# ESIC

## E-TENDER ENQUIRY FORM FOR RATE CONTRACT No. 173

## FOR SUPPLY OF DRUGS/MEDICINES

## CONTENTS



**EMPLOYEES' STATE INSURANCE CORPORATION**
**ROOM NO. 312 & 321, HQrs. OFFICE, PANCHDEEP BHAWAN**
**C.I.G. ROAD, NEW DELHI – 110 002**

**INDICATIVE CRITICAL DATE SHEET**

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| **Date of Publishing** | **12.03.2026** |
| **Bid Document Download Starts** | **13.03.2026** |
| **Bid Submission Starts** | **13.03.2026** |
| **Bid Submission Ends** | **15.04.2026 upto 10:00 AM** |
| **Bid Opening Date** | **16.04.2026 at 02:00 PM** |

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

मुख्यालय/HEADQUARTERS'
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E-Tender Enquiry No. U-25/12/170-174/2025-Medical.V (E-1234667)/173 Dated: 12.03.2026

**On behalf of the Director General, Dy. Medical Commissioner (RC) invites online e-Tender Enquiry No. U-25/12/170-174/2025-Medical.V (E-1234667)/173 for DG ESIC Rate Contract No. 173 for supply of Drugs for use of ESI institutions all over India, through e-procurement portal of NIC – https:// eprocure.gov.in.**

## 1. SUMMARY OF DG-ESIC RATE CONTRACT NO. 173.

I. It is proposed to enter into a Running Rate Contract with pharmaceuticals firms which fulfill the eligibility criteria approved by ESI Corporation for supply of drugs enumerated in the Drug Schedule annexed. The eligibility criteria have been given in the terms and conditions. Pharmaceutical Firms intending to participate in the tender for formulation of Rate Contract should first ensure that they fulfil all the eligibility criteria as prescribed under the terms and conditions; otherwise the tenders shall be summarily rejected.

II. The Rate Contract shall be governed by the terms and conditions enclosed with this Tender Enquiry and no modifications / alterations etc. are allowed in any case. If any modifications /alterations are proposed or any other condition is advanced by the bidder, it shall be ignored and the bid shall be disqualified.

III. Bidder is therefore advised to bid only if the terms and conditions as prescribed by ESI Corporation are acceptable to them in its entirety and they fulfill all the eligibility criteria.

IV. To participate in e-tender, bidder should register at ***https://eprocure.gov.in.*** The biddersshould complete all stages of online bid submission through e-procurement portal of NIC i.e. ***https://eprocure.gov.in***. 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.

V. Evaluation & finalization of Rate Contract shall be based on 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 documents submitted by the bidder may lead to disqualification of the bidder and shall be the sole responsibility of the bidder.

***V (a) Tender bid is invited directly from Manufacturers in India falling only under category described as Class-I Local Supplier and Class-II Local Supplier as prescribed in order no. 31026/65/2020-MD dated 30.12.2020 from Department of Pharmaceuticals except for drugs/medicines exempted vide OM No F.4/1/2023-PPD(pt.) dated 09.08.2024 issued from Department of Expenditure (DOE), Procurement Policy Division, Ministry of Finance, Govt. of India.(as annexed) and any amendments thereof.***

***V(b) <u>Non Local Suppliers are eligible to participate ONLY for drugs/ medicines exempted vide OM No</u>* <u>F.4/1/2023-PPD(pt.) dated 09.08.2024 *issued from Department of Expenditure (DOE), Procurement Policy Division, Ministry of Finance, Govt. of India.(as annexed) and any amendments thereof.</u>***

*The validity of contract of approved Pharmaceutical firm having GTE (Global Tender Enquiry) exemption of approved drug/s shall be in the currency of Rate Contract or till date of exclusion from GTE List, whichever is earlier.*

*Further, it shall be the sole responsibility of the firm to mandatorily declare the GTE exemption status and the validity of GTE exemption for the quoted drug, wherever applicable. Failure to do so shall result in blacklisting of the firm from participating in prospective Rate Contracts (RCs) for a period of two years, along with forfeiture of the EMD/Performance Security, as applicable, in the participating tender enquiries.*

***Such participating Non-Local Suppliers shall annex the OM highlighting the exempted drug/s for which the bidder is participating.***

**Bid/s submitted by a Non-Local Supplier for drugs other than drugs which are exempted by *Department of Expenditure (DOE), Procurement Policy Division, Ministry of Finance, Govt. of India*, shall be summarily rejected.**

Considering that the registration of Make In India compliant firms is dynamic and in cases where participation of Make In India Compliant firm against a valid exempted item under the list is observed in the tender then as a principle, the Make In India clause shall prevail subject to the Make In India compliant firm meeting the eligibility criteria.

***V (c) <u>In addition to above, Eligibility of any bidder from a Country that shares a land border with India shall be governed by GFR 144(xi) (OM No. F.No.6/18/2019-PPD dated 23.07.2020 and</u>* <u>as per latest instructions issued vide OM No.F.7/10/2021-PPD dtd. 23.02.2023 and OM No. F.7/10/2021-PPD(1) dtd. 23.02.2023 and OM No.F.7/10/2021-PPD dtd 11.09.2023 *issued from Department of Expenditure (DOE), Procurement Policy Division, Ministry of Finance, Govt. of India.(as annexed) and any amendments thereof.</u>***

***V (d)<u>Distributors/agents/Third party manufacturers are not eligible to participate in the tender.</u>***

***V (e) <u>Participating Pharmaceutical firm must quote only one bid in one tender enquiry failing which all bids submitted by the same firm in the respective tender enquiry shall be summarily rejected and all respective EMD's in the respective tender enquiry shall be forfeited.</u>***

***V (f) It is Mandatory for all Participating Pharmaceutical firms to submit all affidavits with separate serial numbers within the bid and across different tender enquiries. All affidavits must bear the Tender Enquiry Number for which it is being submitted on the top.***

***It is mandatory that purchase date of all stamp papers should be after the date of publish of the Tender on CPP Portal. The date of signature of Authorised Signatory & Notarization should be after the purchase date of stamp paper.***

***Bids with duplication of affidavits (with same serial number) within the bid and across different tender enquiries shall be construed to be in violation of Code of Integrity and participating firm with all submitted bid shall be summarily rejected and action as per clause 2 (XIV) shall be implemented.***

***V (g) <u>One person as an Authorized Signatory can represent only one Pharmaceutical Firm in a Tender or across all Tenders for the same firm.</u>***

VI. The pre-bid meeting shall be conducted by the ESIC in the manner and procedure as prescribed. An Authority letter along with *<u>photo identity card</u>* shall be obtained from all the participant / representatives of the Pharmaceutical firms / bidders attending the pre-bid meeting w.r.t. the same.

VII. ***<u>If a bidder does not submit any query upto the date of pre-bid meeting, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained by ESI Corporation</u>.***

VIII. Bid validity shall be 270 days from date of opening of tenders. In case, bid validity is expired before the finalization of the tender, the Tender Inviting Authority may extend the same with the consent of the bidders.

IX. A SINGLE SEALED ENVELOPE:
The bidder shall put separate sealed envelopes for each of the following in a single sealed envelope:

1) Original Demand Draft/Banker's Cheque/Bank Guarantee/FDR of EMD as calculated. Provision of e-Bank Guarantee is under process, if the same gets functional the same will be intimated in due course.

***2)*** Original Label of all quoted drugs ***<u>bearing Drug manufacturing License No. (as quoted in the bid), Details of the manufacturer and drug composition. Photocopy/Laser printing of labels shall not be considered.</u>***

*(The bidders may submit the original label of all quoted drugs in any pack size, however, other description (strength of drugs) should be same as per Drug Schedule and the award item/drug should be supplied strictly as per uploaded DG-ESIC Drug Schedule on CPP Portal.)*

3) Original Integrity Pact as per Annexure "H", duly executed **on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized** duly signed by the authorized signatory of Bidder as 2nd party is to be submitted.

**<u>A single sealed envelope (containing above three envelops) superscribed</u>** with the **e-Tender for Rate Contract No. 173** duly completed and addressed to Dy. Medical Commissioner (R.C.) should be dropped in the tender box kept in R.C. Cell, Room No. 321, III Floor, ESIC Hqrs. Office, Panchdeep Bhawan, C.I.G. Road, New Delhi — 110002 on or before **<u>10:00 AM on dated 15.04.2026</u>** <u>During working hours.</u>

**It is mandatory that the above three documents are to be submitted in original, otherwise the bid shall be summarily rejected.**

X. ONLINE TECHNICAL BID:

The bidder should upload all the certificates / documents for the items tendered online in Technical Bid. The tender shall be liable to be rejected if all complete documents/certificates/annexures as specified in the tender enquiry are not uploaded/submitted in time.

XI. Online Technical Bid and a single sealed envelope shall be opened on **16.04.2026 at 02:00 PM** at the Vth Floor, Committee Room, Hqrs. Office, ESI Corp., C.I.G. Road, New Delhi — 110002 in presence of representatives of the Pharmaceutical firms having an authority letter for representation from the firm along with their photo identity proof in support.

XII. If the date of opening of tender/s is declared a public holiday, the tenders shall be opened on the next working day at the same venue and time.

**If financial bid or price details are submitted along with the technical bid, such bid shall be liable for rejection.**

XIII. PRICE BID ONLINE:

The Bidder has to fill Annexure 'P' online. Online Price Bid of only those bidders who are found technically eligible shall be opened. The communication through email shall be sent to the technically eligible bidders.

**In case a firm quotes NIL consideration/charges, such bid shall be treated as non-responsive and shall not be considered.**

**NOTE: -**

1) ***It is the sole responsibility of bidders to check the website(s) for further notifications / updates/corrigendum, (if any), onNIC e-Procurement portal -https://eprocure.gov.in & ESIC website – www.esic.gov.in issued by procuring entity. Any corrigendum/ addendum thus issued subsequently shall be considered as part of the tender document.***

2) ***It is the sole responsibility of the bidder to duly check that all the documents/ certificates/ annexure/ affidavits etc. are uploaded correctly and are legible to read.***

**Dy. Medical Commissioner (RC)**

## 2. EARNEST MONEY DEPOSIT

I. The bidder must submit Earnest Money Deposit (EMD) as calculated along with this tender in the form of Account payee Demand Draft/Banker's Cheque/FDR/Bank Guarantee.

The Demand Draft/ Banker's Cheque should be issued by any ***Scheduled*** *Commercial Bank only* ***(RBI approved list annexed with this tender enquiry)*** *in* favour of ESIC FUND ACCOUNT NO.1, payable at NEW DELHI.

The FDR/Bank Guarantee should be issued by any ***Scheduled*** *Commercial Bank only* ***(RBI approved list annexed with this tender enquiry)*** strictly in favour of **"The Director General, ESIC Hqrs Office".**

Cheque(s) shall not be accepted in any case.

II. Individual EMD for each drug has been indicated in drug schedule.

III. The total amount of Earnest Money Deposit to be submitted by each firm / bidder shall depend on number of items for which the bidder is quoting the rates. The total EMD amount shall be cumulative value of EMD amount indicated in drug schedule for the drugs for which the bidder is quoting the rates.

IV. **However, in all cases, a minimum EMD of ₹ 1 Lakh would be submitted by the participating pharmaceutical firm / bidder** i.e. even if the cumulative value of EMD amount indicated in Drug Schedule for the drugs quoted by the bidder is less than ₹ 1 lakh, then the bidder would have to submit the minimum EMD of ₹ 1 Lakh.

V. If a bidder submits an EMD which is less than that calculated as per clause 2 (III) above, the available EMD shall be adjusted for the items in order of the serial number of drug(s) quoted by the bidder till the EMD is exhausted. Bid for remaining item shall be treated non-responsive for want of EMD and part value of EMD remaining unadjustedshall be treated as excess value furnished.

VI. Please fill Annexure EMD.

**Example:**

If EMD for Drug A shown in the Annexure is M1, EMD for Drug B is M2 and EMD for DrugC is M3, then total EMD would be calculated as :-

| S. No. | Name of the Drugs Quotedby the bidder | Total EMD to be submitted by the bidder |
|---|---|---|
| 1. | A, B & C | M1+M2+M3 |
| 2. | A & B | M1+ M2 |
| 3. | B & C | M2 + M3 |
| 4. | C | M3 |

- **In all cases, a minimum EMD of ₹ 1 Lakh would be submitted by the participating pharmaceutical firm / bidder.**

VII. For the new items / molecules / drugs / chemical / off-patent formulations or where drug wise EMD is not specified, an **EMD** of **₹ 1 lakh** per drug should be submitted by the participating pharmaceutical firm.

VIII. Participating MSE Firms are exempted from payment of Earnest Money Deposit (EMD).

IX. For Demand Draft/ Bankers Cheque- the validity of the Earnest Money Deposit shouldbe 60 Days from the opening date of the tender. For FDR/ Bank Guarantee: The bid security is normally to remain valid for a period of 45 days beyond the final bid validity period (i.e 270+45 = 315 Days).

X. The EMD of the unsuccessful bidders shall be refunded to them within one month after the award of the contract. ***The bidder should submit a request letter & pre-receipt with revenue stamp affixed for the same at the time of bidding.***

XI. In case bidder withdraws his bid within its validity or fails to deposit performance security within the specified time after award of contract, the Earnest Money shall be forfeited and the bidder shall be *debarred for participation in tender enquiry of all ESIC institutions prospectively for a period of two years.*

XII. Earnest Money Deposit (EMD) deposited in previous Tender enquiries shall not be adjusted against this tender. The tenders submitted without earnest money deposit shall be summarily rejected.

XIII. E.S.I. Corporation shall not pay any interest on deposited EMD and shall stand credited to the E.S.I. Corporation Account.

