



## ESIC MODEL HOSPITAL

BHARAT NAGAR, LUDHIANA-141001  
 MEDICAL SUPERINTENDENT: 0161-2772435-36, FAX: 0161-2774357  
<http://www.esichospitals.gov.in>

No: 122-D-26-13-6-02

DATED: 12/01/18

(TENDER DOCUMENT COST RS 500/-NON-REFUNDABLE)

TO ,

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**SUBJECT:RE-TENDER FOR THE EMPANNELMENT OF LOCAL CHEMIST FOR SUPPLY OF ALLOPATHIC DRUGS/DRESSINGS FOR ESIC MODEL HOSPITAL, LUDHIANA AND ESIC M.D.D.C., RAJPURA**

Medical Superintendent invites Sealed Re-tenders for the empanelment of local chemist for supply of Drugs/Dressings for the following locations:

- 1.ESIC Model Hospital Ludhiana.
- 2.ESIC Model Dispensary cum Diagnostic Center, RAJPURA (ESIC MDDC ,RAJPURA).

**Note: Tenderer is at Liberty to Bid for both of above or for any one.**

SEPARATE TENDER DOCUMENT REQUIRED TO BE PURCHASED FOR ESIC MODEL HOSPITAL LUDHIANA & ESIC MDDC RAJPURA. ALSO SEPERATE EMD FOR EACH SHOULD BE ATTACHED.

### **1. PROCEDURE FOR SUBMITTING TENDERS**

The tender shall be submitted in two parts ,viz.

- 1.PREQUALIFICATION BID.
- 2.PRICE /FINANCIAL BID.

Each bid is to be submitted in separate wax sealed envelopes marked as "PRE-QUALIFICATION BID" and 'PRICE BID "Envelopes should bear the sender name ,address ,Name of the tender & name of the MDDC or Hospital for which they are bidding. Both these envelopes should be kept in another bigger size envelope and wax sealed & this should bear the senders name ,address ,Name of the tender & name of the MDDC or Hospital for which they are bidding.

2. Earnest money(Refundable) of Rs.3,00,000/-(Three lac only) for ESIC Model Hospital Ludhiana and 70000/-(Seventy Thousand)for MDDC, Rajpura

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should be deposited along with Pre-qualification Bid, in the form of Demand Draft in favour of ESI fund A/C No. 1 Payable at Ludhiana.

3. Sealed tenders, duly filled in, signed & stamped should be dropped in tender boxes placed in the chamber of Deputy Medical Superintendent, ESIC Model Hospital Ludhiana or be sent by Registered Post, Duly sealed, Latest by 1:00 PM on 05-02-2018. Late Bids i.e., bids received after the specified date and time of receipt, will not be considered. ESIC Model Hospital Ludhiana will not be responsible for postal delay and loss of Tender Document in transit.

4. The tenders will be opened in the chamber of Deputy Medical Superintendent, ESIC Model Hospital Ludhiana at 2:30 PM on 05-02-2018. In case mentioned date happens to be a holiday, the tender will be accepted and opened on next working day.

5. Tenders will be opened on scheduled date and time in the presence of tenderers or authorized representative, who choose to be present. If the said date is declared holiday tender will be opened on next working day on same time & venue.

6. Price Bid of only those tenderers will be opened who qualifies in the prequalification bid.

7. Date of opening of price bid will be fixed after completion of evaluation of the pre-qualification bid & tenderers will be intimated separately.

8. PLEASE NOTE THAT NO PRICES SHOULD BE INDICATED IN PREQUALIFICATION/TECHNICAL BID OTHERWISE THE BID SHALL BE OUTRIGHTLY DISQUALIFIED/REJECTED.

9. Tenderers should submit all original tender document duly filled in, signed, stamped and with full validity as per tender Inquiry.

10. Tender is liable to be rejected, if incomplete information is given or any document asked for in the schedule to the tender is not duly filled in or not enclosed.

#### **11. DOCUMENTS TO BE ATTACHED**

##### **11 A. Mandatory documents to be attached with Pre-qualification Bid**

1. All original /Downloaded Tender Document (including Annexure -1,2,3) duly filled, Signed & stamped by the tenderer.
2. Tender Document Cost Rs 500/- in the form of DD in favour of ESI Fund A/C NO 1 payable at Ludhiana, for downloaded Tender document.
3. Earnest Money (Refundable).
4. Copy of Income Tax Return for the last three financial years i.e. 2014-2015, 2015-2016, 2016-2017.

