



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt of India)



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No. HP 14-U/16/DCBO/2022-23/01

Date: 20.02.2024

Notice Inviting Tender (NIT)

E-Tender for "Empanelment of Local Chemist(s) for purchase of drugs, dressings & surgical consumables" for ESIC Dispensary cum Branch Office (DCBO) V.P.O-Nagchalla, Tehsil Balh, Distt Mandi (HP)-175021

Deputy Director (Incharge), ESIC Regional office, Baddi (Himachal Pradesh) invites e-tender under two bid system through e-procurement solution for "Empanelment of Local Chemist(s) for purchase of drugs, dressings & surgical consumables". The contract will be valid for a period of two years extendable up to one additional year, at same rates, terms & conditions and after assessment of performance and with mutual consent of both the parties. The conditions of contract which will govern the contract are contained in the tender form.

Validity of E-tender: 60 days from date of issue of Notice Inviting Tender (NIT)

E-tender Schedule

Sr. no.	Name of the item	Date of online availability of E- tender	Last date and time for online submission of E- tender	Date & time of opening of online E-tender
1	Tender for "Empanelment of Local Chemist(s) for purchase of drugs, dressings & surgical consumables"	20.02.2024	19.03.2024 till 10.30 am	20.03.2024 at 11:00 am at ESIC Regional Office Panchdeep Bhawan, Housing Board Phase-1 Sai Road Baddi Distt Solan (Himachal Pradesh)

Note: In case the date of opening is declared a holiday, then tenders shall be opened on the next working day at the same time & same venue.

Tender documents are available online from 20.02.2024 at www.esic.gov.in and <https://eprocure.gov.in/eprocure/app>. Any corrigendum to this letter will be notified through the aforesaid websites only. All the bidders are requested to periodically check the websites for any additional information.

Deputy Director (Incharge) reserves the right to accept any tender in full or in part, or to reject any or all tenders at any time without assigning any reason whatsoever.

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

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Instructions to the bidders

Tender documents are available online from 20.02.2024 at <https://www.esic.gov.in> and <https://eprocure.gov.in/eprocure/app>.

1. Bidder(s) / Firm(s) intending to participate in the rate contract should first ensure that they fulfil all the eligibility criteria as prescribed under the terms and conditions, otherwise the tender will be summarily rejected.
2. The Rate Contract will be governed by the terms and conditions enclosed with this Tender and no modifications / alterations are allowed in any case. If any modification / alteration is proposed or any other condition advanced by the bidder, it shall be ignored and the bid will be disqualified.
3. To participate in E-tender, bidder should follow instructions given under 'INSTRUCTIONS FOR ONLINE BID SUBMISSION'. The bidder(s) should complete all stages of online bid submission through e-procurement portal <https://eprocure.gov.in/eprocure/app>. Bidders should not wait for the last date. They are requested to complete the process of online bid submission **well before the closing date**, in order to safeguard their own interest.
4. **Evaluation & finalization of Empanelment will be based solely on the basis of e- bid submitted by the bidder.** It is the sole responsibility of the bidder to scan and upload clear and legible documents for the purpose of evaluation. Any deficiency in the document submitted by the bidder shall lead to disqualification of the bidder and shall be the sole responsibility of the bidder.
5. **TECHNICAL BID (ONLINE)**
Compulsory scanned copies of all documents (mentioned in check list) are to be uploaded. All the documents should be signed and stamped by the tenderer & uploaded in chronological order.
6. **TENDER EVALUATION**
Tender evaluation will be done in two stages-
 - a) Technical bid
 - b) Financial/Price bid

The bidders are required to submit online Technical Bid and Financial Bid.

Relaxation to be given for eligible bidders as per Govt. of India MSME guidelines/rules. Bidders are exempted from submitting EMD, however in lieu they have to submit Bid Security Declaration form in format as per Annexure III. *(The price bid is to be submitted online only.)*

Tenders received after the specified date & time shall be summarily rejected.