XIV. **The bidder who submits false, forged, fabricated documents or conceals facts with intent to win over the tender shall be construed to be in violation of Code of Integrity as per the Tender Enquiry. The bids of such participating pharmaceutical firms shall be summarily rejected. EMD of such bidder shall be forfeited and the pharmaceutical firm shall be liable for debarring for a period of two years for participation in tender enquiry of all ESI institutions prospectively in addition to legal action as deemed fit.**

## 3. e-TENDER SCHEDULE

| | | |
|---|---|---|
| 1. | Period of availability of e-Tender Enquiry Document on ESIC website www.esic.gov.in and e-procurement portal of NIC- https://*eprocure.gov.in* | **12.03.2026 to 15.04.2026 upto 10:00 AM** |
| 2.. | Last date of online bid submission and manual submission of EMD, Labels & Integrity Pact. | **On or before 15.04.2026 upto 10:00 AM** |
| 3. | Pre-bid Meeting | **18.03.2026 at 02:30 PM**<br>At 5th Floor, Conference Room,<br>ESIC Hqrs Office, Panchdeep Bhawan,<br>C.I.G. Road, New Delhi – 110002 |
| 4. | Opening of Technical Bid | **16.04.2026 at 02:00 PM**<br>At 5th Floor Conference Room,<br>ESIC Hqrs Office, Panchdeep Bhawan, C.I.G.Road,<br>New Delhi – 110002. |
| 5. | Opening of Price Bid | Shall be communicated by Email to technically qualified bidders |
| 6. | Validity of Bids | 270 days from the date of opening of e-Tender |

*If the date of opening of tenders is declared a public holiday, the tenders shall be opened on the next working day at the same venue and time.*

## 4. TERMS AND CONDITIONS FOR GOVERNING THE RATE CONTRACT

I. This tender enquiry is for the purpose of executing Rate Contract for supply of Drugs in ESIC & ESIS Hospitals/Dispensaries and other medical institutions under ESI Corporation. The rates quoted and accepted by the Director General, ESI Corporation shall be valid for the quantities that may be purchased from time to time during the course of the contract.

II. Director General, Employees' State Insurance Corporation, New Delhi reserves the right to reject any or all offers including the lowest quotation without assigning any reason whatsoever. Director General, ESI Corporation, New Delhi shall also have the authority to accept bidder's offer in respect of any one or more of the items for which bidders may have quoted and his decision in this respect shall be final.

III. Director General, ESI Corporation reserves the right to invite separate quotations in his sole discretion, to effect purchases outside this contract in the event of any urgent demand where no stocks are held or otherwise. Director General ESI Corporation also reserves the right to foreclose/terminate Rate Contract for any drug and or all drugs of DG ESIC Rate Contract, at any time within the currency of Rate Contract.

IV. ESI Corporation shall be entitled to proceed against the participating pharmaceutical firm/bidder before the court of law or otherwise to protect its rights and remedies available under law.

V. Bidder need not sign or upload the tender document while uploading this bid. **However, their deemed acceptance of all terms & conditions of Tender Enquiry without any deviation must be submitted in Annexure C (affidavit) on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher duly signed by Authorised signatory and duly notarised additionally.**

VI. Bidder shall have to furnish documents in support of the information given in the tender. Original documents shall be submitted for verification as and when required. If the bidder fails to provide such original or in case of discrepancies in such documents, it shall be construed as a violation of Code of Integrity. Such bids shall be summarily rejected. In addition, the bidders shall be **liable for action as per clause 2(XIV).**

VII. The bids submitted by pharmaceutical firms which are currently under debarment/blacklisting by ESI Corporation/Order of Debarment across all Ministries/Departments issued from Department of Expenditure, Ministry of Finance, Govt. of India, shall not be considered by TEC for participation in ESIC Rate Contract till the period of debarring/blacklisting is over and they need not to apply. Pharmaceutical firms for which debarment/blacklisting is over as on the date of closing of tender can apply.

VIII. Any **drug quoted** by pharmaceutical firms which is under debarment/blacklisting by the ESI Corporation/Autonomous bodies/Govt. Institutions shall not be considered eligible for participation in ESIC Rate Contract. Pharmaceutical firms for which debarment/blacklisting is over as on the date of closing of tender can apply.

IX. Adherence to clause VII & VIII is mandatory for all participating pharmaceutical firms. Non-adherence to the same shall be **construed to be in violation of Code of Integrity as per the Tender Enquiry and shall be liable for action as per clause 2(XIV).**

X. In case of any attempt for cartelization by bidder with a view to hike up the prices, the respective bids shall be summarily rejected. In addition, the bidders shall be **liable for action as per clause 2(XIV)**.

XI. The bidder, if selected, shall have to supply drugs directly in the quantity ordered, to ESIC or ESIS Institutions. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons.

In case, at any stage of the contract, it is found that the approved pharmaceutical firm has appointed the distributors/dealers/third party agent for making supply or receiving of supply order against the contract, ESI Corporation shall initiate the following actions against the approved Pharmaceutical firm(s):

a. 100% forfeiture of Performance Security from the valid current all DG-ESIC Rate Contract(s).
b. Blacklisting for participation in the future tender enquiries for all ESI Institutions for a period of two years prospectively.

XII. Rate Contract shall be valid two years from the date of finalization of the contract, but in case of exigencies, period can be extended on same terms and conditions for a period as decided by ESI Corporation and mutually acceptable.

XIII. **Foreclosure:**

ESI Corporation also reserves the right to foreclose Rate Contract for any drug and or all drugs of DG ESIC Rate Contract, at any time within the currency of Rate Contract if procurement of such drugs is made available on GeM portal or in adherence to any statutory instructions issued by Administrative Ministry/Nodal Ministry/Govt. of India.

ESIC is in process of creating Rate Contract on GeM. The items for which Rate Contract is successfully awarded through GeM will stand deleted/kept as backup from this Rate Contract with immediate effect.

In case of foreclosure, EMD/ PBG of bidders, as the case may be, shall be returned back without accrual of any interest after the completion of recovery process and submission of No Dues from the users.

XIV. Rates for only such items, which can be supplied immediately on demand or latest within six weeks of the placing of supply order throughout of the period of contract as indicatedabove, may be quoted such that there are no instances of non-supply of the drug at ESI Locations.

XV. NOC for facility regarding import license for raw materials etc. shall not be given by the ESIC or ESIS Institutions.

## 5. ELIGIBILITY CRITERIA

I. **Valid Drug Manufacturing License / Import license**: Participating Pharmaceutical firm **must possess & submit a valid Drug Manufacturing License / Import license** for the period specified along with chronologically arranged attested copy of the thread of previous licenses (if changed/ extended/retained) and the **list of approved products** issued by the relevant Drug Authority (State Drug Controller/ Drug Controller General of India) for the drug /drugs.

a. Quoted drugs should be duly highlighted and marked with Item Code numbers of the Drug Schedule.
b. Bidders who manufacture and market the drugs, alone will be considered. Bidders who are marketing the drug but not manufacturing it or bidders who are manufacturing the drug but not marketing it shall not be considered eligible. If above terms and conditions are not fulfilled *bid shall* be liable for *rejection*.
c. ***Drug License issued under "For Tender purpose" shall also be considered***

***eligible for participation.***

**d.** ***Drug License for the quoted item(s) issued under "For Export Only" shall not be eligible for participation.***

II. Participating Pharmaceutical firm should submit a Non-Conviction Certificate for last three continuous years issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under, for any of the quoted drugs.

Non-Conviction Certificate must have been issued *by the State Drug Controller* within preceding one year from the date of the publication of the tender for the Drug licences of manufacturing sites (for Indian manufacturers) /Import licences and wholesale drug licence (in case of importers) quoted and mentioned in Annexure B &D/ Annexure-B issued from Drug licensing authority.

III. **Good Manufacturing Practices (GMP/WHO-GMP) Certificate**: Participating Pharmaceutical firm (self manufacturing/ loan licencee) must have a valid GMP/ WHO-GMP certificate of the ***manufacturing site*** for the quoted category of drugs.

IV. **Good Laboratory Practice (GLP Certificate):** The Participating Pharmaceutical firm must have in house testing facilities and valid Good Laboratory Practice (GLP Certificate) as per schedule "L1" of the Drugs & Cosmetics Act and Rules made thereunder issued by Central / State Drug Controller / FDA for the quoted drugs (as applicable). In case of loan license GLP certificate of ***manufacturing site*** should be attached.

For Imported drugs: Participating Pharmaceutical firm(s) to submit **Certificate of Pharmaceutical Product (COPP)** and WHO-GMP for all manufacturing sites for the drug(s) quoted preferably along with notarized translation in English by the authorized translator.

V. The Participating Pharmaceutical firm should have a Manufacturing and Marketing Certificate issued from the State Drug Controller concerned certifying that it has been manufacturing **and** marketing the quoted drug/ s in the domestic marketfor the last three preceding years i.e. 2022-23, 2023-24 and 2024-25 except for New Drugs.

- **Manufacturing & Marketing Certificate (MMC)**: Firm has to submit Manufacturing & Marketing Certificate (MMC) for last three continuous years for the drug(s) quoted irrespective of manufacturing units. Firm should have completed three continuous years' experience of manufacturing and marketing as on date of opening of the tender.
- State Drug Controller & Licensing Authority format shall be accepted subject to the document having all the requisite information as required in Annexure B & D.
- ***The MMC should have been issued by the respective State Drug Controller within preceding one year from the date of publication of the Tender.***
- For Medicines which were under Patent less than 3 years ago from the last date of bid submission: -**"Non patent holding, Participating Pharmaceutical firm shall submit valid MMC issued from State Drug Licensing Authority for: A) minimum of One batch in case off-patent/ patent expired within three months from the last date of submission of bids of the respective Tender Enquiries. B) minimum of Two Batches in case off-patent/ patent expired within six months from the last date of submission of bids of the respective Tender Enquiries and C) minimum of three batches in cases off-patent/ patent expired more than six months from the last date of submission of bids of the respective Tender Enquiries".** The Participating Pharmaceutical firm shall also submit the requisite documents regarding particular drug(s)

being under Patent and the date of end of Patent from Patent Office.

- ***In States where only online Manufacturing Certificate is being issued online the Authorised Signatory of the participating firm shall submit an additional notarized affidavit w.r.t "Marketing in the domestic market for the last three years" alongwith relevant details or any required field as per Tender Enquiry which is not being certified online. The above shall be accepted only in cases where online certificate issued after publishing of the respective tender enquiry is attached.***

- ***The procuring entity reserves the right to seek details of Raw Material Invoice, Maximum Production Capacity Certificate (section wise) and testing reports of batches manufactured issued by the concerned State Drug Controller, at any time. The bidders have to submit the desired documents within 05 days from date of communication, failing which bid shall not be considered.***

VI. In case of newly introduced drugs, the Participating Pharmaceutical firm shall submit valid MMC certificate from the Drug Controller General of India in support of the claim and valid Drug license from the Licensing Authority.

Firm shall be eligible only if one batch of new drug has been successfully manufactured/ imported for commercial use in the country, at the time of bidding.

VII. In case of Patent/ Proprietary drugs:-
**For Indigenous Drugs**-Participating Pharmaceutical firm shall submit valid Patent Certificate / Proprietary certificate/Trademark Registration Certificate (as the case maybe) issued from appropriate authority for the bidder's claim to be considered.

**For Imported Drugs-**Participating Pharmaceutical firm shall submit valid Patent Certificate from Patent Office/Notarized Proprietary Article Certificate from the Principal Firm (as the case maybe) for the bidder's claim to be considered.

**In case of Patent/ Proprietary drugs, it is compulsory to quote the Lowest Rate, offered to other Govt. Institution/Public Sector Undertakings/Private Organizations.**

**A Rate Reasonability Certificate (on the letter head of the firm) to this effect, duly signed by the Authorized Signatory should be uploaded in the submitted bid as per Annexure "Rate Reasonability Certificate".**

During the currency of the rate contract, it is mandatory for the firm to inform about the item going off patent 3 months in advance.

***The procuring entity reserves the right to seek details of process*** of registration for patent/ Proprietary drug (documentary proof i.e. Application letter/ fee deposit etc.) of the Participating Pharmaceutical firm, at any time.

- *The validity of contract of approved Pharmaceutical firm holding Patent right of approved drug/s shall be in the currency of Rate Contract or till date of expiry of patent whichever is earlier.*

- *It is the sole responsibility of the patent holding firm to mandatorily declare the Patent status and validity of Patent of the quoted drug (wherever applicable) failing which the participating firm shall be blacklisted in the participating and prospective RCs for a period of two years alongwith forfeiture of EMD/ Performance security (as the case may be) in participating tender enquiries.*
- *Any other participating firm bidding for a known patented drug (under any licensing arrangement etc.) should submit a No Objection Certificate from the Patent holder firm along with a declaration for non-infringement of patent.*

VIII. For the drugs which are being imported, the Participating Pharmaceutical firm shall submit valid Import License issued by Drug Controller General (India) and valid marketing license issued by concerned Licensing Authority (Form 10 & Form 41).
The firm shall be eligible if one batch of new drug has been imported at the time of bidding.

IX. In case of narcotics, the Participating Pharmaceutical firm shall have to submit the narcotic drug license issued by the licensing authorities.

X. The firm / company/ corporation and any of its director / proprietors/ partners/ Authorized signatories should not be convicted/ or a criminal case filed against or pending in any courtof India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Govt/ embezzlement of Govt fund or any criminal conspiracy in the said matter.

XI. For the drugs quoted in the tender enquiry, Participating Pharmaceutical firm shall have to submit the samples on demand. If bidder fails to submit the samples within the period specified, the tender shall be rejected.

XII. All Annexures are to be duly filled, signed, stamped and to be submitted in the Tender.

XIII. Company/Authorized Signatory has to submit self-declaration with details of Name of Company, Employer Code No. & copy of last three contributions towards ESI in case factory is covered under ESI Act. (It is mandatory to check all relevant details i.e. Name & period etc before uploading).

OR

Company /Authorized Signatory has to submit an affidavit giving address of Manufacturing unit with a declaration that this factory / manufacturing unit is outside the implemented area / notified area by ESI Corporation

OR

Company /Authorized Signatory has to submit ***either*** a certificate from the Regional Director that the factory is not coverable under ESI Act, in case the factory is within the notified area ***or an affidavit to this extent.***

XIV. The list of items for which the offer is being made should be given as per the format given in Annexure-A. All the columns of Annexure-A should be properly filled up and no column should be left blank.

