



EMPLOYEES' STATE INSURANCE CORPORATION

MODEL HOSPITAL

(Ministry of Labour & Employment, Govt. of India)

Lane No. 2, SIDCO Industrial Complex, Bari-Brahmana, Jammu (J&K)

Website:- www.esic.nic.in, www.esichospitals.gov.in

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Employee's State Insurance Model Hospital
(Ministry of Labour & Employment, Govt. of India)
Lane No.02, SIDCO Industrial Complex,
Bari Brahmana, Jammu(J&K)
(ISO 9001:2000 Certified)
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TENDER NOTICE

The Medical Superintendent, ESIC Model Hospital, Jammu invites open tenders under **two bid system** from local chemist/agency for supply of **Drugs, Dressings & other surgical consumables items** as per the specifications and/or quantity detailed in the tender form.

Interested parties must submit e- tenders latest by **7.3.2018 up to 02.30 PM** along with **EMD of Rs.1,00,000/- (Rupees One lac only)** in form of **D/D from any scheduled bank, in favour of ESI saving fund A/c No. I payable at SBI, Jammu**. The tender will be opened on **7.3.2018 at 02:30 P.M.**

The tender document can also be downloaded from the website <https://esictenders.eproc.in> www.esichospitals.gov.in & www.esic.nic.in .

Tender Schedule:-

- Date of downloading of E-tender forms **13.2.2018 onwards**
- Last date and time of receipt of E-tender **7.3.2018 up to 1:00 PM**
- Date of opening of E-tender: **7.3.2018 at 2:30 PM**

Medical Superintendent

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 ETenders.

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>

TENDER TERMS & CONDITIONS

E- tenders are being invited under two bid system for empanelment of local chemist for supply of Drug & Dressing and other surgical consumable items from eligible tenderer as per terms and condition attached:

- 1) Date of start of downloading of tender document **13.2.2018 onwards**
- 2) Last date of submission of E-tender **7.3.2018 upto 1:00 PM**
- 3) Date & time of opening of E-Tender **7.3.2018 at 2:30 PM**
- 4) Earnest Money Deposit: **-Rs.1, 00,000/- (One lakh only).**
- 5) Security money: **- Rs.2, 00,000/- (Two lakhs only).**
6. **Total tender cost(Tender Value) 40,00,000/- (Rupees forty lakhs only)**

ELIGIBILITY CRITERIA :-

1. The tenderer should deposit EMD of Rs. One lac, in form of D/D along with Technical bid.
 2. PAN Number
 3. The tenderer should possess **valid drug license, GSTin No.**
 4. The tenderer Firm/company/agency/sole proprietor should has been established at least 5 years back(from the date of publishing of tender document) and there should be no case pending under the Drugs & Cosmetics Act & Rule there under as well as under Drug price control order against the tenderer during last five years. **Self-declaration must be furnished in this regard.**
 5. The tenderer firm/company/agency/sole proprietor must possess a Valid Trade license.
 6. The tenderer firm/company/agency/sole proprietor must have Sales tax/VAT registration certificate.
 7. **Audited Annual Turnover of Rs. 75 Lakhs or more**, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years.
- Copies of requisite documents (Duly attested in case of photocopy) in support of above mentioned eligibility conditions must be enclosed with the tender.

GENERAL INSTRUCTIONS.

1. EMD (EARNEST MONEY DEPOSIT):-

The tenderer shall have to deposit an amount of Rs.1,00,000/-(Rupees One lac only) in the form of demand-draft of any scheduled bank, drawn in favour of ESI fund A/c No – 1, payable at SBI, Jammu as Earnest money along with their tender. In the event of the withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

2. PREPARATION OF TENDER:-

- a) Hard copy of E-tender along with original Demand Draft of EMD in favour of “ESI Fund A/c No. I payable at Jammu t should be dropped into the Box placed in the ESIC Model Hospital Bari Brahmna from **13.2.2018 to 7.3.2018 up to 1.00 PM**. The tender envelope should be clearly super scribed as **“Tender for Local Chemist”**. The tender form containing the Terms and Conditions and the schedule should be submitted in original, intact, after filling up the form and signing in full on each and every page, whether you are quoting for any item or not, failing which the tender will be liable for rejection. If any item in the schedule is not being tendered for the corresponding space against the item should be defaced by some such words as **“Not quoted”**.
- b) In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the tender number and be fully signed by you. In such cases, reference to the additional pages must be in the tender form.
- c) If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the tender.

