should be in a partnership, 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 Laboratory if it is a company.

N.B.

- 4.1 In case of authorized representative, authorization letter on the letter head of the Laboratory duly signed and stamped by proprietor needs to be submitted.
- 4.2 In case of (ii) a copy of partnership agreement attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership of the general power of attorney should be furnished.
- 4.3 In the case of Laboratory run in partnership, 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 Laboratory.
- 4.4 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.**
- 4.5 Each and every page of the documents uploaded / submitted in the bidding process should be signed and stamped by the authorized signatory of the Laboratory.

5. Tender will be in Two Bid System :-

(A) Technical Bid having:-

- 5.1 **Hard copy** of following documents in a single sealed envelope super scribed with the e-Tender: **U-16/13/6/Testing of Ayurvedic Drug/RC-1/2018-AYUSH addressed to DMC(AYUSH) comprising of the following are to be submitted:-**
- 5.2 **Original Demand Draft/Banker's cheque of Rs.50000/-(Rupees Fifty Thousand only)as EMD in Favour of ESIC Fund Account No.1 payable at Delhi/New Delhi**
- 5.3 Affidavit/Authorization as per clause 4 of Tender document (Page No-5).
Above documents are to be dropped in tender Box between 11/06/2019 to 26/07/2019 in the room no. 315, 3rd floor ESIC Hqrs. office CIG Marg, New Delhi till 03:00 P.M dated 26/07/2019.
- (i) **Online Documents** to be uploaded as per the Special Instructions to Tenderers (Page No.- 7 to 8).
- (ii) **Please note that Hard copy to be submitted should contain only documents asked for as above. No signed copy of tender document needs to be submitted in physical form.**

(B) Price Bid- Online.

Bidders registered with NSIC (National Small Industries Corporation) shall be exempted from payment of Earnest Money Deposit(EMD). To claim exemption from EMD, the bidder needs to submit a Hard Copy and also to upload the scanned copy of valid NSIC (Nation Small Industries Corporation) registration certificate, in place of EMD deposit as detailed in clause 5.1 and clause 5.2.

6. The tender will be rejected if:-

- (a) A conditional tender is submitted.
- (b) All the papers are not complete.
- (c) Providing incorrect/false information.

7. The Item quoted will be rejected if:

- (a) More than one type of rates is quoted for one Item.
- (b) The rates quoted are not found both in figures and words and if there is any discrepancy in rate in words and figures, then rate in words shall prevail and considered final.

8. Pre-bid meeting

- 8.1 In order to clarify doubts of the prospective tenderers, if any, a Pre-bid meeting will be held at Conference hall, 5th floor ESIC Hqrs office, CIG Marg New Delhi-110002 on dated 26/06/2019 at 03.00 PM.
- 8.2 The objectives of this Pre-bid meeting inter alia are, to answer the clarifications/questions /queries.

9. Details of documents required in Online Technical Bid and price bid are described in special instructions (As per Annexure-I) to tenderers on page No. 7-8.

Tender received are after due date and time will not be entertained/ allowed to participate.

- 10. Online Technical Bid and Hard copy of bid will be opened as per schedule on given Venue in the presence of representative(s) of the Laboratories, having an authority letter for representation from the Laboratories.

If the date of opening of tender is declared a public holiday, the tenders shall be opened on the next working day at the same venue and time. No bid shall be accepted after the prescribed date and time of bid submission.

- 11. DG ESIC reserves the right to accept or reject any or all the tenders at any stage without assigning any reason thereof.
- 12. Acceptance of tender by competent authority will be communicated by a letter of acceptance after completion of formalities required for the formal acceptance of the tender & will be forwarded to the tenderer as soon as possible and the instructions contained in the communication should be acted upon immediately.