**XV. All pages of the bid submitted along with Annexures and affidavits should be signed by the authorized signatory of the pharmaceutical firm. The specimen signature of the authorized signatory should be submitted to the Corporation along with the tender.**

XVI. **Annexure E:** Information, certificates and undertakings as per the proforma enclosed (Annexure-E) should be submitted ***as an affidavit on non-judicial stamp paper of ₹***

***300/- or appropriate value as per applicable state rules, whichever is higher duly signed by the Authorised Signatory & notarised*** with the tender. Furnishing of wrong information, false, forged, fabricated documents shall be construed as violation of Code of Integrity as per Tender Enquiry. Such bids shall be summarily rejected and the firm shall be liable for action under clause 2(XIV)

**Note: Please ensure that**:

1. All affidavits within the bid or across different Tender enquiries should have different serial numbers.
2. Care is taken in typing the correct format and language.

XVII. Participating Pharmaceutical Firms should submit valid Manufacturing Licences issued by concerned State Drug Controller/ Licensing Authority for all drugs as per specifications of Drug schedule and in adherence to Drug & Cosmetic Act and the existing laws there under.

Additionally, Participating Pharmaceutical Firms should submit a certificate issued from State Drug controllers certifying that license has been granted to the firm for Fixed Drug Combination quoted by the firm in compliance of directives issued by Drugs Controller General of India (DCGI), Central Drugs Standard Control Organization, Ministry of Health and Family Welfare, Directorate General of Health Services, Government of India, New Delhi as per Annexure-B&D.

XVIII. **The Annexure -P** is to be properly filled as per BOQ on CPP Portal and uploaded**. Annexures A, F, EMD, TO, L & details of licenses are to be uploaded in Excel as well as PDF format. Annexures (B&D, G, H, and TS), Affidavit Annexure C & E, Copy of PAN Card and acknowledgement of last IT return** and any other document required in the tender are to be uploaded in pdf format, otherwise tender shall liable to be rejected.

(Note: - All the data to be counter checked for errors in typing, differences in pdf & excel format etc.)

XIX. Merger & Acquisition of Pharmaceutical firm/s should be in adherence to Corporate Law and duly sanctioned by Hon'ble High Court or National Company Law Tribunal.

Such Pharmaceutical firm/s shall be eligible for participation only in cases where the merged Pharmaceutical firm/s are completely subsumed or form a new entity and cease to exist completely.

This should be submitted with all supporting documents including Board resolutions, Memorandum of Article of the new entity (if applicable), proof of Incorporation in Registrar of Companies inter-alia.

**However, eligibility criteria of this DG-ESIC Tender enquiry shall always prevail and decision of the ESI Corporation shall be final and binding.**

**The eligibility of participating pharmaceutical firm as demerged entity shall be governed as per instructions issued vide OM No. F.8/78/2023-PPD dated 12.10.2023 from Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India and eligibility criteria of this DG-ESIC Tender enquiry.**

XX. All Certificates issued by Chartered Accountant must mention UDIN Number.

XXI. Notwithstanding anything contained in this document, it is hereby clarified that participating

pharmaceutical firms which are otherwise ineligible but are entitled to participate in the present tender on account of interim orders/stay granted by courts/other authorities shall only be treated as provisionally eligible. Consequently in the event of the vacation/modification of the interim orders restoring the ineligibility of the participating firm the following consequences shall ensure:-

a. Firms which become ineligible prior to the award of the final contract shall be ousted from the tender process with immediate effect from the date of vacation/modification of the stay order.

b. In case the firms become ineligible after the award of contract, the contract awarded shall be liable to be cancelled at the sole discretion of the DG-ESIC.

XXII. A set of Batch Manufacturing Record (BMR) of any of the latest marketed batch in last three year shall be uploaded/submitted in technical bid against each quoted drug code.

XXIII. All Affidavits are to be submitted **on non-judicial stamp paper of ₹300/- or appropriate value as per applicable state rules, whichever is higher and notarized**.

**6. Purchase preference for MSE and MII**

**A. Micro & Small Enterprises (MSE):** Purchase preference shall be given based on Govt. Circular No. 21(1)/2011-MA dated 25.04.2012 and 21(15)/2012-MA dated 24.05.2012, 09.11.2018 and any other Guideline issued by Government of India.

**B. Make in India (MII):** Purchase preference shall be given to Class-I local supplier(s) based on their declaration of the percentage (%) of minimum local content used in the manufacturing of drug(s) quoted as per Public Procurement (Preference to make in India), Order 2017 notification issued by GoI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) vide order no. P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024 and Order no. 31026/65/2020-MD dated 30.12.2020 issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals (amended & revised till date) valid at the date of floating of tender.

Further, the categorizations of bidders for consideration or applicability of purchase preference shall be governed as per instructions issued vide OM No. F.1/4/2021-PPD dated: 18.05.2023 ***from Department of Expenditure (DOE), Procurement Policy Division, Ministry of Finance, Govt. of India. (as annexed) and amendment thereof (if any).***

I. "Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

II. Bidder shall declare the percentage of local content used in the manufacturing of drug(s) quoted in accordance with Order issued by DPIIT OM No. 31026/4/2018/Policy dated 01.01.2019,P-45021/102/2019-BE-II-Part(1)(E-50310) dated 04.03.2021 & P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024 and any amendment issued thereof.

III. **Item wise Certification on local content for Class I & Class II drug/s should be in numerical quantification only, and abstract certification (for example- more/ less than a certain percentage) shall not be considered.**

**Only Item wise numerical quantification percentage of local content shall be**

**considered failing which the bid of the participating pharmaceutical firm for the respective drug/s shall be summarily rejected.**

IV. **Non Local Suppliers are eligible to participate ONLY for drugs/ medicines exempted vide OM No F.4/1/2023-PPD(pt.) dated 09.08.2024 issued from Department of Expenditure (DOE). (as annexed).**
**Such participating Non Local Suppliers shall annex the OM highlighting the exempted drug/s for which the bidder is participating.**
**Bid/s submitted by a Non Local Supplier for drugs other than drugs which are exempted, shall be summarily rejected.**

V. If the procurement for a value is more than ₹ 10 crores, the Class-I Local Supplier / Class-II Local Supplier shall be required to provide an **Item wise** certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Point no. 9 b of DPIIT order no. P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024.

VI. Bidder shall submit a affidavit duly signed by Chartered Accountant & Authorised Signatory executed **on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized** for declaration of Item wise local content (Annexure-Local Content). Bidder shall certify the local content along with the method of calculation and that the local content has been counter verified by two formulas under clause 6 of OM No. 31026/4/2018/Policy dated 01.01.2019,P-45021/102/2019-BE-II-Part(1)(E-50310) dated 04.03.2021 & P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024 and any amendment issued thereof.

VII. **The Chartered Accountant/Cost Accountant/ Statutory Cost Auditor shall certify the local content for all batches manufactured by the firm during the period January 2025 to December 2025 duly examining the values under the following heads:**

- **Tax invoice/s of raw material (API),**
- **Tax invoice/s of packaging.**
- **Tax invoice/s of Excipients & preservatives.**
- **Conversion Cost.**
- **Certificate of Analysis of the API.**
- **Any other relevant input.**

VIII. **Bids with false declaration regarding local contents shall be construed to be violating the Integrity Pact as per tender document, Such bids shall be summarily rejected in addition to punitive action under the MII orders and as per clause 2(XIV) of Tender Enquiry.**

**Note: It is again reiterated that Only Item wise numerical quantification percentage of local content shall be considered failing which the bid of the participating pharmaceutical firm for the respective drug/s shall be summarily rejected.**

## 7. TURNOVER CRITERIA

I. **Turnover for scheduled drugs**

**a.** Annual turnover of Participating Pharmaceutical firm in each of the last three preceding financial years (2022-23, 2023-24 and 2024-25) should be the total turnover of all its **Pharmaceutical Products for Drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs)**

**Example:**

If Drug A has X turnover, Drug B has Y turnover and Drug C has Z turnover (as mentioned in drug schedule).

| S. No. | Name of the Drugs Quoted | *Annual Turnover of the firm for the last three preceding years* (2022-23, 2023-24 and 2024-25) *should be equal or more than the item-wise turnover listed in the drug schedule.* |
|---|---|---|
| 1. | A, B & C | X+Y+Z |
| 2. | A & B | X+Y |
| 3. | B & C | Y+Z |
| 4. | C | Z |

b. Participating Pharmaceutical Firms shall have to submit audited financial statement by registered Chartered Accountant for last three preceding financial years (i.e. (2022-23, 2023-24 and 2024-25) in support of the annual turnover.

c. **Twenty Five Percent** or more of the annual turnover shall be from the trading in open market, including export data, from drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) i.e. exclusive of supply to ESI/ Government Departments and 3rd Party Sale. A certificate in this regard from the Chartered Accountant (With UDIN no.) should be submitted. (Annexure TS).

d. Group turnover (other than drugs and their formulations) shall not be considered for determining the eligibility and such tenders shall be rejected summarily.

e. Please fill Annexure TO for all quoted items.

II. **Turnover for new drugs**

In the case of new item / molecule / drug / chemical / formulation, where drug wise turnover is not specified, the firm should have minimum turnover of Rs 10 Crores for each of the last three preceding financial years **(2022-23, 2023-24 and 2024-25**) in addition to turnover criteria as specified in sub clause- 7 (I) (a), If the firm has quoted for other drug also.

III. **Turnover for MSE Firms**

Participating MSE firms quoting for drugs shall have to fulfil the turnover criteria as defined for non MSE vendors specified in 7 (I) (a).

IV. Only for **Medicine which was under Patent less than 3 years ago from the last date of bid submission**, The requirement of Annual Turnover of the firm for such drug is same as in case

of New Drug i.e. Rs 10 Crores per Item for each of the last three preceding financial years (2022-23, 2023-24 and 2024-25) in addition to turnover criteria as specified in sub clause-7(I). EMD and Performance Security Deposit for such item shall be ₹100000 (One Lakh) & ₹1000000 (Ten Lakhs) respectively per Item.

## 8. UNDERTAKING FOR PERFORMANCE

The Participating Pharmaceutical Firm / bidder shall furnish an undertaking with respect to timely and efficient supply of the quoted drugs as per the tender in all the locations where ESIC and ESIS Hospital and State ESI Directorates are located. For this, Participating Pharmaceutical Firm should have at least one registered office or Depot in any state of the zone as per the description below:-

- Zone 1- Kerala, Karnataka, Tamil Nadu, Puducherry, Andhra Pradesh, Telangana
- Zone 2- Maharashtra, Goa, Madhya Pradesh, Chhattisgarh, Gujarat,Rajasthan
- Zone 3- Jammu & Kashmir, Punjab, Himachal Pradesh, Delhi & Haryana,Uttar Pradesh, Uttarakhand
- Zone 4- Odisha, Jharkhand, West Bengal, Bihar, North East States including Sikkim.

(**Distributors/Dealers shall not be considered**)

Participating Pharmaceutical Firms would submit in the tender as per Annexure L the list of the office or Depot addresses, email ID & Telephone number located in the States along with the name of the person Incharge. **Valid documentary evidence in the name of the Participating firm i.e. Manufacturing Drug License or Wholesale Drug Licenses and GST Certificate both shall be submitted as proof of depot in Annexure L and have to be submitted along with the bid.** Aforesaid offices/ officials shall also be responsible for managing the supply in the stipulated time at the ESI location of the concerned Zones under its jurisdiction and other matters, if any.

## 9. PERFORMANCE SECURITY

I. All Successful bidders including MSE bidder shall deposit the Performance Security equal to Cumulative amount of all the awarded drug(s) in the form of Bank Guarantee/ Demand Draft/ Banker"s Cheque/ FDR of **Scheduled** Commercial Bank only ***(RBI approved list annexed with this tender enquiry).***

The Demand Draft/ Banker's Cheque should be issued by any ***Scheduled*** *Commercial Bank only* ***(RBI approved list annexed with this tender enquiry)*** in favour of ESIC FUND ACCOUNT NO.1, payable at NEW DELHI.

Individual Performance Security amount for each drug has been indicated in Drug Schedule. ***FDR/Bank Guarantee should be strictly in favour of "The Director General, ESIC, Hqrs Office".***

II. Director General, ESI Corporation shall be at liberty to apportion any amount due and payable by the bidder to ESIC in respect of Non-supply / Non Performance/ risk purchase by the ESIC/ against drugs of "Not of Standard Quality" or any other amount which becomes payable by the bidder in favor of ESIC by virtue of the terms and conditions agreed herein and recover the same from the Performance Security ***or from any other contract placed with bidder.*** No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.

III. EMD of the successful bidder shall not be adjusted as part of performance security.

IV. Performance Security must be deposited ***within 15 days*** of Award of contract and shall remain valid for a period of 60 days beyond the date of compliance of all contractual obligations.

V. Performance Security shall be released (after the completion of validity of Bank guarantee) within one month of submission of No dues from the Users and No pending recovery certificate from the Approved Pharmaceutical firms.

## 10. MARKING/LABELLING

Each packing shall be ***printed*** with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under. Packing & packaging of each drug must comply with the procedure provided under the Legal Metrology Act, 2009 and rules made there under.

**Note: Vendors should make all efforts to supply medicines in Generic Labels only, wherever possible.**

## 11. PACKAGING

I. Participating Pharmaceutical firms must quote for the packing specified against each item in the schedule annexed the rate enquiry, as any other packing may not be accepted.

II. Where the size/quantity of the pack is not specified in tender enquiry, bidders may quote for standard packs available in the market.

III. It should be ensured that all labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., have "For ESI supply, Not to be sold" imprinted/rubber stamping with indelible ink clearly. Any consignment without such stamping shall not be considered valid and shall be rejected. However, stamping criteria at primary packaging (ampoules, vials ,PFS) is relaxed only for imported items where strict maintenance of the cold chain is required, rest of terms & conditions of stamping shall remains the same.

IV. For all those drugs, which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain.

V. Loose supplies/damaged packing/tempered or damaged labelled supplies shall not be accepted under any circumstances.

VI. Participating Pharmaceutical firms / bidders shall quote the net price per Unit as defined in Drug Schedule and BOQ of this tender enquiry.