3. SIGNING OF TENDER:-

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for the tender are not fully filled in.
 - b) Individuals signed tender or other documents connected with the contract must specify:
 - I. Whether signing as a “Sole Proprietor” of the firm or his Attorney?
 - II. Whether signing as a “Registered Active Partner” of the firm or his Attorney?
- NOTE: - In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

4. SUBMISSION OF HARD COPIES OF E-TENDER:-

Tenderer are requested to submit the tender in 03(three) separate envelopes.

The envelope no. (1) Should contain D/D of **Rs. one lac** towards EMD drawn from any scheduled bank, in favour of ESIC Fund A/c no. I, payable at SBI, Jammu.

“EMD for tender of Empanelment of Local Chemist” should be **SUPERSCRIBED** on the top of the envelope.

The envelope no. (2) Should contain **Technical bid dully filled in Annexure – II** along with duly signed (on all pages of tender document) as well as self-attested (in case of photocopy of document) supportive document. The word/phrase **“Technical Bid for empanelment of Local Chemist”** must be **SUPERSCRIBED** on the top of the envelope.

The envelope no. (3) Should contain **the Price bid Annexure - III** and the word/phrase **“Price bid forepanelment of local chemist”** should be **SUPERSCRIBED** on the top of the envelope. The entire three sealed envelopes should also carry the name and address of the tenderer.

All the 03(Three) sealed envelopes should be kept in fourth big envelope and **“Tender for Empanelment of Local Chemist”** should be **SUPERSCRIBED** on the **top of** the envelope as well as name and address of tenderer on the bottom of envelope. This Sealed Fourth envelope (Containing the envelope of EMD, Technical bid, Price bid) should be dropped in the tender box place in the office of **“The Medical Superintendent, ESIC Model Hospital, Bari Brahmana, Jammu.**

5. OPENING OF TENDER: -

The EMD envelope shall be opened first, then technical Bid of only those bidder who has submitted demand draft of Rs. **One lac in favour of ESI saving fund A/c no. I payable at SBI Jammu** shall be opened. The technical bid will be evaluated by Technical Evaluation Committee who will shortlist the eligible/technically qualified bidder as per the terms & conditions of tender document. The price Bid of only those tenderers whose technical bid is fully accepted by the technical evaluation committee shall be opened next on any subsequent day under intimation to qualified parties.

6. VALIDITY OF TENDER:-

The tenders should remain valid for **one year** from the date of opening of the tenders unless short closed before that by the Medical Superintendent however, the Medical Superintendent on his discretion can also extend the period for further one year on the same terms & conditions depending on performance.

7. SELECTION OF ELIGIBLE TENDERER:-

The technically qualified tenderer who has offered **Maximum discount on MRP** will be selected as successful bidder.

Minimum discount offered on Branded Medicines should not be less than 20% on M.R.P and Minimum discount offered on Generic Medicines should not be less than 50% on M.R.P.

In case one bidder does not quote maximum discount on MRP in all the categories and in case one bidder quote maximum discount on MRP in one category and other quote maximum discount on MRP in other categories ESIC Model Hospital, Jammu reserves the right to give weightage to different category and selection of successful bidder will be done accordingly. Discount should be quoted as a whole number and not as a range e.g. 40 % and not as 30 to 50 % or 40.5 %.

8. RESERVATION: -

The M.S., ESIC Model Hospital, Bari Brahmana reserves the right to reject any or all tenders without assigning any reason whatsoever. Also the Medical Superintendent reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

Terms & Conditions of Contract:

a) Security Deposit: -

On acceptance of the tender, contractor/supplier shall within the period specified by the Medical Superintendent, deposit as **Security money of Rs. Two lacs**. The hospital authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provide in the contract or available under the law. The security shall be in the form of Demand Draft of any scheduled bank in favour of **ESI saving fund A/c No -1** payable at SBI Jammu.

- If contractor fails in fulfilling above mentioned terms and conditions, such failure will constitute a breach of the contract and the MS shall be entitled to make other arrangements at The risk and expense of the contractor/supplier.
- On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of satisfactory performance report from the user unit. Security Deposit will be forfeited in cases of Unsatisfactory Performance Report.

b) Acceptance of Tender (Prices): -

The acceptance of the tender will normally be on the basis of maximum discount offered by the local chemist. Separate discount should be quoted for each head- Generic, Branded drugs. The chemist will be paid on **MRPi.e., Maximum Retail price (which is printed on the packing/flaps/bottles) less discount and no sales tax, Octroi or any other levy/tax to be paid which has to be borne by the chemist.**

Tempering on the printed MRP of the manufacturer by the local chemist by use of stickers or any other means will not be accepted.

