

बिड दस्तावेज़ / Bid Document
बिड विवरण/Bid Details

बिड बंद होने की तारीख/समय /Bid End Date/Time	10-12-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-12-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	Madhya Pradesh
वस्तु श्रेणी /Item Category	Local Chemist Empanelment Service
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DEAN, ESIC MEDICAL COLLEGE AND HOSPITAL
Madhya Pradesh, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Esi Fund Account No.1 Payable At Indore)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Jaikaran Yadav	452011,ESIC Model Hospital & ODC, Nanda Nagar, MR-9 Road,	10263238	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESI FUND ACCOUNT NO 1
payable at
INDORE MADHYA PRADESH

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

ESI FUND ACCOUNT NO 1
payable at
INDORE MADHYA PRADESH

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESI FUND ACCOUNT NO 1
payable at
INDORE MADHYA PRADESH

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Financial Breakup Format

Invitation of Two-Bid E-Tender for “Empanelment of Local Chemist” for ESIC Medical College & Hospital, Nanda nagar Indore

FINANCIAL BID

S. No.	Name of Item	Hypothetical Estimated value	Discount to be	Discount to be offered in words (%)
			Offered in figures (%)	
1	Allopathic Medicines, surgical consumables and laboratory items	1,02,63,238.00 (MRP Based)

Note: - The Financial bid should not attach with the technical bid. TO BE FILLED ON GeM PORTAL ONLY. The technically qualified bidder quoting the highest discount (L1) for the above-mentioned category of item would be considered for selection.



कर्मचारीराज्यबीमानिगम
(श्रमएवंरोजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour & Employment,
Govt. of India)



चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म.प्र.) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

Tender Reference Number- 18U/16/31/02/2011 ESIC MH VOL.-III

Date_

SCOPE OF WORK

1. Responsibility for Executing Contract:

- A. The supplier is entirely responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender. If the supplier fails in fulfilling above mentioned terms & conditions, such failure will constitute a breach of the contract and the Dean shall be entitled to make other arrangement at the risk and expense of the supplier & security deposit will be forfeited.
- B. Supplier shall not sublet, transfer; assign any part of the contract thereof without the written permission of the Dean. In the event of the contractor/ supplier contravening the condition, Dean is entitled to place the contract elsewhere on the contractor / supplier account at his risk and contractor / supplier shall be liable for any loss and damage which The Dean, E.S.I.C Medical College & Hospital, Nanda Nagar, Indore M.P- 452011, may sustain in consequence arising out of such replacing of the contract. The loss, if any, will be made good from the security deposit

2. Supplier will Supply Product (**Allopathic Medicines, surgical consumables and laboratory items**) of only those Manufacturers who have WHO GMP License, ISO Certification for packing, COA (Certificates for Analysis), COPP (Certificates of Pharmaceutical Product), FSC (free sale certificate). **Other** products will not be accepted. Repeated violation of the contract may lead to termination of the contract and forfeiture of security deposit.

3. Supplier will indicate M.R.P., Batch number, Name of Manufacturer, Manufacturing Date and Expiry date on each challan at the time of supplying the drugs to the Hospital.

4. Only those orders duly countersigned by the MS/Store In charge of the hospital are to be accepted. A specimen signature of MS/Store in charge of the hospital will be furnished to the tenderer. In his/ her absence the signature of any other officer duly authorized by the Dean will be furnished.

5. In case it is found that any particular drug/dressing has expired or is substandard or spurious, the tenderer will be liable to be debarred for a period of 2 years from future participation in any ESIC tender, besides any other legal action as deemed fit will be taken. If for any unavoidable reason beyond your control it is not possible for the Tenderer to immediately supply the drugs & dressings and the hospital is compelled to procure the same item from alternate source, the amount so incurred will be deducted from the next/pending bill. Under no circumstance the indented drugs & dressings shall be substituted. In case the indent is of branded item, substitute of the Brand will not be accepted.

6. The medicine in DPCO list will be purchased on DPCO rate only & if in case the medicine is supplied on a rate higher than DPCO rate then the hospital will deduct the extra amount of money & further necessary action will be taken on the supplier.