DMC(AYUSH)

AYUSH DIVISION
Employee's State Insurance Corporation
Hqrs. Office, Panchdeep Bhawan
Room No.315 3rd floor, CIG Marg, New Delhi -110002

Special Instructions to Tenderers (To fill Tender Form)

Submission of e-Tender should be done as mentioned below:

(A) Bid (Hard Copy) should contain a single sealed envelope super scribed with e-Tender: **U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH** addressed to DMC(AYUSH) must contain following documents:-

- 1) **EMD: Original Demand Draft /Banker's Cheque of Rs.50,000/-(Rupees Fifty Thousand only)** as EMD in Favour of **ESIC Fund Account No.1** payable at **New Delhi**.
- 2) Affidavit/Authorization as per clause 4 under tender enquiry (Page No-5)

*** Please note that the tender shall be liable to be rejected if documents listed above (1-2) are not submitted in Technical Bid.**

(B) Technical Bid (Uploaded ONLINE) should contain SCANNED copies of :-

- (a) Original Demand Draft of Rs.50,000/-(Rupees Fifty Thousand only) EMD in favour of ESIC Fund Account No.1 payable at New Delhi from any commercial Bank of India.**
- (b) Affidavits as per clause 4 under tender enquiry (Page No-5).**
- (c) Scanned copy of Tender document from page no.-1 to 16, duly signed & stamped by authorized signatory.**
- (d) Scanned Copies of valid documents in support of registration of GST/Service Tax.**
- (e) Copy of recent Income Tax clearance certificate.**
- (f) Valid license for carrying out "Testing of Ayurvedic Drugs" issued by the Statutory Body, authorized by Government of India with approval under Drug & Cosmetic Act,1945 (including its amendment) and should comply with scheduled annexed therein.**
- (g) NABL Certification.**
- (h) List of Government Institutions to which such services are provided by the Testing Laboratories. On the letterhead of the lab duly stamped with signature.**
- (i) Affidavit of the Laboratory.(On non-judicial stamp paper of Rs. 100/-(as per Annexure A).**
- (j) Scanned copy of undertaking by the laboratory that they are in this business for not less than the preceding 3 years and also that the Laboratory is not Blacklisted from any Government Organization/Institution (As per Annexure B).**
- (k) Scanned copy of pre –receipt on Laboratory's Letter Head (As per Annexure C).**
- (l) Scanned copy of Mandate Form (As per Annexure-D).**
- (m) Scanned Copies of undertaking (signed and stamped by tender signing authority) that the quoted items have not been / are not being tested for any other organization at the rates lower than being quoted here (As per Annexure E).**
- (n) Covering Letter clearly indicating the list of enclosures (As per Annexure F).**
- (o) Scanned copies of at least two satisfactory performance Certificate issued by any Govt. or autonomous organization. The certificate should not be more than two (2) year 's old.**

*** Please note that the tender shall be liable to be rejected if documents listed above {(a) to (n)} are not uploaded in Technical Bid.**

*** The Testing Facilities at Laboratory will mandatorily be visited and inspected by officers/committee appointed by DG ESIC .The visit will constitute an essential part of the Technical evaluation. The inspection of premises will be carried out as per clause 35 of “Conditions Contract” and those failed to comply with standards , will be disqualified from tender processing at Technical Stage.**

The decision of DG ESIC in that reference shall be final and will be binding on all laboratories and they will submit on undertaking that they will not represent against the decision of DG ESIC in any forum.

(C) Price Bid:-

Tenderer must quote the rates strictly as per the given Format in Table-I (Online).Rate quoted must **Inclusive of Transportation charges/freight charges etc.**

Table-I

1	2	3	4	5
Sr. No.	Item No.	Item Name	Rate per Test in Figure (in Rs.) {Inclusive of Transportation charges/freight charges etc. }	Rate per Test in words(in Rs.) {Inclusive of Transportation charges/freight charges etc.}

- **GST as applicable.**

e-Tender Covering the Qualification Bid & Price Bid will be opened on the specified date and time.

DMC(AYUSH)

Annexure-II

AYUSH DIVISION
Employee's State Insurance Corporation
Room No.315 3rd floor, CIG Marg, New Delhi -110002

INSTRUCTIONS SUPPLEMENT/ TERMS AND CONDITIONS FOR RATE CONTRACT OF TESTING OF AYURVEDIC DRUGS (2019-21).

E-Tenders are invited in two bid system on behalf of *DG ESIC*, ESI Corporation for the formation of Rate contract for two years i.e. 2019-21.

