

 <p>क.रा.की.नि. ESIC</p>	<p>कर्मचारी राज्य बीमा निगम अस्पताल (श्रम एवं रोजगार मंत्रालय, भारत सरकार) EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL (Ministry of Labour & Employment, Govt. of India) SURVEY. NO. 690 BIBVEWADI PUNE-37 सर्वे. नं. ६९० बिबवेवाडी पुणे-37 Email Id: ms-bibvewadi.pune@esic.in Telephone No. : 020-24212818</p>	
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E-Tender No. 03/2018

Date:10/07/2018

To,

M/s _____

Subject: - E-Tender for appointment of Local Chemist for day to day supply of Drugs, Suture material & surgical consumables for a period of **One years** to ESIC Hospital, Bibvewadi, Pune-37.

Sir,

E-Tenders under Two Bid system through 'e' procurement solution are invited from "Retail /Local chemist" having at least **Three years' experience as on 31.3.2018** in the field of local trade of drugs for appointment of Local Chemist for day to day supply of Drugs, Suture material & surgical consumables to ESIC Hospital, Bibvewadi, Pune-37 on indent, Special or Otherwise and which may not be stocked/ available in the MEDICAL Store of ESIC Hospital Bibvewadi, Pune-37 by Medical Superintendent on contract basis for a period of **One Year** extendable from time to time at the discretion of Medical Superintendent. The Condition of contract, which will govern the contract made, are contained in the tender form.

E-TENDER SCHEDULE

Sr. No	Name of Item	EMD (Rs)	Online Availability of E-Tender documents From	Last Date and time for online Submission of the Tender	Last Date and time of Submission of Sealed Envelope in Tender Box	Date and time of opening of Online Tender & Tender box
1	E-Tender for appointment of Local Chemist	Rs.20000	10/07/2018 to 10/08/2018 up to 11.00 am	10/08/2018 up to 11.00 am	10/08/2018 up to 11.00 am	10/08/2018 at 11.30 am

Note- In case 10/08/2018 happens to be a declared holiday then tenders shall be opened on the next working day at the same time.

Tender documents are available on line from 10/07/ 2018 at <https://esictenders.eproc.in>.

Bidders have to deposit the Earnest Money Deposit of Rs.20000/- in the form of Demand Draft / Pay Order drawn on any Nationalized Bank in favour of ESI Fund Account No 1, ESIC Hospital Bibvewadi, Payable at Pune.

The interested tenderers should upload their technical & financial bids along with scanned Copies of all relevant certificates, documents, etc., duly signed on the e-tender portal <https://esictenders.eproc.in>. latest by 10/08/2018 up to 11.00 am.

In addition to E-Tender which has to filed online, The Bidders are also required to **submit sealed envelope** super-scribed "TENDER FOR APPOINTMENT OF LOCAL CHEMIST" along with Name and Address of Bidder containing the hardcopy of the following documents:

- 1) Earnest Money Deposit of Rs.20000/- in the form of Demand Draft / Pay Order drawn on any Nationalized Bank in favour of ESIC Fund Account No 1, ESIC Hospital Bibvewadi, Payable at Pune
- 2) Undertaking on Rs. 100/- stamp paper as per ANNEXURE I duly filled & signed.

and Sealed Envelope containing above documents should be dropped in the Tender Box kept in Administrative hall of ESIC HOSPITAL BIBVEWADI PUNE on or before closing date and time. ie 10/08/2018 up to 1.00 pm.

Bidders are free to quote for any one or more items

Earnest money deposit: Rs.20000/-

The technical bids will be opened online on 10/08/2018 at 11.30 am

Tender box will also be opened on 10/08/2018 at 11.30 am

Bidders or their authorized representative (with authority letter & ID Proof) may be present if they wish to be. In case 10/08/2018 is declared a holiday, bids will be opened on next working day at the same time & venue.

If Sealed Envelope containing Hard Copies of EMD, Undertaking (Annexure-I) received late, tender will not be considered.

Proof of postage/courier won't be considered as a claim for timely submission of tender.

Bid without Earnest Money deposit will not be accepted.

Tender document is also available for viewing on the website of Employees' State Insurance Corporation i.e. www.esic.nic.in

Any corrigendum to this letter will be notified through the aforesaid website

Medical Superintendent reserves the right **to accept any tender in full or in part**, to reject any or all tenders at any time without assigning any reason thereof.