7. **Testing report** of supplied medicines/Item will have to be provided by the supplier on demand by hospital. It is compulsory.

8. Quality controls: -

- A. If any store/stores supplied against this rate contract are found to be not of standard quality on test analysis from approved laboratories and/ or on inspection by Competent Authority, the Supplier will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact the part/whole of the supplied stores may have been consumed.
- B. If the product is found to be "**Not of standard quality**" the cost of testing will be recovered from the supplier.
- C. If the supplier fails to replace the batch declared to be "**Not of standard quality**" or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the rate contract of the corporation and the loss, if any, will be recovered from the vendor.
- D. The supplier should give a declaration that the drugs & dressings supplied for this contract shall be of the **best quality** and in accordance with the specification as indented and if drugs/article are discovered not to conform to the description and the quality aforesaid have deteriorated, the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not conforming to the said description and quantity. On such rejection such articles or such 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 the condition of the contract or otherwise.

The decision of the purchaser in that behalf will be final and conclusive. Loss, if any, will be recovered from the vendor.

9. In case of urgent lifesaving drug/drug as prescribed by concerned specialist as very essential and lifesaving is to be supplied at the earliest (not later than 04 hours) that may be informed telephonically/email by this hospital.

10. In case, the purchaser is not satisfied with rate of particular item in local R.C. he/she has the option to approach another vendor

11. The bill shall contain the summary of the total amount for each day for the net amount claimed and supported by the acknowledged first copy of the indent with all the Columns duly filled in. Tampering of any kind in the bill shall not be accepted for payment.

12. The purchaser reserves the right to demand the original purchase invoice of the local chemist of the batches of generic and branded medicines supplied for verification of the net trade price claimed by the tenderer.



क॰रा॰बी॰नि॰
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour & Employment,
Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म॰प्र॰) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

Tender Reference Number- 18U/16/31/02/2011 ESIC MH VOL.-III

Date-

PAYMENT TERMS AND CONDITIONS (PTC)

1. Presentation of bill:

- A. The Supplier shall present his/her bill for fortnightly supply within ten (10) days of the closing of each respective fortnight of the month. If the local chemist fails to do so, ESIC will not be responsible for any delay in payment of the concerned bill and the local chemist will not represent against ESIC in any of the forum.
- B. The bill shall be in printed and serially numbered Invoice/Credit bill with the name and address of the chemist and GST, Registration Number and bank details (Name of the bank, bank account number & IFSC code) imprinted thereon, duly signed by chemist or his/her authorized representative.
- C. Supplier should indicate Name of the item, HSN code, Pack size, Mfg. date, Batch number, Expiry date, M.R.P, Quantity GST% and Trade Price (Actual Selling Price) for each item along with reference supply order No. with date on the invoice/bill presented for payment.
- D. The bill shall claim the summary of the total amount for each day for the net amount claimed and supported by the acknowledged first copy of the indent with all the Columns duly filled in. Tampering of any kind in the bill shall not be accepted for payment.
- E. The purchaser reserves the right to demand the original purchase invoice of the local chemist of the batches of medicines supplied for verification of the net trade price claimed by the tenderer.

2. **Payment:** The Supplier shall claim payments in respect of outstanding bills prescribed in complete forms and payments through ECS/ RTGS system. Payment against the bill sanctioned in prescribed format will be made within 4-6 weeks from the date of presentation. However, no claim shall be made by the tenderer 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.

(Note: -Supplier's Bank name, Account no., IFSC code, MICR code must be imprinted on each invoice.)



क॰रा॰बी॰नि॰
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour & Employment,
Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म॰प्र॰) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

Tender Reference Number- 18U/16/31/02/2011 ESIC MH VOL.-III

Date-

DELIVERY TERMS AND CONDITIONS

1. Life Period: -

(a) The shelf life of drugs /items supplied should not have passed more than half of shelf life from the Date of Manufacturing, and Date of Expiry should be mentioned at the time of supply.