VII. Supplies to be made in proper boxes.

VIII. Liquid orals to be supplied only in glass/ plastic bottles conforming to IP/BP/USP/ Drugs & Cosmetics Act.

IX. Large volume parenteral to be quoted and supplied only in plastic bottles / poly packs conforming to I.P./BP/USP/ Drug & Cosmetic Act.

X. It should be ensured that only first use packaging material of uniform size including Bottles and vials should be used for making supplies on the basis of ESI Rate Contract.

XI. All primary packing containers should be strictly conforming to the specifications described/ mentioned in the relevant pharmacopoeia.

XII. Packing should be able to prevent damage or deterioration during transit.

XIII. All containers i.e. bottles, tins, cartons, tubes etc., are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents. MRP should not be written on any labels otherwise it shall be disqualified.

XIV. All DGESIC approved pharmaceutical firm shall make supply of drugs bearing Bar Code or Quick Response Code on its packaging label for the category of drugs specified in Gazette Notification and CDSCO guidelines in this regard from time to time (If applicable).

XV. Quick response Code for GRN purpose, as and when implemented by ESIC should be made available.

## 12. SHELF LIFE AS ON DATE

I. For Drugs having shelf life of Two years or less: As on the date of delivery, Drugs should not be older than one fourth (1/4) of its shelf life from the date of manufacture.

II. For Drugs having shelf life more than Two years: As on the date of delivery, Drugs should not be older than one sixth (1/6) of its shelf life from the date of manufacture.

III. For Imported Drugs: As on the date of delivery, Drugs should have a minimum 50% of valid shelf life from the date of manufacture.

IV. However, the **consignee may relax this criteria in case of exigencies** with reasons duly recorded and shall be responsible for use of that stores within its given shelf life, with a suitable undertaking from the supplier regarding free of cost replacement, the terms of which shall be decided by the consignee as per the requirement of the stores and usage pattern. The Consignee should ensure that there should not be any loss to the Corporation.

## 13. TESTING OF DRUGS

I. Approved Rate Contract Holder should mandatorily submit a Test Report for that particular batch of medicines tested by the Government/ Government approved Laboratories along with each supply, failing which supply received shall be liable for rejection at the inspection stage and penalty of late supply shall be levied as per provisions.

II. Director General, ESI Corporation shall be at liberty to undertake regular and random testing of the drugs supplied by the pharmaceutical firm/ bidder at regular interval to maintain and ensure the quality of drugs.

III. The report of the Govt./Govt. approved laboratory shall be accepted by the pharmaceutical firm. In case the same is disputed by the pharmaceutical firm the report of the Appellate Laboratory only shall be accepted as final. However, the same should be submitted within three months, from the date of communication of the disputed test report to the pharmaceutical firm. For this, the pharmaceutical firm should approach the concerned Drug Control Authorities for getting the drugs tested, as per procedure, from the Appellate Laboratory ***at their own cost.***

IV. ***For imported items: - In house test report of Principal Manufacturer has to be submitted with every batch of supply.***

## 14. QUALITY CONTROL

I. The stores offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under and Drug Price Control order.

II. While quoting against items with ISI Mark, it should be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the pharmaceutical firm should ensure that the items supplied has ISI Mark as well as Code Number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI Marking license issued by Bureau of Indian Standards should be enclosed along with the quotation, wherever applicable.

III. If any drugs supplied against this Rate Contract are found to be not of standard quality on inspection by Competent Authority, the pharmaceutical firm shall be liable to replace the entire quantity within 15 days otherwise risk purchase shall be charged from the company and the cost of testing shall be recovered from the supplier.

IV. The classification of defects into different categories is as per the guidelines issued by the Drug Controller General of India & action shall be taken by ESIC for each category of defects, described as under:-

**A. FOR CATEGORY A DEFECT (Spurious / Adulterated Drugs):**

**1) If any item / Batch of the item declared Not of Standard quality (NSQ) under Category A in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Recovery to be initiated by the DDO's wherever payment had been made already.
- 100 % Forfeiture of Performance Security from the respective DGESIC Rate Contract for all the quoted drugs.
- Debarring of the Rate Contract holder / Pharmaceutical firm from current and all future DGESIC Rate Contract ***for participation in tender enquiry of all ESI Institutions prospectively for a period of two years.***
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drug.

**B. FOR CATEGORY "B" DEFECT (Grossly Substandard Drugs):**

**1) If single item/ Batch of item is declared NSQ under Category B in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- 20% Forfeiture of Performance Security from the respective DGESIC Rate Contract for that drug as per clause 13(III) of TE.
- Warning to be issued to the firm for the NSQ item.
- Testing of the three subsequent supplies of the same item by the same firm (as declared NSQ) to be carried out by the same user unit from where the sample has been originally reported as NSQ.
- Cost of subsequent testing charges to be recovered from forthcoming bills of the Pharmaceutical firm.
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if

any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drugs.

**2)**

**a) If more than one item supplied by individual pharmaceutical firm is declared NSQ under Category B in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- 50% (20% + 30%) Forfeiture of Performance Security from the respective DG-ESIC Rate Contract for the item (2nd NSQ) as per clause 13(III) of TE.
- Warning to be issued to the firm for the NSQ item.
- Testing of the three subsequent supplies of the same item by the same firm (as declared NSQ) to be carried out by the same user unit from where the sample has been originally reported as NSQ.
- Cost of subsequent testing charges to be recovered from forthcoming bills of the Pharmaceutical firm.
- Any subsequent (3rd onwards) NSQ reported of the individual Pharmaceutical firm shall lead to debarment for all the NSQ declared items from current and all future DGESIC Rate Contracts for a period of two years for participation in all ESI Institutions prospectively along with forfeiture of 100% performance security for all NSQ declared items.
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drugs.

**b) If more than one Batch of the same item belonging to any individual pharmaceutical firm is declared NSQ under Category B within a year in DG-ESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- 100% Forfeiture of Performance Security from the respective DGESIC Rate Contract for the item (2nd NSQ) as per clause 13(III) of TE.
- Debarring of Rate Contract Holder/ Pharmaceutical firm immediately from current and all future DGESIC Rate Contracts for the item for a period of two years for participation in all ESI Institution prospectively.
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drugs.

**C. FOR CATEGORY C DEFECT (Minor Defects) :**

**1) If single item/ Batch of item is declared NSQ under Category C in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drugs.

**2)**

**a) If more than one item supplied by individual pharmaceutical firm is declared NSQ under Category C in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- Warning to be issued to the firm for the NSQ item.
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of

any adverse reaction reported in the Hospital during administration of the drugs

**b) If more than one Batch of the same item belonging to any individual pharmaceutical firm is declared NSQ under Category C within a year in DGESIC Rate Contract 173.**

- Recall of the NSQ item immediately from all ESIC/ ESIS User Units. Replacement of items/ Recovery of payment to be initiated by the DDO's (wherever payment had been made already).
- 10% Forfeiture of Performance Security from the respective DGESIC Rate Contract for the item (2nd NSQ) as per clause 13(III) of TE.
- Any subsequent (2nd onwards) NSQ reported of the individual Pharmaceutical firm shall lead to debarment for all the NSQ declared items from current DGESIC Rate Contracts.
- Warning to be issued to the firm for the NSQ item.
- Rate Contract Holder/ Pharmaceutical firm shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during administration of the drugs.

## 15. PURCHASE ORDER

I. After the quotations have been accepted by the Director General, ESI Corporation, purchase orders shall be placed by the Deans/MS's of ESIC & ESIS Medical & Dental Colleges/Hospitals, Directors of ESI Scheme of various States as per Schedule attached, who for the purpose of this Rate Contract, shall be designated as Chief Direct Demanding Officer and shall exercise the powers of Director General, ESI Corporation in all matters connected with the execution of supplies and/or wherever specifically provided in the terms and conditions of the Rate Contract. The Chief Direct Demanding Officer can also designate any of his subordinate Officers as Direct Demanding Officer (DDO) to operate this contract.

II. Purchase orders shall be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Direct Demanding Officers.

III. No guarantee can be given as to the minimum quantity which shall be drawn against this contract but the pharmaceutical firm shall supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.

IV. Purchase orders against the contract shall be accepted as long as these reach the pharmaceutical firm on or before last date of the currency of the contract. Purchase orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.

## 16. DELIVERY PERIOD OF THE PURCHASE ORDER

I. DDOs shall send scanned copy of the Purchase order through email followed by speed post.

II. Delivery Period shall be of Six weeks from the date of issuing of the purchase order sent by email and the pharmaceutical firm shall, execute the order within the stipulated time.

III. During transit pharmaceutical firm should maintain the recommended temperature of the drug (wherever indicated), otherwise if on checking it is found that temperature has not been maintained, supply against the said order is liable to be rejected and cancelled. It shall be counted as a non-supply.

IV. In case of failure to supply, the Corporation reserves the right to purchase the stocks from

other sources as risk purchase, i.e. purchase from any other pharmaceutical firm or firms, in the rate contract or from outside the contract at the discretion of the Direct Demanding Officer concerned at a competitive rate or from local chemist.

V. In all contracts for items/ drugs, which are branded with 'ESI SUPPLY' mark including rejected items/ drugs, it would be a condition that such items/ drugs shall not be sold to the public/open market.

## 17. PENALTY FOR NON-SUPPLY/LATE SUPPLY

I. If the pharmaceutical firm fails to execute the supply order within the stipulated period ofsix weeks, a penalty of Two (2) per cent of the value of the order calculated at the contract rate per week or a part of a week shall be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders. A pharmaceutical firm can seek extension of the delivery period with the prior consent of the Director Demanding Officers, if it is not in a position to execute the order in time. Such extension is permissible for a maximum period of 5 weeks only but penalty shall be levied. That extension of delivery period cannot be claimed as a matter of right but shall be at the discretion of concerned Officer.

II. If the items/ drugs are not supplied by the schedule date (as indicated above or by the extended date) full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the risk and expense of pharmaceutical firm.

**The extra expenditure involved in procuring supplies from elsewhere i.e. L2 firm/ Local Purchase /other running Govt. Contract etc. shall be recoverable from the Non supplying pharmaceutical firm, in full by Direct Demanding Officers.**

The recoveries thus due shall be deducted from any sum payable bythe Direct Demanding Officer or which at any time thereafter may become payable under this contract or any other contract placed with bidder by the Direct Demanding Officers. He shall be deemed to be exercising the powers of Director General, ESI Corporation in case any such contingency arises. Apart from risk purchase action, the bidder's Performance security deposit may be forfeited and shall invite other penal action like debarring from participating in ESI Corporation Rate Contract present and future for a period of not less than ***two*** years.

III. If the pharmaceutical firm fails to execute the supply order three times at any location of ESIC / ESIS in any part of the country during the period of rate contract, it shall be debarred for the next ***two*** years with effect from the last failure and forfeiting of Performance Security for that drug.

## 18. QUOTING OF PRICE

I. The price must be quoted F.O.R Destination per unit as shown in the schedule annexed and should be exclusive of Goods and services Tax (GST) but inclusive of all other charges.

II. GST, if extra, where legally leviable and intended to be claimed, should be distinctly shown separately along with the price quoted. Where this is not done, no claim of GST shall be admitted at any later stage and on any ground whatsoever.

III. The purchaser shall not pay separately for transit insurance and the bidder shall be responsible for delivery of items covered by the supply order in good condition at the specified destination and for this purpose freight, insurance, octroi etc., if any, shall have to be borne by the bidder.

IV. The consignee shall, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the pharmaceutical firm, of any loss damage to the stores that may have occurred during the transit.

V. The bidders must quote rates/MRP only in Indian Rupees (INR). Bids, where prices are quoted in any other currencies shall be treated as non -eligible and rejected.

VI. In no case, the quoted rates should be more than MRP at the time of submission of quotation or during the currency of the Rate Contract. Statuary variation in GST will be applicable. If subsequently during the currency of Rate Contract, there is decreased in MRP, the bidder shall inform the ESIC promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, **the action will be liable as per clause 2(XIV).**

VII. **Any Bidder found to have quoted rate/s for any drug/s more than NPPA Notified Ceiling Price shall be construed to be in violation of Code of Integrity as per the Tender Enquiry and shall be liable for action as per clause 2(XIV).**

## 19. PAYMENT

I. Payment for the supply shall be made within 4 to 6 weeks (after receipt and acceptance of the drugs/items) directly by the Direct Demanding Officers or through nominees to whom bills are submitted. Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the pharmaceutical firm/bidder to supply the items as per the specifications of the relevant rate contract. No claim for the payment from contractor shall be entertained after the lapse of three years of arising of the claim.

II. Any dues or payments that have arisen to the Corporation from the pharmaceutical firm for which no specific time limit has been laid down in the terms and conditions shall be payable by the pharmaceutical firm within such time limit as may be prescribed in the letters/orders addressed to the pharmaceutical firms.

III. Any payments that have been demanded as per the provisions of above clause or under any other clause shall be payable within the time laid down. On failure to do so: -

- The pharmaceutical firm shall be liable to be debarred for supplying items/ drugs etc. to the Corporation for a period not exceeding ***two*** years.

- The Corporation reserves its right to take appropriate legal action against the defaulting firms as may be legally advised, including claim for compensation and damages for the period of delay and / or simple interest 10% per annum for each day of default.

## 20. ARBITRATION

I. In the event of any dispute or difference between the parties hereto, arising under these conditions or any special conditions or 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 resolved amicably by mutual consultation. If such resolution is not possible, within a period of 60 days from the date when the dispute/difference was first raise, the unresolved dispute or difference shall be referred for arbitration by a Sole Arbitrator to the Delhi International Arbitration Centre, Delhi High Court. The provisions of the Arbitration and Conciliation Act 1996, as amended from time to time shall be applicable in such matters. The seat of arbitration shall be New Delhi.

II. Work under the contract 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.

III. Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the pharmaceutical firm/bidder to supply the items as per the specifications of the relevant rate contract.

## 21. JURISDICTION

The courts in Delhi alone, and no other court anywhere in India, shall have the exclusive jurisdiction in respect of any civil or criminal suit arising out of this Tender, including those related to arbitration.

## 22. RATE REVISION

Successful bidders shall not be entitled to any upward rate revision for any reason except that allowed by Government of India.

However, during the currency of the Rate Contract, if any downward revision in rates occurs for any reason (including changes in Customs Duty), the benefit of such revision shall be passed on to the ESI.