Please note that Tender not accompanied with requisite earnest money deposit (EMD) will be rejected outright without assigning any reason or entertaining any correspondence.

The earnest money of unsuccessful bidders will be refunded, without accrual of any interest, in due course of time, as per official convenience.

Tender form along with List of Terms and Conditions is enclosed.

Medical Superintendent

IMPORTANT INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

All bidders/contractors are required to procure Class-III Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

Bidder should get registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer ◇ Tools ◇ Internet Options ◇ Security ◇ Trusted Sites ◇ Sites of Internet Explorer:

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer ◇ Tools ◇ Internet Options ◇ Advanced Tab ◇ Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd. payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the tender.

Bidders can contact our Helpdesk at <https://esictender.eproc.in/html/Support.asp>

Medical Superintendent

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Re-Tender No. 03/2018

Date:10/07/2018

TENDER FORM

E-Tenders under Two Bid system through 'e' procurement solution are invited from "Retail /Local chemist" having at least **Three years' experience as on 31/3/18** in the field of local trade of drugs for **appointment of Local Chemist** for day to day supply of Drugs, Suture material & surgical consumables to ESIC Hospital, Bibvewadi, Pune-37 On indent, Special or Otherwise and which may not be stocked/ available in the MEDICAL Store of ESIC Hospital Bibvewadi, Pune-37 by Medical Superintendent on contract basis for a period of One Year extendable from time to time at the discretion of Medical Superintendent.

Earnest money deposit: Rs. 20000/-

TENDER EVALUATION

Tenders evaluation will be done in two stages

1. Technical bid and
2. Price bid.

The bidders are required to submit on line Technical Bid and Financial Bid on the e-tender portal <https://esictenders.eproc.in>. latest by 10/08/2018 at 11.00 am

In addition to on line submission of Technical Bid and Financial Bid , The Bidders are also required to submit sealed envelope super-scribed "TENDER FOR APPOINTMENT OF LOCAL CHEMIST" along with Name and Address of Bidder containing the hardcopy of the following documents:

- 1) Earnest Money Deposit as per details above in the form of Demand Draft / Pay Order drawn on any Nationalized Bank in favour of ESIC Fund Account No 1, ESIC Hospital Bibvewadi, Payable at Pune
- 2) Undertaking on Rs. 100/- stamp paper as per ANNEXURE-I duly filled & signed.

and Sealed Envelope containing above documents should be dropped in the Tender Box kept in Administrative hall of ESIC HOSPITAL BIBVEWADI PUNE on or before closing date and time. ie 10/08/2018 at 11.00 am.

TECHNICAL BID (ONLINE):-

Compulsory scanned copy of following documents to be uploaded. All the documents should be signed and stamped by the bidder.

SR NO	PARTICULARS
1	Self-attested photocopy of latest and valid GST registration certificate
2	GST Receipt (Up to 31/12/17 or thereafter)
3	Tender Documents duly signed & stamped by Authorized signatory of Bidder
4	Undertaking on Rs. 100/- stamp paper as per ANNEXURE- I duly filled & Signed
5	Authorization letter for signing the Tender Document as per Annexure II
6	INCOME TAX RETURNS for 1.Financial year 2015-16(Assessment year2016-17), 2.Financial year 2016-2017(Assessment year2017-18)
7	Tax Audit Report for the 2 financial years i.e. (2015-16, 2016-17), duly authenticated by Chartered accountant.

	For financial year 2017-18 Unaudited financial statement indicating turnover , net profit ,etc. Duly signed by Chartered accountant.
8	Valid Registration Certificate under Shop and Establishment Act
9	Valid Drug License for Retail Chemist as per Drugs & Cosmetic Act.
10	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 during the last 3 years. No Conviction Certificate must be issued after 31/12/2017

Please Note that Tender shall be liable to be rejected if legible scanned copies of documents listed above are not uploaded in Technical bid.

Online Technical bid of the bidders & Tender box will be opened at the prescribed time and date as indicated in tender document. During the Technical bid opening, the tender opening official(s) will examine the salient features of the tenders like Earnest Money Deposit , Drug License for Retail Chemist & Technical bid shall be referred to Technical Evaluation Committee for technical evaluation.

The Technical Evaluation Committee constituted by the Medical Superintendent will technically evaluate technical bid submitted by bidders on the basis documents as per technical bid & terms and condition of tender.