(b) The items supplied should be of latest batch and Date of Manufacturing, and Date of Expiry should be mentioned clearly on it at the time of supply.

2. **Packing:** Supplies are required to be made in original packing of manufacturer and in only available packing approximately nearest to the total quantity demanded for any particular medicine/drugs on any particular day. All containers are required to be secured with pilfer-proof seals to ensure genuineness of the products packed.

3. The supplier must ensure the supply of NRx drugs used for the anesthesia& ICU purpose.

4. The Dean/Authorized Person of the Hospital will fill all the four copies of the medicines cum indent form in a single stroke and will retain one copy for office use and send three copies to Tenderer who after filling the remaining required columns in the medicines cum indent form will return back one copy along with drugs & dressings to the Medical Supt. /Authorized Officer of the hospital. At the end of the fortnight, the Tenderer will submit one copy for payment to the Medical Supt. /Authorized Person along with the summary of drugs & dressings cum indent form in a serial-numbered printed invoice. One copy will be retained by the Tenderer for his/her office use.

5. **Delivery of supplies:** -The delivery of supplies will be made on **the SAME day** of the collection of the indents or at the latest by the next day (within 24 hours) **without fail** at the premises of the hospital indenting the supplies as desired. On no account should there be a delay/refusal by local chemist in which case the hospital would make alternative procurement at the tenderer's risk and expense.

6. In case of urgent lifesaving drug/drug as prescribed by concerned specialist as very essential and lifesaving is to be supplied at the earliest (not later than 04 hours) that may be informed telephonically/email by this hospital.

7. INSTRUCTIONS FOR INDENT COLLECTION AND SUPPLY OF ITEMS: -

- a)** The supplier and/or their authorized representative(s) will visit the Medical store section of this hospital daily on working days between 10.00 AM to 03.00 PM from Monday to Friday and between 10.00 AM to 12.00 PM on Saturday to collect the order of local purchase.
- b)** The Supplier/Suppliers' representative will sign in the purchase order register in the medical store of the Hospital as a proof of having attended the Hospital.
- c)** In case of the order placed by store on Saturday, the supply shall be made on the next working day and for "Emergency orders" supply will be made to the wards/Casualty as mentioned in the written requisition. In emergency and exceptional situations, items supplied outside office hours will be received by the officials of the casualty department (For this purpose a separate register will be maintained in the casualty dept.) but tenderer will ensure that the Challan/indent is re-verified in Medical store Department on the immediate next working day.
- d)** The supplier or his representative should be available/ approachable for 24 hours over phone for supply of all items. The contact telephone number, mobile number, Fax or E-mail must be provided to the hospital authority for such purpose.
- e)** During normal office hours, the Medical store section will receive the drugs, dressing, surgical and laboratory items etc. and will verify the "Maximum Retail Price" and other particulars and certify on the Challan/Indents as well as bills.



करावीनि
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour &
Employment, Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म०प्र०) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

ATC

Two Bid E-Tender for "Empanelment of Local Chemist" for ESIC Medical College & Hospital, Nanda Nagar Indore (M.P.) for a period of one (01) year

E-Tenders in prescribed form, under two Bid system, are invited by The Dean, ESIC Medical college & Hospital Nanda Nagar Indore (M.P.) on GeM Portal, for the supply of **Allopathic Medicines, surgical consumables and laboratory items** for items which are not available (NA) or not supplied by the suppliers (Rate Contract/GeM).

Table:1

S. No.	Name of the Contract	Estimated Value
01	Empanelment of Local Chemist For Allopathic Medicines, surgical consumables and laboratory items	Rs. 1,02,63,238.00 (Rupees One Crore Two Lakh Sixty Three Thousand Two Hundred Thirty Eight Only) Based On MRP.

The Dean
ESIC Medical College & Hospital
Nanda Nagar, Indore.