## 23. INSPECTION

The Director General, ESI Corporation, reserve the right for Inspection of the pharmaceutical firms participating in the tenders, by the officers appointed. They can carry out inspection for assessing the quality /capacity/capability/eligibility of the pharmaceutical firm to make supplies on the basis of ESI Rate Contract and to ensure that the provisions of the Drugsand Cosmetic Act, 1940 and the good manufacturing practices are being followed by firm. The decision of Director General shall be final in this regard.

## 24. PHARMACOPOEIA SPECIFICATION

IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drug and Cosmetics Act.

The quoted products should conform to the IP standards. If not available in IP standards, then it must conform to BP/USP/EP/JP etc. as recognized by CDSCO. In case the product is not included in the any of the said compendiums:-

i) The standard/specifications must be approved by CDSCO.

ii) The supplier must provide the reference standards and testing protocols (Standard Testing Procedure) for quality control testing after award of the contract.

**Note: Certificates/Approval of CDSCO should be accompanied with the license granted by State Drug Controller in all cases including FDC where approval of CDSCO is required.**

## 25. GENERAL INSTRUCTIONS

I. Signing of the tender:

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 schedule to the tender are not filled in.

Individual signing the tenders or other documents connected with the contract must specify whether he signs as:-

A. A sole proprietor of the pharmaceutical firm or constituted attorney of such sole proprietor.

B. A partner of the pharmaceutical firm, if it be a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership/agreement or a power of attorney.

C. Authorized Signatory if it is a company; please enclose the resolution of board of Directors.

II. Any concealment, misrepresentation on the part of the pharmaceutical firm shall warrant strict action which may extend to cancellation of the tender or subsequent award. Such cancellation shall be at the sole risk of the firm / individual signing the tender or submitting any other document.

III. In case of 25(I) (B) a copy of partnership agreement attested by a Notary Public should be furnished, or an affidavit on stamped paper by all the partners admitting execution of the partnership of the general power of attorney should be furnished.

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

V. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign the same and, if on enquiry it appears that the person so signing had no authority to do so, the purchaser may without prejudice to other civil and criminal remedy cancel the contract and hold the signatory liable for all costs and damages.

VI. **The tender can also be rejected if:-**

A. A pharmaceutical firm submits conditional tender.
B. "No tax" quotations are not supported by a proof.
C. More than one type of rates are quoted for one product.
D. Submission of unsealed envelope containing EMD, labels & Integrity Pact.
E. If it is not legible and cuttings/over writings are not attested by the authorized signatory along with seal.
F. The rates quoted are not found both in figures and words.
G. The rates are quoted for unit different from that asked in this tender.
H. **Affidavits of same serial number are used within the bid or across different Tender enquiries.**
I. **If financial bid or price details are submitted along with the technical bid, such bid shall be liable for rejection.**
J. **In case a firm quotes NIL consideration/charges, such bid shall be treated as non-responsive and shall not be considered.**

VII. All pages of photocopy of various papers/certificates attached should be self-attested by Authorized Signatory with stamp. It is mandatory that all pages of affidavits including stamp paper are signed and stamped by authorized signatory and duly notarized by notary bearing signature and stamp.

VIII. It is mandatory for all bidders to submit the tender online through **e-procurement portal https://eprocure.gov.in** ***The terms & conditions of the present e-Tender Enquiry Form for Rate Contract are binding upon the Pharmaceutical firms / Bidders. The submissions of the online tender and the tender under sealed envelope respectively shall construe a concluded agreement for the purpose of invocation and enforcementof the terms & conditions of the online tender.***

**26.** The bidder shall put separate sealed envelopes for each of the following in a single sealed envelope containing EMD as calculated, Integrity Pact & Original Label/s of the quoted drugs should be addressed to:

I. Dy. Medical Commissioner (R.C.) ESI Corporation, New Delhi-110002.

II. Such sealed cover should be delivered by the specific time and date.

III. A sealed cover containing EMD, original Label, & Integrity Pact shall be opened manually on the specified date and time.

**27.** Withdrawal of tenders' along with the earnest money shall be allowed before the date of opening of tenders.

**28.** After opening of tenders: -

I. Withdrawal of the complete tender can be allowed but, in such cases, the earnest money shall be forfeited in full;
II. No change/alteration in rate or other terms & conditions in the tender shall be permitted underany circumstances;
III. Partial withdrawal (in respect of one or more drug(s) quoted) shall not be allowed under any circumstances.

**29. Force Majeure:**

If at any time during the applicability of Contract the bidder fails to discharge its Obligation due to force majeure (natural disaster or act of God etc.) he shall promptly notify the Director General or its representative about the happening of such an event. The Director General or its representative is solely entitled to terminate/ determine the order/contract in respect of such performance of the bidder(s) obligations if he so desires. The obligations under the contract on behalf of bidder for the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

**30.** If it is found that a drug or a combination of drugs given in the Drug Schedule is not approved by Drug Controller General of India (DCGI), the same may be withdrawn/ cancelled at any point.

**31. EVALUATION OF THE TENDER:**

I. The tender shall be evaluated as per terms and condition given in the tender document and in accordance with GFR, CVC and other guidelines issued by Govt. of India from time to time, in the following order:-

a) **Pre-qualification:**
EMD, Integrity Pact & Original Labels shall be examined. Only those bidders who have submitted valid EMD, Integrity Pact & Original Labels as per requirement of the tender document shall be considered compliant and their technical bids shall be opened.

b) **Technical Bid evaluation:**
The technical documents submitted by the bidders shall be examined for compliance with the requirements of the tender document. It is not necessary for a bidder to qualify for all the items for which it has submitted its bid; price bids of only those items shall be opened which would be found as technically complying.

c) **Price Bid opening and evaluation:**
Price bids of only those bids which qualify in technical evaluations shall be opened and evaluated for acceptance by the competent authority, subject to meeting the price reasonability criteria/any other price assessment criteria as per GFR-2017.

The bid compliant with tender specification and quoting the lowest rate per unit as mentioned in BOQ shall be declared L1. Similarly, bidder offering prices shall be declared L2 & L3 in that order. L2 & L3 shall be kept in reserve, if L1 fails to supply, order shall be placed to L2 and then to L3 in that order.

II. Evaluation of bids shall be done on face value of the Technical Bids details submitted by the firm and thereafter financial bids shall be opened. However, final award of the contract shall be done after thorough examination of documents submitted by the bidding firms(L1/L2/L3).

**32. Integrity Pact (Annexure "H" on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized)**

Bidders are required to sign the Integrity Pact as annexed with the Tender Enquiry **as Second Party** at the pre-tendering stage as a mandatory pre-bid obligation and submit the Integrity Pact IN ORIGINAL along with the Financial and Technical Bids.

**ESIC shall sign the Integrity Pact as Principal and First Party after opening the bids at a later stage.**

All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing the Integrity Pact shall be void ab initio and shall be treated as rejected without assigning any reason. **The Bidder has to sign as second party in designated space in addition to attestation of documents.**

Competent Authority, ESIC has appointed the following Independent External Monitor (IEMs) in ESIC vide OM No. D-13011/1/2022-Gen.(P-2) dated: 26.07.2024. In future, if the IEMs is changed by ESIC, same shall be acceptable to the bidders:-

| SNo. | Name | Email |
|---|---|---|
| 1 | Sh. Vidya Bhushan Kumar, IFoS (Retd.), | vbkifs@gmail.com,vbk33@yahoo.com 9779156123,7899294433 |
| 2 | Dr. Sarat Kumar Acharya, Ex-CMD, NLC | sarat777@rediffmail.com, 9442118060,8754498285 |

**33.** The provision of Public Procurement Policies (policies relating to Make in India, MSME inter alia) shall be applicable in the tendering process.

**34** Bank Mandate form of the firm for E.C.S purpose as per Annexure "G".

**35.** The bidder should mandatorily inform if there is any change in Bank details/ Authorised Signatory of the firm during the currency of the tender.

**36. Right to Intellectual Property and confidentiality :-**

**This Tender document and associated correspondence are subject to data protection and copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the procuring entity's prior written consent.**

**This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.**

**The provision of this clause shall survive completion or termination for whatever reason of the tender process or the contract.**

**37. GRIEVANCE REDRESSAL SYSTEM:**

**Only a bidder who has participated in the concerned tender process/bidding can submit a representations regarding Technical Eligibility/Non-Eligibility within 05 working days of sharing of Technical Bids Evaluation Results**, to the designated officer named in the tender documents in this regard (or the Head of the Procuring Entity, if not so specified), specifying the ground(s) and the relevant clauses of the tender documents. Supporting documents should also be enclosed.

Unsuccessful Bidders may seek clarification regarding the rejection of their bid, in writing or electronically, within Five (5) working days of the declaration of techno-commercial or financial evaluation results.

Only a directly affected bidder can represent in this regard. Only a bidder who has participated in the concerned procurement process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation (As per Manual for Procurement of Goods Second Edition, 2024, Point 3.4. Grievances and its Redressal).

**A grievance regarding Financial bid can be filed only by a bidder whose technical bid has been qualified.**

**The grievance must be accompanied by a forwarding letter duly signed by the Authorised Signatory of the firm (bearing name, address, contact no. & valid email ID) which the complainant is representing.**

**Each grievance/representation must be accompanied by a fee of ₹10000/- (non-refundable) in the form of Demand Draft from Scheduled Commercial Bank only (RBI**

**approved list annexed with this tender enquiry), in favour of the "ESI Fund Account No. 1" payable at Delhi and bearing address, contact no. & valid email ID of the complainant shall be addressed.**

**The grievance/representation received without fee shall not be entertained.**
**As per CVC guidelines any grievance which is pseudonymous/anonymous shall not be entertained.**

**ESIC shall convey the final decision to the complainant after complete evaluation of the grievance. No response shall be given regarding the confidential process of evaluating the bids and awarding the contract before the award is notified, although the grievance shall be kept in view during such process.**

**Dy. Medical Commissioner (RC)**

## INSTRUCTIONS 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 Enrolment**" on the CPP Portal **which is free of charge.**

**2)** As part of the enrolment process, the bidders shall be required to choose a unique usernameand 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 enrolment, the bidders shall be required to register **their valid Digital Signature Certificate (**Class II or **Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra 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 then logs 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 / e-mail 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 need 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 shall 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 shall 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 / EMD asapplicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official/ **dropped in the specified tender box**, latest by the last date of bid submission or as specified in the tender documents. 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.

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 coloured (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 shall be rejected.

6) The server time (which is displayed on the bidders" dashboard) shall 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 secured Socket 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal shall give a successful bid submission message & a bid summary shall be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) 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.

****

Name of the Participating Pharmaceutical Firm: .....
Tender Enquiry No:.....

**Annexure A & F**
**(to be uploaded in Excel & pdf)**

| Annexure A | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Item Name and Description of the product with Brand Name (if any) | Packing Offered | Drug License No. and Date of issue for the product | Date of Mfg. of 1st batch of the product | S. No. in Annexure B/Page No. | Was it in past Rate Contract. If yes, R.C. No. | Was the Firm debarred in the past for the item if so, period of debarring as per Annexure-E | NPPA Notified Ceiling Price OR write Not Applicable as the case maybe. (pls attach self certified copy of the NPPA order, if applicable) | Remarks (Put NA if Not Applicable) |
| | | | | | | | | |
| | | | | | | | | |

| Annexure F | | | | | | |
|---|---|---|---|---|---|---|
| Manufactured by | Marketed by | Type of Drug License: Self mfg. / Loan License/Third party | BMR document no. as per official record | BMR finalization date | Page no. of Document in uploaded technical bid (Pages in range) | Remarks (Put NA if Not Applicable) |
| | | | | | | |
| | | | | | | |

Signature of Authorized Signatory:
Name:
Designation:
Seal:

**Warning: Any Bidder found to have quoted rate/s for any drug/s more than NPPA Notified Ceiling Price shall be construed to be in violation of Code of Integrity as per the Tender Enquiry and shall be liable for action as per clause 2(XIV).**

**DETAILS OF LICENSES**

**(to be uploaded in Excel & pdf)**

Name of the Participating Pharmaceutical Firm: .....

Tender Enquiry No: .....

- **For Indigenous Items**

| | | | Minimum 1 row entry required. Number of Rows To Add: | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | S. No | Item No. | Drug License (fill no.) | | | Site | GMP/ WHO-GMP | | GLP | | No Conviction | | Patent & Proprietary Drug Certificate | | | New molecule/Drug Certificate | |
| Details of Licenses – drug(s) quoted | | | Number | Valid Upto | Page No. | | Valid Upto | Page No. | Valid Upto | Page No. | Date of Issue | Page No. | Number | Date of Issue | Valid Upto | Number | Date of issue |
| | | | | | | | | | | | | | | | | | |

- **For Imported Items**

| **Details of Licenses - Imported Items** | | | | | | | Minimum 1 rows entry required. Number of Rows To Add: | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **S. No.** | **Item No.** | Import License Form 10 | | | Country of Origin | WHO-GMP & COPP | | Form 20B/21B | | | Form 41 | | | No Conviction | | **Patent** Drug Certificate | | | New molecule/Drug Certificate | |
| | | | Number | Valid Upto | Page No. | | Valid Upto | Number | Date of Issue | Valid Upto | Page No. | Number | Valid Upto | Page No. | Date of Issue | Page No. | Number | Date of Issue | Valid Upto | Number | Date of Issue |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

Signature of Authorized Signatory:
Name:
Designation:
Seal:

**ANNEXURE B & D**
**(For Indigenous Items)**

Name of the Participating Pharmaceutical Firm: .....

Tender Enquiry No: .....