The bid accepted technically will only be considered for price evaluation (price bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.

Online Price Bid of only those bidders who qualify on basis of Technical Bid (after evaluation by Technical evaluation committee) will be opened by purchase committee for further action

Bidders who qualify on basis of Technical Bid (after evaluation by Technical evaluation committee) will be informed through Mobile/email about the date and time of opening of online Financial Bids.

PRICE BID (ON LINE): Bidder should filled online their discount offered on M.R.P. as per following format:

Sr. No.	Name of Item	% of Discount Offered on MRP (in Figures)	% of Discount Offered on MRP (in Words)
1	GENERIC ALLOPATHIC DRUGS		
2	BRANDED ALLOPATHIC DRUGS		
3	SUTURE MATERIAL		
4	SURGICAL CONSUMABLES		

Note: If there is a discrepancy between the amount expressed in words and figures, the amount in words shall be considered as final price.

- The bidder shall indicate the discount offered on M.R.P. i.e. maximum Retail price which is printed on the item.
- Allopathic drugs should be supplied of generic preparations unless specified otherwise.**
- Separate discounts should be quoted for:
 - Branded Allopathic Drugs.
 - Generic Allopathic Drugs.
 - Suture material.
 - Surgical consumables
- Discounts quoted by the bidder shall remain fixed during the entire period of the contract and not subject to variation on any account. A bid submitted with an adjustable discount quotation (e.g. Octroi extra/ sales tax extra/ GST as actual etc.) will be treated as non-responsive and will be rejected.
- All discounts must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of any discrepancy between two the interpretation of the Purchaser on this account shall be final and binding. If the bidder does not accept the correction of errors as per purchaser's interpretation his bid will be rejected

6. Arithmetical errors, if any, in any part of bid will be rectified on the following basis. If there is any discrepancy between the figures and words, the amount in words will be taken as correct. If the bidder does not accept the corrections of errors, the bid shall be rejected.
7. In case more than one firm quotes the same rates, the preference shall be given to the local chemist who is located nearer to the hospital. The decision of the Tender finalizing committee & Medical Superintendent shall be final & binding on all the concerned parties.

GENERAL TERMS AND CONDITIONS

1. The term corporation shall mean the ESI Corporation.
2. The term Medical Superintendent means Medical Superintendent, ESIC Hospital, Bibvewadi, Pune-37 and any other officer in authority for the time being in administration of ESI Corporation.
3. **Experience of the firm:** The Tenderer must have at least **Three years' experience as on 31.3.2018** in the field of local trade of drugs. Offers will be considered only from **retail/local chemists**.
4. **Period of validity of bids:** Every Tender would remain open for acceptance for 60 days from the date of opening of Tender or till the date of the finalization of the Tender, whichever is earlier. In exceptional circumstances the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The EMD provided shall also be suitably extended.
5. The earnest money of unsuccessful bidders will be refunded, without accrual of any interest, in due course of time, as per official convenience.
6. **SECURITY DEPOSIT:**
 - a. The offer of contract issued to the successful contracting firm would need to be accepted within 15 days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD.
 - b. Successful contracting firm will be required to deposit security deposit as below:

Item No.	Name of Item	Security Deposit (Rs.)
1	GENERIC ALLOPATHIC DRUGS	35000
2	BRANDED ALLOPATHIC DRUGS	15000
3	SUTURE MATERIAL	15000
4	SURGICAL CONSUMABLES	20000

- c. Security deposit should be submitted in the form of pay order/ demand draft in favor "ESI fund Account No. 1, ESIC Hospital, Bibvewadi, Pune-37", payable at Pune. The EMD will be released only after submission of security deposit without any accrual of interest. The Security money so deposited by the successful bidder will be retained by the Hospital till completion of the contract and will be released there after (without interest) on claim, subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.
 - d. In the event of any breach/violation or contravention of any terms and condition contained therein by the contractor, the said security deposit will be forfeited.
7. **Signing and validity of contract:**
 1. On award of contract, the contracting firm will be required to enter into an agreement/contract on stamp paper of appropriate value in the form approved by the Hospital administration. The cost incurred in this connection will be borne by the contractor.
 2. The Contract, if awarded will be initially for **One years** from the date of award subject to continuous satisfactory performance and on failure on this aspect by the appointed local chemist, the Hospital reserves the right to terminate the contract.
 3. This initial period of **One Year** can be extended for such further period at the discretion of the Hospital authority, but not more than one year at a time.

