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कर्मचारी राज्य बीमा निगम आदर्श अस्पताल

राउरकेला-769004

EMPLOYEES' STATE INSURANCE CORPORATION MODEL HOSPITAL

ROURKELA::ODISHA 769004

निविदा दस्तावेज़/TENDER DOCUMENT

स्थानीय कैमिस्ट के पैनल के लिए निविदा

TENDER FOR EMPANELMENT OF LOCAL CHEMIST



चिकित्सा अधीक्षक का कार्यालय
OFFICE OF THE MEDICAL SUPERINTENDENT
कर्मचारी राज्य बीमा निगम मॉडल अस्पताल, राउरकेला-4
ESIC MODEL HOSPITAL, ROURKELA-4



(UNDER MINISTRY OF LABOUR AND EMPLOYMENT, GOVT OF INDIA)

(ISO 9001:2008 CERTIFIED)

Ph.: 9114929596; Fax-0661-2482096; E-MAIL: mh-rourkela@esic.nic.in

संख्या/No.: 442-U-16/27/2/MH/RKL-2017

दिनांक/Date: 04.02.2019

To

M/s _____

Sub: E-Tender for empanelment of local chemist for supply of drugs /dressings/ surgical consumables etc. to ESIC Model Hospital, Rourkela-4.

Sir/Madam,

The Medical Superintendent, ESIC Model Hospital, Rourkela-4 invites E-Tenders under Two Bid System for local supply of Drugs and Dressings on day to day basis for a period of one year, unless short closed and may be extended for further one year, after assessment of performance of the empanelled chemist. The Terms and Conditions, which will govern the contract, contained in the e-tender form.

The e-tender will be valid for 90 days.

SCHEDULE OF THE E-TENDER

Sr. no.	Name of the item	EMD (Rs.)	Date of online availability of e-tender	Last date and time for online submission & Offline submission (in Tender Box) of the tender	Date & time of opening of tender (Both online & Offline)
1	Tender for Empanelment of local chemist for purchase of drugs, dressings & surgical consumables'	25,000	06.02.2019 to 27.02.2019 (1PM)	*27.02.2019 till 2.15 pm	*27.02.2019 till 2:45 pm at ESIC Model Hospital, Rourkela (Conference Hall)

Note: In case the * marked dates will be declared as holiday for any reason, the activity will be held on the next immediate full working day (Mon-Fri) at the same time and venue.

Tender documents are available online as per the schedule mentioned above, at www.esic.nic.in, <http://esictenders.eproc.in> & eprocure.gov.in. Any corrigendum to this letter will be notified through the aforesaid website only. All the bidders are requested to participate in the tenders online through the website <https://esictenders.eproc.in>

EMD in the form of DD and the Undertaking(s) in Non-Judicial Stamp paper should be submitted by the bidder in original and the same should 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.

Medical Superintendent

Important Instructions for Bidders regarding Online Payment

All bidders/contractors are required to procure Class-III B 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>



चिकित्सा अधीक्षक का कार्यालय
OFFICE OF THE MEDICAL SUPERINTENDENT
कर्मचारी राज्य बीमा निगम मॉडल अस्पताल, राउरकेला-4
ESIC MODEL HOSPITAL, ROURKELA-4

(UNDER MINISTRY OF LABOUR AND EMPLOYMENT, GOVT OF INDIA)

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संख्या/No.: 442-U-16/27/2/MH/RKL-2017

दिनांक/Date: 04.02.2019

TENDER FORM

E-tender, under two bid systems through e- procurement solution are invited by Medical Superintendent, ESIC Model Hospital, Rourkela for the formation of Rate Contract for empanelment of local chemist for local purchase of drugs, dressing & consumables. The contract will be valid for a period of one year, unless short closed and may be extended for further one year, after assessment of performance of the empanelled chemist.

Earnest Money Deposit:-Rs 25,000/-

Validity of tender:-90 days from date of issue of notice inviting tender(NIT)

TENDER EVALUATION

Tenders evaluation will be done in two stages

1. Technical bid
2. Price bid

The bidders are required to submit online Technical bid and Financial Bid. In addition to online submission of Bid, the Bidders are also required to submit sealed envelope super-scribed "Tender for Empanelment of Chemist for the local purchase of drugs , dressings & consumables" along with Name and Address of Bidder containing the required documents, in original and to be dropped in the Tender Box kept in the Chamber of Medical Superintendent, ESIC Model Hospital, Rourkela on or before closing time.

TECHNICAL BID

Compulsory scanned copies of following documents duly signed by the tenderer with date and stamp are to be uploaded online, in chronological order.

Sl. No.	Particulars
1.	Bidder's profile in Proforma-1 with Name of the Chemist, registered address, telephone number, e-mail ID
2.	Mandate form(Bank detail)with cancelled cheque
3.	Valid Retailer Drug License issued by State Drug Controller
4.	Name and Registration No. of Pharmacist(s)
5.	PAN/TAN
6.	Proof shop/outlet{ Shop & Establishment Act Registration Certificate} in Rourkela
7.	GST Registration certificate.
8.	IT return for the last three years i.e. 2015-16, 2016-17 & 2017-18
9.	EMD of required amount with name of issuing bank and date of issue.(Scanned copy to be submitted online and original to be dropped in the Tender Box as mentioned elsewhere)
10.	Pre-receipt for refund of EMD,
11.	No conviction certificate' from the State Drug Controller certifying 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. (Issued not later than one year)
12.	Tender document downloaded from website and signed in all pages as a proof of acceptance to all terms and conditions of the Tender
13.	Undertaking / Certificate that the quoted items are not supplied at a rate, lower than quoted here in last 3 months to any other organization/institution
14.	Undertaking that firm is not Blacklisted by any Govt./ institution
15.	Affidavit as per Proforma-4, in Non- Judicial Stamp Paper (Scanned copy should be submitted online and original to be dropped in the Tender Box as mentioned elsewhere)

A) GENERAL TERMS & CONDITIONS:

1. (A) The tenderer should be a **retailer druggist/chemist**, registered with the concerned State Authority with
 - i. **Valid Drug License** for the retailer druggist/ chemist as per Drugs & Cosmetics Act.
 - ii. **GST Registration certificate.**
 - iii. **No conviction certificate** from State Drug Controller certifying that no case is pending under the Drugs & Cosmetics Act and Rules there under as well as under Drugs Price Control Order Act against the firm during the last 2 years, should be attached (Issued not later than one year)
 - iv. **The shop/outlet located within Rourkela.**
 - v. **Minimum experience of two consecutive years** in the field of trade of drugs as a retailer Druggist/Chemist and offers only from Licensed Suppliers.
- (B) The Bidders have to submit requisite amount of EMD along with the tender. Tender without EMD, will not be considered.
- (C) The tenderer or his authorized representative should be available / approachable for 24 hours by Phone –Land-line & mobile, Fax or email for supply of Drugs and dressings. The contact Land line Telephone No., Mobile No. and e-mail ID, Fax No. etc., must be provided in the Technical Bids of the Tender. The Business hour of the shop/outlet is to be mentioned clearly in the Technical bid (Proforma-I). Preference may be given to day and night shops.
- (D) Name and address of their bankers along with cancelled Cheque and other documents for ECS/RTGS purpose should be submitted in Technical Bid.
- (E) The Bidders have to submit requisite amount of EMD along with the tender. Tender without EMD, will not be considered.

2. Preparation of tender:-

The interested bidders should upload duly signed and stamped 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 Dt.-27.02.2019, 2.15 pm.

In addition to online submission of Technical Bid and Financial Bid, the Bidders are also required to drop sealed envelope in the Tender Box super-scribed “Tender for Empanelment of Chemist for the local purchase of drugs, dressings & consumables” along with Name and Address of Bidder before the closing time, containing the following documents.

1. Earnest Money Deposit (EMD) in the form of Demand Draft/ Pay Order from State Bank of India in favour of ESIC Fund Account No.1, payable at Rourkela.
2. Undertakings in Non-judicial stamp paper (as per Proforma-4)

3. Signing of tenders:-

(3.A) The tender is liable to be summarily rejected in case of incomplete information / non submission of relevant document asked for in the schedule to the tender.

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

- i. A sole proprietor of the firm, or constituted attorney of such proprietor.
- ii. A Partner of the firm, if it be a partnership in which case he must have authority to refer disputes to arbitration disperses.
- iii. Constituted attorney of the firm, if it is a company.
- iv. Manager of the firm? (authorization letter to be enclosed)

NOTE:-

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

furnished.

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

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

(3.C) Family Members of officers /officials working in ESIC cannot take part in this tender enquiry. Each bidder will have to give an undertaking to this effect on a Non Judicial stamp paper of Rs. 10/-. This will also apply to officer/official who resign/retire in any form from the services of ESI Corporation within 01(one) year of date of opening of tender.

4. Submission of tender:-

The tender duly complete in all respect should be uploaded in the website as mentioned elsewhere and also need to be dropped in the Tender Box kept in the Chamber of Medical Superintendent, ESIC Model Hospital, Rourkela on or before closing date and time, as mentioned under preparation of Tender.

Tenders received after the specified date & time shall be summarily rejected. Proof of postage/courier will not be considered as a claim for timely submission of tender.

5. Price Bid

- Price Bid is to be submitted as per Annexure II (online only)
- Only a single discount is to be quoted separately for Generic Medicines and Branded Medicines. No sub- heading of the items is allowed.
- Tenderer must have to quote for both the categories of items.
- Discounts should be quoted in whole numbers and not in decimals, fractions, range.
- Rates should be quoted in both words & figures.
- The quoted discount should not be less than 20% for Branded Medicines and not less than 50 % for Generic Medicines.
- The quoted rate/Discount should be inclusive of all excise duty, surcharges, GST, packing & delivery charges etc., as stipulated in the Schedule.
- Any deviation to this will render the tender liable for rejection.

6. Right of acceptance

The purchaser does not pledge himself to accept the lowest or any tender and reserves to himself all right of accepting the whole or part of the tender.

The Medical Superintendent, ESIC Model Hospital, Rourkela reserves the right to enter in to contract simultaneously or at any time during the period of this contract with one or more chemist for one or same medicine or for different medicines.

The hospital authority shall have every right to take any decision after assigning reason in public interest as deemed fit, as regard this contract including certain changes or relaxation in Terms and Conditions.

Tenders with vague and indefinite expressions such as subject to immediate acceptance etc. will be summarily rejected.

Firms who fulfil the technical criteria will be intimated about the date and time of opening of the price Bid.

Chemist offering second highest discount may be kept on panel as L2.

7. Letter of Offer

- i. On finalization of the tender the selected Tenderer(s) will be communicated by a letter of offer.
- ii. The successful tenderer(s) have to sign Agreement with the Medical Superintendent of this hospital within 7 calendar days of this letter and the instructions contained in the letter should be acted upon immediately by the tenderer(s).
- iii. A photocopy of the valid VAT/Sale Tax Clearance Certificate and GST Clearance Certificate duly self-attested within 15 calendar days of the letter of offer.

8. Contract Agreement:

The successful tenderer(s) would be required to execute contract for supply of the Drugs and Dressings, with the Medical Superintendent ESIC Model Hospital, Rourkela (Odisha) **on Non-judicial Stamp Paper(s) worth Rs100/- each** and the cost of the same will be borne by the Tenderer(s) only. The terms & conditions of the tender will be part and parcel of the agreement.

9. Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire explosion, epidemics, strikes, lockouts or acts of God (here in after, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract, shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Medical Superintendent as to whether the works have been so resumed or not shall be final and conclusive.

10. General Instruction:

- a. It is the sole responsibility of the tenderer to submit the tender both Online & Manually as listed.
- b. All documents as listed above should be clear & legible, duly attested / notarized, properly indexed & serially page numbered. All documents should be duly signed digitally for online submission and manually for hard copy by the authorized signatory. Copies to be uploaded and submitted online should be in proper resolution.
- c. The onus of uploading correct files under proper resolution solely lies with the bidder.
- d. For all practical purposes, the e-tender shall be considered for evaluation.
- e. The above said instructions should be followed strictly, failing which the tender will be summarily rejected.
- f. The tenderer who submits false, forged or fabricated documents or conceals facts with intent to win over the tender, EMD of such tenderer will be forfeited and firm will be liable for blacklisting in addition to legal action as deemed fit.

SPECIFIC TERMS & CONDITIONS

1. Period of Contract:

The contract will be valid for a period of one year from the date of commencement unless short closed before that by Medical Superintendent at his/her discretion. However the contract can be extended for one additional year depending upon the performance of the party.

2. Acceptance of Tender and agreement:-

The Acceptance of tender of the technically qualified 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 or any other levy/tax on packing and the delivery charges will be borne by the chemist).

The quoted discount by the chemist should not be less than 20% for Branded Medicines and not less than 50 % for Generic Medicines.

The criteria for awarding contract will be fulfillment of Technical conditions as well as offering of maximum discounts on printed MRP on the two groups of items as per the formula:

Formula For Calculation=(0.4*% of discount on Branded Medicines) + (0.6*% of discount on Generic Medicines)

The Medical Superintendent reserves the right to give preference to Day and Night shops for selection. 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.

3. Earnest Money Deposit(EMD)-

A Demand Draft of **Rs25,000/- (Rupees Twenty Five Thousand only)** drawn from State Bank of India in favour of ESIC Fund Account No.1, ESIC Model Hospital, Rourkela” should be submitted along with e-tender(Original to be dropped in Tender box and Scanned copy to be uploaded online) as earnest money, failing which e-tender will be rejected.

No other EMD or fund deposited or kept with this hospital will be adjusted against EMD.

In the event of withdrawal/ revocation of tender before the date specified for acceptance, the EMD will be forfeited. In the event of acceptance of the tender the EMD will be refunded without interest after receipt of requisite amount of Performance Security. However in case of unsuccessful tenderer(s), the EMD will be returned without interest after completion of tender procedure.

4. Performance Security (PS):-

Total amount : Rs 1.2 Lakh.

- On acceptance of the tender, the approved chemist will have to deposit a Performance Security (interest free), **Rs 1.2 Lakh** in the form of Demand Draft drawn from State Bank of India in favour of ESIC Fund A/c no. 1, payable at Rourkela, within a period of 15 calendar days from the date of agreement.
 - If the qualified tenderer fails in fulfilling the Terms and conditions of the Tender/Contract, the risk purchase /late penalty levied may be recovered from the Performance deposit.
 - On due satisfactory completion of all the contractual obligations, the Security Deposit will be returned to the contractor as per Rule and no interest will be paid on that.
5. Local chemist **shall not sublet, transfer or assign the contract** or any part thereof to any other party at any point of time during the validity of contract.
 6. Local Chemist **will maintain sufficient stock of the standard quality of medicines** at all time to avoid inconvenience to the ESI beneficiaries. The Local Chemist will also maintain sufficient stock of generic drugs / items manufactured by generic division of the reputed/leading manufacturers of drugs as well as branded drugs.
 7. Local Chemist should indicate Name of the Item, HSN Code Pack Size, Mfg by, Batch Number, Exp. Dt., MRP, Quantity, GST%, GST amount, Discount, and Trade Price(Actual selling price) for each item along with reference supply Order No. with date, and all other detail required for a retailer chemist bill.
 8. Supplies shall be accepted subject to inspection by the Medical Superintendent or his authorized representative with respect to the supply order, Maximum Retail Price & Other Particulars and certify on the credit memo. Any defect found in the material will render the supplies open for rejection and decision of the Medical Superintendent shall be final and legally binding. The rejected supplies shall be replaced and lifted by the supplier chemist at their risk and cost within 3 days of rejection.

9. List of Items:

- Generic Medicines
- Branded Medicines

As per MCI regulations, generic drugs shall always be the first preference. So, all medicines to be ordered, including Disposable and Surgical Consumables, IV fluids, Bandage, Gauze, cotton, Sutures etc., are to be considered as Generic. Apart from these Ayurvedic classical medicines, will also be treated as Generic.

As per Proforma-3, the parties have to mention the name of reputed/leading manufacturers of the generic Medicines that the tenderer is going to supply to the Hospital, (with comparatively lower MRP and available in the local market).

The change of Manufacturer is not allowed for Generic Medicines. But in some rare occasions (have to specify cause with proof) prior approval of the Medical Superintendent may be obtained in proper procedure for change of manufacturer.

All medicines are to be supplied to this institution in generic forms only, unless specified for branded. The indented branded medicine should not be substituted. Prior approval of the Medical Superintendent is required with proper procedure for change in brand of the branded medicines.

In case generic version of any drug or dressing manufactured by reputed company is not available in the State, then the tenderer has to give an undertaking **“that generic version of the particular Drug/ dressing is not available in the State. In case, in future it is proved that the same Drug/ Dressing was available in generic on the date of this undertaking, then we (the Tenderer) have to pay the extra amount involved”**. With such undertaking and approval of the competent authority, Supply Order will be placed in Brands.

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.

Declaration regarding generic/branded nature of drugs supplied will be the responsibility of local chemist & if found incorrect, it will be taken as breach of agreement & suitable action will be taken by the Medical Superintendent.

10. Life Period: -

The shelf life of drugs/items supplied should not have passed more than one third(1/3rd) of shelf life from the date of manufacturing at the time of supply.

11.Packing: -

Supplies are required to be made in original packing of manufacturer and in only available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day.

12. Supply:-

(A)Collection of indent for supply:

Indents, on the basis of which supplies are to be made, should be collected by the chemist or his/their authorized representative, on every working day (Monday to Saturday) from the Medical Store between 12 noon to 12.30pm from Monday to Friday and between 10.30 to 11 am on Saturday.

The Chemist has to authorize the persons to be sent on their behalf.

Supply Order may also be placed by e-mail/telephonically. In that case the supplier(s) have the responsibility to collect the hard copy of the Supply Order or Indent from the Hospital at the time of execution of the supply.

(B)Delivery of supplies:

After obtaining the order, the delivery of supplies is to be made on the same day or at the latest by the next day, **without fail** to the Medical Stores Division, within the working hour.

(C)Supplementary Indent/Emergency Indents

In case of urgent need (on Sunday/Holidays and beyond normal working hours) supplementary indents may be placed by the Casualty Medical Officer or General Duty Medical Officer, Indoor under his/her signature and seal.

Supply against the supplementary indent(s) is to be made to the respective ward or casualty, as mentioned in the requisition.

Requirement in the casualty/ward of the emergency (life- saving) drugs:

The emergency (lifesaving) drugs are to be maintained in the stock. The order (verbal or written) for the emergency (lifesaving) drugs can be placed at any time as per requirement and the required item(s) have to be supplied immediately to the casualty/ward, without fail.

On no account there should be delay or refusal by the chemist to supply the emergency /lifesaving drugs.

If the supplies are not made within the stipulated period, the Supply Order will automatically be cancelled and purchase will be made from the alternative sources with imposition of Risk Purchase.

(D)Risk Purchase & Recovery of sums due:-

In case of failure / delay to supply any or all items as per requisition/ Indent /Purchase Order Specification or brand prescribed within the stipulated period, it will be treated as 'noncompliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price will be received/recovered from the defaulter Chemist, with whom the supply Order placed, from any of his subsequent/pending bills or Security Deposit.

In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

For emergency (life-saving drugs) purchases from Indoor and Casualty, delivery is to be made instantly and as per the actual need of the situation. Hence for non-execution of supplies against such orders, Risk Purchase may be charged on the same day.

13. Quality Clause:

The chemist should give a declaration as per **Proforma-2 enclosed with the tender paper** that the medicines/article supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to confirm to the description and the quality aforesaid have deteriorated the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not confirming to the said description and quantity. On such rejection

such article(s) or such part(s) in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.

The chemist will have to supply all the medicines to this ESIC Hospital, purchased from a registered dealer/manufacturer. The tenderer (s) have to provide the proof of all such purchases to the Medical Superintendent as &when asked.

The Purchaser may test any or all of the materials supplied by the chemist, by any Govt. or Govt. Approved laboratories. The report of the Govt. or Govt. approved laboratory shall be accepted by the supplier.

In case any of the items found substandard,

- i. The chemist is liable to make full payment of the entire quantity supplied (of that particular batch), irrespective of the fact that part or whole of the supplies (Particular batch) may have consumed.
- ii. The cost of the Testing should also be recovered from the chemist.
- iii. If any major defect is found, the chemist may be debarred for five years, for participating in any ESI Tender.

15. Presentation of Bill and release of payment:-

- (i) The bills shall be printed and serially numbered Credit bills with the name and address of the supplier Chemist with GST Number, DL No. etc. duly signed by the chemist or his/her authorized representative.
- (ii) The Supplier have to indicate Name of the Item, HSN Code Pack Size, Mfg by, Batch Number, Exp. Dt., MRP, Quantity, GST%, GST amount, Discount, and Trade Price(Actual selling price) for each item along with reference supply Order No. with date, and all other detail required for a retailer chemist bill should be indicated.
- (iii) Bills are to be submitted in triplicate copies, pre-receipted with revenue stamp wherever necessary.
- (iv) The chemist will present their claim for each month's supply within three days of the closing of each respective month.
- (v) The bills should show the summary of the total amount for each day and the net amount claimed supported by the copy of the supply orders and received and verified copy of the credit memos.
- (vi) Payments of the bills presented in complete form and in time, will normally be arranged within 30 days from the date of presentations. However, no claim shall be made by the contractor(s) against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.
- (vii) Payment will be made in ECS mode, on monthly basis.
- (viii) The Tenderer(s) have to provide Bank details of their shop in the Technical Bid of the Tender along with a cancelled Cheque.
- (ix) During the course of contract, in case of any change in the Bank Detail of the chemist, it will be the responsibility of the chemist to inform the same to the Medical Superintendent.
- (x) No claim shall be made by the approved chemist against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.

16. Reservation:

The Medical Superintendent reserves the right to:-

- a) accept any tender in full or in part, to reject any or all tenders at any time without assigning any reason thereof and also have the right to place orders on one or more firms.
- b) award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the tender.
- c) verify all the original documents related to this tender at any time.
- d) test any or all of the materials supplied by the tender(s), by any Government or Government approved Laboratory. The report of the Govt. or Government approved laboratory shall be accepted by the supplier.
- e) enter into parallel contract simultaneously or at any time during the period of this contract with one or more chemist for the same item or for different items.
- f) check all documents of purchases made by the chemist in r/o the items supplied to ESIC Model Hospital, Rourkela-4.
- g) scrutinize at any time the original invoices of the supplies for verification of net trade price

being claimed by the Empanelled Chemist.

- h) terminate the empanelled chemist with one month notice, on unsatisfactory performance or non-compliance to the Terms and Conditions of the contract by the empanelled chemist.
- i) give preference to Day and Night shops for selection.