1. **Earnest Money of Rs.50,000/-(Rupees Fifty Thousand only)** is to be deposited either through Banker's cheque or Demand Draft in favour of "**ESIC fund Account No.1**".The EMD deposited with earlier tenders will not be adjusted against this tender. Tenders without EMD will not be entertained.
2. The Rate Contract will be valid for Two years from the date of finalization of the tender. The duration of said contract **may be extended on the same terms and conditions and rates if DG ESIC so desires.**
3. Samples must be collected from Ayurvedic drugs Hospitals/Institutions New Delhi /NCR Delhi as and when called for or as desired by competent authority of ESIC at cost and risk of the Laboratory.
5. Testing reports are to be submitted within the number of days specified against each item enlisted below respectively.

S. NO.	Name of the dosage form	Number of days required for submission of testing report
01	Capsule/Granules/Powder	15 days
02	Arka	15 days
03	Asava and Arishta	15 days
04	Avaleh/ Leham	15 days
05	Kwatha, Kwatha Churna	15 days
06	Lepa, Malhara	15 days
07	Eye/Ear Drops	25 days
08	Pisti, Churna	15 days
09	Ghanasatva/Plant Extract	15 days
10	Ghrita and Taila	15 days

11	Guggulu	15 days
12	Vati and Gutika/Tablets	15 days
13	Bhasma/Sindhura/Parpati	15 days
14	Mandura	15 days
15	Rasa Yoga	15 days
16	Lauha	15 days
17	Singal Plant Material	15 days

If laboratory fails to provide the testing report within the stipulated period specified against each item, penalty of 5 % of the value of that item 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 test/tests. **If the Laboratory is not submitted the report within a month the Laboratory is liable to debarred.**

6. List of govt. institutes for which such services are have been provided by the testing laboratory.
7. An undertaking that the drug testing charges are not more than the rates charged from other institutions, under Lowest Rate Certificate (As per Annexure E).
8. Copy of valid license for carrying out Testing of Ayurvedic Drugs from appropriate authority need be provided.
9. Testing charges are to be mentioned inclusive of all taxes including service charges/Transportation charges in figures & words.
10. The rates should be applicable for ESIC Hospitals/Institutions Delhi Faridabad, Gurugram, Manesar, Noida & Sahibabad.
11. Payment shall be made after submission of reports & bills.
12. Tenderer must quote the rates strictly as per the given Format (Table-I) in Annexure-P and as per the list of Items attached with the tender form, mentioning the Serial No. of Items.

Table-I

S. No.	Item No.	Name of the Item	Rate per test (in figure)	Rate per test (in words)

13. The tenderer should also submit an undertaking that all the Terms & Conditions of the Tender are acceptable completely.
14. Tenderer must be in business for three years w.e.f. 2015 in this business which should be supported by Undertaking on the Laboratory's Letter Head as per enclosed format i.e. Annexure-B.
15. The tenderer should submit an Undertaking that the firm is not blacklisted in any Govt. Organization/Institution.

16. Price Offer:-

- (i) The lowest rate(L1, L2 & L3 in Rate) quoted against individual Drug in the price bid by the eligible "Technically Approved Bidders" will be intimated through letter or e-mail for acceptance the offer within stipulated time period.
- (ii) EMD of those Bidder(s), who do not give acceptance for Testing of Drugs for those items in which they individually qualify at "Lowest Rates(L1 Rates) will be forfeited.

17. Security Deposit:

In case selected, the performance security of Rs.100000/- (Rupees One Lakh only) is to be deposited either through Banker's cheque or Demand Draft in Favour of "ESIC fund Account No.1".

- 18. EMD of unsuccessful tenderer will be returned without any interest after the award of contract. The tenderer should enclose a pre-receipt to this as per Annexure "C".
- 19. Security of successful tenderer will be returned without any interest on receipt of satisfactory Performance report from user departments after the expiry of rate contract.
- 20. a) Withdrawal of tenders' along with the earnest money will be allowed before the opening of tender.