8. The Medical Superintendent 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 items or for different items.
9. No change in discount rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted discounts.
10. Tender forms/ Tenders are not transferable: The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
11. Termination of contract:
 - a. Medical Superintendent reserves the right to terminate the contract at any time during currency of the contract period without assigning any reason thereof.
 - b. If the services are not up to the satisfaction of the authorities payment in part or full may be deducted and the contract for the remaining period may be terminated.
 - c. The bidder may terminate the contract only after giving one month prior notice; failure to give notice will result in forfeiture of Security deposit and Imposition of penalty as decided by Medical Superintendent.
12. Corrupt or fraudulent practices: ESIC Hospital, Bibvewadi, Pune-37, requires that the Hospital as well as bidder/contractors under this contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the, ESIC Hospital, Bibvewadi, Pune-37, will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a local chemist ineligible either indefinitely or for a stated period of time for award of the ESIC contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.
13. In case of any dispute or difference Medical Superintendent is the Final Authority.
14. Medical Superintendent reserves the right **to accept any tender in full or in part**, to reject any or all tenders at any time without assigning any reason thereof.

SPECIFIC CONDITIONS OF THE CONTRACT

1. The General Terms and Conditions for supply of Drugs, Suture material & Surgical consumables to ESIC Hospital, Bibvewadi, Pune-37. & the Law of contract will be applicable.
2. The Local chemist services for the hospital shall be provided on all days during the contract period.
3. The contractor will comply with all legal requirements and for obtaining all the requisite licenses included under Drugs and cosmetics Act & shops and establishments Act etc. Hospital shall not be responsible in any way for any breach by the contractor of the rules and regulations governing the running of such establishment.
4. 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 and no taxes. Octroi or any other levy/tax will be paid which has to be borne by the Chemist. Tampering of the printed MRP of the manufacturer by the local chemist by use of stickers or other means will not be accepted. Separate discounts should be quoted for Drugs/ Suture material/ Surgical consumables.
5. Local chemist will maintain sufficient stock of Drugs, Suture material and surgical consumables at all times to avoid inconvenience to the ESI beneficiaries. **Allopathic drugs supplied should be of generic preparations unless specified otherwise.**
6. Collection of indent for supply: Indent on the basis of which supplies are to be made should be collected by the chemist or his representative every day (Monday to Saturday) between 11.30am. To 12.00 p.m. The Chemist/Chemist's representative will sign in the Indent Issue Register in the main store of the Hospital as proof of having attended the Hospital.
7. Indents are to be accepted duly countersigned by the Store Incharge of the hospital whose specimen signatures will be supplied to local chemist duly attested by Medical Superintendent
8. The Store In charge of the Hospital will fill all the four copies of the items cum indent form in single stroke and will retain first copy for office use and send three copies to local chemist who after filling the remaining required columns in the items cum indent form will return back second copy along with indented items to the Store

Incharge. At the end of the week Local Chemist will submit the third copy for payment to Medical Superintendent along with summary of items cum indent form in serially numbered printed invoice. The fourth Copy will be retained by the Local Chemist for his office use.

9. **Delivery of Supplies:** The delivery of supplies will be made on same day as the collection of the indents or at the latest on the next day by 11.30am to 12.00pm, at the premises of the hospital indenting the supplies, as directed.
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 of supply.
11. **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.
12. During normal office hours, the Medical Store Section will receive the drugs, dressings, surgical items, etc. and will verify the 'maximum retail price' & other particulars and certify on the challans as well as bills.
13. The tenderer or his representative should be available / approachable for 24 hrs. 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 requisite item will have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
14. On Sundays/Holidays and beyond normal working hours, emergency orders may be Placed by the Casualty Med Officer under his sign and seal.
In emergency and exceptional situations drugs and dressings supplied in outside office hours will be received by the officials of Casualty department but the tenderer will ensure that the challan is re- verified in the medical store department on the immediate next working day..
15. **Risk Purchase :** In case of failure to supply any or all items as per requisition / purchase order/specification / prescribed brand of item **within reasonable time(Generally 24 hrs.)** 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 arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the tenderer with whom the contract is made by way of any of his subsequent/pending bills or security deposit.
16. In the case of failure or refusal /Irregularity by local chemist to supply the items 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 and his security deposit will be forfeited.
17. The items to be supplied will be of standard quality, In case, it is found that any particular item has expired, or is substandard or spurious, the Local chemist 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 his control, it is not possible for chemist to immediately supply the items indented and the hospital is compelled to procure the same from the other local chemist, extra expenditure on this account will be recovered from subsequent bill(s) of the contracting local chemist.
18. The contactor should give a declaration that the medicines supplied for this contact shall be of the best quality and in accordance with the specifications as indented and if the articles are discovered not to confirm to the description and the quality aforesaid have deteriorated the purchaser in that case will be entitled to reject the said articles of such portion thereof as may be discovered not conforming to the said description and quantity. On such rejections 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.
19. Local chemist will indicate Batch Number, Name of manufacturer and Expiry Date on indents at the time of supplying the items to the Hospital.
20. **Presentation of Bill:** The Contracting local chemist shall present his bill for each week's supply within the next week following the week in which supplies were made.