17. Dispute settlement and arbitration:

In case of any dispute between the purchaser and the chemist(s), arising under the contract or in regard to the interpretation of the terms and conditions of the Contract, decision of the Medical superintendent, ESIC Model Hospital, Rourkela (Odisha) or any other officer nominated by him to act as arbitrator in the disputes, shall be final and binding on all the parties.

All the disputes relating to the Rate Contract shall be subject to the territorial jurisdiction of Rourkela.

**Medical Superintendent
ESIC Model Hospital, Rourkela**

Proforma-1
COMPULSORY DOCUMENTS
(Part of Technical Bid)

Tender Reference No.-442-U-16/27/2/MH/RKL-2017

Date:04.02.2019

Sl No.	Required Particular	Submitted particular
1.	Bidder's profile	
a	Name of the Chemist, registered address, telephone number, e-mail ID	
b	Mandate Form (Bank detail) with cancelled cheque	
c	Name and registration No. of Pharmacist	
d	Drug License(retail) issued by State Drug Controller (attach attested photocopy)	
e	Proof of business/shop { Shop & Establishment Act Registration Certificate} in Rourkela	
f	PAN/TAN(Self-attested Photocopy)	
g	IT return for the last three years i.e. 2015-16 , 2016-17 & 2017-18	
h	Self-attested photocopy of GST registration certificate	
i	No conviction certificate' from the State Drug Controller certifying 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. (Issued not later than one year)	
2.	EMD(EARNEST MONEY DEPOSIT)Detail with DD No., Date and Amount, name of Drawing Bank	
3.	Business Hour of the shop	
4.	The individual signing the tender or other documents connected with the tender/contract is a) Sole proprietor of the firm or his attorney? b) Register active partner of the firm or his attorney?(partnership deed to be submitted) c) Per procreation? d) Manager of the firm?(authorization letter to be enclosed) (Please Specify)	

Signature of Tenderer with Date & Stamp

Proforma-2
(On Chemist's Letter head)

(Part of Technical Bid)
Quality Clause

(Undertaking)

We stand guaranty for the Drugs/ Dressings/ Disposables & consumables/ IV Fluids /Ayurvedic Drugs quoted by us and to be supplied, if selected. If all or any of the said items will be found to be substandard during the contract period or afterward,, we will replace the entire quantity or make full payment of entire consignment of that particular batch irrespective of the fact that part or whole of the supplied quantity may have been consumed and also bear the cost of the Testing charges.

We undertake that the medicines/article to be supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to confirm to the description and the quality aforesaid have deteriorated the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not confirming to the said description and quantity. On such rejection such article(s) or such part(s) in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.

Signature of Tenderer with Date & Stamp

Proforma-3
(On Chemist's Letter head)

(Part of Technical Bid)

Tender Reference No.– 442-U-16/27/2/MH/RKL-2017

Date:04.02.2019

Sl. No.	Name of reputed/leading manufacturers of Generic Medicines likely to be supplied, with comparatively lower MRP

Signature of Tenderer with Date & Stamp

Proforma-4
(On Non-Judicial stamp paper of Rs 10/-)
(Part of Technical Bid)
UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
2. The discounts quoted by me/us are valid and binding upon me for the entire period of contract and it is certified that the rates after discount are the lowest quoted for other institution/ hospital in India.
3. The earnest money deposit of Rs 25,000/- to be deposited by me has been enclosed here with vide Demand Draft No. _____ Dt. _____ drawn on _____, Branch _____.
4. I/we give the rights to the Medical Superintendent to forfeit the Security Money deposited by me or us, if any delay occurs on my/our part or failed to supply.
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 the stipulated period.
7. The firm is in business for last two consecutive years as on opening of the tender holding valid retail license issued by Drug Control Authority of the State for running of the chemist shop for various categories of drugs as applicable under the provision of drugs & Cosmetic Act 1940, for various categories of drugs quoted. Further we ensure that the license of the firm will remain valid till the end of the contract.
8. The firm has not been blacklisted by any Govt./ institution/ organization during last five years.
9. None of my family member is working in ESIC as an officers /officials.
10. The quoted items are not supplied at a rate, lower than quoted here in last 3 months to any other organization/institution

If the information submitted in this tender is found incorrect/false at any time the tender is liable to be rejected.