क॰रा॰बी॰नि॰
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोगजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour &
Employment, Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म॰प्र॰) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

Schedule of BID	As per GeM Document
Date and Time for Opening of Technical Bids	As per GeM Document.
Bid Security	Rs. 3,00,000.00
Performance Security Deposit (After finalization of tender in the form of Demand Draft/Banker's Cheque i.e.5% of contract value)	5% of contract value

List of Annexure in the Bid Document

Annexure	Description	Page No
Annexure I	Additional Terms & Condition	3-6
Annexure III	Mandate Form	7
Annexure IV	Experience Certificate	8
Annexure V	Undertaking on Non-judicial Stamp Paper	9-11
Annexure VI	Compulsory Scanned copy of documents to be uploaded	12



क॰रा॰बी॰नि॰
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोगजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour &
Employment, Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर,इंदौर (म॰प्र॰) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.inwww.indorehospital.esic.gov.in

Annexure I

ADDITIONAL TERMS & CONDITIONS

1. Tenderer are requested that before quoting their rates or uploading tender, the tender document may please be read thoroughly (line by line) otherwise purchaser will not be held responsible for any error / oversight by the tenderer.

2. For Submitting Bid security and Performance Bank Guarantee all payments shall be made in the form of Demand Draft/Banker's cheque in favor of ESI FUND A/C No.1 payable at Indore Madhya Pradesh. No other form of payment will be accepted by this office.

3. (A) You are requested to get participated in the Bid through GeM Portal for "Empanelment of Local Chemist for supply of various **Allopathic Medicines, surgical consumables and laboratory items.**

(B) The rates quoted in vague, ambiguous & indefinite expressions such as "subject to immediate acceptance", "subject to prior sale", "freight on actual & exemption eligibility applicable to the Hospital & shall advise the purchaser & quote accordingly basis" or "packaging/forwarding extra" will render the bid for rejection irrespective of its gradation in r/o lump sum prices quoted. Bidders in their own interest shall ascertain the eligibility of whatsoever concession. No 'C' or 'D' form is to be issued by this office.

4. The Dean, E.S.I.C Medical College & Hospital, Nanda Nagar, Indore M.P- 452011, does not pledge himself /herself to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the supply at the **rate quoted** by you.

5. Acceptance by the purchaser shall be communicated in due course.

6. The tenderer shall give full information as may be required in connection with the supply of Medicine to the Dean or any other officer nominated by him/her to inspect the premises of the tenderer at all reasonable times.

7. Signing of tender-

A. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery & also to the particulars referred to in the condition of contract so as to comply with them.

B. Individuals signing tender or other documents connected with the contract must specify:

- Whether signing as a 'Sole proprietor' of the firm or his Attorney?
- Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
- Whether signing for the firm 'per procreation'.

C. In the case of companies and firms registered under the Indian Companies Act, the capacity in which signing e.g. Secretary, manager, and partner etc., or their attorney must be clearly mentioned and produce copy of documents, empowering him/her to do so, if called upon to do so.

8. All tenders shall remain valid for acceptance for a period of 06 months from the date of opening of the tender or for such period as stated in special terms & conditions.

9. Quotation qualified by such vague and indefinite expression such as “subject to immediate acceptance”, “**Subject to prior sale**” etc., or any condition given on tender will not be considered.

10. **Security Deposit:** On acceptance of the tender, within the period specified by the Dean, the supplier must deposit **5% of contract value (in Indian currency)** against the contract as security deposit/performance security. The security deposit shall be in the form of **demand draft/banker’s cheque** in the name of **ESI Fund Account No.1 payable at Indore Madhya Pradesh.**

11. The tenderer should submit self-attested copies of valid G.S.T.N, Drug License, PAN, TIN self-attested copies.

12. **Right to Accept / Reject:** - The hospital authority reserves the right to reject any or all tenders without assigning any reason whatsoever. Also, the hospital authority reserves the right to award any or part or full contract to any successful agency at its discretion & same will be binding on the tenderer.

13. Only technical bid shall be opened first & shall be referred to **Technical Evaluation Committee (TEC)**. The price bid of only those bidders whose Technical Bid is found acceptable by the Technical Evaluation Committee will be opened by **Price Evaluation Committee (PEC)** for further action.

