



कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION
वैद्यकीय महाविद्यालय, पि.जि.आई.एम.एस.आर एवं आदर्श अस्पताल
MEDICAL COLLEGE & PGIMSR AND MODEL HOSPITAL
राजाजीनगर, बेंगलूरु-५६० ०१०
RAJAJINAGAR, BANGALORE-560 010
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
(Ministry of Labour & Employment, Govt. of India)
फोन /Phone :080-23320271/72
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No.532/ESICMH/Sup/Emp – Loc Chem – oncology/17 – 18

Date: 01/01/2018

TENDER FOR EMPANELMENT OF LOCAL CHEMIST FOR ONCOLOGY DRUGS

From:

The Dean,
ESIC Model Hospital & Medical College,
Rajajinagar, Bangalore – 10, Karnataka

To:

Dear Sir/ Madam,

On behalf of ESIC Model Hospital & Medical College, Rajajinagar, Bangalore -10, I am directed to invite your tender for the day to day supply of oncology drugs to this hospital, which may not be stocked / available in the store of this hospital. The condition of contract which will govern the contract made, are contained in the schedule attached to the tender form. If you are in a position to quote for the supply in accordance with the requirement stated herein, and in the schedule attached, please submit your quotations to the Dean, ESIC Model Hospital & Medical College, Rajajinagar, Bangalore -10.

Time Schedule for the tender:

- ✦ Tender document can be downloaded from the websites www.esipgirnr.kar.nic.in, www.esic.nic.in and www.esichospitals.gov.in
- ✦ Tender should be dropped in the tender box placed in the office of the Store Manager by **by 1:00PM on 02/04/2018**
- ✦ Date & Time of opening of Tender: **02/04/2018 at 2:30 PM**, in the Office of the Store Manager, ESIC Model Hospital, Rajajinagar, Bangalore.
- ✦ Pre-bid meeting will be held on **19/03/2018 at 11.00 AM**

Note: In case the date of opening happens to be a holiday, tenders will be opened on the next working day.

1. **Preparation of Tender:** The Schedule to the tender form should be retained and the last pages should not be detached. All pages of tender document should be signed. Annexure - H, Annexure- N and Annexure – O should be filled, signed and submitted along with tender.

2. **Signing of Tenders:-**

(A) The tender is liable to be ignored if incomplete information is given or any document asked for in the tender are not duly filled or not furnished.

(B) Individual signing the tender or other documents concerned with the contract must specify whether he/she signs as :-

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

- ii. To represent the firm
- iii. The Constituted attorney of the firm, if it is a company.

Note: (a) In case of B (ii) a copy of the partnership agreement or general power of attorney, in either cases attested by a Notary public should be furnished. An affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

(b) In case of partnership firms, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to construe that he has authority to sign and if on enquiry it appears that the person so signing has no authority to do so, the purchaser, without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

4. Delivery of tender:

The tender is to be delivered in a sealed cover superscribed " Tender for Empanelment of Local Chemist for Oncology Drugs to ESIC Model Hospital & Medical College, Rajajinagar, Bangalore -10 " and dropped in the tender box placed at the Store Managers Office.

6. Opening of Tender:- Tenderer will be at liberty to be present or authorize a representative to be present during the opening of the tenders at the time and date specified in the schedule. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in the tender.

7. Terms of Delivery:- Will be as specified in the schedule to tender.

8. **Right of Acceptance:** The purchaser does not pledge himself to accept the highest discount or any tender and reserves to himself the right of accepting the whole or any part of the tender

9. **Acceptance of the Tender:** The purchaser shall communicate the 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.

10. On finalization of the tender the approved Local Chemist will be communicated by a letter of offer. In case the Local Chemist is willing to accept the offer, the firm has to submit the letter of acceptance and enter into an agreement on a Non-judicial stamp paper of Rs. 100/- with ESIC as per the terms & conditions of the contract. The confirmation of his letter by the Dean will conclude the contract and will be enforceable in law.

Dean

Schedule to Tender

Tender should reach by **1:00PM on 02/04/2018**

Date & Time of opening of Tender **02/04/2018 at 2:30 PM**

Pre-bid meeting will be held on **19/03/2018 at 11.00 AM**

NOTE: Minutes of pre-bid meeting and amendments/ corrigendum, if any, will be uploaded in the website quoted above.

CONDITIONS OF CONTRACT

1. The bidder must have a minimum 3 (three) years experience in the field of local trade of oncology drugs which should be supported by an undertaking on a non-judicial stamp paper of Rs.100/- as per enclosed format ie. Annexure N . Offers only from retail/ local

chemists will be considered.

2. **Period of Contract:**-The contract will be valid for a period of 1 (ONE) year from the date of commencement of contract, unless short closed before that, by the Dean at his discretion.

