

श्रम अने रोजगार मंत्रालय, भारत सरकार
कर्मचारी राज्य वीमा निगम, अंकलेश्वर हॉस्पिटल,
500 क्वार्टर्स नी नजुड, अंकलेश्वर जू आर्ष डी सी, जिल्लो भरुच-393002

श्रम एवं रोजगार मंत्रालय, भारत सरकार,
 कर्मचारी राज्य बीमा निगम, अंकलेश्वर अस्पताल,
 500 क्वार्टर के पास, अंकलेश्वर जी.आई.डी.सी.
 अंकलेश्वर, जिला भरुच - 393002



Ministry of Labour & Employment, Govt of India
 Employees' State Insurance Corporation,
 Ankleshwar Hospital, Near 500 Quarters,
 GIDC Ankleshwar, Dist Bharuch - 393002
 E-mail : esih-ankleshwar.gj@esic.in

Website: www.esic.nic.in

No.375/ESICH/MedicalStore/Emp.Chemist/2016-17/Ank.

Dated: 10.04.2018

Notice Inviting E-tender (Re-tender)

Duly filled & sealed e-tenders are invited under two bid system through e- procurement solution from the reputed and experienced local chemists for empanelment of chemists to supply Drugs/Medicine & Dressing Materials on day to day basic for ESIC hospital, Ankleshwar for the year 2018 – 2019 (1Year) as per the details below :

Eligibility criteria	Tender processing Fee	E.M.D.	Online Tender Form issue period & time	Online Tender submission last date & time	Online Tender opening date & time
A) Having valid drug license as per existing govt. rules issued by the competent authority. B) Copies of Income tax return for last 2 years. C) GST copies to be submitted with tender form (Whichever is applicable) D) Proper infrastructure to supply medicines timely and regularly on daily basis.	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. (Please refer Page No.2)	Rs. 20,000/ (Twenty Thousand Only) In the form of demand draft / bankers cheque drawn in favour of ESIC fund Account - no.1 Payable at Ankleshwar	From 10.04.2018 (10:00 am onwards) up to 02.05.2018 (12:15 pm)	02.05.2018 up to 01 :00pm	02.05.2018 At 2:30 PM. In the presence of the tenderers who wish to remain present.

Tenders documents are available online from 10.04.2018 at www.esic.nic.in, <https://esictenders.eproc.in>. & <https://eprocure.gov.in>. The terms & conditions and other details of the tender are available in tender tab of www.esic.nic.in.

Important Instructions for Bidders regarding Online Payment

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

Bidders 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://esictenders.eproc.in/html/Support.asp>



Schedule of Tender No	: 375/MedicalStore/Emp.Chemist/2016-17/Ank.
Date of Start of Download	: 10.04.2018
Last date of submission of e-tender	: 02.05.2018 up to 1:00PM
Time & Date of opening of e-tender	: 02.05.2018 at 2:30PM.
Earnest Money	: RS. 20,000/-(Twenty four thousand only)

CONDITION OF CONTRACT:

- 1. The contract will be for a period of 01 year** from the date of issue of acceptance of tender, unless the contract is terminated before that, by Medical Superintendent at his/her discretion. However, this contract can be extended also, for 1 year if so required by the Medical Superintendent of the hospital at his/her discretion depending on the performance.
- The discount prices ones approved/ finalized shall remain same during the currency of the contract. Any change in applicable taxes such as CGST /SGST shall be paid as per prevailing rates / Govt. rules.
- The interested bidders should upload duly signed technical & financial bids in chronological order with scanned copies of all relevant certificates, documents etc., on the e-tender portal <https://esictenders.eproc.in> latest by 02.05.2018 up to 1:00pm.
- In addition to online submission of e-tender, bidders are also required to submit hard copy of the following documents:-
 - Envelop A: Containing Earnest Money Deposit (EMD) in the form of Demand Draft/ Pay Order in favour of ESIC Fund Account No.1, payable at Ankleshwar.
 - Envelop B: Containing Technical Bid (Annexure-A &B)
 - Envelop C: Containing Financial Bid/Price Bid (Annexure- C).

The tender / offer should be submitted in One sealed envelope, inscribed – **TENDER FOR PANEL CHEMIST** and shall be dropped in the BOX kept in office of the Asst. Medical Superintendent. Tender received after closing date and time shall not be accepted under any circumstances if received even by post. The figure / rates quoted in the Tender Annexure – A must be covered with transparent tape to avoid any tempering. No overwriting or correction is permitted

- All the powers of acceptance or rejection of tender lies with the Medical superintendent The Medical Superintendent is not liable to give reason for rejection of contract for any particular Tender.
- Acceptance of Tender :-**

The Acceptance of tender will be on the basis of **Maximum discount** offered by the local chemist on MRP (inclusive of all taxes) i.e. maximum retail price of generic & branded medicines which is printed on the packing /flaps/bottles (To be quoted in the price bid (Envelop C/enclosed with e-tender). The chemist will be paid on M.R.P less discount (GST/ vat or any other levy/tax on packing and the 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 by any other means will not be accepted.

0.4 weightage points will be given to the discount on branded items and 0.6 weightage points will be given to the discount on generic items for comparison of rates during evaluation of bid. The item will not be considered branded if other companies are providing the same drug in generic form or cheaper rates unless the hospital has placed demand for a particular brand. Items like Bandage, Gauge, Cotton, Disposable Syringes, I.V Sets and other surgical consumables will be treated as generic and discount will be applied accordingly and separately. Rates /Discount to be quoted as a whole number & not in Decimals/Range/Fractions.

7. The medical Superintendent of the hospital reserve the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more chemists for one and the same medicine or for different medicines.
8. The tenderer shall enclose a Bank Draft issued by a Nationalized Bank of Rs. **20,000/-** (Rupees twenty Thousand only) as Earnest Money Deposit in the favour of ESIC FUND A/C NO.1- payable at Ankleshwar along with the tender failing which tender is liable to be rejected. EMD of tenderers shall be returned only after award of contract to successful tenderer.
9. The selected tenderer will be required to deposit a security of Rs. **50,000/-** (Rupees fifty Thousand only) through a D.D. of state bank of India or any nationalized bank in favour ESIC FUND A/C No.1, Payable at Ankleshwar. Security deposit will only be discharged after satisfactory performance of the contract. No interest will be paid for the Security deposit.
10. The supplier will maintain sufficient stock of the standard quality of medicines all the time to avoid inconvenience to the ESI beneficiaries.
11. If any government approved agency apply for the empanelment, first preference will be given to them, rest of the terms & conditions remain will be same.
12. In case of failure or refusal by the supplier to supply the medicines to the hospital, the contract is liable to be cancelled at supplier's risk and cost involved in arranging supplies from alternative source will be recovered from the original supplier.
13. The supplier shall indicate batch number and name of manufacture, date of manufacture, expiry date, in indents at the time of supplying the drugs. The medicines / drugs to be supplied will be of standard quality. In case, it is found that any particular medicine date has expired, or is substandard or spurious, the firm will be liable to be black- listed. Besides any other legal actions as deemed fit will be initiated. It is also stated that the brand of the medicine would not be substituted in case of indent is of brand item of medicine.
14. **Life Period:** the life of goods supplied should not have passed more than half life from the date of, manufacture, at the time of supply.
15. **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 date, by the store in charge.
16. **Collection of prescription for supply:** Indents on the basis of which supplies are to be made should be collected by the contractor or his representative each day. The time and place of

collection of indent will be decided with the local panel chemist mutually by the store In –Charge or any other officer designated by competent authority.

17. Period up to which supply orders will be placed: Supply orders will be placed against the contract till the last date of the contract. Orders received during the closing date should be complied with in due course, in accordance with the terms of contract; even through the last date of the contract may have expired.

18. Undertaking for Branded Drugs: As per MCI regulations, generic drugs shall always be the first preference. In case branded drugs are supplied against generic, the chemist should always submit an undertaking “No Generic Substitutes are available for same”.

19. Delivery of supplies: The delivery of suppliers’ will be made on SAME day as the collection of the indents at the premises of the hospital by the contractor.

20. Items not available with the contractor: (A) the items which are not available with the contractor for supply will be procured by contractor the and supplied from the market immediately, but payment will be made in accordance with the terms of the contract, on the basis of the accepted offer as per conditions of the contract.

(B) In case of the contractor for any reason fails to supply any items indented by the hospital, the IMO store In – charge concerned shall have the right to purchase the medicine from the open market and the difference of cost shall be deducted from the bill of original supplier.

21. Items required in Emergency: When an emergency arises outside the working hours of the Contractor or on closed days, the purchaser or any officer only authorized on this behalf by the Hospital may procure the items as required from the market and the cost difference involved shall be deducted from the supplier as provided in clause 18 above.

22. Presentation of Bill : The contractor shall present his bill for each fortnight’s supply within ten days of the closing of each respective fortnight

- i. The bill in duplicate shall be printed and serially numbered Invoices / Credit bill with name and address of the Chemist, Valid drug license no. CGST/SGST No. Printed thereon.
- ii. The bill shall show the summary of the total amount for each day for the net amount claimed supported by the acknowledged first copy of indent along with all the column duly filed.
- iii. The purchaser reserves the right also to demand in any case, the original of the suppliers’ invoices for the verification of the net trade price claimed by the contractor.

Payment: The contractor shall claim payments once a month payments of bills prescribed in complete form and in time will be arranged in 3 to 4 weeks from the date of presentation. However, no claim shall be made by the contractor against ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.

23. The above condition can be modified as per need from time to time by the Medical Superintendent.

24. The supplier selected for supply medicine and dressings shall have to enter into a contract on a non-judicial stamp paper of Rs. 100/-

25. Selected tenderer, in any circumstance, can NOT appoint sub contractor for the supplies.

26. TDS will be done. If applicable.

27. Arbitration clause: In the event of any dispute or difference arising under these conditions or any special conditions or contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions the same shall be referred to the sole arbitration of the Medical Superintendent, ESIC Model Hospital, Ankleshwar or some other person appointed by him/her. There shall be no objection that the arbitrator is a Government/Corporation servant and that he had to deal with matters to which Contract relates or that in the course of his duties as Govt. / Corporation servant he had expressed views on all or any of the arbitration disputes or differences.

The award of the arbitrator shall be final and binding on the parties to this contract.

Terms of Arbitration:-

a) If the arbitrator be the Medical Superintendent, ESIC Model Hospital, Ankleshwar.

i. In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for 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 the Medical Superintendent, ESIC Model Hospital, Ankleshwar to appoint another person as arbitrator.

b) If the arbitrator be a person, appointed by Medical Superintendent, ESIC Model Hospital, Ankleshwar -

i) In the event of his delaying, neglecting or refusing to act, being unable to act, for any reason, it shall be lawful for the Medical Superintendent, ESIC Model Hospital, Ankleshwar, either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further to the terms of this contract that no person, other than the Medical Superintendent, ESIC Model Hospital, Ankleshwar 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 such reference, the assessment of the cost incidental to the reference and award 15 respectively shall be in the discretion of the arbitrator. The subject as aforesaid, the Arbitration 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 arbitration proceedings under this clause. Work under the contract signed at shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be with-held, on account of such proceedings.

The venue of the arbitration shall be Ankleshwar, Dist.-Bharuch.

28. Dispute Settlement: All the disputes relating to the Rate Contract shall be subject to the territorial jurisdiction of Ankleshwar, Dist.-Bharuch.

29. Termination for Default: The ESIC may without prejudice to any other remedy for breach of agreement, by written notice of default send to the panel chemist terminate the agreement in whole part.

a) If the panel chemist fails to provide any or all of the services for which has be recognized within the period (s) specified in the agreement, or within any extension thereof if granted by the ESIC pursuant to condition of agreement or

b) If the panel chemist fails to perform any other obligation(s) under the agreement.

c) If the panel chemist, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

If the panel chemist found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the agreement after fiving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.

IMPORTANT NOTE: - If Government declares Holiday on last day of receiving of duly filled tender form then next working day with same time schedule will be treated as last Day.

MEDICAL SUPERINTENDENT

ESIC Model Hospital, Ankleshwar.

Note: Every page of this tender document should be signed and stamped by the Authorized signatory (tenderer).

TECHNICAL BID (ONLINE) & ENVELOPE

Compulsory scanned copies of following documents are to be uploaded. All the documents should be signed and stamped by the tenderer & uploaded in chronological order.

CHECK LIST OF DOCUMENTS

S. No.	Particulars	Page No.
1.	Bidder profile mentioning Name, registered address, telephone number, bank detail (RTGS, IFSC Code etc.), total numbers of employees.	
2.	PAN No.	
3.	Drug (retail) license issued by State Drug Controller (attach attested photocopy)	
4.	Undertaking that there is no case pending under the Drugs & Cosmetic Act & Rules there under as well as under drugs price control order (DPCO) against the firm during the last two years	
5.	Proof of shop { Shop & Establishment Act Registration Certificate}	
6.	Proof of company/proprietorship/Partnership etc.	
7.	Annual accounts for the last two years i.e. 2015-16 & 2016-17- 1. Financial year 2015-16/Assessment year 2016-17 2. Financial year 2016-17/Assessment year 2017-18 containing balance sheet profit and loss accounts duly certified by chartered accountant. 3. Copy of tax audit report/certificate of CA for taxation (as applicable) as per income tax law for above two financial years.	
8.	Self-attested photocopy of latest and valid GST registration certificate & vat receipt/sales tax clearance certificate /GST receipt (up to 30/06/17 & thereafter)	
9.	Undertaking as per Annexure-B	

Signature of Party with Stamp

UNDERTAKING

- 1) I/We (name).....contractor/ partner/ sole proprietor (strike out whichever is not applicable) of (firms) solemnly affirm to the fact that the individual firm/ companies are not blacklisted/terminated/debarred by any organization/body or any partner or shareholder thereof and are not directly or indirectly connected with or has any subsisting interest in business of my/our firm.
- 2) I/We hereby undertake that rates offered by us, will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of chemical & fertilizers. We further undertake that in case there is any down-ward revision by the NPPA, 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 Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.
- 3) I/We hereby undertake that none of my/our family member/(s) is/are employed/working in ESI Corporation.
- 4) I/We hereby undertake that rates quoted shall be valid and binding upon me/us for the entire period of contract.
- 5) I/We hereby undertake that no vigilance /C.B.I/court case is pending against the firm.

Date:

Place:

Authorised Signatory (with stamp)

Financial Bid

(TO BE FILLED IN BY PARTY)

FOR PANEL CHEMIST FOR YEAR – 2018 – 2019

Discount offered in percentage (on M.R.P)

SR.NO.	ITEM	FACTOR (F)	% DISCOUNT OFFERED ON MRP IN FIGURES		Discount after factorization
1.	Branded Drugs	0.4	A		
2.	Generic Drugs	0.6	B		
3	Total Discount#				

#Formula for Calculation for total discount= (0.4*A) + (0.6* B)

The tender will be awarded to the chemist offering maximum discount as per the above formula.

In case of discrepancy between amount mentioned in words & in figures, amount quoted in words shall be taken as the final quoted price.

I have read & understood the terms & conditions in the tender (Annexure – A) fully and agree to it.

Bank Draft No. _____ for Rs. **20,000/-** (Earnest Money Deposit)

Draft Dated: _____.

Address:

Signature of
Party with Stamp

Phone No. _____

& Mobile No. _____

The discount percentage once approve / finalized should never be change.