No rates are to be mentioned /uploaded in the technical bid.

Note:

- 1) It is sole responsibility of participating bidder to check further notification(s) / update(s)/ corrigendum(s), if any on ESIC website www.esic.gov.in & e-Procurement portal <https://eprocure.gov.in/eprocure/app>
- 2) After uploading all the documents/ certificates/ Annexure(s)/ Affidavits etc. online, the participating bidder should check by downloading ***themselves*** to see if documents are uploaded correctly and are legible.

Deputy Director (Incharge) reserves the right to accept any tender in full or in part, to reject any or all tenders at any time without assigning any reason whatsoever.

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder should log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / Email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument / scan copy.
4. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secure Sockets Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005, 0120-6277 787.

SCOPE OF WORK

The empaneled chemist will supply the drugs, dressings & surgical consumables at the agreed uniform rate of discount on MRP (Inclusive all taxes) in the stipulated time against the indents issued by the Medical Store, ESIC DCBO Mandi to which the chemist is attached.

ELIGIBILITY CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE ESIC PORTAL & PROOF THEREOF:

Sr. No.	ELIGIBILITY OF BIDDERS	DOCUMENTS TO BE SCANNED AND UPLOADED AS PDF DOCUMENTS AGAINST E-TENDER ON ESIC PORTAL TO ESTABLISH ELIGIBILITY:
1.		<p>Please note:</p> <ol style="list-style-type: none"> 1. All documents are to be self-attested by authorized signatory before being scanned and Uploaded as clear and legible pdf documents (Technical Bid). 2. It is mandatory to upload all documents mentioned in checklist. Failure to do so will make the bid liable for rejection. 3. A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to act on behalf of such other person. If on enquiry, it found out that the person so signing has no authority to do so, ESIC, without prejudice to other Civil and Criminal remedies can cancel the contract, forfeit the performance security deposit and hold the signatory responsible for all costs and damages arising there from.
2.	<p>Individual signing the Bid and other documents must specify whether she/he signs as:</p> <p>a) A sole proprietor of the firm, or constituted attorney of such proprietor.</p> <p>b) A partner of the firm, if it is a partnership firm and, in this case, he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.</p> <p>c) Constituted Attorney /Authorized Signatory, if it is company.</p>	<p>a) In case of proprietor, an affidavit to the effect that he is the proprietor/ power of attorney by the proprietor in favour of the person signing the bid if such a power has been conferred upon the person.</p> <p>b) In case of partnership firm, a copy of the valid Partnership Deed, General Power of Attorney, duly attested by a Notary Public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.</p> <p>In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by all partner of the firm.</p> <p>c) In case of Company, Memorandum of Association and Board Resolution specifying the Constituted Attorney/Authorized Signatory, may be attached.</p>
3.	The Chemist shop should be registered within the Municipal Corporation limits of the attached DCBO	<p>Copy of:</p> <p>(a) Registration Certificate issued by Government</p>

	under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956.	where applying for under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956 with name and complete postal address of the shop located. (b) the relevant ownership deeds along with full details of ownership and control of each member thereof. e.g. Proprietorship/ Partnership Deed/Memorandum or Articles of Association for company
4.	The bidder must understand and agree to the terms and conditions of bid.	Scanned copy of Tender Acceptance letter as per Annexure II duly signed by the authorized signatory should be uploaded. The name of bidder, Complete postal address, telephone and mobile number, e-mail should be mentioned in the tender acceptance letter.
5.	Annual turnover of the bidder should be more than Rs. 50 Lakhs (Rupees Five Lakhs) in the financial year 2020-21, 2021-22 & 2022-23.	(a) The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the financial year 2020-21, 2021-22 & 2022-23 in support thereof. (b) Turnover certificate from chartered accountant in addition to audited balance sheet should be uploaded by bidder to authenticate the bidder's turnover.
6.	The Chemist must hold a valid license issued by Drug Controller Authority of the State for running the Chemist Shop. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period.	(a) Drug license issued by Drug Controller Mandi Distt in form 20 & 21, under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments, valid as on the date of submission of Bid and also on the date of Bid Opening. (b) In case the Bidder has applied for renewal of his Drug License (application should be at least within last 1 month of expiry of his License(s), Copy of receipt of Renewal application with Stat Drug Licensing authority needs to be uploaded.
7.	The Chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him.	Non-conviction Certificate from the State Drug Controller or any other officer in the city delegated the powers by it to sign the Drug License & Non- Conviction Certificate. No other document including an affidavit /undertaking will be considered for this purpose. The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of tender.
8.	The bidder should be regularly paying his GST.	Copy of all GST return forms/GST receipt of the last financial year should be uploaded by the bidder.
9.	The bidder should have Goods and Services Tax Registration Number.	Copy of GSTIN Registration having 15-digit alphanumeric GSTIN Registration Number/provisionally issued GSTIN is to be uploaded.