14. Bidder must submit the following **Compulsory documents in the form of prescribed annexure format mentioned below along with desired documents mentioned in tender on GeM portal for technical evaluation.**

S. No.	Heading	Particulars	Page No.
1	Annexure III	Mandate form	7
32	Annexure IV	Experience certificate	8
43	Annexure V	Undertaking to be given on non-judicial Stamp paper of Rs.100	9-11
54	Annexure VI	Bidder Check list	12

15 (A) For all compulsory documents, please refer to Annexure- VI without which the offer is liable to be cancelled.

(B) The bidder must have a minimum experience of **Three years** in the field of local Trade of Drugs & Dressings with Government/Semi government hospitals of minimum Value of Rs. 25 lakh during last five years as on date of submission of bid. Offers only from Local Parties will be considered. Valid proof of experience certificate must be uploaded (**ANNEXURE IV**).

(C) The bidder must be in possession of valid **commercial /trade license** issued by competent authority/department and Participating bidders/ Firms will have to upload the same along with all compulsory documents as mentioned in **Annexure- VI**

(D) Valid proof of experience must be uploaded (Annexure-IV) on the letter head of Govt. Hospital duly signed and stamped by the competent authority.

(E) Participating bidder/firms must have average annual turnover of Rs. 50,00,000.00/- (Rupees Fifty lakh only) or more during of the last three financial years (2021-22,2022-23 and 2023-24). Participating bidders/firm will have to upload annual turnover duly certified by Chartered Accountant OR audited balance sheet, trading profit/loss statement by Chartered Accountant for last three financial years (2021-22, 2022-23 and 2023-24) in support of the annual turnover.

(F) In exercise of policy circular no. 1(2)(1)/2016-MA dated 10/03/2016 of Ministry of Micro, Small & Medium Enterprises of Government of India the following relaxation for Startups and MSE may be provided having valid registration certificate under related services submitted along with bid.

(F)1. Criteria of prior average annual turnover of Rs. 50,00,000/- may be relaxed to minimum average annual turnover of Rs. 25,00,000/- Rupees (Twenty five lakh Only) during any two of last three financial years (2021-22, 2022-23 and 2023-24). Participating bidders/ Firms will have to upload annual turnover duly certified by Chartered accountant or audited Balance Sheet, trading Profit/Loss statement by Chartered Accountant accordingly.

(F)2. Criteria of prior experience of 3 years may be relaxed to prior experience of one year in the field of local Trade of Drugs & Dressings with Government/Semi government hospitals of minimum Value of Rs. 10 lakh during last five years as on date of submission of bid. Offers only from Local Parties will be considered. Valid proof of experience certificate must be uploaded (**ANNEXURE IV**)

(G) The bidder/firms must have “No-conviction” certificate issued by State drug authorities which must be dated not more than 6 months prior to date of submission of tender by bidder/firms. Participating bidders/ Firms will have to upload “No-conviction” certificate along with all compulsory documents mentioned in **Annexure- VI**

16. The contract will be valid for a period of one year from the date of commencement of contract unless short closed before that by the Dean, ESIC Medical College & Hospital, Indore M.P, at his/her discretion. However, the contract will remain valid for an initial period of **one year** which is further extendable (as per **terms and conditions on GeM portal**).

17. ACCEPTANCE OF TENDER (PRICES): Criteria for acceptance and awarding the tender will be on fulfillment of technical conditions as well as offering of the maximum discounts on the items by the tenderer. Discounts should be quoted for following items-

- i) **Allopathic Medicines, surgical consumables and laboratory items.**

18. No overwriting or correction is permitted. The Tenderer will be paid on M.R.P. less discount and no other levy/tax will be paid by this office. Tampering on the printed MRP of the Manufacturer by the Tenderer by use of stickers or any other means will not be accepted. **Quoted discount will be treated as final.**

19. (i) L-1 will be decided on the basis of maximum discount quoted by the tenderer.

(ii) In the event of two or more bidder quoting the same maximum discount, the L1 will be decided by Auto run feature of GeM.

