



कर्मचारी राज्य बीमा निगम

Employees' State Insurance Corporation

(Ministry of Labour & Employment, Government of India)

**ESIC HOSPITAL, JAJMAU, KANPUR, UTTAR PRADESH-208010**

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File No:-201/U/16/53/06/18-19/Local Chemist

Date:09/03/2018

### **TENDER NOTICE**

#### **For Empanelment of Local Chemist**

Sealed tenders on prescribed format are invited by the Medical Superintendent, ESIC Hospital, Jajmau, Kanpur from the registered, reputed, financially sound and licensed Local Chemists, who are having permanent place of business in Kanpur, for the local purchase of Drugs, Dressing, Surgical and Consumables materials required for this hospital for a period of one year.

Interested Chemists are requested to download the tender form with terms & conditions from the ESIC HQ web site [www.esic.nic.in](http://www.esic.nic.in). Downloaded tender forms should be accompanied with a fee of Rs 500/- in the form of a demand draft/Bankers Cheque (Non Refundable) in favour of ESIC FUND ACCOUNT No.1, Payable at Kanpur. The hard copy of the filled & completed Tender Form in all respect, must reach the office of Medical Superintendent either by registered post or by hand to be dropped in Drop Box in the office so as to reach this office latest by 01:00 pm on or before 02.04.2018. (due date of opening). The undersigned shall not be responsible for any postal delay & no correspondence in this regard will be entertained. Vendors applying for empanelment shall have to submit an EMD of Rs. 20,000/--(*Twenty thousand only*) in the form of a demand draft/Bankers Cheque in favour of ESIC FUND ACCOUNT No.1, Payable at Kanpur along with the tender form.

Tenders received late will not be entertained. The chemist, whose tender is accepted will have to submit Performance Bank Guarantee/DD of Rs. 1,00,000/- (One lakhs only) as Security. Tenders will be opened on 02-04-2018 at 2.00 pm in the Office of the Medical Superintendent, in the presence of bidders or their authorized representatives who may like to be present. If due date of opening happens to be a declared holiday, tenders will be opened on next working day at same time and place. Medical Superintendent reserves the right to accept or reject any or all tenders without assigning any reason(s) thereof.

**MEDICAL SUPERINTENDENT**  
ESIC Hospital ,Jajmau Kanpur

The Medical Superintendent invites the sealed tender for the SUPPLY OF /TIE UP AGREEMENT OF **“Local purchase of drugs, dressing,surgicalsand consumables.”** as per the specifications. The tender form consisting of the Check list for compulsory documents as per the ANNEXURE-I, the terms and conditions of the contract which will govern any contract made is annexed as ANNEXURE-II, tender application form as ANNEXURE-III and Price schedule of the tender must be annexed as ANNEXURE-IV.

The interested tenderer should submit all the necessary documents along with the EMD latest by 02/04/2018 upto 1:00 P.M. in the tender box kept in the **MS Room ,ESIC HOSPITAL JAJMAU,KANPUR-208010**.Incomplete tender documents will not be accepted .

All the payments will be made by demand draft only, drawn in favour of ESI fund A/c no.1 ,Payable at Kanpur,Cheques will not be accepted.

Tenderers are requested that before quoting the rates or sending the tender, the tender form may please be read out thoroughly (line by line),otherwise the purchaser will not be held responsible for any error/oversight of his own.

In the event of the space of the price schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the tender no. and must be signed by the tenderer. In such case, reference of this additional page must also to be given in the tender form.

The Medical superintendent ESIC Hospital , Jajmau,Kanpur does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and You shall supply the same /execute the work at the rate quoted by you.

Last date of submission of the tender	02/04/2018,1:00 PM
Date and time of opening of the tender	02/04/2018, 2:30 PM
Earnest Money	Rs. 20000/-(in the form of demand draft)

THE MEDICAL SUPERINTENDENT  
ESIC HOSPITAL ,JAJMAU,  
KANPUR,U.P.-2018010.

Enclosures:-

- 1.Annexure-I(Check list for compulsory documents.)
- 2.Annexure-II(Tender form and terms and conditions)
- 3.Annexure-III(Tender application form)
- 4.Annexure-IV(Price schedule for local purchase of Drugs,Dressings ,Surgicals and consumables)

CHECK LIST

To,  
The Medical superintendent,  
ESIC Hospital,Jajmau,  
Kanpur.