After opening of tender:-

- I) Withdrawal of the complete tender can be allowed but in such cases, the earnest money will be forfeited.
 - II) No change / alteration in rate or other terms in the tender will be permitted under any circumstances.
 - III) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.
- b) There will be no correspondence between the tenderer and the DG ESIC till the tender is finalized.
- 21. Samples will be given to tenderer/authorized representatives and reports will be accepted accordingly.
 - 22. 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.
 - 23. The DG ESIC reserves the right to accept or reject any or all the tenders without assigning any reason(s) thereof and have the right to place order to one or more Bidder(s).
 - 24. **The tender will be rejected if:-**
 - (a) A conditional tender is submitted.
 - (b) All the papers are not complete.
 - (c) Providing incorrect/false information.
 - 25. **The Item quoted will be rejected if:**
 - (a) More than one type of rates is quoted for one Item.
 - (b) The rates quoted are not found both in figures and words and if there is any discrepancy in Rate in words and figures.

26. Eligibility Criteria for bidders:-

Laboratory to be eligible should fulfill the following condition:-

1. The bidders /Laboratory should be continuously in this business since 01/04/2015.
2. Bidders participating in Tender must have annual turnover of Rs. 50,00,000/- (Rupees Fifty Lakh only)or above during last three consecutive Financial years(i.e.,2015-2016,2016-2017& 2017-2018).
3. Bidders participating in tender should not be blacklisted/deregistered and should not have been blacklisted/Deregistered by any other Govt. Institution /Organization during the last five years for Testing of Ayurvedic Drugs/others items or on any other ground.
4. Bidders participating in tender should not be convicted by any court of law in any matter related to Testing of drugs /other items or on any other ground.
5. Bidders participating in tender must have Valid License for Testing of Ayurvedic Drug, issued by Statutory body.
6. Family members of officers/officials working in ESIC, cannot take part in this tender enquiry . This will also apply to officers/officials who leave/retire from the service of ESI Corporation within 01(One) year of date of opening of tender.
7. Bidders participating in Tender should not be convicted in an offence under the prevention of corruption Act,1988.
8. Bidders participating in Tender should not be convicted in an offence under the Indian Penal Code or any other law for the time being in force , for any cause of life or property or causing a threat to public health as part of execution of a public procurement contract.

DATE:-

- LAST DATE OF SUBMISSION OF THE TENDER IS **26/07/2019, TILL 03:00 PM.**
- DATE OF OPENING OF TENDER IS 11/06/2019.

DMC(AYUSH)

ANNEXURE-III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

In the interpretation of the contract and the general and /or special condition governing it, unless the context otherwise requires:-

- (a) The term 'Contract' shall mean the invitation to tender, the instructions to tenderer acceptance of the tender schedule, particulars" hereinafter defined and those general and special conditions that may be added.
- (b) The term "Contractor" shall mean the person, firm or Company with whom the order for drug testing is placed and shall deem to include the contractor's successor (approved by the purchaser) representatives, heirs, executors and administrators unless excluded by the contract.
- (c) Contract price' shall mean the price of tests accepted or the prices calculated in accordance with the prices accepted by or on behalf of the purchaser.
- (d) The term "delivery" shall mean delivery of reports by the dates specified in the acceptance of tender of drug test
- (e) The term "Corporation" shall means the "Employees State Insurance Corporation".
- (f) The term Medical Superintendent, ESIC Hospitals and any other officer authorized for the time being in the administration of ESI Corporation and any other officer authorized for the time being to execute contract relating to the drug testing on behalf of the purchaser.
- (g) The term "Purchaser" shall mean purchaser or purchasers named in the schedule to tender, his or their successors or assignees.
- (h) The term "test" shall mean such test or tests as are prescribed by the specification of Ministry of Ayush, Govt. of India /considered necessary by the purchaser.

2. Authority of person signing document:

A person signing the tender Form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Medical Superintendent, ESIC Hospitals may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

3. 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 and the schedule annexed there-to.

4. EARNEST MONEY:

The tenderer shall have to deposit Earnest Money **Rs.50,000(Rupees Fifty Thousand only)** as per terms and condition of tender. In the event of withdrawal/revocation of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.

5. SECURITY DEPOSIT:

In case selected, the performance security deposit of Rs.100000/-(Rupees One Lakh only) is to be deposited either through Banker's cheque or Demand Draft in favour of "ESIC fund Account No.1".