- a. The bill shall be in the printed and serially numbered Invoice/Credit bill with the name and address of the Chemist and GST Registration Number printed thereon.
 - b. The bill shall show the summary of the total amount for each day for the net amount supported by the acknowledged copy of the indent the entire column duly filled in.
 - c. The Purchaser reserves the right to demand in any case, the original of the supplier's invoices for verification of the Net Trade Price Claimed by the contractor.
21. Payment: The Contractor shall claim payment weekly. The Payments of the bills prescribed in complete forms and in time will normally be arranged in 4 to 6 weeks from the date of presentations. However, no claim shall be made by the contractor against the ESI Hospital in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Hospital.

Medical Superintendent

ANNEXURE I

Format of Undertaking for Local Chemist
To be submitted in Non Judicial stamp paper of Rs.100/-

To
The Medical Superintendent
ESIC Hospital, Bibvewadi, Pune-37

Dear Sir,

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document (Tender no. _____) and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I, the undersigned hereby bind myself to Medical Superintendent, ESIC Hospital, Bibvewadi, Pune-37, during the period of contract.
4. The security money deposited by me shall remain in the custody of the Medical Superintendent, ESIC Hospital, Bibvewadi, Pune-37, till the expiry of the contract. The security deposit will not carry any interest. I understand that in case of non-supply, extra expenditure done for risk purchase will be recovered from me and I will pay the extra expenditure to the hospital.
5. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
6. I will be wholly responsible for supply of standard quality of Drugs, Suture material and Surgical consumables on indent at ESIC Hospital, Bibvewadi, Pune-37, and will ensure timely delivery of items to the hospital.
7. I agree that the supply of aforesaid will comply with provisions of Drugs Act, 1940 and rules made hereunder.
8. That all the terms and conditions of the tender are accepted by me.
9. I note that you are not bound to accept any or all tenders you may receive.
10. I agree to abide by this tender for a period of 60 days from the date of opening of Tender.
11. I have enclosed No Conviction Certificate from State Drug Controller Issued after 31/12/2017
12. The decision of the Medical Superintendent will be binding upon me.
13. I have experience of three years in the field of local trade of drugs
14. That I am the proprietor /partner/authorized signatory of M/S _____ & my/our firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against my/our firm.

SIGNATURE & NAME OF THE AUTHORISED PERSON OF THE TENDERER WITH SEAL OF THE AGENCY

ANNEXURE II**(To be submitted on firms letter head.)**

FORMAT – AUTHORIZATION FOR SIGNING TENDER DOCUMENT.

Resolved that Shri./Smt./Ms. son/daughter/wife of
 residing at
 holding the post of
, is hereby authorized to sign the tender documents, and participate in the tender process
 for invited by Medical Superintendent, ESIC Hospital, Bibvewadi, Pune- 37.

Signature of Authorized Person: _____

Designation: _____

 Signature of person/persons giving authorization

Designation

Date

Note:

- 1) In case the bidder is the company as defined and registered under companies act, 1956 and/or 2013, a board resolution authorizing the person of company to sign the tender document and to participate in tender process should be submitted.
- 2) In case the bidder is a proprietor, he/she should sign the tender document.
- 3) In case the bidder is partnership firm, tender document should be signed by the partner, who is duly authorized as per partnership deed to sign and participate in tenders.
- 4) If the bidder himself/herself is not attending the opening of tender, he should submit authority letter, authorizing his/her representative to attend the sa