Compulsory documents  
(without which the offer is liable to be cancelled)

S.no.	Description of documents	Submission(Yes/no)	Page no.
1.	Earnest Money deposited by Demand draft only.		
2.	Original tender document signing all the pages.		
3	Valid trade license for retail chemists as per drugs & cosmetics act.		
4	No conviction certificate from state Drug controller that there is no case pending under the drugs & cosmetics act and rules there under as well as under drug Price control order against the firm during the last 5 years .No conviction certificate should be of the year 2015-16 and 2016-17.		
5	Bank Details for the payment		
6	Sealed rate/quotation		
7	Latest Sales tax and GST registration certificate		
8	Annual turnover of 10 lacs or more duly certified by the chartered accountant along with the profit and loss account and income and expenditure statement of the firm for the last three years.		
9	The supplier should be willing to supply the items with in the time limits as specified in the terms and conditions of this tender document at ESIC HOSPITAL JAJMAU,KANPUR,U.P.The name,address,phone no. ,fax no,e-mail .etc should also be given (as per undertaking)		
10	Undertaking as per the schedule		

Date:-  
Place:-

Signature of the tenderer  
Full name and official seal

**General terms and conditions:-**

1. The tender form containing all the terms and conditions and the price schedule should be returned in original, intact after filling up the form and signing in full on each page, whether you are quoting for any item or not, failing which the tender will be liable for rejection. If any item in the price schedule is not being tendered /quoted, it has to be mentioned "not quoting" against the corresponding item space.
2. In the event of the space for the price schedule seems insufficient additional pages may be added. Each such additional page must be numbered consecutively bearing the tender no. and also to be fully signed by you. In such cases reference to the additional pages must be made in the tender form.
3. The tender is liable to be rejected if complete information is not given therein and partly filled tender form is submitted.
4. Individual signing the tender or other documents must specify that whether he /she is signing the tender as a "sole proprietor" of the firm or as a registered active partner. In case of partnership the name of both the partners to be mentioned in the tender application form.
5. The duly filled copy of tender should be submitted in which outer cover as well as inner covers/envelops should be sealed and addressed to the Medical superintendent stating "**TENDER FOR THE SUPPLY OF LOCAL PURCHASE OF DRUGS, DRESSINGS, SURGICALS AND CONSUMABLES**". **The tender must be submitted in the two bid system, in which the one cover containing the technical bid and other cover containing the price bid. Both the bids must be sealed, and further to be submitted in the sealed envelope. All envelopes must be addressed as mentioned above.** The tenders should be dropped in the tender box kept in the room of M.S., ESIC Hospital, Jajmau, Kanpur.
6. The duly filled tender form must be submitted in the office hours only and not later than the time and date notified in the tender notice. If the date of opening of the tender is declared as holiday, the tender will be opened on the next working day.
7. The tender document will remain valid for the six months from the date of opening of the tender. Quotations specified by such vague and indefinite expressions such as "subject to immediate acceptance" and "subject to prior sale" etc will not be considered.
8. All tenderers or their representatives if they desire may be present at the time of opening of the tender at the date and time specified.
9. The tender shall be valid for ONE YEAR from the date of award of the tender. However Medical Superintendent reserves the right to extend the period of the tender on the same terms and conditions.
10. **Discount Offers:** The acceptance of tender will normally be on the basis of maximum discount offered by the local Chemist on M.R.P. i.e Maximum Retail Price which is printed on the packing/flaps/bottles. The Chemist will be paid on M.R.P less discount and no Sales Tax, Octroi or any other levy/Tax will be paid which has to be borne by the Chemist. Tempering on printed MRP of the manufacturer by the local Chemist by use of Stickers or any other means will not be accepted. Separate discount should be quoted for generic and branded drugs. Items like Bandage, Gauge, Cotton, Disposable Syringe and other surgical consumable will be treated as generic and discount will be applied accordingly
11. a) The delivery of the medicines is required in the office hours only.

b)If the delay for the delivery of the medicines arises from any cause such as strikes, Lockouts ,Fire accidents riots etc which the MEDICAL SUPERINTENDENT if consider as reasonable ground for the further time may allow such additional time required for the delivery of store depending of the circumstances .

12. The tenderer shall whenever called upon to do so, give full information with reference to the services in hand and shall also permit the MEDICAL SUPERINTENDENT or any other officer nominated by him/her to inspect the premises of the tenderer at all responsible times and give full assistance and information as may be required by him/her in connection with the contract.

13. Supplies shall be accepted subject to the completion and inspection by the MEDICAL SUPERINTENDENT ESIC HOSPITAL JAJMAU,KANPUR, or his /her assigned representative .Any defect found in the material/supply will render the supplies to rejection and decision of the MEDICAL SUPERINTENDENT shall be final and legally binding. Therejected stock shall be returned to the suppliers at their risks and costs.