Performance security is required to protect the purchaser against the risk of the contractor's conduct which would warrant the forfeiture of the performance security. Performance security of the contractor will be forfeited, if the contractor withdraws or amends without prior consent or impairs or derogates from the tender in any respect with the period validity of rate contract or if it comes to notice that information documents furnished is incorrect, false, misleading or forged without prejudice to other right of the purchaser. The performance security will also be forfeited without prejudice to other right of the purchaser if it fails to furnish the required performance with in the specified period (validity period).

6. 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, if a security/earnest money is taken against the contract. In the event of the security/earnest money being insufficient or if no security/earnest money has been deposited by the contractor, then 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 contractor 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.

7. Insolvency and Breach of Contract:

The Medical Superintendent ESIC Hospitals may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following contingencies, that is to say:-

- (i) If the contractor being an 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 Act for the time being in force or shall make any conveyance or assignment of this effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under Partnership Act, **or**
- (ii) If the contractor being a company shall pass a resolution or the courts shall make an order for the liquidation of the affairs or a receiver or 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, **or**
- (iii) If the contractor commits any breach of this contract not herein specifically provided 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.

8. Arbitration :-

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract, except as to **any** matter the decision of which is specially provided for by these on the special conditions the same shall be referred to the sole arbitration of the Medical Superintendents or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with the matter to which the contract relates for that is the course of his duties as a Government Servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.

It is a term of the contract:-

(a) If the arbitrator be the Director General ESI Corporation:

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful or 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 Medical Superintendents to appoint another person as arbitrator.

(b) If the arbitrator be a person appointed by the Director General ESIC

In the event of his dying, neglecting or refusing to act, being unable to act, for any reasons in shall be lawful for the Director General either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

It is further a term of this contract that no person other than the Director General, Employees' State Insurance Corporation 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 and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitrator Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause

Work under the contract shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:-

The venue of arbitration shall be Delhi.

In this clause the expression, " the Director General, Employees' State Insurance Corporation" means the Dean/Medical Superintendent ESI Scheme for the time being and includes, is there be no Dean/Medical Superintendent, 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 arbitrator proceedings there under, the Dean / Medical Superintendent ESIC Hospital shall be entitled to exercise all the rights and Powers of the purchaser.

Fraud & Corruption

The bidder, supplier, contractor and the consultants observe the highest standard of ethics during the procurement & execution of such contracts in pursuit of this:

- a) Defines, for the purposes of this provision, the terms set forth below as follow:-
 - i. "Corrupt Practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of public official in the procurement process or in contract execution.
 - ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - iii. "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
 - iv. "Coercive Practices" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affix to execution of a contract.
- b) The competent authority will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices in competing for the contract in question.

DMC (AYUSH)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete

the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315**. Foreign bidder can get help at **+91-79-40007451 to 460**.

Annexure-A

Affidavit of the Laboratory (On Non-Judicial Stamp Paper of Rs.100/-)

From

To

DMC(AYUSH)
Employee's State Insurance Corporation,
Room No. 315, 3rd floor, CIG Marg,
New Delhi – 110002

Sub: **Testing of Ayurvedic Drugs at the quoted rate to DG ESIC ESI Corporation for the period of Two years w.e.f date of finalization of tender.**

Sir

M/s./We/am/are authorized signatories of
I/ we hereby undertake as follows:-

1. I/we hereby undertake to **do Testing of Ayurvedic Drugs mentioned in Annexure 'I'** in areas specified by the DMC(AYUSH) ESIC Hqrs office CIG Marg New Delhi, for the period of Two years at the rates quoted by me/us in the prescribed tender form, which is uploaded herewith according to the instructions and the terms and conditions. The duration of the said contract may be extended on the same terms and conditions & rates if the DG ESIC so desires.
2. The rates quoted against each testing items by me/us in the tender are inclusive of all service charges, transportation charges and duties/taxes payable during the contract period.
3. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
4. I/we understand that security deposit submitted on entering into contract, is likely to be forfeited in the event of lapse on my/our part to comply with the terms and conditions of the tender if proven to have followed unscrupulous practices apart from the liability of penal action for violating the law of the land.
5. I/we have carefully read and understood the terms and conditions to avoid any error, omission. I/we shall abide by these conditions. I/we will follow them very scrupulously.