**MANUFACTURING & MARKETING AND PRODUCTION CERTIFICATE**

This is to certify that M/s._____is holding valid manufacturing licensesNo. _____date_____ of the State and they are manufacturing the following products since the last three years **(**2022-23, 2023-24 and 2024-25**).**

**It is further certified that the following products are also being marketed in the domestic market for the last three years.The products are as follows:-**

| S.No. | Item No. | Item Name & Description | Pharmacopoeia Strength | Strength | Date of issue of manufacturing License forthe product | Date of marketing the 1st batch |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

| ACTUAL PRODUCTION DETAILS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Item Name** | **Year: 2022-23** | | **Year: 2023-24** | | **Year: 2024-25** | | Remarks |
| | | | | | | | | |
| | | Batch No. | Batch size | Batch No. | Batch size | Batch No. | Batch size | |
| | | | | | | | | |

**Certification: It is certified that the licence for the Fixed Dose Combination Drug (name of the FDC Drug) quoted by the bidder has been granted to the firm in compliance of directives issued by Drugs Controller General of India (DCGI), Central Drugs Standard Control Organization, Ministry of Health and Family Welfare, Directorate General of Health Services, Government of India, New Delhi.**

Note:

1. This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspectorof Drugs/Drug Inspector shall not be accepted unless their authorization by the State Drug Controller to this effect is supported by documentary proof.
2. Firm should have three completed years' experience of manufacturing and marketing as on date of opening of the tender.
3. Firm shall have to produce documentary evidence in respect of production as and when asked for.
4. State Drug Controller & Licensing Authority format shall be accepted subject to the document having all the requisite information as above as required in Annexure B & D.
5. Firms has to submit MMC for last three continuous years for the drug(s) quoted irrespectiveof manufacturing units.

Signature of the Manufacturer

Signature of the State Drug Controller along with address & Seal.

**ANNEXURE B**
**(For Imported Items)**

Name of the Participating Pharmaceutical Firm: ……

Tender Enquiry No: ……

## MARKETING CERTIFICATE

This is to certify that M/s._____is holding valid import licenses No._____dated_____of the State and they are importing the following products since……

**It is further certified that the following products are also being marketed in the domestic market by the firm since ……..**

The products are as follows:-

| S.No. | Item No. | Item Name & Description | Pharmacopoeia Strength (IF ANY) | Strength | Date of Import of 1st Batch |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Note:

1. This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drug Inspector shall not be accepted unless their authorization by the State Drug Controller to this effect is supported by documentary proof.
2. Firm should have three completed years' experience of marketing as on date of opening of the tender.

Signature of the Bidder

Signature of the State
Drug Controller along with address & Seal.

**(On the letter head of Chartered Accountant)**

**Name of the Participating Pharmaceutical Firm: .....**

**Tender Enquiry No: ....**

**ANNEXURE D**
**(For Imported Items)**

| | | **IMPORT DETAILS** | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Item Name** | **Year: 2022-23** | | **Year:2023-24** | | **Year:2024-25** | | Remarks |
| | | | | | | | | |
| | | Batch No. | Batch size | Batch No. | Batch size | Batch No. | Batch size | |
| | | | | | | | | |

Signature of Chartered Accountant along with Address & Seal.

UDIN NO:

Note: Firm shall have to produce documentary evidence in respect of production as and when asked for.

**ANNEXURE "C"**

**(on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized)**

TO BE FILLED IN BY BIDDER AND RETURNED WITH THE TENDER

Name of the Participating Pharmaceutical Firm: ……

Tender Enquiry No: ……

To,

Dy. Medical Commissioner (R.C.),Room No. 312 & 321, III Floor,
Hqrs. Office, ESI Corporation, Panchdeep Bhawan
C.I.G. Road, New Delhi – 110 002

Dear Sir / Madam,

**We ( Name of the Participating Pharmaceutical Firm: ……) have:**

1. **We have carefully perused the Terms and Conditions of the Tender Enquiry No. _____ dated _____ and accept the same in its entirety and without any deviation.**
2. **We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Enquiry.**
3. **If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be considered as null and void.**
4. **We affirm the information and declaration given in Annexure E of TE No ….**
5. **We affirm that the rates quoted are in accordance with the Ceiling price of NPPA (wherever applicable).**

For and on behalf of the firm(Firms Name & Address)

Date:

(Signature of Authorized signatory)

Name:
Designation:
Stamp/Seal:

**WITNESS by Notary Public**

Signed in my presence:

(Signature of Notary Public)

Name (Notary Public):-

Complete Address :-

Stamp & Date:-

**Note: Authorised Signatory is not the witness.**

**Affidavit for ANNEXURE "E"**

**(on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized)**

**Proforma to be filled in by the Tenderer.**

We M/s…….. hereby declare the following information:

## I. GENERAL INFORMATION

| | | |
|---|---|---|
| a) | Name of the Participating Pharmaceutical firm: | |
| | Corporate ID Number (CIN) of the firm | |
| | GeM Supplier ID (if registered with GeM) of the firm | |
| | GSTIN Number of the firm | |
| | Pan Number of the firm | |
| b) | (Information must be correct): -<br>➢ Address for correspondence:<br>➢ Telephone No.:<br>➢ Working Fax No:<br>(Must be provided)<br>➢ Mobile No.:<br>➢ E-mail address for all Correspondences including placing of Supply order:<br>**Note: Pls ensure generic or firm based email ID's instead of name based for ease of PO receipts.** | |
| c) | Whether the firm is Indian / Multi-national. | |
| d) | Whether Small/Medium/ Large scale company. | |
| e) | Whether Firm registered as Micro & Small Enterprises under the Ministry of Micro Small and Medium Enterprises. | |
| f) | Person responsible for conduct of business. | |
| g) | Particulars of Licenses held under Drugs & CosmeticsAct & the details. (If the license is under renewal,certificate from the Drug Controller that the license is under renewal and deemed to be enforced should be enclosed.) | |
| h) | Procurement agency with which registered and the agencies to whom drugs quoted supplied during last one year. | |

| | | |
|---|---|---|
| i) | a) Has the firm ever been convicted in India?<br>If yes give details. | |
| | b) **Any case pending in Court with details.** | |
| j) | Has the **firm** ever been blacklisted/debarred by ESI Corporation/autonomous/ Govt institution **in the last 03 years?**<br>If yes, give details with documentary evidence. | |
| k) | Has the firm ever been debarred/blacklisted for drug(s) **quoted in the bid** by ESI Corporation/ autonomous/ Govt institution **in the last 03 years**<br>If yes, give details with documentary evidence. | |
| l) | Has there been any reported instance of NSQ (Not of Standard Quality) of the item/s being quoted in the bid by the firm in ESI Corporation/ autonomous/ Govt institution **in last 03 years?**<br><br>If yes, give details | |
| m) | Whether the firm is under any current litigation cases with respect to:<br>a) Drugs quoted/ not quoted and/or<br>b) Labor laws in India. | |

**Self-Certification as under**: - (Tick whichever is applicable)

1. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that:

□ We are not from such a country OR,

□ if from such a country, We have been registered with the Competent Authority and shall not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

**OR**

Certificate by Bidders in the cases for work involving possibility of sub-contracting:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that:

□ We are not from such a country OR ,

□ if from such a country, We have been registered with the Competent Authority and shall not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

**OR**

Certificate by Bidders in the cases of specified ToT:

"We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that:-

□ We do not have any ToT arrangement requiring registration with the competent authority, OR

□ We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this Tender Enquiry /procurement (copy enclosed).

2. **MSE Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:……

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number **…..** as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners): …….

**3. Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

**(a) Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

| | |
|---|---|
| Local Content and %age | |
| Location(s) of value addition | |
| **Break up of value addition** | As per clause no 6 B VI & VII of this Tender Enquiry. |

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

□ Class-I Local Supplier/

□ Class-II Local Supplier/

□ Non-Local Supplier.

**(b) We also declare that**

□ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

□ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

**Note:**

- **Please mention numerical quantification percentage of Local Content.**
- **Pls refrain from abstract certification of the local content with phrases like- More/ less than a certain percentage.**
- **Bids of participating pharmaceutical firm not giving numerical quantification percentage shall be summarily rejected for the respective drug/s.**

**4. Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

## II. TECHNICAL

a) Equipment's for material handling, manufacturing of drugs and quality control of drugs.
b) Specialized testing facilities such as Microbiological testing and biological testing;

**c) Details of Technical Staff- (Please mention Name with designation)**
i) **Manufacturing Staff:**
ii) **Quality Control Staff:**

d) Has the firm carried out stability study for drugs quoted?
e) Is the firm basic manufacturer of the drug quoted, if yes, details:
f) Drugs quoted declared sub-standard/recalled during the last three years. Give details with reasons and the remedial action taken:

## III. FINANCIAL

a) Annual Turn-over for formulations during the last three Financial Years (year wise) **(Must be filled)**

**i. 2022-23 : _____ ii. 2023-24 : _____**
**iii. 2024-25 : _____**

_____
_____

b) Name & Address of the Bankers to the firm _____

c) GST No:- _____

**We ..... (Name of the firm) hereby undertake that we are complying with all statutory provisions of GST act and shall not hold ESIC responsible for non-compliance of GST act.**

## IV. DECLARATION

a) We M/s..... declare that rates offered by us in the DG-ESIC Rate Contracts are 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, same shall 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 ESI Tender Enquiry for a further period of two years along with forfeiting the Performance Security Deposit or in its absence the Earnest Money Deposit.

b) We M/s..... hereby declare that the firm shall comply with all the statutes

& legislation regarding manufacturing, import, sale and supply of drugs in India and in particular the following Acts/Enactments viz:

- The Drugs and Cosmetics Act, 1940,
- The Drugs Rules, 1945 (as amended),
- The Legal Metrology Act, 2009,
- The Drugs (Control) Act, 1950,
- The Indian Statistical Institute Act, 1959, GST Act.
- New Drugs and Clinical Trial Rules, 2019

That the firm shall comply to supply drugs of standard quality as prescribed under the provisions of Drug and Cosmetic Act, 1940 (as amended). The bidder shall also undertake not to supply items / drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" as per the guidelines issued by the Drug Controller of India from time to time.

c) We M/s…….. hereby declare that:

"The drugs/items sold to the ESIC under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the pharmaceutical firm/bidder hereby guarantees that the said drugs/items would continue to conforms to their description/ specification and the provisions of law as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said drugs/items.

If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the ESIC in that behalf shall be final and conclusive. ESIC shall be entitled to reject said drugs/items or such portion thereof as may be discovered not to conform to the said description and quality in the manner as prescribed. Such rejection of the drugs/items shall be at the seller's risk and all the provisions herein contained relating to rejection of drugs/items etc. or such portion thereof if is rejected by the purchaser. Nothing herein contained shall prejudice any other right of ESIC in that behalf under this contract or otherwise".

That the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs & Cosmetics Act. Or any other provision of law prevailing in India.

It is declared that the firm / company/ corporation and any of its director / proprietors/ partners/ Authorized signatories are not convicted/ or a criminal case filed against or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Govt/ embezzlement of Govt fund or any criminal conspiracy in the said matter and undertake that firm is not submitting bid for any drug/ combination of drugs which is not approved by DCGI"

d) We state that the license for the quoted product (item) has been granted/ obtained by us as per the provisions of the Drug & Cosmetics Act, 1940 and rules framed there under as

amended till date. We further state that the details regarding the Product/licenses have been uploaded by us on the online 'SUGAM' portal of CDSCO as per rule 84AB of the Drugs and Cosmetics Rules, 1945 as amended till date.
Reference no. for SUGAM portal is_____.

**e) The firm hereby declare that the Fixed dose combinations quoted by the firm in tender enquiry are licensed by Drug Control Department in compliance of directives issued by Drugs Controller General of India (DCGI), Central Drugs Standard Control Organization, Ministry of Health and Family Welfare, Directorate General of Health Services, Government of India, New Delhi.**

I _____ proprietor/ partner/ director/ Authorized Signatory of M/s. _____hereby declare that I have read the terms & conditions of the Tender Document carefully and perused clause 2(XIV) and certify that the information given above and documentation attached in the Tender is true and correct to the best of my knowledge and belief and nothing has been forged or fabricated and no facts have been concealed in compliance.

I also agree that if we (Pharmaceutical firm) participate in more than one tender enquiry published at one time and quote false, forged, fabricated documents or submit different mandatory declarations between different tender enquiries than it shall be construed as violation of Integrity Pact and ESIC reserves the right to summarily reject respective bids of our firm across all tender enquiries along with forfeiture of all EMD's and debarment for a period of two years from participation in all ESI Institutions prospectively including legal action as deemed fit.

Signature of Authorized Signatory:
Name:
Designation:
Seal:

WARNING:
Please read the tender document and the Bid submitted carefully before signing the declaration.

**Attested by Notary Public**

## Annexure P
## (To be filled online only)

PRICE BID

| S. No. | Item Name & Description | Item Code | Unit | Net Rates Unit **offered (in figures) | Net Rates offered/Unit(in words) | Whether GST applicable Yes/No | Brand Name (if any) | Is Price Notified by NPPA, if yes, Order No. & Ceiling Price Mandatory Field | *Retail Sale Price (MRP) |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. |
| 1. | AAA | AA | 1 Tab/Cap | **2.66 (Sample Value) Upto Two decimal places** | ₹ Two and paise Six Six only | Yes | | | |

**Instruction for filling the Annexure P online**

* "Retail Sale Price" means the retail price displayed by the manufacturer under the provisions of the Drug (Prices Control) Order, 1995.
For Column No 7- Please enter
No for NO GST
Yes for GST as applicable

**NOTE: ** Unit Rates to be quoted as per unit mentioned in the Drug Schedule/ BOQ.**
All bidders must take into cognizance any Corrigendum issued before filling up Price Bid.

1. For all oral drugs Tab and Capsule shall be considered equivalent and vice-versa.
2. For all injectables Vial and ampule shall be considered equivalent and vice versa.
3. For Tab/Cap: Sustained Release/ Modified Release /Extended Release/Controlled Release/Prolonged Release/ Delayed Release/ Time Release shall be accepted.
4. For Tab/Cap: Gastro resistant shall be accepted.
5. Drugs and formulation from all Pharmacopeia shall be considered, except in instances where particularly a single pharmacopeia is mentioned.