Signature of the Tenderer

Date
Place:

Full Name:
Designation:

(Office Seal of the Tenderer)

Annexure- I

(Part of Technical Bid)

Tender Reference No.– 442-U-16/27/2/MH/RKL-2017

Date:04.02.2019

From:-M/s-

Telephone No: _____, Mobile No: _____, e-mail ID: _____

To

The Medical Superintendent, ESIC Model Hospital, Rourkela-769004

Sir,

1. I/We hereby offer to supply medicines/drugs to ESIC Model Hospital, Rourkela, Odisha, as indicated in the Tender document at the rate given below and agree to hold this offer open till **one year from the date of contract, and for further one year if extended**. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender from and accept them.
3. I/We am/are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with the requirements.
4. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tenders without any deviation.
5. I/We agree to arrange the supplies of life saving drugs as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid items / medicines will comply with provisions of Drugs and Cosmetics Act, 1940 and rules made there under.
7. I/We agree to abide by the conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We enclose:-
 - a) EMD.
 - b) Original Tender Notice and schedules to the Tender duly signed and Stamped.
 - c) No Conviction Certificate from the State Drug Controller.
 - d) Copy of valid Retailer Drug License issued by State Drug Controller
 - e) GST Registration Certificate
 - f) Photocopy of PAN/ TAN Card.
 - g) Name and address of their banker along with other document and a cancelled Cheque for ECS purpose.
 - h) Undertaking on Non-judicial Stamp paper of Rs 10/- towards experience of the retailer chemists shop in business for last two consecutive years.

Signature of Tenderer with Date & Stamp

PRICE BID

Tender Reference No.– 442-U-16/27/2/MH/RKL-2017

Date:04.02.2019

Name and address of the Tenderer _____

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

Sl. No.	Item	Factor(F)	% of Discount offered on MRP in figures	% of Discount offered on MRP in words
1	Generic Medicines	0.6	(A)	
2	Branded Medicines	0.4	(B)	

Formula For Calculation= $(0.6 * A) + (0.4 * B)$

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.

Signature of the Tenderer with date and stamp

CHECK LIST

S.No.	Particulars	Submitted(✓) or not submitted(X)
1.	Bidder 's profile	
A	Name of the Chemist, registered address, telephone number, e-mail ID	
B	Mandate form(Bank detail)with cancelled cheque	
C	Valid Retailer Drug License issued by State Drug Controller (attested photocopy)	
D	Name and registration No. of Pharmacist(s)	
E	PAN/TAN(Self-attested Photocopy)	
F	Proof shop/outlet{ Shop & Establishment Act Registration Certificate} in Rourkela	
G	GST Registration certificate.	
I	IT returns for the last three years i.e. 2015-16, 2016-17 & 2017-18.	
2.	EMD of required amount with name of issuing bank and date of issue.	
3.	Pre-receipt for refund of EMD,	
4.	No conviction certificate' from the State Drug Controller certifying 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. (Issued not later than one year)	
5.	Tender document downloaded from ESIC website and signed in all pages as a proof of acceptance to all terms and conditions of the Tender	
6.	Undertaking / Certificate that the quoted items are not supplied at a rate, lower than quoted here in last 3 months to any other organization/institution	
7.	Undertaking that firm is not Blacklisted by any Govt./ institution	
8.	Affidavit as per Proforma-4, in Non- Judicial Stamp Paper	
9.	Quoted rates as per Format given in Price Bid	