(iii) Contract will be awarded to L1.

20. Bidders will Supply Product (Allopathic Medicines, surgical consumables and Laboratory items only those Manufacturers who have WHO GMP License, ISO Certification for packing, COA (Certificates for Analysis), COPP (Certificates of Pharmaceutical Product), FSC (free sale certificate). **Other** products will not be accepted. Repeated violation of the contract may lead to termination of the contract and forfeiture of security deposit.

21. Tenderer will indicate M.R.P., Batch number, Name of Manufacturer, Manufacturing Date and Expiry date on each challan at the time of supplying the drugs to the Hospital.

22. Only those orders duly countersigned by the MS/Store In charge of the hospital are to be accepted. A specimen signature of MS/Store in charge of the hospital will be furnished to the tenderer. In his/ her absence the signature of any other officer duly authorized by the Medical Superintendent will be furnished.

23. GENERAL INSTRUCTIONS

- Employee's state insurance corporation staff & their family members should not apply for the tender. Their tender is liable to be rejected.

- Any firm/agency debarred/black listed from ESIC institution/any government institution/any government organization anywhere in India will not be considered and the tender will be summarily rejected.

- Tenderers who do not furnish attested and stamped documents as required will not be considered.

- Any discrepancy / mistake found at any stage of the bidding process would be subjected to further correction as per the direction of the Dean ESIC Medical College & Hospital Indore.

- The terms and conditions are subject to any further instruction from ESIC HQ New Delhi, and any other instructions from Govt. of India as applicable on ESIC Medical College & Hospital Indore. Decision of Dean in this regard will be final.

ANNEXURE- III

Mandate Form
(On Letter Head of firm)

Beneficiary's customer's option to receive payment through e-payment

1. Beneficiary name
2. Beneficiary address
3. Beneficiary account no.
4. Account type (S.B. Account/Current account for cash credit) with code 10/11/13
5. 9-digit code number of the Bank & branch Appearing on the MICR cheque issued by
6. Bank name
7. Bank name, Address, Telephone no.
8. IFSC (Indian financial service code)
9. Photocopy of cancelled cheque to confirm Correctness of IFSC code and account no.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is Delayed or not effected at all for reason of incomplete or incorrect information given by me as above, I would not hold the user institution responsible.

Dated _____

(_____)

Signature of the beneficiary/customer

It is certified that the particulars furnished above are correct as per our records.

Bank's stamp

Date _____

(_____)

Signature of the authorized/official

ANNEXURE- IV

**EXPERIENCE CERTIFICATE
(SHOULD BE ON THE LETTER HEAD OF GOVT. /SEMI GOVT. HOSPITAL)**

Date-

WHOM SO EVER IT MAY CONCERN

This is to certify that M/S _____ has provided satisfactory services to our hospital in the field of Local trade of Allopathic **Medicines, surgical consumables and laboratory items** (i.e. Supply of Allopathic drugs, dressing, disposable, surgical, and consumable and laboratory items) during the period _____ to _____ of Rs._____. Their performance during the entire period was satisfactory/good/excellent.

Signature

Name

Designation

Seal of Organization

Organization Name

ANNEXURE- V

UNDERTAKING TO BE GIVEN ON NON-JUDICIAL STAMP PAPER OF RS. -100/-

(Allopathic Medicines, surgical consumables and laboratory items)

TO:
The Dean,
ESIC Medical College & Hospital,
Nanda Nagar, Indore M.P

Dear Sir/Madam,

I Mr./Mrs./Miss..... authorized signatory of
M/S..... hereby undertake the following: -