**Annexure EMD**

**(To be uploaded in Excel as well as PDF uploaded)**

**Name of the Firm: .....**

**Tender Enquiry No:**

**Earnest Money Deposit Criteria**

| S. No. | Item No. | Name of the Drugs | Drug wise EMD (in ₹) as per the Drug Schedule |
|---|---|---|---|
| | | | |
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| **Sum total of EMD submitted in ₹** | | | |

Signature of Authorized Signatory: Name:
Designation:
Seal:

**NOTE: Correct Item No. & Name of the Drugs to be mentioned.**

**ANNEXURE TO**

**(To be uploaded in Excel as well as PDF uploaded)**

**Name of the Firm: .....**
**Tender Enquiry No:**

**Turnover Criteria as per clause 7 of the tender**
**For Financial Years (2022-23, 2023-24 and 2024-25)**

| S.No. | Item No. | Name of the Drugs | Drug wise Turnover (In ₹) as per the Drug Schedule |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| Total number of drug(s) quoted | | | |
| Sum total of Turnover for drug(s) quoted (in ₹) | | | |
| **Total Annual Turnover of the firm from Pharmaceutical Products for Drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) for the year 2022-23** | | | |
| Annual Turnover of the firm for the year 2022-23 from Trade/Market other than Govt. Institutions/ Sale to 3rd Party for drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) | | | |
| **Total Annual Turnover of the firm from Pharmaceutical Products for Drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) for the year 2023-24** | | | |
| Annual Turnover of the firm for the year 2023-24 from Trade/Market other than Govt. Institutions/ Sale to 3rd Party for drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) | | | |
| **Total Annual Turnover of the firm from Pharmaceutical Products for Drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) for the year 2024-25** | | | |
| Annual Turnover of the firm for the year 2024-25 from Trade/Market other than Govt. Institutions/ Sale to 3rd Party for drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) | | | |

Signature of Authorized Signatory:
Name:
Designation:
Seal:

**NOTE: Correct Item No. & Name of the Drugs to be mentioned.**

**ANNEXURE "L"**

**(To be uploaded in Excel as well as PDF uploaded)**

**Name of the Firm: .....**
**Tender Enquiry No.**

I hereby undertake timely and efficient supply of the quoted drugs as per the tender in all the locations where ESIC / ESIS Hospitals and State ESI Directorates are located. The details are as under:

| S. No. | Zone | States | Postal Address of Registered Office in zone | Postal Address of Depot in zone | Name of Reg. office/ Depot In charge along with telephone No. , E-mail etc. of the Zone | GST No. | Manufacturing Drug Licenses or Wholesale Drug Licenses |
|---|---|---|---|---|---|---|---|
| 01 | Zone 1 | Kerala, Karnataka, Tamil Nadu, Puducherry, Andhra Pradesh, Telangana | | | | | |
| 02 | Zone 2 | Maharashtra, Goa, Madhya Pradesh, Chhattisgarh, Gujarat, Rajasthan | | | | | |
| 03 | Zone 3 | Jammu & Kashmir, Punjab, Himachal Pradesh, Delhi & Haryana, Uttar Pradesh, Uttarakhand | | | | | |
| 04 | Zone 4 | Odisha, Jharkhand, West Bengal, Bihar, North EastStates including Sikkim. | | | | | |

Signature of Authorized Signatory Name:

Designation:

Seal:

***Note: Valid documentary evidence for Annexure L has to be submitted along with the bid. (Valid Manufacturing Drug Licenses/ Wholesale Drug Licenses AND GST Certificate Both)***

**(On the letter head of Chartered Accountant) (ORIGINAL)**

**Name of the Firm: .....**
**Tender Enquiry No:**

**ANNEXURE TS:**

**For Financial Years (2022-23, 2023-24 and 2024-25)**

| S. No. | | Financial Year 2022-23 (In Rupees) | Financial Year 2023-24 (In Rupees) | Financial Year 2024-25 (in Rupees) |
|---|---|---|---|---|
| 1. | Annual Turnover from Pharmaceutical Products **for Drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs)** | | | |
| 2. | Sale from Govt. Institution/ ESIC etc. | | | |
| 3. | Sale From open Market: Sale from drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) | | | |
| 4. | Sale from Export: Sale from drug formulations only (excluding sale of Active Pharmaceutical Ingredients or Bulk Drugs) | | | |
| 5. | Sale from Third Party (Manufacturing drugs for other firms/ Private Institutions) | | | |

a) Total of S.No. 3+4=…….
b) Percentage of a) in relation to S.No. 1=…….

**Dated:**

Signature of Chartered Accountant:
Name:
Registration No:
UDIN No.
Seal:

## Annexure "H"

***(on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized)***

**Name of the Pharmaceutical Firm:**

**Tender Enquiry No:**

***Integrity Pact***

**between**

***Employees State Insurance Corporation (ESIC)*** hereinafter referred to as "The Principal"***,*** and (_____) hereinafter referred to as ***"The Bidder/ Contractor"***

***Preamble***

The Principal intends to award, under laid-down organizational procedures, contract(s) for DG ESIC Rate Contract No. …….. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of THE PRINCIPAL**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal shall, during the tender process treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall informthe Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent

corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a) The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of a contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreementor understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids orany other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principalas part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in Indian rupee only.

e) The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s)shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 of the Integrity Pact, or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the terms & conditions of the related Tender Enquiry.

**Section 4 – Compensation for Damages.**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of the Integrity Pact, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security as per the terms & conditions of the related Tender Enquiry.

(2) If the Principal has terminated the contract according to Section 3 of the Integrity Pact, or if the Principal is entitled to terminate the contract according to Section 3, of the Integrity Pact, the Principal shall be entitled to demand and recover the damages from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee as per the terms & conditions of the Tender Enquiry.

**Section 5**- **Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any Country conforming to the anti-corruption approach or with ESI Corporation/any Government institution / Public Sector Enterprise/ Autonomous institution in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the terms & conditions of the related Tender Enquiry.

**Section 6** - **Equal treatment to all Bidder(s) /Contractor(s)/ Subcontractor(s)**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate itsprovisions.

**Section 7– Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor / Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor / Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to Chief Vigilance Officer.

**Section 8 - Independent External Monitor**

(1) The Principal reserve the right to appoint competent and credible Independent External Monitor for thisPact after approval by Central Vigilance Commission or any other authority authorized as per prevalent Government of India instructions. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Director General, Employees State Insurance Corporation (ESIC).

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender related documentation of the Principal including that provided by the Contractor.

The Contractorshall also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted andunconditional access to their tender related documentation. The same is applicable to Subcontractors.

(4) The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Director General, Employees State Insurance Corporation (ESIC) and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the tender proceedings provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor to option to participate in such meetings.

(6) As soon as the Monitor notices, or is of the prima facie opinion, a violation of this agreement, he/she shall so inform the Director General, Employees State Insurance Corporation (ESIC) and requestDirector General, Employees State Insurance Corporation (ESIC) to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor shall submit a written report to the Director General, Employees State Insurance Corporation (ESIC) within 4 to 6 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Director General, Employees State Insurance Corporation (ESIC), a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General, Employees State Insurance Corporation (ESIC) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word "**Monitor"** would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder's six months after the contract has been awarded. Any Violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

In any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General, EmployeesState Insurance Corporation (ESIC).

**Section 10 - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is where the Headquarters Office of the Principal is situated, i.e. New Delhi at present. However, the Principal alsoreserves the right to decide any other place where any other sub office of the Principal is

situated.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) **All the pages of the agreement are to be signed by the Bidder**. If the Bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. The bidder shall not change the contents/ format of the Integrity Pact as prescribed by the Principal in the Tender Enquiry.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

(5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) The sanctions for violations of the Integrity Pact and the process to deal with the matter shall begoverned as per procedure prescribed by ESIC.

| **(For & On behalf of the Principal (ESIC) as First Party )** | **(For & On behalf of Bidder/Contractor as Second Party)** |
|---|---|
| **Office Seal** | **Office Seal** |

**(The authorized signatory must sign on the above designated place in addition to attesting the document on each page)**

Place: _____

Date: _____

Witness 1: _____

(Name & Address): _____
_____
_____

Witness 2: _____
(Name & Address): _____
_____
_____

**Annexure "G"**

**Name of the Pharmaceutical Firm:**
**Tender Enquiry No:**

**Mandate form**

**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. Given in C & H

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

Certified that the particulates furnished above are correct as per our records.

Bank's stamp
Date _____ (_____)
Signature of the authorized/ official

**Forwarding cum Checklist of documents submitted by the firm in Tender:**

| S. No. | Checklist of documents submitted | Page No. in the Bid |
|---|---|---|
| **I** | Earnest Money Deposit as calculated in the form of Account Payee Demand Draft/Banker's Cheque/ FDR/ Bank Guarantee from Scheduled Commercial Bank only (RBI approved list annexed).<br>Note: MSE firms are exempted from submitting EMD subject to submission of valid MSE Certificate from appropriate authority and should be registered under CPPP (Central Public Procurement Portal) as per order no. F.5/4/2018-PPD dated 28/02/2018. | |
| **II** | List of items with Manufacturing and marketing details of the drug(s) quoted as per the prescribed format in Annexure "A" & "F" (without rates) in pdf. | |
| **III** | Non-Local Suppliers shall annex the OM highlighting the exempted drug/s for which the bidder is participating. | |
| **IV** | Detail of licenses for the drug(s) quoted in the prescribed format as per tender enquiry. | |
| **V** | Copy of valid Drug Manufacturing License of the quoted drugs with the list of products approved/permission along with thread of previous Drug Manufacturing License and list of products approved/permission | |
| **VI** | Copy of Valid import license – Form 10 & Form 41 for the quoted drugs along with thread of previous Form 10 & Form 41 | |
| **VII** | a) Copy of valid WHO-GMP Certificate.<br>b) Copy of valid GMP Certificate.<br>(whichever is applicable) | |
| **VIII** | Copy of valid GLP Certificate | |
| **IX** | **For imported Items: Certificate of Pharmaceutical Product (COPP)** and WHO-GMP for all manufacturing sites for the drug(s) quoted preferably along with notarized translation in English by the authorized translator. | |
| **X** | Certificate of approval of Drug Controller General of India for new drugs | |
| **XI** | Copy of Non-Conviction Certificate as per Terms and conditions of Tender Enquiry. | |
| **XII** | **For Indigenous Drugs: -** Manufacturing & Marketing Certificate and Production certificate duly signed by the State Drug Controller in prescribed format i.e. Annexure-B & D as per Clause No. 5(V) of Tender Enquiry. | |
| **XIII** | **For Imported Drugs**:- **Annexure B** (Marketing Certificate) duly signed by the State Drug Controller & **Annexure D** duly signed by the Chartered Accountant in prescribed format. | |
| **XIV** | Certificate of acceptance of Terms and Conditions in **Annexure "C" as an affidavit on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized.** | |
| **XV** | Information and undertaking as per prescribed proforma **(Annexure "E")** | |

| S. No. | Checklist of documents submitted | Page No. in the Bid |
|---|---|---|
| | **as an affidavit on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized.** | |
| **XVI** | A set of **Batch Manufacturing Record** (BMR) of any of the **latest marketed batch** in last three year (as per clause no. 5(XXII) of tender enquiry) shall be uploaded/submitted in technical bid against **each quoted drug code.** | |
| **XVII** | Audited financial statement for the Financial Years 2022-23, 2023-24 and 2024-25 (Balance Sheet and Profit & Loss Account Statement etc.) in respect of annual turnover for formulations. | |
| **XVIII** | A certificate from the Chartered Accountant with reference to sale in the open market as per format of Annexure-TS | |
| **XIX** | Copy of the recent GST Certificate | |
| **XX** | Copy of Annexure-EMD and Annexure-TO | |
| **XXI** | Certificate of Patent, Proprietary from Licensing Authority and trade mark registration certificate (if applicable).<br>**For Imported Drugs:** Participating Pharmaceutical firm shall submit valid Patent Certificate from Patent Office/Notarized Proprietary Article Certificate from the Principal Firm (as the case maybe) | |
| **XXII** | Scanned copy of Original Label of all the drug(s) quoted. | |
| **XXIII** | Company/Authorized Signatory to submit Employer Code No. & copy of last three contributions towards ESI in case factory is covered under ESI Act.<br>OR<br>Company/Authorized Signatory to submit an Affidavit giving address of Manufacturing unit with a declaration that this factory / manufacturing unit is outside the implemented area / notified area by ESI Corporation.<br>OR<br>Company /Authorized Signatory has to submit either a certificate from the Regional Director that the factory is not coverable under ESI Act, in case the factory is within the notified area **or an affidavit to this extent.** | |
| **XXIV** | Letter of authorization to sign and submit the tender (enclose the resolution of board of Directors) along with specimen signature of the authorized signatory. | |
| **XXV** | Individual signing the tenders or other documents connected with the contract must specify whether he signs as: -<br>A. **A sole proprietor** of the pharmaceutical firm or constituted attorney of such sole proprietor.<br>B. **A partner of the pharmaceutical firm**, if it be a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership/agreement or a power of attorney. A copy of partnership agreement attested by a Notary Public should be furnished, or an affidavit on stamped paper by all the partners admitting execution of the partnership of the general power of attorney should be furnished. | |

| S. No. | Checklist of documents submitted | Page No. in the Bid |
|---|---|---|
| | C. **Authorized Signatory if it is a company**; please enclose the resolution of board of Director | |
| **XXVI** | Annexure L is to be uploaded in excel as well as pdf format (Valid documentary evidence (both GST and Drug license of the depot/registered office) for Annexure L to be uploaded) | |
| **XXVII** | Copy of PAN Card and acknowledgement of last IT return. | |
| **XXVIII** | Integrity Pact as per Annexure "H" **on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher and notarized.** | |
| **XXIX** | Bank Mandate Form (Annexure "G") along with copy of cancelled Cheque. | |
| **XXX** | Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the Item wise percentage of local content as per pt. no. 9.b of DPIIT order no. P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024.<br>(**as per Format of Local Content Certificate attached**) | |
| **XXXI** | Notarized Affidavit **on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher,** as per Annexure **"Local Content".** | |
| **XXXII** | In case of Patent/ Proprietary drugs**, Rate Reasonability Certificate as per Annexure "Rate Reasonability Certificate"** | |
| **XXXIII** | Request letter & pre-receipt with revenue stamp affixed for return of EMD submitted. | |
| **XXXIV** | Self-Certification (on Firm letter head) for NPPA Notified Ceiling Price of the drug/s quoted in the bid and Order No. …… | |
| **XXXV** | Annexure "P" i.e. BOQ is to be filled online on CPP Portal. | |
| **XXXVI** | Annexure-A&F, Annexure-EMD, Annexure-TO, Annexure-L, EMD Details and details of licenses are also to be uploaded in excel as per format given. | |
| **XXXVII** | Any other document(s) required as per Terms & Conditions of Tender Enquiry. | |
| **XXXVIII** | **Original Demand Draft/Banker's Cheque/Bank Guarantee / FDR of EMD** as calculated, **Original Label** of all quoted drugs and **Original Integrity Pact** as per Annexure "H" to be submitted **in hard copy** as per terms and conditions of Tender Enquiry. | |