3. The acceptance of tender will normally be on the basis of maximum discount offered by the Local Chemist on M.R.P. i.e. Maximum Retail price which is printed on the packing / flaps/ bottles. The Chemist will be paid on M.R.P. less discount quoted by him. Packing and delivery charges will be borne by the Chemist. Tampering on the printed M.R.P of the manufacturer by the local chemist by use of stickers or any other means will not be accepted. Discount should be quoted as a whole number and not as a range/decimal e.g. 40% and not as 30 to 50% or 40.25%.

4. A demand Draft drawn on any nationalized bank for **Rs.60000.00/- (Rupees Sixty Thousand only)** in favour of ESIC fund Account No.1 payable at Bangalore should be submitted along with the tender as earnest money deposit, failing which the tender will be rejected. However the EMD will be refunded after finalization of tender.

5. The selected tenderer is required to deposit a security of Rs. 2,00,000/- in the form of Demand Draft (CTS 2010 compliant) in favour of ESIC Fund A/c No-1 drawn on any nationalized bank payable at Bangalore. Security deposit will be refunded after receiving satisfactory performance report from the user units at the expiry of rate contract without any interest. In case of unsatisfactory performance by the firm, the firm may be blacklisted/debarred/security deposit will be forfeited.

6. Right to Acceptance: The purchaser does not pledge himself to accept the highest discount or any tender and reserves to himself the right of rejecting the whole or any part of the tender without assigning any reason.

7. Local Chemist for oncology drugs will submit the following documents:-

(i) Valid drug license for retail chemist as per Drug and Cosmetic Act.

(ii) Non 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 during the last 3 years.

(iii) Latest GST Registration: - Local Chemists who are not registered with the GST will not be considered.

(iv). Photocopy of self attested latest GST receipt (not older than three months)

(v) Name and addresses of their bankers & cancelled cheque along with other documents for E.C.S purpose.

(vi). Audited annual turnover of Rs. 50 lakhs on an average for the last 03-years certified by chartered accountant.

(vii) Each and every page should be signed and stamped by tenderer.

Note: Tenderers who do not furnish the documents referred above may not be considered.

8. The tenderer will not be allowed to subcontract.

9. Criteria for awarding bids will be fulfillment of technical conditions as well as offering of maximum discount on MRP in that category.

10. The Dean reserves the right to enter into a 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.

11. Reservations: The Dean reserves the right to appoint any number of Local Chemists.

12. In case of disputes, all the legal matters will be settled under the jurisdiction of court of Bangalore.

13. Local Chemist will maintain sufficient stock of the standard quality oncology medicines at all

times to avoid inconvenience to the ESI beneficiaries. The Local Chemist for oncology drugs will also maintain sufficient stock of drugs of reputed manufacturers which are regularly purchased.

14. Local Chemist for oncology drugs will indicate batch number, name of manufacturer and expiry date on goods receipt note/invoice at the time of supplying the drugs to the Hospital.

15. Indents are to be accepted duly countersigned by the Store In-charge of the Hospital whose specimen signature will be supplied to the local chemist. In his/ her absence the signature of any other officer authorized by the Store In-charge/ M.S as the case may be, shall be supplied.

16. **Life Period**:- The shelf life of Drugs/ items supplied should not have passed more than half of the shelf life from the date of manufacturing, at the time of supply.

17. **Packing** :- Supplies are required to be made in original packing of manufacturer, approximately nearest to the total quantity demanded for any particular medicine/ drugs, on any particular day.

18. **Collection of Purchase Order**:- Purchase Order on the basis of which supplies are to be made should be collected by the chemist or his representative everyday at 2 PM/ whenever intimated. The chemist/ Chemist's representative will sign in the Purchase Order Register in the Main store of the Hospital as proof of having attended the Hospital. In case of urgent need, Local Chemist will have to supply the Drugs to Hospital on supplementary Purchase Orders given to the representative of the local chemist who will deliver the items to the hospital. In case of emergency requirement for life saving items the local chemist will have to give the medicines within one hour; for this purpose the local chemist should be available 24 hours by Phone – Land-line & mobile, Fax or email.

19. **Delivery of supplies**:- The delivery of supplies will be made on NEXT day by 10AM of the collection of the Purchase order , at the premises of the hospital . On no account should there be delay or refusal by the Local Chemist in which case the Hospital will make alternative procurement. Any extra cost involved will be borne by the Local Chemist and will be recovered from his subsequent/ pending bills / Security Deposit.

20. Withdrawal from contract/withholding of supplies/ Irregular supply/ failure to fulfil the terms and conditions of the contract may entail for closure of contract and forfeiture of security deposit and debarment/blacklisting for 03 years from participating in any tender of ESIC.