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5. Copy of PAN Card.
6. No Conviction certificate from drug controller that there is no case pending under the drugs & cosmetic act and rules there under as well as Drug Price Control Order against the firm during the last five years.
7. Copy of valid drug Licence issued by State Drug Controller or appropriate authority .
8. Copy of GST Registration certificate/TIN Number.
9. An undertaking (ANNEXURE -2) signed by the tenderer .
10. An affidavit of Rs 100/- on Non-judicial stamp paper (ATTESTED BY NOTARY PUBLIC/MAGISTRATE) that the agency has not been declared as blacklisted by any Govt./Semi Govt./Govt. undertaking/institution.
11. Audited annual turnover report (complete) duly certified by Chartered Accountant along with Profit & Loss account and Balance sheet of the firm for the last three consecutive financial years i.e. 2014-2015, 2015-2016, 2016-2017. The firm must have annual turnover of Rs Thirty lacs or more for quoting tender for ESIC Model Hospital, Ludhiana and Rs 10 Lacs or more for quoting tender for MDDC, Rajpura during the said last three years.
12. The bidder must have a minimum experience of five years in the field of retail selling of medicines and should have experience with Govt/Semi Govt organization, Satisfactory certificate should be submitted along with bid.

#### **11 B. MANDATORY DOCUMENT TO BE ATTACHED WITH PRICE BID**

1. PRICE BID (ANNEXURE -4) duly filled, signed & stamped.
12. The Acceptance of tender will normally be on the basis of maximum discount offered by the local chemist on MRP i.e., maximum retail price which is printed on the packing/flaps/bottles. The chemist will be paid on MRP less discount price and no separate tax, sales Tax, Octroi or any other levy/tax will be paid, which has to be borne by the tenderer.
13. Individuals signing the tender or other document concerned with the contract must specify that he/she signs as :
  - a. A Sole proprietor of the firm ,or constituted attorney of such proprietor.
  - b. A partner of the firm if it be a partnership in which case he must have authority to refer disputes to arbitration in case of any dispute .
  - c. Constituted attorney of the firm ,if it is a company .

#### **NOTE :**

**A) In case of (b) a copy of the partnership agreement or General Power of Attorney, in either case attested by a notary Public should be furnished. An affidavit on stamped paper of**

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all the papers admitting execution of the partnership agreement or the general Power of attorney should be furnished.

B) In the case of Partnership firms, where 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 construed that he has authority to sign and if on inquiry it appears that the person so signing has no authority to do so, the purchaser, without prejudice to other civil criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

14. **Vague tenders/quotations:** Quotation with vague and indefinite excessions such as subject to immediate acceptance etc. will not be considered.

15. In case tenderer withdraws/back-out (on any pretext) from tender at any stage before finalisation of tender, the earnest money so deposited will be treated as forfeited.

17. **Right of Acceptance:** ESIC Model Hospital, Ludhiana does not pledge itself to accept the Highest offer and reserves with itself the right of accepting the any tender whole or any part of the tender and the tenderer shall supply the same at the rates quoted.

18. MEDICAL SUPERINTENDENT RESERVES THE RIGHT AND SOLE DISCRETION TO ACCEPT OR REJECT OR CANCEL THE TENDER /TENDER PROCESS AT ANY STAGE WITHOUT ASSIGNING ANY REASON(s).

**MEDICAL SUPERINTENDENT**

ESIC MODEL HOSPITAL,  
BHARAT NAGAR,  
LUDHIANA.

ENCLOSERS :

1. ANNEXURE-1 (Terms & Conditions)
2. ANNEXURE-2 (Undertaking)
3. ANNEXURE-3 (Pre-Qualification Bid)
4. ANNEXURE-4 (Price Bid)

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**TERMS & CONDITIONS**

1.The bidder must have a minimum experience of five years in the field of retail selling of medicines and should have experience with Govt/Semi Govt organization, Satisfactory certificate should be submitted along with bid.