14.a)The contractor is entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of the tender.

b)The contractor shall not sublet or transfer or assign the contract or any part thereof without the written permission of the MEDICAL SUPERINTENDENT .In the event of the contractor contravening the condition, THE MEDICAL SUPERINTENDENT shall be entitled toplace the contract elsewhere at his own risk and the contractor shall be liable for the loss or damage which the hospital may sustain in consequence or rising out of such replacing of the contract.

c)The contractor will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to ESI beneficiaries. The local chemist will also maintain sufficient stock of generic division of the reputed/leading manufacturers of drugs and list of such drugs along with the name of manufacturer may be enclosed with the tender.

d)Local chemist will indicate Batch number, name of manufacturer and expiry date on the indents at the time of supplying the drugs at ESIC HOSPITAL,JAJMAU,KANPUR.

E)Indents will only be accepted after countersigning by the MEDICALSUPERINTENDENT OR THEIR ASSIGNED REPRESENTATIVE.

15.The tenderer shall have to deposit an amount of Rs.20000/- (Rupees Twenty thousand only) in the format of demand draft ,drawn in favor of ESIC FUND A/C NO.1,payable at Kanpur, as earnest money with their tender.Theearnest money will be returned as it is to the unsuccessful bidder without any interest.

16.On acceptance of the tender contractor shall submit the security money which would be the sum equivalent to Rs.100000/- (Rupees One Lac Only)in the form of FDR only .The hospital authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law.

a)If the contractor fails in fulfilling the terms and conditions such failure will constitute a breach of the contract and the MEDICAL SUPERINTENDENT shall be entitled to make other arrangements at the risk and expense of the contractor.

b)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 service report.

17.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 such sum by appropriating in part or whole the security/earnest money deposited by the contractor. When the balance or the total sum to be recoverable under this or any sum then due or which at any time thereafter may become due recoverable under this or any other contract with the purchaser.

18. The bidder must have a minimum experience of five years in the field of retail selling of medicines and should submit the experience certificate of any Govt/Semi-govt. organization/hospital. The local chemist /contractor will have to submit the following necessary documents along with the tender:-

a) Valid drug license for retail chemists as per drugs and cosmetics act.

b) No conviction certificate from state drug controller that there is no case pending under the drugs and cosmetics act and rules there under as well as Drug price control order against the firm during the last 5 years. No conviction certificate should be of the last two calendar years.

c) Valid trade license.

d) Latest sales tax, GST registration certificate.

e) Bank details for the payment.

f) Copy of Pan card.

F) Audited annual turnover of Rs. 10 lacs or more duly signed by the chartered accountant along with the profit and loss account and income and expenditure statement of the firm for the last three years.

19. The finalization of the tender will be communicated by a letter of offer. In case of local chemist is willing to accept the offer he has to submit the letter of acceptance and enter into a contract on non-judicial stamp paper of Rs. 100/- with MEDICAL SUPERINTENDENT ESIC HOSPITAL JAJMAU, KANPUR as per the terms and conditions of the contract.

20. The Medical superintendent reserves the right to reject any or all tender without assigning any reason thereof and can award full contract to the successful agency at its discretions and it will be binding upon the tenderer.

21.a) The approved tenderer and/or their representative will visit the medical store section of the hospital on working days **between 10:00 am to 1:00pm from Monday to Friday** and between **10:00am to 12:00pm on Saturday** to collect the order of local purchase if any. The chemist representative will sign in the purchase order register in the medical store of the hospital as a proof that he/she is having the indent. On Sundays/holidays and beyond normal working hours emergency orders may be placed.

b) After obtaining the order as specified above the approved tenderer shall supply the material as per the order to the medical store section of the hospital on the next day between 10:00 am to 1:00pm from Monday to Friday and between 10:00am to 12:00 pm on Saturday.

c) In case of order placed by the store on Saturday the supply shall be made on the next working day.

d) The tenderer or his representative should be available /approachable for 24 hours over phone for the supply of all items. In case of any emergency requirements if the order is placed for any item at any time the requisitioned item shall have to be supplied immediately. The contact, telephone number, mobile no., Fax or email must be provided to the hospital authority for such purpose.

e) During normal office hours, the medical store will receive drugs, dressings and surgical items and will verify the 'MAXIMUM RETAIL PRICE' and the particulars and certify on the challans /indents as well of bills.

f) The medicine/items supplied will be of the standard quality. In case, if it is found that any particular medicine has expired or it is sub-standard, the local chemist will be liable to be black-listed for the period of 5 years for future participation in any ESIC tenderer. Besides this any other legal action deemed fit will also be taken. If for any unavoidable reason beyond our control, it is not possible for local chemist to immediately supply the medicine and hospital is compelled to procure the same from other source extra expenditure on this account will be recovered from subsequent bills of the local chemist. Under no circumstances the indented medicine will be substituted as of branded item.

g) Against each item "maximum retail price", selling price, taxes claimed etc must be clearly mentioned along with the batch no., manufacturing date, expiry date in the daily challan, indent and the bills submitted.

h) All the bills are to be submitted strictly in triplicate. Bill should be pre-receipted with the application of revenue stamp whenever necessary. Care should be taken while submitting the bills/indents that they are duly filled and signed and without any errors to prevent rejections/cancellation /delay in the processing of the bills.

j) All drugs/dressings must have sufficient useful life for use in hand before it is supplied to the hospital.

k) All the items must be marked as "ESI SUPPLY NOT FOR SALE" by the tenderer.

22. The contractor shall present his bills timely within the 5 days of completion of every month .

a) The bill shall be properly printed with no overwriting and cutting. The name of the chemist and sale tax registration no. , GST registration no. to be printed on them.

b) The bill shall show the total summary of the total amount of each day for the net amount claimed supported by a copy of acknowledged indent /delivery challan with all the column duly filled in.

c) The contractor shall present separate bill for each category .There should be only 01 bill for each purchase order.

d) The purchaser reserves the right also to demand in any case, the original of the suppliers invoices for verification of the NET TRADE PRICE claimed by the contractor.

23. The payment will be made in to the account through RTGS/NEFT as per the details submitted by the local chemist. Payments of bill will be arranged within 45 days from the date of presentation. However no claim shall be made by the contractor against the ESI Corporation in form of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.

24. In case of failure to supply any or all items as per requisitions/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 shall be arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the tenderer with whom the contract is made from his subsequent/pending bills .

25. In case of any dispute (Between the purchaser and local chemist ) arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the medical superintendent or any other officer nominated by him/her to act as arbitrator in the dispute, shall be final and binding on both parties of this contract. in case of the disputes all the legal matters will be settled under the jurisdiction of the courts of Kanpur, U.P.

26. General Instructions:-

a) Each and every page is to be signed and stamped by the tenderer.

b) Any firm/agency which is blacklisted /debarred from ESIC institution anywhere in India will not be considered and tender will be summarily rejected.

c) Tenderer who do not furnish attested and stamped documents referred above will not be considered.

**ANNEXURE-III****TENDER APPLICATION FORM**

1.	Name of firm:-	
2.	Full postal address:-	
	a)(including the address of the branches of the shop)	
	b)Cell phone no.	
	c)Telephone no. & fax no.	
3.	E-mail address	
4.	Date of Establishment of firm	
5.	If your firm registered under	
	a)The Indian Factories Act	
	b)Any other act ,if not, who are the owners (Please give full address)	
6.	Name and address of your bank stating the name in which the account stands	
7.	Whether insured against fire,theft,burglary,etc. If so, please state the amount and name of company with policy no.	
8.	Total number of employees	
9.	Are you in th list of approved contractors of any other organizations /institutions ,if any give details	
10.	Give details of any Government contracts executed during the last twelve months.	
11.	Any other information which you consider necessary to furnish.	

Date:-

Place:-

Signature of the tenderer

Full name and official seal

**PRICE BID**

The tenderer shall quote the percentage of maximum discount, which shall be on the maximum retail price printed on the packing on the packing /flaps/bottles(refer Terms & conditions ):-

S.No.	Head	% of discount Quoted
1.	Percentage of discount offered by the bidder on the MRP of Branded items:-	
	a)Drugs	
	b)Dressings	
	c)Surgical consumables	
2.	Percentage of discount offered by the bidder on the MRP of Generic items:-	
	a)Drugs	
	b)Dressings	
	c)Surgical consumables	

A) Earnest Money For Rs. ....Rupees .....only has been deposited vide DD no. ....on dated.....(Please indicate the date of deposit).

B)The delivery will be made to the stores of the ESIC Hospital ,Jajmau,Kanpur

Date:-  
Place:-

Signature of the tenderer  
Full name and official seal

## UNDERTAKING

A)I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.

B)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 institutional hospital in India.

C)The earnest money Rs.....to be deposited by me has been enclosed herewith vide Demand Draft no.....dated.....drawn on bank.....branch.....

D)There is no vigilance /CBI case or court case pending against the firm and not declared invalid by any department.

E)I/we give the rights to the Medical Superintendent to forfeit the security money deposited by me/us if any delay occur on my part or failed to supply the article within the appointed time or the items of desired quality.

F)I hereby undertake to supply the items as per the directions given in the tender document /supply order within stipulated period.

G)I hereby certify that none of my family member(s) is /are employed in ESIC as per details given in tenderdocument. In case at any stage ,it is found that the information given by me is false/correct ,ESIC Hopsital,Jajmau,Kanpur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Date:

Signature of the tenderer:

Place:

Full name:

Designation:

(Official seal of the tenderer)