**Note:**

**It is the sole responsibility of the bidder to submit the tender documents as listed above and as per Terms & Conditions of Tender Enquiry. All documents as listed above should be clear & legible, duly attested / notarized, properly indexed & serially page numbered. The complete document should be uploaded digitally for online submission and relevant document to be submitted as hard copy by the authorized signatory. Copies to be uploaded and submitted online should be in proper resolution.**

**The above said instructions should be followed strictly, failing which the tender shall be summarily rejected.**

**The bidder who submits false, forged, fabricated documents or conceals facts with intent to win over the tender shall be construed to be in violation of Code of Integrity as per the Tender Enquiry. The bids of such participating pharmaceutical firms shall be summarily rejected. EMD of such bidder shall be forfeited and the pharmaceutical firm shall be liable for debarring for a period of two years for participation in tender enquiry of all ESI institutions prospectively in addition to legal action as deemed fit.**

**All documents should be uploaded strictly as per checklist of tender document with their specific names. All Affidavits to bear Tender Enquiry Number.**

**All Items labels should be uploaded under form namely Drug Label with complete details. The signature of authorized signatory should be on designated places on documents. In case of attestation, the authorized signatory shall sign additionally on the document alongwith the designated place.**

**Any other document(s), If required as per tender document should also be uploaded.**

**Dy. Medical Commissioner (RC)**

## BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

To
**DIRECTOR GENERAL,**
**ESIC HEADQUATERS OFFICE,**
**CIG ROAD, NEW DELHI - 110002.**

WHEREAS_____(Name and address of the Bidder) (Hereinafter called "The Bidder") has undertaken, in pursuance of _____Dated_____for Supply of___. (Herein After Called "The Tender Enquiry").

AND WHEREAS it is one of the terms of "The Tender Enquiry" that "The Bidder" has to submit a performance Bank Guarantee by a Commercial Bank for EMD.

AND WHEREAS it has been stipulated by ESIC in the said e-Tender Enquiry that "The Bidder" shall furnish ESIC with a Bank Guarantee by a Commercial Bank for the sum specified therein as EMD for compliance with obligations in accordance with "The Tender Enquiry";
AND WHEREAS we have agreed to give "The Bidder" such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to ESIC, on behalf of "The Bidder", up to a total sum of ₹_____(Amount of Bank Guarantee in words and figures),and we undertake to pay ESIC, upon ESIC first written demand declaring "The Bidder" to be in default under control and without demur cavil or argument, any sum or sums within the limits of (Amount of Bank Guarantee) as aforesaid, without ESIC needing to prove or to show grounds or reasons for ESIC demand or the sum specified therein.

A letter from ESIC office that "The Bidder" has committed default in the due and faithful performance of all orany of its obligations under and in accordance with "The Tender Enquiry" shall be conclusive, final and binding on us. We further agree that ESIC shall be the sole judge as to whether "The Bidder" is in default in due and faithful performance of its obligations under "The Tender Enquiry" and ESIC decision that "The Bidder" is in default shall be final and binding on us, notwithstanding any differences between ESIC and "The Bidder" or any disputes between ESIC and "The Bidder" pending before an arbitrator or any other court or tribunal or authority.

In order to give effect to this Bank Guarantee ESIC shall be entitled to act as if we are the principal debtor and any change in our constitution or that of "The Bidder" shall not, in any way, or manner affect our liability or obligation under this Bank Guarantee. ESIC shall have liberty, without affecting in any manner our liability under this Bank Guarantee, to vary at any time, the terms and conditions of "The Tender Enquiry" or to extend the time or period for compliance or to postpone for any time the exercise of any of ESIC rights or enforce or forebear from enforcing any of the terms and conditions of "The Tender Enquiry" and we shall not be released from our liability or obligation under this Bank Guarantee by any exercise of such liberty by ESIC or other forbearance, indulgence, act or omission on ESIC part.

Any notice by way of request, demand or otherwise hereunder may be sent by post/ courier addressed to us at abovereferred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post/ courier it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post/ courier, it shall be sufficient to prove that the envelope containing the notice was posted/ dispatched and a certificate signed by any of ESIC officers that the envelope

was so posted shall be conclusive.

We hereby waive the necessity of ESIC demanding the said debt from "The Bidder" before presenting us withthe demand.

We further agree that no change or addition to or other modification of the terms of "The Tender Enquiry" to be performed there under or of any of "The Tender Enquiry" documents which may be made between ESIC and "The Bidder" shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

We undertake not to revoke this Bank Guarantee in whole or in part whatsoever, during its currency.

This Bank Guarantee shall be valid up to____**(day(s) /month(s)/ year(s))** from the date of openingof e-tender i.e. up to____(indicate date).

.....

(Signature with date of the Authorized Officer of the Bank)

.....

(Name & Designation of Officer)

(Seal, Name & Address of the Bank and Address of the Branch along with e-mail address and **Employee ID** of the Issuing Officer)

## BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
**DIRECTOR GENERAL,**
**ESIC HEADQUATERS OFFICE,**
**CIG ROAD, NEW DELHI - 110002.**

WHEREAS_____(Name and address of the Bidder) (Hereinafter called "The Bidder") has undertaken, in pursuance of _____ Dated_____ for Supply of _____. (Herein After Called "The Tender Enquiry").

AND WHEREAS it is one of the terms of "The Tender Enquiry" that "The Bidder" has to submit a performance Bank Guarantee by a Commercial Bank for Performance Security.

AND WHEREAS it has been stipulated by ESIC in the said e-Tender Enquiry that "The Bidder" shall furnish ESIC with a Bank Guarantee by a Commercial Bank for the sum specified therein as Performance Security for compliance with obligations in accordance with "The Tender Enquiry";
AND WHEREAS we have agreed to give "The Bidder" such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to ESIC, on behalf of "The Bidder", up to a total sum of ₹ _____(Amount of Bank Guarantee in words and figures), and we undertake to pay ESIC, upon ESIC first written demand declaring "The Bidder" to be in default under control and without demur cavil or argument, any sum or sums within the limits of (Amount of Bank Guarantee) as aforesaid, without ESIC needing to prove or to show grounds or reasons for ESIC demand or the sum specified therein.

A letter from ESIC office that "The Bidder" has committed default in the due and faithful performance of all or any of its obligations under and in accordance with "The Tender Enquiry" shall be conclusive, final and binding on us. We further agree that ESIC shall be the sole judge as to whether "The Bidder" is in default in due and faithful performance of its obligations under "The Tender Enquiry" and ESIC decision that "The Bidder" is in default shall be final and binding on us, notwithstanding any differences between ESIC and "The Bidder" or any disputes between ESIC and "The Bidder" pending before an arbitrator or any other court or tribunal or authority.

In order to give effect to this Bank Guarantee ESIC shall be entitled to act as if we are the principal debtor and any change in our constitution or that of "The Bidder" shall not, in any way, or manner affect our liability or obligation under this Bank Guarantee. ESIC shall have liberty, without affecting in any manner our liability under this Bank Guarantee, to vary at any time, the terms and conditions of "The Tender Enquiry" or to extend the time or period for compliance or to postpone for any time the exercise of any of ESIC rights or enforce or forebear from enforcing any of the terms and conditions of "The Tender Enquiry" and we shall not be released from our liability or obligation under this Bank Guarantee by any exercise of such liberty by ESIC or other forbearance, indulgence, act or omission on ESIC part.

Any notice by way of request, demand or otherwise hereunder may be sent by post/ courier addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post/ courier it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post/ courier, it shall be sufficient to prove that the envelope containing the notice was posted/ dispatched and a certificate signed by any of ESIC officers that the envelope was so posted shall be conclusive.

We hereby waive the necessity of ESIC demanding the said debt from "The Bidder" before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of "The Tender Enquiry" to be performed there under or of any of "The Tender Enquiry" documents which may be made between ESIC and "The Bidder" shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

We undertake not to revoke this Bank Guarantee in whole or in part whatsoever, during its currency.

This Bank Guarantee shall be valid up to _____ **(day(s) /month(s)/ year(s))** from the date of Award of Contract i.e. up to _____ (indicate date).

.....

(Signature with date of the Authorized Officer of the Bank)

.....

(Name & Designation of Officer)

(Seal, **Employee ID,** Name & Address of the Bank and Address of the Branch along with e-mail address of the Issuing Officer)

| | | |
|---|---|---|
| 1. | **GST Number of ESIC** | **07DELE00045DIDA** |
| 2. | **PAN NUMBER OF ESIC** | **AAAJE0888Q** |
| 3. | **Bank Details required for formationof Bank Guarantee** | **Account number :- 11084244187 IFSC Code :- SBIN0000691** |

**Annexure "Local Content"**

**Notarised Affidavit (on non-judicial stamp paper of ₹ 300/- or appropriate value as per applicable state rules, whichever is higher)**

To

The Director General,
ESIC, Headquarters' Office,
C.I.G Road, New Delhi-110002

I _____ (Name of Authorised Signatory) on behalf of M/s. _____(Name of the participating pharmaceutical firm) and Shri _____(Name of Chartered Accountant/ Statutory Cost Accountant/Cost Auditor) on behalf of M/s_____(Name of the Firm) solemnly certify the local content along with the method of calculation and that the local content has been counter verified by two formulas as per clause 6 of OM no. 31026/4/2018/Policy Dated 01.01.2019 & as per DPIIT Order No. P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024.

I Shri _____(Name of Chartered Accountant/ Statutory Cost Accountant/Cost Auditor) on behalf of M/s_____(Name of the Firm) solemnly certify the local content for all batches manufactured by the firm M/s_____(Name of the Firm) during the period **January 2025 to December 2025** duly examining the values under the following head in Table I below:

Table I

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Sno. | Item no | Item Description | Tax invoice/s of raw material (API) | Tax invoice/s of packaging | Tax invoice/s of Excipients & preservatives | Conversion Cost | Certificate of Analysis of the API with number | Percentage (%) of Local content | Any other relevant input |
| | | | (Please mention the Tax Invoice Number) | | | | | | |

It is also certified that the declaration of the M/s _____(Name of the participating pharmaceutical firm) for Local Content submitted in this DGESIC tender enquiry No. _____ with respect to above Item/s is/are true & correct and nothing has been concealed or hidden in order to win the tender.

We are also enclosing the notarised copy of local content certificate submitted in the bid.

Contd..2/-

If this declaration is found to be false, forged or fabricated or conceals fact with an intent to win the tender then M/s. _____(Name of the participating pharmaceutical firm) shall be construed to be violating the Integrity Pact as per tender document and bid of M/s _____ (Name of the participating pharmaceutical firm) shall be summarily rejected in addition to punitive action under the MII orders and as per clause 2(XIV) of Tender Enquiry.

| | |
|---|---|
| For and on behalf of the firm<br>(Firm's Name & Address)<br><br>Signature of Chartered Accountant/<br>Statutory Cost Accountant/Cost Auditor<br>Name:<br>M.No.<br>Seal: | For and on behalf of the firm<br>(Firm's Name & Address)<br><br>Signature of Authorized Signatory of firm.<br><br>Name:<br>Seal: |

Place _____
Date _____

| | |
|---|---|
| Witness 1._____<br>(Name & Address)_____ | Witness 2._____<br>(Name & Address)_____ |

Signed in my presence :
Name:

(Signature of Notary Public)
Name ( Notary Public):-
Complete Address :-
**Stamp & Date:-**

Note:

- Authorized Signatory, Chartered Accountant Statutory Cost Accountant/Cost Auditor and Notary Public are not the witness.
- ESIC reserves the right of verification of Item wise Local Content and for such verification original/ notarised copies of all documents including tax invoices as per Table I on prepage shall be submitted by the bidder to ESIC.
- Annexure –Local Content is not applicable for the participating pharmaceutical firm categorized as Non Local Supplier

**Format of Local Content Certificate**
**(*This to be submitted by all bidders including Non-Local suppliers*)**

I _____(Name of Statutory Auditor/Cost Auditor/ Practicing Cost Accountant/Practicing Chartered Accountant) on behalf of M/s_____(Name of the Firm) solemnly certify the local content for all batches manufactured by the firm M/s_____(Name of the Firm) during the period **January 2025 to December 2025** duly examined and declares the local content for the quoted item(s) as under:

| S. No. | Item Code/No. | Tender Enquiry No. | Item Name | Details of Location(s) at which value addition is made | Percentage (%) of Local content | Category: (Class-I/ Class-II/ Non-local Supplier) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**NOTE:**

- (Item wise certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per 9 b of DPIIT order no. P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024 from Department of Pharmaceuticals).
- The calculations of local content used in manufacturing of quoted drugs/medicines are done in accordance with OM No. **31026/4/2018/Policy &** P-45021/12/2017-PP (BE-II)-Part(4) vol.II dated 19.07.2024 respectively and any amendment issued thereof.

Signature of Statutory Auditor/Cost Auditor/
Practicing Cost Accountant/
Practicing Chartered Accountant(as applicable)
Name:
Registration No:
UDIN No.
Seal:

**Annexure "<u>Rate Reasonability Certificate</u>"**

## Rate Reasonability Certificate

(*This to be submitted on the letter head of the firm by all bidders including Non-Local suppliers,* in case the quoted drug/item is Patent/ Proprietary in nature)

***I/We do hereby certify that prices quoted by us against this tender are the lowest and not higher than as applicable to other Govt. Deptts./Undertakings/Private Organizations under similar circumstances.***

***We also certify that the quoted rates are not higher than rates quoted/prices charged by us for same items to other Customers.***

***Date:*** ***(Seal & Signature of the Tenderer)***