2.The contract shall be valid for a period of 2 years from the date of awarding the contract, unless short closed before that by the Medical Superintendent, ESIC. Contract can be extended further at the discretion of Medical Superintendent after mutual consent subject to approval of competent authority.

3. Separate discounts should be quoted for generic & branded Drugs. Minimum discount offered on Branded Medicines should not be less than 20(Twenty)% on M.R.P. and minimum discount offered on Generic Medicines should not be less than 60(Sixty)% on M.R.P. i.e. maximum/Retail price which is printed on the packing/flaps/bottles. The chemist will be paid on MRP less discount and No taxes(including GST)/any other charges will be paid, which has to be borne by the Chemist.Tenderer must quote their offers both for generic & branded drugs, otherwise their offer will not be accepted and their tender will be rejected outrightly. The highest discount quoted for both branded and generic items will become the ESIC Discount for Branded and Generic items and shall be intimated to all the technically approved tenderers by a letter of offer. This offer should be accepted by the tenderer to be able to qualify further in tender process.

4.Tampering on the 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, Disposal syringes and other surgical consumable 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-charge/Inspecting officer, in case it is found that general surgical items are being charges as branded. In case products purchased without MRP, invoice should be brought.

5.In case, selected, tenderer will be required to deposit a security amount of Rs 10,00,000/- (Rs Ten Lakh only) for ESIC Model Hospital, Ludhiana, and Rs 1,50,000/- for MDDC, Rajpura. Security money should be deposited in shape of Bank Guarantee/demand draft in favour of ESIC Fund Account No. 1 drawn on any Nationalized Bank payable at Ludhiana. Security deposit will be refunded after expiry of contract without any interest.

6. On Finalization of the tender, the same will be communicated to the local chemist by a letter of offer. In case local chemist willing to

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accept the offer he may submit the letter of acceptance, along with agreement in the prescribed format, on a notarized stamp paper of Rs 100/- communicated by Medical Superintendent, ESIC Model Hospital, Ludhiana and enter into the agreement with ESIC as per terms and conditions of the contract. In case of failure to comply with the acceptance letter within stipulated period, the offer will stand cancelled.

7. Sub Contract in any form is not allowed.

8. Medical Superintendent ESIC Model Hospital, Ludhiana reserves 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 medicines or for different medicines.

9. Reservations: The purchaser i.e. Medical Superintendent, ESIC, Model Hospital reserves the right to appoint any number of local chemists separately.

10. 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 the terms and conditions of the contract, decision of the Medical Superintendent, ESI Model Hospital, Ludhiana or any other officer nominated by him to act as Arbitrator in the dispute, shall be final and binding on both the parties of this contract.

11. In case of dispute, matter to be settled in jurisdiction of Ludhiana courts.

12. Local chemist will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to the ESI beneficiaries. The local chemist will also maintain sufficient stock of generic drugs manufactured by generic division of the reputed/ leading manufactures of drugs.

13. Local chemist will indicate batch number, name of the manufacturer and expiry date on indents at the time of supplying the drugs to the ESIC Model Hospital, Ludhiana or ESIC MDDC.

14. Indents are to be accepted duly countersigned by Store in charge whose specimen signature will be supplied to local chemist duly attested by the Medical superintendent. In the absence of the Store In charge the signature of any other officer authorized by the Medical Superintendent may be accepted.

15. Life period. The shelf life of drugs items supplied should not be older than one sixth of shelf life from the date of manufacture at the time of supply.

16 Packing - Supplies are required to be made in original packing of manufacturer and in only available packing, approximately nearest to

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the total quantity demanded for any particular medicine/drugs.

17. All the medicines supplied will be stamped by local chemist as "ESI SUPPLY NOT FOR SALE"

18. Collection of indent for supply - Indents on the basis of which supplies are to be made should be collected by the chemist or his representative on working days (Days will be intimated after the finalization tender). The chemist/chemists representative will sign in the indent issue register in the main store of the Hospitals/MDDC as proof of having attended the Hospital. The time of collection of indent will be decided with the local chemist mutually by the store in charge or any other person as may be approved from time to time by MS. In case of Signature of the tenderer with Stamp urgent need local chemist will supply the drugs to hospitals/MDDC on supplementary indent to the ESI Model Hospital, Ludhiana/MDDC through any of authorized representative.