10.	The bidder should be regularly filing his Income tax.	Copy of PAN card and copy of cancelled cheque.
11.	The bidder should not be currently debarred by any Government organization or ESIC.	An affidavit in Annexure I on non-judicial stamp paper should be uploaded by the bidder stating that the supplier is not currently debarred by any Government organization including ESIC.
12.	The bidder has worked with any government organization for providing medical facilities/government hospital for last two years.	Experience certificate with Govt organization/DCBO/Dispensary/Establishment providing Drugs/medicines of at least 3 years in the last 7 years.
13.	The bidder must comply to all statutory norms including Fire Safety of the premises of the Shop.	Upload Fire Safety document from Govt. Authority/ Fire department.
14.	The bidder must be having a shop during last 3 years.	Ownership record/ land deed / rent agreement

CHECK LIST OF DOCUMENTS

Sr. No.	Check list	Upload Scanned Copy (online)
1.	Original Tender document signed on all pages with stamp	Required
2.	Bidder profile. Copy of Valid Partnership deed/ GPA with Affidavit/MOA in case of Company/ Declaration of proprietorship.	Required
3.	Valid Drug license issued by State Drug Controller (attach attested photocopy)	Required
4.	Non-conviction certificate from the State Authority or Drug Controller against the firm during the last three years, issued six months before publishing of this tender.	Required
5.	Valid Proof of business/shop { Shop & Establishment Act Registration Certificate } in Mandi.	Required
6.	Copy of Experience certificate of Empanelment with a Government Hospital / Govt organization for supplying Drugs & Dressing for at least 3 years during last 7 years (The certificate should be on the letter head of government organization.)	Preferred
7.	Statement of Annual accounts for the last three years i.e. FY 2020-21, 2021-22 & 2022-23 containing audited balance sheet, profit and loss accounts statement and annual turnover duly certified by chartered accountant (Annual turnover towards sale of drugs and dressings of the bidder should not be less than 10 Lakh)	Required
8.	Copy of PAN card.	Required
9.	Self-attested photocopy of latest and valid GST registration certificate	Required
10.	Copy of cancelled cheque	Required
11.	Fire Safety Certificate of premises from Govt. Authority.	Required
12.	Qualified Pharmacist working at the shop. (Certificate issued by Govt. Authority)	Required
13.	Valid Registration certificate of qualified Pharmacist.	Required
14.	Copy of valid Ownership documents of retail premises/Rent Deed Agreement.	Required
15.	Annexure-1(Affidavit)/, Annexure II, Annexure III	Required

No need to be submit Hard copies. Only 07 pdf files could be uploaded online in technical bid, therefore bidders are advised to club multiple documents in each pdf. All above mentioned documents are to be essentially uploaded failing which the bid shall be rejected on technical grounds.

GENERAL TERMS & CONDITIONS

1. Preparation of tender:

The entire tender form should be retained and no page should be detached.

The quotations shall remain open for acceptance for 60 days from the date of publication of E-tender.