6. My/our firm has not been blacklisted by any other Govt. institution/ Organization during the last three years.
7. I/we also take cognizance of the fact that failure to furnish the information called for by the DMC(AYUSH) or to comply with any requirements laid down under the conditions will be considered as disqualification and the tender by rejection on that account.
8. I/we undertake to abide by the instructions issued by the competent authority from time to time.
9. In case of my report declared wrong by any Govt./Govt. approved agency I/we am/are liable for appropriate action.
10. The rate quoted by me/us will not be higher than the rate quoted by me/us to any Govt. Institution/agency with in Govt. of NCT of Delhi/NCR during the contract period and the quoted items have not been & are not being tested for any other organization at rates lower than being quoted here.

I/we hereby undertake to abide by the terms and conditions of the contract modified from time to time and I/we have signed all the papers of terms and conditions and filled up prescribed Performa's given along with the tender.

Yours faithfully,

**(Signature and stamp of tenderer)
(Authorized Signatory)**

Annexure-B

Date _____

UNDERTAKING

I/WE undersigned is /are authorized signatory/signatories of the firm M/s _____ address _____ here by undertake that

1. The Laboratory is in this business in continuation from Year 2015 .

2. The laboratory is not blacklisted from by any Government organization/institution.

- If any information in the tender submitted by me is found incorrect/false at any time Tender is liable to be rejected.

Authorized signatory

(With stamp)

Annexure-C

Pre-Receipt

(On Firm/Company Letter Head)

Received Rs. _____ (Rupees _____) towards refund of
Earnest money Deposit vide Challan No. _____ Dated _____ in respect of Tender
of **Testing of Drug** vide Tender No. **U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH**
Published on(Date)

(Signature & Stamp of the bidder)

Revenue
stamp

Annexure –D

Mandate form

(On Firm/Company Letter Head)

Beneficiary's customer's option to receive payment through e-payment

1. Beneficiary name
2. Beneficiary address
3. Beneficiary account no.
4. Account type (S.B. Account/current account for cash credit)
5. 9 digit code number of the Bank & branch
appearing on the MICR cheque issued by Bank
6. Bank name , Address, Telephone no.
7. IFSC (Indian financial service code)
8. Photocopy of cancelled cheque to confirm correctness of IFSC code and
account No.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information given by me as above, I would not hold the user institution responsible.

Dated _____

Signature & Stamp of Authorized Signatory

Annexure-E

Lowest Rate Certificate

(On Firm/Company Letter Head)

We hereby undertake that rates offered by me/us in the ESIC Rate Contract for **Testing of Ayurvedic Drugs** are the lowest rates offered to any Government organization/Institution, and no other Government organization/Institution has been offered rates lower than those being offered herein. We further undertake that in case there is any down-ward revision, the same will be passed on to the ESI Corporation from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future ESIC Tender Enquiry for a further period of two years along with forfeiting the earnest money/security deposit.

**For and behalf of the firm
(Firm Name & Address)
(Signature with stamped)**

(ONLY TO BE FILLED BY THE SUCCESSFUL BIDDER AT THE TIME OF CONTRACT)

**CONTRACT FORM AGREEMENT
(ON STAMP PAPER OF RS.100/-)
BETWEEN DG ESIC**

AND

M/S-----

This agreement is made on the -----day of ----- between the DG ESIC Corporation, New Delhi having its office at ESIC Hqrs Office, Room No. 315, 3rd floor CIG Marg (herein after called ESIC, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the first party.

AND

M/S-----

Address-----

(herein after called the are RC holder for Testing for Ayurvedic Drugs as the second party to facilitate Testing services at the approved rates for a period of two years (Should be as per prevailing rate that shall be paid to the laboratory upon submission of claim and proof of GST) (----- - -----), unless short closed before that, by DG ESIC at his discretion on the following terms and conditions.