19. The Pharmacist of ESIC Model Hospital / MDDC will fill all the four copies of the medicines cum indent form in single stroke and will retain yellow copy for office use and send three copies to local chemist who after filling the remaining required columns in the Medicines cum Indent form will return back pink copy along with medicines to the Pharmacist of the Hospital /MDDC . At the end of the fortnight local chemist will submit all the white copies for payment to the medical superintendent along with summary of medicines cum indent form in serially numbered printed invoice. The blue copy will be retained by the local chemist for his office use.

20. Delivery of supplies. The delivery of supplies will be made on same day as the collection of indents or at the latest by the next day(within 24 hours), at the premises of the Hospital /MDDC or as directed. On no account should there be delay or refusal by local chemist in which case the hospital would make alternative procurement at the risk and expense of the local chemist.

21. In case of failure or refusal by local chemist to supply medicines to the Hospital /MDDC, the contract is liable to be canceled at his risk and cost of the supplies. Any extra cost involved in arranging supplies from alternative source will be recovered from his subsequent /pending bills. Irregular supplies /failure to fulfill the terms of contract may entail for closure of contract and for forfeit of security deposit.

22. The medicines/drug 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 reason beyond the control it is not possible for local chemist to immediately supply the medicines and the

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hospitals compelled to procure the same from the other local chemist, extra expenditure on this account will be recovered from the subsequent bills. it is also decided that the indent medicines must not be substituted in case indent is of brand item of medicine.

23.The contractor should give the medicines in accordance with the specification as indented and if the articles are discovered not to conform to the description and the quality aforesaid has deteriorated, the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not conforming to the said description and quantity. On such rejection such article will be replaced by the supplier.

**24. Presentation of bill** - The contractor shall present his bill for each fortnights supply within ten days of the closing of each respective fortnight.

- i) The bill shall be in the printed and serially numbered invoices/credit bill with the name and address of the chemist and sales tax/CST registration number printed thereon.
- ii) The bill shall show the summary of the total amount for each day for the net amount claimed supported by the acknowledged first copy of the indent with all the columns duly filled in.
- iii) 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.
- iv) Generic & branded items should be clearly mentioned in the bill.
- v) The Chemist will submit a certificate that at any time it is found that Generic drugs /items are supplied as branded then the tenderer will be ready to pay the difference on his own expenditure & cost, and Medical Superintendent may issue warning against this.

25.Payment. The contractor shall prefer bills fortnightly for the payment. However, no claim shall be made by the contract against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Model Hospital, Ludhiana.



**UNDERTAKING**

1. The undersigned certify that I/We have gone through the terms & conditions mentioned in the tender document and undertake to abide by all the terms & conditions set forth as above.
2. I/We have a minimum experience of five years in the field of retail selling of medicines and have experience with Govt/ Semi Govt organization. Satisfactory certificate submitted along with bid.
3. I/We agree to hold this offer open for two years.
4. I am /We are fully aware of nature of stores required & my/our offer is to supply stores strictly according to the requirements.
5. I/We agree to arrange the supplies in accordance with the nomenclature, Specifications and packages given in the schedule to tenders.
6. I/We agree to arrange the supplies of the life articles as stipulated in the schedule in the tender at any time whenever required.
7. I/We agree that supply of aforesaid will comply with the provisions of the Drugs Act & Cosmetic, 1940 and Rules there under, which are amended time to time.
8. I/We agree to abide by the conditions of tender and the schedule to the tender as well as to the arbitration clause of the contract.

Dated:

**Signature of Authorized signatory**

**Name :** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**(With Stamp)**

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**PREQUALIFICATION BID & CHECKLIST**

1. Name of the Organization/Firm/ESTT: \_\_\_\_\_
2. Registered Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Telephone Nos : \_\_\_\_\_
4. Fax No : \_\_\_\_\_
5. E-mail ID : \_\_\_\_\_
6. Name and address of your Banker  
 & Account No ,IFSC Code ,Branch Code \_\_\_\_\_

**A. MANDATORY DOCUMENTS TO BE ATTACHED WITH PREQUALIFICATION BID**

<b>SR NO</b>	<b>NAME OF THE MANDATORY DOCUMENT</b>	<b>ATTACHED (YES/NO)</b>
1	All original /Downloaded Tender Documents (including Annexure-1,2,3) duly filled, signed & stamped by the Tenderer.	
2	Tender Document Cost ,Rs 500/-in the form of DD in favour of ESI Fund A/C No. 1 , payable at Ludhiana.(In case of Downloaded Tender form)	
3	Earnest Money (Refundable) in form of DD in favour of ESI Fund A/C No. 1, payable at Ludhiana.	
4	Copy of Income Tax Return for the last three financial years i.e. 2014-2015, 2015-2016, 2016-2017.	
5	Copy of Pan Card	
6	No Conviction certificate from drug controller that there is no case pending under the drugs &cosmetic act and rules there under as well as Drug Price Control Order against the firm during the last five years.	
7	Copy of valid drug License issued by State Drug Controller or appropriate authority.	
8	GST Registration certificate/TIN Number.	
9	An undertaking i.e, ANNEXURE -2	
10	An affidavit of Rs 100 on Non-Judicial stamp paper(ATTESTED BY NOTARY PUBLIC/MAGISTRATE), That the agency has not been declared as blacklisted by any Govt./Semi Govt./ Govt. undertaking/institution	
11	Audited annual turnover report (complete) duly certified by Chartered Accountant along with Profit & Loss account and Balance sheet of the firm for the last three consecutive financial years i.e. 2014-2015, 2015-2016, 2016-2017. The firm must have annual turnover of Rs Thirty lacs or more for quoting tender for ESIC Model Hospital, Ludhiana and Rs 10 Lacs or more for quoting tender for MDDC, Rajpura during the said last three years.	
12	The bidder must have a minimum experience of five years in the field of retail selling of medicines and should have experience with Govt/Semi Govt organization, Satisfactory certificate should be submitted along with bid.	

**B. MANDATORY DOCUMENTS TO BE ATTACHED WITH PRICE BID**

<b>SR NO</b>	<b>NAME OF THE MANDATORY DOCUMENT</b>	<b>ATTACHED (YES/NO)</b>
1	PRICE BID, ANNEXURE-4 duly filled ,signed & stamped	

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**FINANCIAL BID /PRICE BID**

(In Separate sealed envelope)

**TENDER FOR APPOINTMENT OF LOCAL CHEMIST FOR SUPPLY OF ALLOPATHIC DRUGS/DRESSINGS AND CONSUMABLES**

1. Name of the Organization/Firm/ESTT: \_\_\_\_\_
2. Registered Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Telephone Nos : \_\_\_\_\_
4. NAME OF THE PROPRIETOR/PARTNERS \_\_\_\_\_
5. E-mail ID : \_\_\_\_\_
6. Name and address of your Banker  
& Account No ,IFSC Code ,Branch Code \_\_\_\_\_

1. I/We hereby offer to supply allopathic drugs/dressings to ESIC **MDDC, RAJPURA** at a discount of:
  - A. \_\_\_\_\_(Figures)\_\_\_\_\_ (Words)% on MRP of Branded items.
  - And
  - B. \_\_\_\_\_(Figures)\_\_\_\_\_ (Words)% on MRP of Generic items.
2. I/We hereby offer to supply allopathic drugs/dressings to **ESIC MODEL HOSPITAL, LUDHIANA** at a discount of:
  - A. \_\_\_\_\_(Figures)\_\_\_\_\_ (Words)% on MRP of Branded items.
  - And
  - B. \_\_\_\_\_(Figures)\_\_\_\_\_ (Words)% on MRP of Generic items.

The offer quoted as above includes all applicable Taxes(Including GST) and all other charges,If any and is inclusive of packing and delivery charges, wherever applicable. No Taxes and any other charges will be paid by the purchaser.

**Signature of Authorised Signatory  
With Seal of the firm/rubber stamp**

NOTE: Please quote %(Percentage) of discount in figure as well as in words without any overwriting/cutting/erasing. In case there is any overwriting/cutting/erasing and any discrepancy in %(percentage) of discount quoted in words and figures, then %(percentage)of discount quoted in words will be considered. Application of Fluid in the %(Percentage) of discount quoted shall render the bid ineligible for consideration.

**Signatures of the tenderers wih Stamp**