1. I/We hereby offer to supply Allopathic Medicines, surgical consumables and laboratory items to your hospital as indicated in the tender document in the clause "Acceptance of Tender".
2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the Tender form and accept them.
3. I/We/ am /are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with the requirements.
4. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tenders.
5. I/We agree to arrange the supplies of articles as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid will comply with provisions of Drugs and Cosmetics Act, 1940 and rules made there under.
7. I/We agree to abide by the terms and conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We undertake and agree to abide that under any circumstances if my/our License of executing business is cancelled/suspended by any authority of state govt., my contract with ESIC will deemed to have been terminated automatically and my security deposit will be forfeited accordingly.
9. I/We undertake to replace the items supplied which are near expiry and slow moving as and when asked for.
10. I/We undertake to supply the Allopathic Medicines, surgical consumables and laboratory items manufactured by pharmaceutical companies having WHO GMP certification, ISO certification for packing, COA (Certificate of analysis), COPP (Certificate

of pharmaceutical product) & FSC (Free sale certificate)

11. I/we the undersigned certified that I have gone through the terms & conditions mentioned in the tender document including Annexure and undertake to comply with them.

12. It is certified that the rates quoted by me are the LOWEST quoted for any institution/Hospital in India.

13. I/We give the right to Dean, ESIC Medical College & Hospital, Nanda Nagar, Indore, M.P.-452011 to forfeit the security deposited by Me/Us, if any delay occurs on my/agents part or fails to supply the item at the appointed place & time and of the desired specifications.

14. I/we undertake that there is no case pending under Drugs and Cosmetics Act 1940, rules 1945 there under as well as Drug Price Control Order (DPCO) against me/us or my/our firm during the last three years before date of submission of bid.

15. I/we further undertake that "No-conviction" certificate submitted by me/us will be subject to satisfactory verification from issuing authority /department failing which Dean, ESIC Medical College & Hospital, Indore shall be at liberty to terminate the contract forthwith upon receipt of such information besides black listing of my firm from participating in any tender in ESIC for three years from date of blacklisting.

16. There is no Vigilance or C.B.I. case / court case pending against our firm/ company.

17. On inspection, if any article is found not as per supply order & specifications, it shall be replaced by me/us in time as asked for to prevent any inconvenience at my / our own expenses.

18. I/We undertake three years' experience certificate in Annexure- IV submitted by me if found to be false at any time during currency of contract, I give full right to Dean to cancel my contract.

19. I/We understand that Dean, ESIC Medical College & Hospital, Nanda Nagar, Indore, M.P. 452011 has the right to accept/ reject any or all the tenders, without assigning any reasons thereof.

I/We upload following documents/certificates in respect of information furnished in the bid/ Performa: -

1. Self-attested copy of valid Drug License for retail chemist as per drugs & cosmetics Act is uploaded.

2. Copy of latest GST registration certificate, PAN/TIN registration certificate.

3. Bank Mandate Form as per **Annexure -III**.

4. Annual turnover of Rs. 50,00000.00/- (Rupees Fifty Lakhs only) or more duly certified by Chartered Accountant OR Audited balance sheet, Trading profit/loss account and income

& Expenditure statement of the firm for the last three years (i.e. 2021-22, 2022-23 and 2023-24).

5. Minimum Three years' Experience certificate issued by the Competent Authority of Government/Semi-Government Hospital in **Annexure -IV** format.

6. Undertaking to be given on Non- judicial stamp paper of Rs.100 as per **Annexure –V**.

7. Proof of address of Shop/ supply center/ firm in Indore

8. Firms registration certificate under shop's establishment act.

9. Valid Pharmacist Registration Certificate.

10. No conviction certificate issued by competent authority/department

11. Valid **commercial /trade license**

12. Bidder Check list as per **Annexure –VI**

I/we undertake that if any information is found to be false at any stage during the contract period, my/our tender/contract is liable to be rejected by the Dean, ESIC Medical College & Hospital, Nanda Nagar, Indore, without assigning any reason thereof.

(SIGNATURE)

(NAME & DESIGNATION OF THE TENDERER)

(SEAL OF ORGANIZATION)

Verification

I/we hereby undertake that information given above is correct to the best of my knowledge and belief and if found to be false at any stage during the contract period, my/our tender/contract is liable to be rejected by the Dean, ESIC Medical College & Hospital, Nanda Nagar, Indore, without assigning any reason thereof.

Signature of the Tenderer

(Signature and Seal of Notary
With full Name, Date and Stamp.)