If required this office may ask for extension of validity of bid/NIT for a reasonable period.

2. Signing of tenders:

a) The tender is liable to be summarily rejected in case of incomplete information / non- submission of relevant documents asked for in the schedule to the tender.

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 clear legal authority to refer disputes to arbitration.

iii) Constituted attorney of the firm, if it is a company.

Note: -

i) In case of B 2(ii) 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 all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

ii) 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.

iii) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to have 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.

iv) 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. 100/- (as per annexure I). 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.

3. Submission of tender:

Only online submitted Bids/Tenders through portal <https://eprocure.gov.in/eprocure/app> will be considered. Hard Copy/Offline submitted Bids/Tenders will not be considered. Relaxation to be given for eligible bidders as per Govt. of India MSME guidelines/rules.

4. Latest hours for receipt of tender:

a) All tenders must be uploaded till 19.03.2024, 10:30 AM. The technical Bid will be opened on 20.03.2024 at 11:00 AM. In case 20.03.2024, is declared a holiday, then the tender will be opened on the next working day at the same time & venue.

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

5. Price:

The quoted price should be inclusive all excise duty, surcharges, GST, packing & delivery charges etc. as stipulated in the Schedule. Discount should be quoted in whole numbers and not in decimals, fractions and range. Rates should be quoted in words & figures.

6. Terms of Delivery:

As specified under 'Specific Terms & Conditions'.

7. Right of acceptance:

The purchaser does not pledge himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender which shall be supplied at the rates quoted.

8. Acceptance of tender:

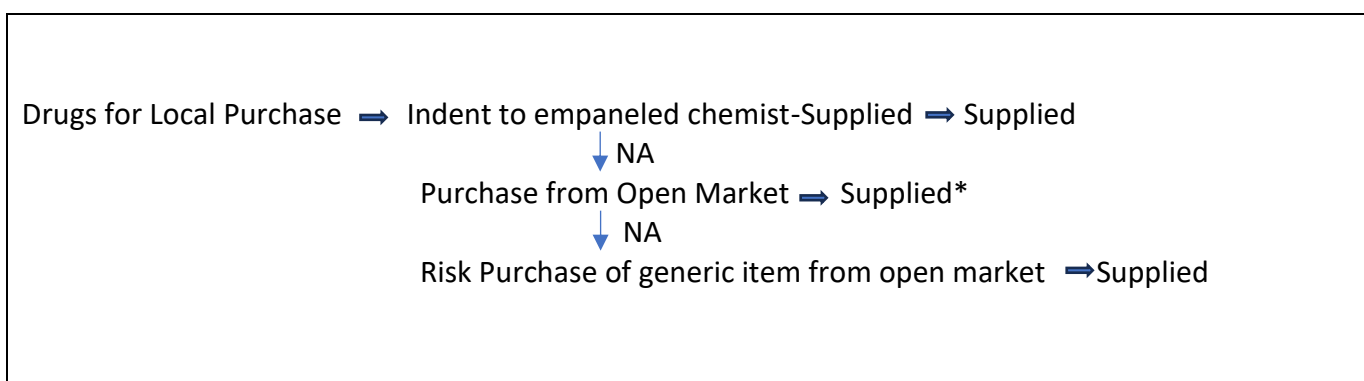
The formal acceptance of the tender will be communicated to the successful tenderer for immediate implementation.

9. Agreement:

The successful tenderer must submit the acceptance letter to Deputy Director (Incharge), ESIC, Regional Office, Housing Board Phase-1, Sai Road, Baddi (H.P)- 173205 subsequent to which the contract will be executed through an agreement on stamp paper of Rs. 100/- only.

10. Period of Contract:

The contract will be valid for two years initially, which can be extended further for one additional year after assessment of performance & mutual consent of both the parties on same terms, rate and conditions.



*In case, empaneled chemist fails to supply the item(s), the same will be procured from open market and the difference in cost will be deducted from the upcoming bills/performance security deposit of empaneled chemist as the may be.

In case of repeated refusal by local chemist(s) to supply the medicines to the DCBO or irregular supplies, it will be considered as breach of terms and conditions of contract and may entail for cancellation of contract and forfeiture of performance security.

11. Agreement:

The successful tender(s) must submit the acceptance letter to Deputy Director (Incharge), ESIC Housing Board Phase 1 Sai Road Baddi Distt Solan (HP) subsequent to which the contract will be executed through an agreement on stamp paper of Rs. 100/- only.

12. Period of Contracts:

The contract will be valid for two years initially, which can be extended further for one additional year after assessment of performance & mutual consent of both the parties.

13. Parallel Contract:

DD (I/c) ESIC RO Baddi (HP) reserves the right to enter into parallel contract simultaneously or at any time during the period of contract with one or more Chemists to ensure delivery of services in continuous manner in the interest of patients.

**Deputy Director (Incharge)
ESIC Regional Office Baddi (HP)**

Specific Terms & Conditions

1. Period of contract:

The contract will be valid for a period of two years from the date of commencement unless short closed before that by DD (I/c) at his/her discretion. However, the contract can be extended for one additional year depending upon the performance & mutual consent of both the parties.

2. Acceptance of Tender:

The Acceptance of tender will be on the basis of **Maximum discount** offered by the local chemist(s) 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 of e tender). The chemist will be paid on M.R.P less discount (GST/VAT or any other levy tax on packing and the delivery charges will be borne by the chemist). Tampering on the printed M.R.P of the manufacturer by the Local Chemist(s) by use of stickers or by any other means will not be accepted.

0.4 weightage points will be given to the discount on branded items and 0.6 weightage points will be given to the discount on generic items for comparison of rates during evaluation of bid. The Item will not be considered branded if other companies are providing the same drug in generic form or cheaper rates unless the DCBO has placed demand for a particular brand. Items like Bandage, Gauze, Cotton, Disposable Syringes, I.V sets and other surgical consumables will be treated as generic and discount will be applied accordingly and separately.

Rates/Discounts to be quoted as a whole number & not in Decimals/Range/Fractions.

3. Performance security:

In case of selection, the local chemist will be required to deposit a Performance Security in the form of bank guarantee of **Rs. 35,000/ (Rupees Thirty-five thousand only) valid for 90 days beyond the term of the contract** in favour of "Regional Director, ESIC, Regional Office, Housing Board Phase-1, Sai Road, Baddi (H.P)- 173205" along with unconditional acceptance letter within 7 days of receiving an offer letter. Security deposit will be refunded after satisfactory performance of contract and no interest will be paid on that. In case of extension of contract, the Performance Security should be renewed to ensure that it remains valid up to 90 days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

FORFEITURE PERFORMANCE SECURITY

1. Debaring from Future tenders

The bidder withdraws his bid during the period of bid validity after opening of E- tender.

- a) It is found during the bidding process that factual information is being suppressed, then the bidder will be debarred from further participation.
- b) The successful bidder fails to unconditionally accept the contract within one week of receipt of offer letter, and sign the Contract within a maximum of 14 days of unconditional acceptance of the contract.
- c) The successful bidder fails to deposit the Performance Security as specified in the tender document and within the time frame specified.

2. **Performance Bank Guarantee will be forfeited** along with termination of contract, and may be black-listed for future, if:
- a) The successful bidder fails to abide by the terms and conditions of the contract.
 - b) It is found any time during the contract period and till 90 days of validity of Performance security that any factual information related to the contract has been suppressed by the contractor or false, forged or fabricated documents have been submitted or some facts have been concealed.
 - c) The Chemist is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
 - d) The medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
 - e) The Chemist stops the delivery of services without giving 30 days prior notice.
3. Local chemist(s) **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.

4. **Inspection of bidder's premises**

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfilment of eligibility, the premises of bidders may be inspected by a team of officers led by an officer/ an officer of ESIC for:

- a) Physical verification of location of the shop/center within the prescribed limits.
 - b) Verification of original documents of those uploaded earlier during the bid.
 - c) Availability of proper cold-chain maintenance facilities, and power backup systems.
 - d) Assess availability of adequate stock of medicines and financial viability etc. before opening the Commercial Bid.
5. Local Chemist(s) will **maintain sufficient stock of the standard quality of medicines** (desirable also medicines and surgical consumables used for super-specialty procedures) at all time to avoid inconvenience to the ESI beneficiaries. The local Chemist(s) will also maintain sufficient stock of generic drugs/items manufactures by generic division of the reputed/leading manufacturers of drugs as well as branded drugs.
6. Local Chemist(s) will indicate batch number, name of manufacturer and expiry date on indents at the time of supplying of drugs.
7. Indents are to be accepted duly countersigned by the IMP in-charge/designated officer of the store. In his/her absence, the signature of any other officer authorized may be accepted.
8. **Life Period:**
The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturing at the time of supply.
9. **Packing:**
Supplies are required to be made in original packing of manufacturer and in only available packing at recommended temperature range (cold chain to be maintained in transit), approximately nearest to the total quantity demanded for any medicine/drugs, on any particular day.

10. Collection of Indents for Supply:

Indents on the basis of which supplies are to be made should be collected by the chemist(s), or his representative every working day (Monday to Friday at 3:00 PM & Saturday at 12:30 PM). The chemist(s) or chemist's representative will sign the indent issue Register in the main store of the DCBO as proof of having attended the DCBO. The supply of Medicine is to be done within 24 hours of placing indent. In case of urgent need, local chemist(s) will supply the drugs to DCBO on supplementary indent to the designated medical officer in the DCBO. In case of emergency, requirement of life saving items/drugs have to be supplied through telephonic order by the IMO I/c DCBO Mandi at the earliest (depending upon the type of emergency documents by treating doctor and acceptable waiting time) but not later than 2-4 hours and necessary formalities will be done on the following day. For this purpose, local chemist(s) should be available 24x7 by phone/email.

11. Invoice:

Medical Store of the DCBO will fill all the four copies of the medicine cum indent form and will retain one copy for office use and send three copies to local chemist(s) who after filling the remaining required columns in the medicines cum indent form will return back all copies along with medicines to the medical store of the DCBO. At the end of the fortnight, local chemist(s) will submit the two copies for payment to DCBO I/c along with summary of medicines cum indent forming a serially numbered printed invoice. The one copy will be retained by the local chemist(s) for his office use.

12. Delivery of Supplies:

Date and time for delivery of store shall be deemed as the essence of this contract and **must be complied as specified**. The delivery of services will be made to the Medical Store DCBO Mandi as directed by 11:00 am on next day of collection of indents. On no account, should there be any delay or refusal by local chemist(s), in which case the DCBO can make alternative procurement at risk and expenses of the panel chemist(s) which means the purchase will be done from the chemist next in preference/open market and the excess money paid will be deducted from the bills of chemist(s) on panel.

13. Quality of Medicines

The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is sub standard or spurious, the local chemist(s) will be liable to be blacklisted for a period of 3 years, for future participation in any ESI tender. Besides any other legal action as deemed fit will be taken. If for any unavoidable reasons beyond control, it is not possible for local chemist(s) to immediately supply the medicines and the DCBO is compelled to procure the same from other local chemist, extra expenditure on this account will be recovered from subsequent bill(s)/performance security deposit.

14. Risk Purchase:

IN case of failure of 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 DCBO, it shall be treated as 'non-compliance' and 'breach of contract' and the order in part shall be arranged / purchased from local market at the discretion of the DCBO competent authority and the difference in prices will be realized from the contractors with whom the contract is made by way of his subsequent/pending bills or security deposit.

15. Force Majeure Clause:

Force Majeure shall be applicable to both parties.

Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of Supplier.

16. Quality Control:

In case of a complaint regarding quality of any drugs by the local chemist, the drug will be sent for laboratory testing & the expenditure incurred on the same will be recovered from the subsequent bills of local chemist/performance security deposit.

- a) The contractor should give a declaration that medicines supplied for this contract shall be of the best quality and in accordance with the specifications 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 quality. On rejection, such article or a part 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 purchaser on that behalf will be final and conclusive.
- b) Item without printed MRP will not be accepted.
- c) Declaration regarding generic/branded nature of supplied will be the responsibility of local chemist(s) & found incorrect, it will be taken as breach of agreement & suitable action will be taken by the RD.
- d) ESIC Regional Office Baddi reserves the right to scrutinize at any time the original invoices of the supplies for verification of net trade price claimed by the Empaneled Chemist(s).

17. Presentation of bill:

The contractor shall present his bill for each fortnight's supply within ten days of closing of each respective month.

- a) The bill shall be in the physical form and serially numbered invoice/credit bill with the name and address of the chemist and GST Registration Number printed there on.
- b) 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.

18. Period up to which supply orders will be placed:

Supply order will be placed against the contract up to the last date of contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

19. System of Payment:

- a) DCBO shall only follow the ECS mode of payment.
- b) Bills shall be complete & without errors to prevent rejection /cancellations/delay in processing.
- c) Bills are to be submitted in triplicate copies. Bills should be pre-receipted with revenue stamp wherever necessary. All cuttings/overwriting to be duly attested.
- d) The contractor shall claim payments twice a month. No claim shall be made by the Contractor 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.

20. Termination of Contract:

The ESIC RO, Baddi reserves the right to terminate the contract in case of breach of contract in any way after serving one-month notice.

21. Acceptability of Branded Drugs: -

Branded drugs demanded should be supplied of the same brand or any other reputed company, acceptable to the doctor-in-charge medical store otherwise the different brand will not be accepted and returned and the same will be purchased from the market at the risk and cost of the chemist.

22. Undertaking for Branded Drugs:

As per MCI regulations, generic drugs shall always be the first preference. In case branded drugs are supplied against generic, the chemist should always submit an undertaking "No Generic Substitutes are available for the same", enquiry of which may be done anytime from the open market. In case, the same is found to be false, action as per clause 13 of the tender document will be implemented.

23. Indemnity:

The successful bidder shall indemnify the ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the successful bidder in execution of or in connection with the work of this contract and against any loss or damage to the ESIC in consequence to any action or suit being brought against the successful bidder for anything done or committed to be done in the execution of this contract. The successful bidder will abide by the job safety measures prevalent in India and will free the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. The ESIC may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the successful bidder or single in case the latter chooses not to defend the case.

24. Arbitration Clause:

In the event of any dispute or difference arising under these conditions or any special conditions of contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions, the same shall be referred to the sole arbitration of the Deputy Director (Incharge), ESIC Regional Office, Baddi or some other person appointed by him/her. There shall be no objection that the arbitrator is a Government/Corporation servant and that he had to deal with matters to which Contract relates or that in the course of his duties as Govt. / Corporation servant, he had expressed views on all or any of the arbitration disputes or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

25. Terms of Arbitration:

The subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Work under the contract signed at, shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be with-held, on account of such proceedings. The venue of the arbitration shall be The courts at Nalagarh Distt. Solan (HP)

26. Dispute Settlement: -

All the disputes relating to Rate Contract shall be subject to the territorial jurisdiction of The courts at Nalagarh Distt. Solan (Himachal Pradesh)

Note: Every page of this document should be signed and stamped by Authorized Signatory (Tenderer)

**Deputy Director (Incharge)
ESIC RO Baddi (HP)**

Following method shall be used to calculate maximum Discount offers by a bidder:

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

Sr. No.	Item	Factor (F)	% Discount Offered
1	Branded Drugs & Dressings	0.4	(A)
2	Generic Drugs & Dressing	0.6	(B)

(The above box is for depiction of calculation only. No rates are to be filled on this form. The Bids mentioning rates in the box above shall be summarily rejected)

Formula for calculation of total discounts= $(0.4*A) + (0.6*B)$

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.

Note:

All indents shall be placed with empaneled chemist, however in case empaneled chemist fails to supply the order within stipulated time, the purchase will be done from local market at the risk and cost of empaneled chemist.

ANNEXURE – I

Declaration of Bidder (On affidavit of Rs. 100/- non-judicial stamp paper duly attested by oath commissioner)

TO BE UPLOADED

From: Name
Complete address of the bidder
With Phone/ Fax, Mobile No & E-mail Address.

To

Regional Director,
ESIC Regional Office, Baddi.

Dear Sir/ Madam,

1. I/We(name)_____ contractor/
partner/soleproprietor(strikeoutwhicheverisnotapplicable)of(firms)
_____solemnly affirm to the fact that the
individual firm/ companies are not blacklisted/terminated/debarred by any organization/body or
any partner or shareholder thereof and are not directly or indirectly connected with or has any
subsisting interest in business of my/our firm.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept
them.
3. I / we are fully aware of the nature of medicines/drugs/consumables required and my / our offer is
to supply the of medicines/drugs/consumables strictly in accordance with the requirements of
DCBO, Mandi.
4. I / we agree to arrange delivery of standard quality of medicines/drugs/consumables required in
accordance with the referrals raised by DCBO, Mandi.
5. I / we agree that the delivery of aforesaid supply will comply with provisions of state Drugs &
Cosmetics Act, 1940 and rules made there under. I/we will ensure that the Drug License remain valid
during the tendering process and during period of the contract with ESIC.
6. My / our agency has not been convicted by the State Drug Authorities and no case is pending under
same.
7. I/We hereby undertake that the rates offered by us, will be within the price ceiling fixed by National
Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake
that in case there is any down-ward revision by the NPPA, the same will be passed on to the ESI
Corporation from the effective date during the currency of the contract and in case of failure to do
so we are liable to be debarred from future ESIC Tender Inquiry for a further period of two years
along with recovery of excess payment made due to reduced rate.
8. I/We hereby undertake that none of my/our family member/(s) is/are employed/working in ESI
Corporation.
9. I/We hereby undertake that rates quoted shall be valid and binding upon me/us for the entire
period of contract.
10. I/We hereby undertake that no vigilance /C.B.I. /court case is pending against the firm.

11. I/We also undertake that:

- a) I/We have not agreed with my/our competitors about bids,
- b) I/We have not disclosed bid prices to any of my/our competitors,
- c) I/We have not agreed to join or collude with others in any form or manner what so ever, and
- d) I/We have not attempted to convince a competitor to rig bids.

Deponent

Address: -

I/We, do hereby, solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed.

Dated:

Deponent

ANNEXURE - II

Tender Acceptance Letter
(To be given on Company Letter Head)

Date:

To, _____

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work: -

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - III
Bid Security Declaration Form

Date: _____ Tender No. _____

To

Regional Director

ESIC Regional Office, Housing
Board Phase -1, Sai Road, Baddi.

1. I/We. The undersigned, declare that:
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) I have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on
_____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Annexure-IV)
Financial / Price Bid

Name of the Chemist Shop/Firm
Contact Number
Email ID
Address of the Chemist / Firm

Sr.	Items	Factor (F)	% Discount Offered
1	Branded Drugs & Dressings	0.4 (A)
2.	Generic Drugs & Dressing	0.6 (B)
Total Discounts		

Formula for calculation of total discounts= $(0.4*A) + (0.6*B)$

The tender will be awarded to the chemist offering maximum discount as per the above formula.

Note: Fill and upload this Annexure-IV in Financial Bid only.
Don't upload this Annexure-IV with the Technical Documents in the Technical Bid.

Signature and Stamp of Bidder