Items like Bandage, Gauge, cotton, Disposablesyringes, sticking plaster etc. and othersurgicalconsumables will be treated as generic and discount will be applied accordingly except imported surgical consumables which will be treated as Branded and discount will be applied accordingly. This should be the exception rather than the rule and supplies are likely to be rejected by in-chargestores in case it is found that general surgical items are being charged as branded.

c) Inspection:-

Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Model Hospital, Jammu or his assigned representative. Any defect found in the materials/item will render the supplies/work open to rejection and decision of the Medical superintendent, ESIC Model Hospital, Jammu shall be final and legally binding. The rejected stock shall be returned to the suppliers at their risks and cost.

d) Life Period:-

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

e) Items like Bandage, Gauge, Cotton, Disposable syringes and other surgical consumables will be treated as generic and discount applied accordingly.

f) Arbitration Clause: - In case of any dispute between the purchaser and the local chemist arising under the contract or in regard to the interpretation of terms and conditions of the contract. Medical superintendent Jammu or any other Officer nominated by him, to act as

arbitrator in the dispute. Decision of the arbitrator shall be final and binding on both the parties of this contract.

g) Responsibility of Executing Contract:-

- The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening This condition, MS is entitled to place the contract elsewhere on contractor's risk and the contractor shall be liable for any loss or damage, which the MS, ESIC Model Hospital, may sustain in consequence or arising out of such replacing of the contract.
- The contractor will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to ESI Beneficiaries. The local chemist (Contractor) will also maintain sufficient stock of generic division of the reputed/leading manufacturers of drugs. preference will be given to that Contractor who will provide us generic versions of the items.
- Local chemist (contractor) will indicate Batch No., Name of manufacturer, Manufacturing date and Expiry date on indents at the time of supplying the drugs at Hospital.
- Indents are to be accepted duly countersigned by the M.S or any Medical officer authorized by the M.S.

h) Delivery Terms:-

- The delivery of the stores/execution of work/providing the services etc., is required within a period as specified below and as the place mentioned therein.
- The tenderer shall deliver the stores at destination the consignee in good order (of which the Medical Superintendent, ESIC Model Hospital, shall be sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quantity or quantities as may be ordered by him from time to time.
- The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be the essence of contract and delivery must be completed no later than the date specified. But if the delay shall have arisen from any cause, such as strikes, lockouts, fire, accident, riots etc., which the Medical Superintendent, ESIC Model Hospital, may admit it as reasonable ground for further time and the Medical Superintendent may allow such additional time required by circumstances of the case.

i) Delivery of supply order:-

- i. The approved tenderer and/or their authorized representative(s) will visit the Medical Stores section of this hospital daily **on working days between 2.00 pm to 3.00 pm from Monday to Friday to collect the order of local purchase.**
- ii. After obtaining the order as specified in clause above, the approved tenderer and/or their authorized representative(s) shall supply the materials as per order to the store section (Medical) of this hospital on the next working day by 2.00 pm from Monday to Friday or maximum within the 48 hours of the indent date.
- iii. 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 requisition item shall have to supply immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.

- iv. During normal office hours, the Medical Store will receive the drugs, dressings, surgical items, etc. and will verify the Maximum retail price (MRP) & and other particulars and certify on the challans.
- v. The medicines/drugs to be supplied will be of standard quality. **In case, it is found that any particular medicine 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 reasons beyond your control, it is not possible for local chemist to immediately supply the medicines and the Hospital is compelled to procure the same from the local chemist, extra expenditure on this account will be recovered from subsequent bill(s) / security deposit. Under no circumstances the intended medicine would have to be substituted in case the indent is of brand name.
- vi. **Against each item, the Maximum Retail Price (MRP), selling price, taxes claimed etc. must be clearly mentioned along with the batch/lot no, Manufacturing date, Expiry date, in the daily challans and the bills submitted fortnightly.**
- vii. **All challans as well as the bills are to be submitted strictly in triplicate.** Bill should be pre-receipted with application of revenue stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection/cancellation/delay in their processing of bills. It should be received in favour of M.S., ESIC Model Hospital, Bari Brahmana.
- viii. All items/drugs/dressings/pathological items etc. must have sufficient useful life for use in hand, before it is supplied to this hospital.

j) Recovery of sum due: -

Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor (Local Chemist) the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance of 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 recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable the contractor shall pay to the purchaser on demand the remaining balance due.

k) Risk Purchase: -

In case of failure to supply any or 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 and the difference in prices will be released from the tenderer with whom contract is made by way of any of his subsequent/pending bills or security deposit.

l) Validity of contract: -

The contract shall be valid for one year from the date of award of the contract unless short closed before that by the Medical Superintendent. However, the Medical Superintendent on his discretion can also extend the period as required on the same terms & condition.

m) Acceptance: -

On finalization of the tender the local chemist will be communicated by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract by signing a formal agreement of contract on Rs.100 stamp paper.

n) List of Documents to be uploaded: -

The contractor (local chemist) will submit the following documents along with the tender:

- Valid drug license for retail chemists as per Drugs & Cosmetics Act.
- Valid trade license.
- Latest GSTin No. certificate.
- Name & Addresses of their Bankers for ECS/RTGS purposes.
- Each and every page to be signed and stamped by the tenderer.
- Tenderers who do not furnish attested and stamped documents referred above will not be considered.
- Photocopy of Income Tax PAN CARD.
- Audited Annual Turnover of Rs. 75 Lakhs or more, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years.

ANNEXURE – I**CHECK LIST OF DOCUMENT TO BE ENCLOSED IN TECHNICAL BID**

1. Whether **EMD D/D of Rs.1,00,000/- (Rupees One lac only)** has been enclosed **Yes / No**
2. Whether duly signed original tender document has been enclosed **Yes / No**
3. Whether undertaking (Annex. – IV) has been enclosed **Yes / No**
4. Whether copy of valid drug license has been enclosed **Yes / No**
5. Whether copy of valid trade license has been enclosed **Yes / No**
6. Whether GST in registration has been enclosed **Yes / No**
7. Name & address of their bankers & bank A/c no. for ECS/RTGS purpose has been enclosed **Yes / No**
8. **Declaration by the Bidder (Annexure –V) Yes/No**

Date: -

Signature of the tenderer:-

Place: **-Full Name:-**

Designation:-

(Office seal of the tenderer)

ANNEXURE – II**TECHNICAL BID**

1. Name and address of tenderers/Firm/:-Company/Agency etc. with Tel. No.....
2. Date of establishment of Firm :- (Enclosed proof in support).....
3. EMD value Rs. 1,00,000/- (Rupees one Lakh only) D.D. No. _____
dt. _____.
4. Dully signed original tender document (Enclosed).
5. Dully signed undertaking (Annexure – IV).
6. Valid Drug License No. :-.....
Valid up – to:-.....
7. Valid Trade License No. :-.....
Valid up – to:-.....
8. GSTin No. :-.....
9. PAN No. :.....
10. Name and address of bank:-.....
11. Distance of Shop/Service centre from ESIC Model Hospital, Jammu:-.....

Date: -

Signature of the tenderer:-
Place: - Full Name:-
Designation:-
(Office seal of the tenderer)

ANNEXURE- III**FINANCIAL BID****QUOTE YOUR RATE SCHEDULE FOR LOCAL PURCHASE OF DRUGS/DRESSINGS AND OTHER ITEMS**

The tenderer shall quote the percentage of maximum discount, which shall be on Maximum Retail Price (MRP) printed on the packing/flaps/bottles.

S.No	Head	% of Discount offered on M.R.P
1.	Generic Items	_____ % _____ (In Words)
2.	Branded Items	_____ % _____ (In Words)

The delivery will be made to the stores of ESIC Model Hospital, Jammu.

Financial Bid should be typed.

The rate should be quoted in figures as well as in words and covered with transparent tape.

No cutting or overlapping is acceptable.

Date:
(OFFICE SEAL)

Place:

(SIGNATURE OF THE TENDERER)

ANNEXURE – IV

UNDERTAKING

1. I/we undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/hospital in India.
3. The earnest money of Rs. 1,00,000/- (Rupees one Lakh only) to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____ drawn on bank.
4. I/we give the rights to Medical Superintendent to forfeit the security money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time of then items of desired quality.
5. There is no vigilance/CBI case or court case pending against the firm.
6. I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

Date: -

(Signature of the Tenderer)

(Office Seal)

(ANNEXURE-V)

DECLARATION BY BIDDER

This is to certify that I/We _____ before signing the tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Place:

Signature of Bidder

Dated: _____

Seal