ANNEXURE- VI
Bidder check List

Compulsory scanned copy of documents to be uploaded without which the offer is liable to be cancelled

S. No.	Description of Documents	Uploaded (Yes/No.)
1	Mandate form for e-payment purpose (Annexure-III)	
2	Experience Certificate (Annexure –IV)	
3	Undertaking to be given on Non-Judicial Stamp paper of Rs. 100/- (Annexure V)	
4	Valid Retail Drug license issued by licensing authority of State Food and Drug Administration.	
5	Valid GST Registration Certificate.	
6	Valid PAN/TIN no. Registration Certificate.	
7	Proof of Address of shop/ supply center/ firm in Indore	
8	Firm's Registration Certificate under Shop & Establishment act	
9	Valid Pharmacist Registration Certificate	
10	No conviction certificate issued by competent authority/department	
11	Annual turnover of Rs.50,00,000.00/- (Rupees Fifty Lakhs Only) or more duly certified by Chartered Accountant OR Audited balance sheet and Trading, profit/loss account of the firm for the last three years (i.e. 2021-22, 2022-23 and 2023-24) and for MSE as specified in tender documents.	
12	valid commercial /trade license issued by competent authority/department	
13	Bidder check list (Annexure VI)	

Signature & Seal of Tenderer with Address



कर्मचारी
ESIC

कर्मचारीराज्यबीमानिगम
(श्रमएवंरोजगारमंत्रालय, भारतसरकार)
EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour & Employment,
Govt. of India)



सत्यमेव जयते

चिकित्सामहाविद्यालयएवंचिकित्सालय
Medical College and Hospital
नन्दानगर, इंदौर (म.प्र.) - 452011
Nanda Nagar, Indore (M.P.) - 452011
Email: dean-indore.mp@esic.gov.in (College)
ms-indore@esic.nic.in (Hospital)
Website:
www.esic.gov.in www.indorehospital.esic.gov.in

Additional Service Level Agreement

1. **A).** Irregular supplies/failure to fulfill the terms of contract may entail closure of contract and forfeiture of security deposit.
B). In case it is found that any particular drug has expired or is substandard or spurious, the tenderer will be liable to be debarred for a period of 2 years from future participation in any ESIC tender. Besides any other legal action as deemed fit will be taken. If for any unavoidable reason beyond your control it is not possible for the Tenderer to immediately supply the drugs & dressings and the hospital is compelled to procure the same item from alternate source, the amount so incurred will be deducted from the next/pending bill. Under no circumstance the indented drugs & dressings shall be substituted. In case the indent is of branded item, substitute of the Brand will not be accepted.
2. **In case, the Purchaser is not satisfied with rate of particular item in local R.C. he/she has the option to approach another vendor.**
3. The medicine in DPCO list will be purchased on DPCO rate only & if in case the medicine is supplied on a rate higher than DPCO rate then the hospital will deduct the extra amount of money & further necessary action will be taken on the supplier.
4. **Testing report** of supplied medicines/Item will have to be provided by the supplier on demand by hospital. It is compulsory.
5. **Quality controls: -**
 - A. If any store/stores supplied against this rate contract are found to be not of standard quality on test analysis from approved laboratories and/ or on inspection by Competent Authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact the part/whole of the supplied stores may have been consumed.
 - B. If the product is found to be **"Not of standard quality"** the cost of testing will be recovered from the supplier.
 - C. If the supplier fails to replace the batch declared to be **"Not of standard quality"** or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the rate contract of the corporation and the loss, if any, will be recovered from the vendor.

D. The supplier should give a declaration that the drugs & dressings supplied for this contract shall be of the **best quality** and in accordance with the specification as indented and if drugs/article are discovered not to conform to the description and the quality aforesaid have deteriorated, the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not conforming to the said description and quantity. On such rejection such articles or such part in thereof as the purchaser may decide, will be replaced forthwith failing which the supplier will be deemed to have committed a breach of the condition of the contract or otherwise. The decision of the purchaser in that behalf will be final and conclusive. Loss, if any, will be recovered from the vendor.