21. The Medicines/ drugs to be supplied will be of standard quality. In case, it is found that any particular medicines has expired, or is substandard or spurious, the Local Chemist is liable to be black listed for a period of five years from future participation in any ESI Tender. Besides, any other legal action as deemed fit will be taken. If for any unavoidable reason beyond your control, it is not possible for the Local Chemist to immediately supply the medicines and the hospital is compelled to procure the same from other source; Extra expenditure incurred on this account will be recovered from subsequent bill (s)/ security deposit. Under no circumstances the medicines requested in the supply order, be substituted for a different generic molecule than the one asked for.

22. For patented/unimolecular drugs, certificate from manufacturer regarding the same is to be enclosed.

23. In case the purchased oncology drugs are not utilized due to death of patient/discharge of the patient or any unforeseen circumstances, the company should take back the supplied drugs if intimated well in advance, at his own cost.

24. 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 afore said have

deteriorated, the purchaser in that case will be entitled to reject the said article or such part thereof as may be found not conforming to the said description and quality. On such rejection such article (s) or such part 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.

25. Presentation of Bill: The Contractor shall present his bill for each fortnights supply within five (5) days of the closing of each respective fortnight **(1st - 15th by 20th of that month) (16th - 31st by 5th of next month)**

i) The Bill shall be in the printed and serially numbered invoices, credit bill with 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 a copy of acknowledged copy of the GRN cum Delivery Challan with all the column duly filled in.

iii) The contractor shall present the bill for oncology drugs and **there should be only 01 bill for each purchase order**. However according to terms and conditions of this tender, the discount in the bill is less than the offered discount; it will be considered as breach of contract.

26. Payment:-The contractor shall claim payments twice a month. Payment of the bills submitted in complete form and in time will normally be arranged within 60 days from the date of presentation. 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/unforeseen circumstances beyond the control of the ESI Corporation.

27. The Dean reserves the right to accept or reject any or all the tender (s) without assigning any reason(s) thereof and have the right to place orders on One or more firms.

Dean

ANNEXURE -H

(On non-judicial Stamp paper of Rs.100)

UNDERTAKING

TENDER NO:

1. I/We hereby offer to supply chemotherapy drugs to ESIC Model Hospital & Medical College, Bangalore as indicated in the Tender document, in the acceptance of tender at the rate given. 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 condition of contract in the schedule to the tender form 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 package given in the schedule to tenders.
5. I/we agree to arrange the supplies of life articles as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid will comply with provisions of Drugs and Cosmetics 1940 and rules made hereunder.
7. I/We agree to abide by the conditions of tender and the schedule to the tender.
8. I/We agree to provide Security deposit as mentioned in table-I, in the event the tender is awarded to me.
9. I/We enclose :-
 - (a) Demand Draft/ Bankers Cheque for Earnest Money Deposit of Rs.60000/- (Sixty Thousand only) with tender Notice and Schedule to the Tender duly signed,
 - (b) No Conviction Certificate from the State Drug Controller for last 3 years.
 - (c) Copy of Valid Drug License issued by state Drug Controller.
 - (d) Latest sales tax / VAT Registration Certificate.
 - (e) Latest VAT receipt (not older than 03 months).
 - (f) Audited Annual turnover of the firm for the last three years. The firm must have Annual turnover of Rs.50 Lakhs (Fifty lakhs) or more.
 - (g) RTGS/NEFT banking details
 - (h) Each and every page along with all the documents to be signed and stamped by the tenderer.
 - (i) Experience Certificate as per Annexure-'N'

SIGNATURE OF TENDERER

ADDRESS:

SIGNATURE OF WITNESS & ADDRESS

Date:.....

ANNEXURE-N

(On non-judicial stamp paper of Rs.100/-)

UNDERTAKING

I /We undersigned is/are authorized signatory/ signatories of the firm
M/s.....

Address.....
.....

do hereby undertake that

- 1) The firm is in this retail/Local Chemist business since last three (3) years.
- 2) I have not been blacklisted by any organization/institution for past 03-years.
- 3) If above information is found incorrect/ false at any time the tender is liable to be rejected.

Authorised signatory
with Name & Seal.

ANNEXURE - 'O'
PRICE BID

Sl. No.	Category	Discount quoted (%) Generic Drugs		Discount quoted (%) (Unimolecular/Patented drugs)	
		In figures	In words	In figures	In words
1.	<u>Category:</u> Medicines – Chemotherapy				

Name and address of the Bidder :

Phone No: Land line -
Mobile -

Fax No :

Email :

PAN No:

Details of valid Drug Licence No. &
Date Validity of Drug Licence upto:

Signature of Bidder: