e-TENDER FORM

No.602/U/16/51/2003/NMK/LP  
Dated: 24 August 2020

E-Tender for empanelment of local firms/suppliers for local purchase of “BRANDED MEDICINES” at ESIC Model Hospital, Namkum, Ranchi.

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<th>Description</th>
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INTRODUCTION:

E-tenders through e-procurement solutions are invited from reputed Firms/ Suppliers from Ranchi for providing BRANDED MEDICINES on contract for a period of Two year under Double bid system, extendable for a further period of one year. ESIC Model Hospital, Namkum, Ranchi is a 50 bedded hospital run by the Employees State Insurance Corporation which is a statutory organization under the Ministry of Labour and Employment, Govt. of India.

<table>
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<tr>
<th>Sl. No</th>
<th>Name of the Service</th>
<th>Providing BRANDED MEDICINES at ESIC Model Hospital, Namkum, Ranchi.</th>
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<tbody>
<tr>
<td>1</td>
<td>Duration of Work</td>
<td>Two Years (extendable for another one year)</td>
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<tr>
<td>2</td>
<td>Amount of E.M.D</td>
<td>Rs. 144000/-</td>
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<td>3</td>
<td>Amount of security deposit</td>
<td>Rs. 360000/-</td>
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<tr>
<td>4</td>
<td>Date of issue of e-tender applications</td>
<td>26-Aug-20</td>
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<tr>
<td>5</td>
<td>Last date for uploading of completely filled tender</td>
<td>17 September 2020up to 12:00</td>
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<tr>
<td>6</td>
<td>Date and Time of opening of Tender (Technical Bid)</td>
<td>18 September 2020 at 02:00</td>
</tr>
<tr>
<td>6</td>
<td>Date and Time of opening of Tender (Financial Bid)</td>
<td>22 September 2020 at 02:00</td>
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</table>

Note:

➢ In case the said date/s, happen to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place & as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

➢ Selection of the agency will be at the sole discretion of the competent authority of the ESIC Model Hospital Namkum, Ranchi, who reserves its right to accept or reject any or all the proposals fully or partly.

➢ The tender documents for the above work can be downloaded from https://eprocure.gov.in.eprocure/app and can also be viewed at www.esic.nic.in.

Sd/-
Medical Superintendent
INSTRUCTIONS FOR BIDDERS

E-Tenders in two bid system through E-Procurement solution are invited by the Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi, Jharkhand, from the registered, reputed and licensed Local Chemist, who are having permanent place of business in Ranchi for the local purchase of Drugs, Dressings and Surgical Consumables required by the ESIC Hospital for the patients.

Detailed information regarding the items, application/tender forms, EMD details, specifications, terms and conditions can be downloaded from the following websites: [www.esic.nic.in](http://www.esic.nic.in) / [https://eprocure.gov.in](https://eprocure.gov.in)

All bidders are requested to participate in the tender online through the website [https://esictenders.gov.in](https://esictenders.gov.in)

EMD should be submitted by the bidders in the form of DD and the same should be reach this office before the closing time of the tender. No need of submitting the hard copy of the bid. **For all practical purposes, the e-tender shall be considered for evaluation.**

Any corrigendum to this tender will be notified through the aforesaid website only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

The bidders are required to submit soft copies of their bids electronically on the 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](https://eprocure.gov.in/eprocure/app)

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link, Online bidders Enrollment on the CPP Portal which free of charge.

2. As part of the Enrollment process, the bidders will be required to choose a unique username and assign a password for the 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 enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificate 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. Bidders 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, from 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/email in case there is any corrigendum issued to the tender document.

3. **Bids for the tender will be accepted only online through** and no manual tender applications will be accepted. Any manual application received will be summarily rejected.

4. **E-tender Procedures:** All bidders are to upload their bids and documents through online mode only, **hard copy of any documents is not required to be sent to this office**, however EMD in the form of DD must be submitted in hardcopy to this office before the closing of the bid.

5. **Submission of Bids:** All bidders are to upload their bids online. The documents to be uploaded and instructions in this regard is mentioned in the technical bid.

6. All the entries/documents submitted in the bid must be legible and filled clearly and self-attested along with the seal of the firm. Any overwriting which is unavoidable shall be attested by the Authorized Signatory failing which the bid will be liable to be rejected.

7. The Medical Superintendent, ESIC Hospital, Namkum, Ranchi, may, at his/her discretion, extend the deadline for submission of bids or call for re-tender in case sufficient bids are not received. In such case, the financial bids for the valid Technical bids received will be considered for the re-tender.

8. **Bid Opening and Evaluation**
   - The bid shall be opened online by the Officers authorized by the Medical Superintendent in ESIC Hospital Namkum, in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present.
   - All the bids will be scrutinized, relevant documents will be checked for their eligibility.

9. **Contacting Officials:**
   - A. No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
   - B. Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
TERMS & CONDITION

1. Criteria for awarding Contract will be fulfillment of technical conditions, maximum discount offered by the local chemist on MRP (Inclusive of all taxes) i.e. maximum retail price of the product/item which is original printed on the packing/flaps/bottles and inspection of premises from where medicines will be supplied.

2. 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.

3. The rates quoted should be including all taxes.

4. Under no circumstances ESIC will be responsible for any type of defect of medicine or items. The ESIC authority shall not be responsible in any way in respect of any claims arising by any authority/bidders.

5. ESIC stands indemnified of the consequences arising out of any mishap related to the party. ESIC also stands indemnified of any responsibilities that fall in the domain of the empaneled agency with respect to statutory requirements with the State or central Authority.

6. The contractor should indemnify the ESIC against all claims, damages or compensation under the provisions of any Labour laws or drug laws in force from time to time ESIC will not own any responsibility in this regard and the contractor will be solely liable for any consequences resulting from violation of any such rule/provision.

7. The persons provided by the contractor shall be the employee of the contractor only and there is no master and servant or employer and employee relationship between the persons provided by the bidder and this hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this hospital in future.

8. 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.

9. Items like BANDAGE, GAUZE, COTTON, DISPOSABLE SYRINGES and routine SURGICAL CONSUMABLES will be treated as GENERIC.

10. Under no circumstances the indented medicine would have to be substituted in case the Indent is of brand item otherwise the supply shall be treated as Generic Item.

11. 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. Any extra cost involved in arranging supplies from alternative source will be recovered from the original supplier. In case of non-supply supplier has to immediately inform to Medical Superintendent, Namkum, Ranchi, in writing / email regarding non-supply of medicines, others immediately.

12. The chemist will be paid on original printed M.R.P less discount (GST or any other levy/tax on packing and the delivery charges will be borne by the chemist) and no packing and delivery
charges will be given.

13. Tampering on the original printed M.R.P. of the manufacturer by the local chemist by use of stickers or by any other means will not be accepted.

14. All Medicines are to be inspected by Inspecting Officer nominated by Medical Superintendent and Rejected supply will be returned by hospital store to the supplier at their cost and risk within 7 days.

15. The Medical Superintendent (purchaser) shall not accept the supply of damaged/ near expiry or expired items.

16. If in emergency situation medicine/items with tempered MRP is used then bills/payment will be made as per medicine of same batch produced by bidder.

17. It is the responsibility of the bidder to provide Challan’s along with supply of items/medicine.

18. Medicines needed on an Emergency/Urgent basis shall be supplied within 4 hours of the request for the same. On no account should there be a delay or refusal by the panel chemist to supply the drugs ordered. If he fails the late supply may be returned.

19. On Sunday/Holidays and beyond normal working hours, emergency orders may be placed by the causality Medical officer under his signature and seal.

20. Casualty department will ensure that the challan is re-verified in the medical store department on the immediate of next working day.

21. The persons provided by the bidder shall not claim any benefit/ compensation/ absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.

22. The contract will be valid for a period of 2 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 may be extended for further period of 1 year if consent given and subject to satisfactory performance of Vendor.

23. The supplier will maintain sufficient stock of standard quality of medicines all the time to avoid inconvenience to the ESI beneficiaries.

24. The supplier shall indicate batch number and name of manufacturer, date of manufacture, expiry date, in indent at the time of supplying the drugs.

25. The medicines/drugs/items to be supplied will be of standard quality. In case, it is found that any particular medicine's/items date has expired, or is substandard or spurious, the firm will be liable to be black listed for a period of 5 years from future participation in any ESIC tender.

26. Successful bidders shall not be entitled to any rate revision of price for any reason except that allowed by Government of India, except downward revision.
27. The contractor should also give a guarantee that the product supplied having a particular life period to provide safeguard against losses on account of deterioration within their stated period of life. The contractor/seller hereby declare that the goods/stores/articles sold to the buyer under this contract shall be of best quality and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conforms to their description specification as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/stores/articles. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the purchaser in that behalf will be final and conclusive. The purchaser will be entitled to reject said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of the goods/articles/stores will be at the seller’s risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if is rejected by the purchaser otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise”.

28. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.

29. The bidder is expected to examine all instructions, Forms, Terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.

30. The Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.

31. The Medical Superintendent, ESIC Hospital, Namkum, Ranchi will award the contract to the successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

32. 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 minus discount and no Octroi or any other levy/Tax will be paid separately, which has to be borne by the chemist by use of stickers or any other means will not be accepted.

33. In case more than one bidder quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the Medical Superintendent, ESIC Hospital, Namkum, Ranchi. The committee shall decide after verifying the premises, infrastructure, facility and years of experience etc.
34. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award unless extended by the Medical Superintendent, ESIC Hospital, Namkum, Ranchi up to a maximum of another two weeks in a non-judicial stamp paper and all the expenditure in this regard should be borne by the bidder.

35. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of “Letter of Award” for an amount as mentioned in Annexure ‘C’. In the form of Demand Draft from a Scheduled / commercial bank drawn in favour of “ESIC Fund A/c No -1”, payable at Ranchi”. The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be trying by this office to return within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.

36. The Medical Superintendent, ESIC Hospital, Namkum, Ranchi does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

37. Medical Superintendent may at his discretion, amend/modify the tender and/or extends the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative modify the Tender documents by amendment and information thereof will be uploaded on Corporation’s website and shall be binding on all concerned.

38. The Medical Superintendent, ESIC Hospital, Ranchi is the Competent Authority to Renew the contract or to terminate the contract.

DELIVERY TIMING OF MEDICINE

1. Indents should be collected by the chemist or his representative from the issue section and medical store of this Hospital daily on working days between 2.00 pm to 3.00 pm on weekdays, and between 11.00 am to 12.00 pm on Saturdays. The Store in Charge of hospital will issue supply orders to empanel chemist. The panel chemist after filling the required columns in supply order will return one copy of supply order along with medicines and the invoice in triplicate.

2. The delivery of supplies will be made on next day by 4.00 PM on weekdays and on Saturday by 12 Noon. In case the order placed by store on Saturday the supply will be made on the next working day, but if the delay shall have arisen from any cause, such as strikes, lockouts, fire, accident, riots etc., which the Medical Superintendent, ESIC Hospital, Namkum may admit it as reasonable ground for further time and the Medical Superintendent may allow such additional time required by circumstances of the case.

EARNEST MONEY DEPOSIT

1. **Demand draft**: Demand draft from any Schedule bank drawn in favor of ESI FUND A/C NO.1 payable at Ranchi shall accompany the bid. Demand draft shall remain valid for a period of 30 days beyond the final validity period of bids (120 days).
2. A bid received without **Demand draft/EMD shall** be rejected at the bid opening stage.

3. The earnest money deposit (EMD) shall be refunded to the unsuccessful tenderers after finalization of the contract.

4. No interest is payable on the **Demand draft/EMD**

5. The EMD deposited with earlier tenders will not be adjusted against this tender. Tenders.

6. The bid security may be forfeited:
   A. In the event of withdrawal/revocation or submission of false information/document of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.
   B. If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
   C. In the case of successful bidder, if the bidder fails to: Submit the surety bond after awarding of the contract OR to Fails to fulfill contract OR to Furnish the Performance security within the time specified in the document

**SECURITY DEPOSIT/PERFORMANCE SECURITY:**

1. Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi may at his discretion call upon the successful bidders to deposit a sum as a security for the due performance of the agreement in all respects.

2. The successful tenderer will have to furnish security deposit of as mentioned above in the form of Demand draft from a nationalized bank drawn in favor of ESI FUND A/C NO.1 payable at Ranchi towards Security Deposit within seven (7) days from the date of acceptance of the tender.
   On request of the bidder, EMD of successful tenderer may be adjusted against Security Deposit to be submitted.

3. Performance security of the contractor/Bidder will be forfeited, if the contractor withdraws or amends without prior consent or impairs or derogates from the tender in any respect within the period of validity of rate contract or if it comes to notice that information/documents furnished are incorrect, false, misleading or forged without prejudice to other right of the purchaser.

4. 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).

5. Performance Security deposit of successful tenderer will be returned without any interest on receipt of satisfactory performance report from user departments after the expiry of rate contract.

**VALIDITY OF BIDS:**

The quotations shall remain open for acceptance for 90 days (Ninety days) from the date of opening of tenders. If required this office may ask for extension of validity of bid for a reasonable
period. On failure to do so, bidder may have to forfeit the bid security (earnest money deposit).

QUALITY CONTROLS:

1. If any consignment/items are found to be not of standard quality on test analysis from approved laboratory and/or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.

2. If the product is found to be “Not of standard quality”, the cost of testing will be recovered from the supplier.

3. If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Contract of the Corporation.

4. If any due or payment that have arisen to the ESIC from the contractor, the dues will be deducted either from EMD (during the processing of tender), incoming bill(s) of the firm or Performance security (during the currency of the contract)

SUBLETTING OF WORKS:

The tender is not transferable. The firm shall not assign or sublet the work or any part of it to any other person or party. Only one tender shall be submitted by one tenderer.

TERMS OF PAYMENT:

1. No payment shall be made in advance.

2. The bidder shall submit the complete bill separately for Branded & Generic if applicable in triplicate and clearly mentioned category above the bill as ‘BRANDED ORDER DATED’ or ‘GENERIC ORDER DATED’ as mentioned earlier.

3. All payments shall be made through RTGS/ NEFT only.

4. The Medical Superintendent, ESIC Model Hospital Namkum, Ranchi shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties.

5. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Govt. rules and guidelines as may be prevailing at the time of payment.

RECOVERY OF SUM DUE:

1. 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 such sum by
appropriating, in part or whole the security deposited by the contractor, if a security money is taken against the contract.

2. In the event of the security money being insufficient, 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.

3. If this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

4. Any dues or payments that have arisen to the corporation from the contractor for which no specific time limit has been laid down in the terms and conditions shall be payable by the contractor within such time limit as may be prescribed in the letter/order addressed to the contractors.

PENALTY:

1. **Risk Purchase (Items not available with chemist):** In case of failure to supply all items as per requisition/purchase order/specification/prescribed brand of item 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 (Medical Superintendent) and the difference in prices will be realized from the tenderer with whom contract is made by way of any of his subsequent/pending bills or security deposit.

2. **Late Supply Penalty:** In case the Empaneled Chemist/Party fails to supply the ordered items in time and the Hospital/Patient is forced to purchase the same from Local market, the difference in cost of such purchased item shall have to be borne by the Empaneled Chemist. Such difference of amount shall be deducted from any current or future bill of the Empaneled chemist.

3. The Security Deposit can be forfeited by order of the Medical Superintendent, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Medical Superintendent sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined.

4. In case the service provider/Party/Chemist decides to withhold or is unable to provide services for any reason they may do so with a written intimation of two months prior to the date of discontinuation of services. Any deviation from this period will attract a penalty of Rs.1,000/- per day for the period of default.

5. 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 Medical Superintendent (purchaser), without prejudice to other civil and criminal remedies, will cancel the contract, forfeit the Performance Security and hold the signatory responsible for all costs and damages.
ARBITRATION CLAUSE:

a. In case of any dispute (between panel chemist/party and hospital authority), the Medical Superintendent will nominate an officer to act as an Arbitrator. Decision of the Arbitrator shall be final and binding on both the parties.

b. The contract shall be under Ranchi Jurisdiction only.

c. All legal matters will be settled under the jurisdiction of Ranchi.

FRAUD & CORRUPTION

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

2. Defines, for the purposes of this provision, the terms set forth below as follow:

3. “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.

4. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

5. “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels;

6. “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.

7. 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.

LIFE PERIOD (SHELF LIFE):

a. The items supplied should be of latest batch (as quoted for Rate Contract) and date of manufacturing should be mentioned clearly on it.

b. The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturing, at the time of supply.
PACKING:

Supplies are required to be made in original packing of manufacturer and only in Available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day, by each dispensary for one or more patients unless otherwise stipulated.

FORCE MAJEURE:

If at any time during the applicability of Contract the bidder fails to discharge its Obligation due to force majeure (natural disaster or act of God etc.) he will promptly notify the Medical superintendent, ESIC Model Hospital, Namkum, Ranchi or its representative about the happening of such an event. The Medical superintendent, ESIC Model Hospital, Namkum, Ranchi or its representative is solely entitled to terminate the order/contract in respect of such performance of the bidder(s) obligations if he so desires. The obligations under the contract on behalf of bidder for the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
### TECHNICAL BID

**Technical bid for Branded medicine**

#### 1. PERSONAL DETAILS

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<tbody>
<tr>
<td>1.1</td>
<td>Name of the Contractor/Agency</td>
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<tr>
<td>1.2</td>
<td>Ownership Status (Proprietorship/Partnership/Pvt. Ltd. Company, etc)</td>
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<tr>
<td>1.3</td>
<td>Residential address of Proprietor/Managing Partner/Managing Director</td>
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<tr>
<td>1.4</td>
<td>Name of the Proprietor/Managing Partner/Managing Director</td>
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#### 2. FIRM'S DETAILS

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<tbody>
<tr>
<td>2.1</td>
<td>Date of establishment of Firm/Agency (Establishment/Soap No.)</td>
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<tr>
<td>2.2</td>
<td>Address of the office</td>
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<td>2.3</td>
<td>GST NO</td>
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<td>2.4</td>
<td>PAN NO</td>
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#### 3. ELIGIBILITY DETAILS

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<tbody>
<tr>
<td>3.1</td>
<td>The firm should have experience of supplying medicines (allopathic) to CGHS/ESIC/Defense/PSUs/other autonomous Government organization, for three years in the last five consecutive years</td>
</tr>
<tr>
<td>3.2</td>
<td>Bidder(s) participating in Tender must have valid license (20/20B,21/21B or as per applicable rule) issued by Drug Controller Authority of the state for running the chemist shop for various categories of Allopathic drugs as applicable under the provisions of Drug &amp; Cosmetic Act 1940, as on the date of bid opening, for various categories.</td>
</tr>
<tr>
<td>3.3</td>
<td>Minimum Annual Turnover of Rs. 10 Lacs per year for last three consecutive Financial years (i.e. 2016-17, 2017-18 and 2018-19) in the same field, duly certified by chartered Accountant</td>
</tr>
<tr>
<td>3.4</td>
<td>The supplier must have shop/service Centre within municipal limit of Ranchi City or 20 km from the ESIC Model Hospital Namkum.</td>
</tr>
<tr>
<td>3.5</td>
<td>Bidder(s) participating in Tender should not be blacklist/deregistered and should not have been Blacklisted/deregistered by any other Govt. institution/Organization during the last three years for supplying sub-standard medicines/Other items or on any other grounds.</td>
</tr>
<tr>
<td>3.6</td>
<td>Bidder(s) participating in Tender should not have been convicted by any court of law in any matter related to supplying sub-standard medicines/Other items or on any other grounds.</td>
</tr>
<tr>
<td>3.7</td>
<td>Bidder(s) participating in Tender should not be convicted in an offence under the prevention of Corruption Act, 1988.</td>
</tr>
<tr>
<td>3.8</td>
<td>Bidder(s) 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.</td>
</tr>
</tbody>
</table>
3.9 Bidder(s) participating in Tender must submit “No Conviction Certificate” self-attested issued from State Drug Controller that there is no case pending under the Drugs and Cosmetic Act and Rules there under, against the firm during the last 03 (three) years.

3.1 Proper infrastructure and transport facilities to store and dispatch medicines timely & regularly on daily basis.

4. E.M.D DETAILS

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<tbody>
<tr>
<td>4.1</td>
<td>DD NO</td>
</tr>
<tr>
<td>4.2</td>
<td>Bank name</td>
</tr>
<tr>
<td>4.3</td>
<td>In favour of</td>
</tr>
<tr>
<td>4.4</td>
<td>DD dated</td>
</tr>
</tbody>
</table>

SUPPORING DOCUMENTS REQUIRED TO BE UPLOAD

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<tr>
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<tbody>
<tr>
<td>1.1</td>
<td>Upload scanned copy of Shop &amp; establishment paper</td>
</tr>
<tr>
<td>1.2</td>
<td>Upload scanned copy of Voter ID/Aadhar card/Partnership Deed/ RoC respectively</td>
</tr>
<tr>
<td>1.3</td>
<td></td>
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<tr>
<td>1.4</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Upload scanned copy of shop &amp; Establishment</td>
</tr>
<tr>
<td>2.2</td>
<td>Upload scanned copy of drug licence/ shop &amp; establishment</td>
</tr>
<tr>
<td>2.3</td>
<td>Upload scanned copy of GST NO</td>
</tr>
<tr>
<td>2.4</td>
<td>Upload scanned copy of PAN NO</td>
</tr>
<tr>
<td>3.1</td>
<td>Upload Annexure A</td>
</tr>
<tr>
<td>3.2</td>
<td>Upload scanned copy of valid drug license (20/20B, 21/21B or as per applicable rule)</td>
</tr>
<tr>
<td>3.3</td>
<td>Upload scanned copy of balance sheet for last three consecutive Financial years (i.e. 2016-17, 2017-18 and 2018-19) in the same field, duly certified by chartered Accountant</td>
</tr>
<tr>
<td>3.4</td>
<td>Upload scanned copy of shop &amp; Establishment</td>
</tr>
<tr>
<td>3.5</td>
<td>Upload Annexure A</td>
</tr>
<tr>
<td>3.6</td>
<td>Upload Annexure A</td>
</tr>
<tr>
<td>3.7</td>
<td>Upload Annexure A</td>
</tr>
<tr>
<td>3.8</td>
<td>Upload Annexure A</td>
</tr>
<tr>
<td>3.9</td>
<td>Upload self attested “No Conviction Certificate” issued from State Drug Controller that there is no case pending under the Drugs and Cosmetic Act and Rules there under, against the firm during the last 03 (three) years.</td>
</tr>
<tr>
<td>4.1</td>
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<tr>
<td>4.3</td>
<td>Scanned copy of DD uploaded in technical bid</td>
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<td>4.4</td>
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</tbody>
</table>
### FINANCIAL BID/ PRICE BID

<table>
<thead>
<tr>
<th>#</th>
<th>Category</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Branded medicine</td>
<td></td>
</tr>
</tbody>
</table>

The tenderer should quote the percentage of maximum discount on MRP (maximum retail price) originally printed on the packing/flaps/bottles/items.
ANNEXURE-‘A’

Undertaking of the firm
(On Non-Judicial Stamp Paper of Rs.100/-)

From: -
• Name of the firm/Company:
• Address for correspondence:
• Telephone No.:
• Working Fax/Phone No.
• E-mail address
• Details of Person responsible for conduct of business (Name, Mobile No. & e-mail address)

To
• Medical Superintendent
• ESIC Model Hospital,
• Namkum, Ranchi

Sub: Empanelment of Authorized Local Chemist for day to day supply of Drugs (Allopathic) Dressings and Consumables for the ESIC MODEL HOSPITAL, NAMKUM, RANCHI at the offered discount to MEDICAL SUPERINTENDENT, ESIC MODEL HOSPITAL, NAMKUM, RANCHI for a period of two (2) years w. e. f. date of finalization of Tender.

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

1. I/we hereby undertake to supply Branded Medicines to ESIC Model Hospital, Namkum, Ranchi for a period of two(02) years from the date of signing an agreement at the rates quoted by me/us and in the packing specified in the prescribed tender form, which is submitted 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 Medical Superintendent ESIC Model Hospital, Namkum, Ranchi so desires.

2. I/We hereby undertake that I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender form and accept them.

3. I/We hereby undertake that 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 hereby undertake that I/We am/are agree to arrange supplies in accordance with the Nomenclature, specifications and packages given in the schedule to tenders.

5. I/We hereby undertake that I/We am/are agree to arrange the supplies of life articles as stipulated in the schedule to the tender.

6. I/We hereby undertake that I/We am/are agree that the supply of aforesaid and will comply with the provisions of Drugs and Cosmetics Act, 1940 and rules made hereunder.
7. I/We hereby undertake that I/We am/are agree to abide by the Terms & conditions and the schedule of tender and also undertake not to represent against the decision of Medical Superintendent ESIC Model Hospital, Namkum, Ranchi to any authority inside or outside the E.S.I Corporation.

8. I/We hereby undertake that I/We am/are agree to abide that under any circumstances if my /our license for executing business is cancelled/ suspended by any authority of State Govt., my contract with ESI Corporation will be terminated automatically and my security will be forfeited.

9. I/we hereby undertake that the rates offered in percentage against each item by me/us in the tender are inclusive of all taxes for F.O.R destination and inclusive of all packing charges, freight charges and duties payable during the contract period.

10. I/we hereby undertake that I/we have submit the necessary documents as required are enclosed herewith in the order in which they are mentioned.

11. 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 and also on the supplying/items of sub-standard quality or if proven to have followed unscrupulous practices apart from the liability of penal action for violating the law of the land.

12. 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. Any conditional acceptance shall make my tender liable for rejection.

13. I/We hereby undertake that My/our firm is not blacklisted/deregistered currently and has not been Blacklisted/deregistered by any other Govt. institution/ Organization during the last Three years for supplying sub- standard medicines/Other items or on any other grounds. I/We further stated and undertake that I/We have not been convicted by any court of law in any matter related to supplying sub- standard Medicines/Other items or on any other grounds.

14. I/We hereby undertake that My/our firm is not convicted in an offence under the prevention of Corruption Act,1988.

15. I/We hereby undertake that I/ We have Proper infrastructure and transport facilities to store and dispatch medicines timely & regularly on daily basis.

16. Bidder(s) participating in Tender should not have been convicted by any court of law in any matter related to supplying sub-standard medicines/Other items or on any other grounds.

17. I/We hereby undertake that My/our firm is not 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.

18. I/We hereby undertake that My firm have enough stock of Items to supply during the currency of the contract.
19. I/we also undertake cognizance of the fact that failure to furnish the information called for by the Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi to comply with any requirements laid down under the conditions will be considered as disqualification and the tender by rejection on that account.

20. I/we hereby undertake to abide by the instructions issued by the Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi from time to time.

21. I/we hereby undertake that, in case of my supply declared substandard by any approved agency I/we am/are liable for appropriate action.

22. I/we hereby undertake, that the discount offered by me/us are not lower than the discount quoted by me/us to any Govt. Institution/agency/PSU/or any other Hospitals during the contract period.

23. I/we hereby undertake that, if at any time during the currency of the contract, I/we reduce the sale price or sell or offer to sell such stores, as are covered under the contract, to any govt.

24. I/We further undertake that in case of any down-ward revision of prices 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 Performance security.

25. I/We hereby undertake that our firm /company has experience of last three financial years for the item(s) quoted in e-Tender.

26. I/We hereby undertake that I/We have Valid License for the items quoted in e-tender.

27. 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.

28. I/We hereby undertake that I/We have carefully perused the Terms and Conditions of the Rate Contract and accept the same.

29. I/We hereby undertake that our firm/company has successfully executed all the Rate Contract(s)/Tender(s) awarded to my/our firm/company by Govt. Organization(s)/institution(s) during last three years.

30. I/we hereby undertake that if at any time, any information is found to be false, my/our tender/contract is liable to be rejected at any stage by Medical Superintendent, ESIC Model Hospital, Namkum, Ranchi, without assigning any reason.

31. Beneficiary’s customer’s option to receive payment through e-payment

<table>
<thead>
<tr>
<th>Beneficiary name</th>
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<tbody>
<tr>
<td>Beneficiary address</td>
<td></td>
</tr>
<tr>
<td>Beneficiary account no</td>
<td></td>
</tr>
<tr>
<td>Account type (S.B/ current account)</td>
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<tr>
<td>Bank name with Address &amp; Contact no</td>
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<tr>
<td>IFSC (Indian financial service code)</td>
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<tr>
<td>Scanned cancelled cheque to confirm correctness of IFSC code and account no</td>
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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.

32. Highest Discount Certificate

We hereby undertake that discount offered by me/us in the Contract for **day to day supply of Drugs (Allopathic) & Dressings and Consumables are** the highest discount rates offered to any Government organization/Institution, and no other Government organization/Institution has been offered discount higher than those being offered herein. We further undertake that in case there is any downward revision of prices, 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.

33. I/We undersigned is/are authorized signatory/signatories of the firm do hereby undertake that:

A. The following (name of the official, post held and place of posting) is working/retired from ESI Corporation.

B. In case of working of above official, He is not a shareholder/having partnership in the firm.

34. I/We give the rights to Medical Superintendent to forfeit the Security money deposited by me/us if any delay occurs on my part or failed to supply the article within the appointed time or the items of desired quality.

35. 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.

36. Bidders experience & turnover details for the last three year

<table>
<thead>
<tr>
<th>#</th>
<th>Party name</th>
<th>Contract period</th>
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<tbody>
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</tbody>
</table>
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.

Yours faithfully

(Signature of tenderer with stamp)

(Authorized Signatory)

Verification:

The undertaking given above is true to my knowledge and belief and signed in presence of me on the day of _________ month ________ of the Year ________.

(Signature of Notary
with Full Name, date and stamp)