1. Second party will maintain uninterrupted Facility for Testing services to user units in Delhi/NCR.
2. The second party shall ensure that Testing of drugs should be done well within the days specified in the "Terms & Condition" of Tender document.
3. The second party shall know that, in case of failure or refusal by second party for Testing of Ayurvedic

Drugs to the units during the contract periods, the contract is liable to be cancelled at his risk and cost, and any extra cost involved in arranging Testing service from alternative source will be recovered from his subsequent/pending bills/security deposit, Failure to fulfill the **of any part of it** contract may entail for closure of contract and for forfeit of Security Deposit.

4. The second party shall abide by all the terms and conditions mentioned in Tender documents of the **U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH** opened on -----
--.

Signature of the 1st party
/his representative

Signature of 2nd party
/his representative

In the presence of
Signature of the witness

In the presence of
Signature of the witness

Annexure-P

Price Bid

Table -I

1	2	3	4	5
Sr. No.	Item no.	Item Name	Rate per Test in Figure (in Rs.) {Inclusive of Transportation charges/freight charges etc.}	Rate per Test in words(in Rs.) {Inclusive of Transportation charges/freight charges etc.}

** Comparative Price evaluation of the above said Item (s) will be done on the basis of **Rate per test in words** (in rupees) (as per Column 5).

** **Rate quoted should be inclusive of Transportation charges/freight charges etc.** given both in words(in Rs.) and in figures(in Rs.) but should be exclusive of GST. GST should be as per prevailing rate that shall be paid to the laboratory upon submission of claim and proof of GST.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
(At the time of award of contract)

To
Dy. Medical Commissioner,
E.S.I.C Hqrs. Office, CIG Marg.

AND WHEREAS-----**(Name and address of the Bidder)**(Hereinafter called the service provider)has undertaken, in pursuance of contract No. U-16/13/6/Testing of Ayurvedic Drugs/RC-1/2018-AYUSH Dated ----- to provide Testing services (herein after called “The Contract”).

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

AND WHEREAS we have agreed to give the service provider such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider , up to a total Rs. 100000/-**(Rupees One Lakh only)** and we undertake to pay you ,upon your first written demand declaring the service provider to be in default under control and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said dept from the service provider before presenting us with the demand.

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

This guarantee shall be valid up to 36 (Thirty six)months from the date of award of Rate contract i.e. up to -----**(indicate date)**.

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

.....
(Name & designation of officer)
(Seal , name & address of the bank and address of the branch along with e-mail address of the issuing officer)

Annexure-F

Check List/Documents to be uploaded at the time of Technical Bid submitted by the bidders:

1. Original Demand Draft/Banker's Cheque of Rs.50,000/-(Rupees Fifty thousand only) as EMD in Favour of **ESIC Fund Account No.1** payable at **New Delhi from any commercial Bank of India.**
2. Hard copy of Affidavits as per clause 4 under tender enquiry.
3. Covering Letter clearly indicating the list of enclosures.
4. Scanned copies of Valid license for carrying out "Testing of Ayurvedic Drugs" issued by the Statutory Body, authorized By Government of India.
5. Scanned copies of NABL Certification.
6. List of Government Institutions for which such services are provided by the Testing Laboratories.
7. Scanned Copies of valid documents in support of registration of GST/Service Tax.
8. Affidavit of the Laboratory (On non-judicial stamp paper of Rs. 100/-as **(per Annexure A)**).
9. Scanned copy of undertaking by the laboratory that they are in this business for not less than the preceding 3 years and that they are not Blacklisted from any Government Organization/Institution **(as per Annexure B)**.
10. Scanned copy of pre –receipt on Laboratory's Letter Head **(as per Annexure C)**.
11. Scanned copy of Mandate Form **(as per Annexure-D)**.
12. Scanned Copies of undertaking (signed and stamped by tender signing authority) that the quoted items have not been / are not being tested for any other organization at the rates lower than being quoted here **(As per Annexure E)**.
13. **Scanned copies of at least two satisfactory performance Certificate issued by any Govt. or private organization.**
14. **Scanned copy of Financial report (Balance Sheet ,Profit and Loss account Clearly indicate the turnover in testing of drugs. Rupees Fifty Lakh or above) of last three Financial years (i.e. 2015-2016. 2016-2017, 2017-2018)duly audited by Chartered Accounted.**
15. **Copy of recent Income Tax clearance certificate.**

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