सत्यमेव जयते

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कर्मचारी राज्य बीमा निगम

(श्रम एवं रोज़गार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labour & Employment, Govt. of India)

DG-ESIC CENTRAL RATE CONTRACT NO. – 157
FOR SUPPLY OF DRUGS & DRESSINGS

(VALID FROM 10th JUNE, 2024 to 9th JUNE, 2026)

HORMONES
DRUGS USED IN INFECTION AND INFESTATION
ANAESTHETIC AND AGENTS FOR PRE-MEDICATION
FLUIDS AND ELECTROLYTES

STRICTLY FOR OFFICIAL USE

मुख्यालय/HEADQUARTERS'

कमरा नंबर 312 और 321, तीसरी मंजिल, पंचदीप भवन, सी.आई.जी मार्ग, नई दिल्ली -110 002

Room No. 312 & 321, 3rd Floor, Panchdeep Bhawan, C.I.G. Marg, New Delhi-110002

www.esic.gov.in, ☎ 011-23604773, ✉ dmc-rc@esic.nic.in

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STRICTLY FOR OFFICIAL USE ONLY

कर्मचारी राज्य बीमा निगम
(श्रम एवं रोज़गार मंत्रालय, भारत सरकार)
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Panchdeep Bhawan,C.I.G. Marg,New Delhi-110002 www.esic.nic.in,
☎011-23604773,✉ dmc-rc@esic.nic.in

No. U-25/12/DG-ESIC/RC/157/2023-Med V(E-101005) **Dt: 10th June 2024**

From:

The Director General,
E.S.I. Corporation,
Panchdeep Bhawan,
C.I.G Road,
NEW DELHI - 110 002.

To

Director (Medical) Delhi/Noida
Dean-PGIMSR's/ All ESIC Medical Colleges & Hospitals/Dental Colleges
Medical Superintendent – All ESIC & ESIS Hospitals,
Director, ESI Scheme – All States & UTs.

Sub: **PURCHASE OF DRUGS AND DRESSINGS UNDER THE E.S.I. CORPORATION CENTRALISED RATE CONTRACT NO. 157 EFFECTIVE FROM 10.06.2024 TO 09.06.2026.**

Sir / Madam,

Please find enclosed a copy of the DG-ESIC Centralized Rate Contract duly adhering to Public Procurement (Preference to Make in India) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, finalized for supply of Drugs and Dressings under the ESI Scheme in the country.

Validity of this Rate Contract is for a period of two years i.e. w.e.f. 10.06.2024 TO 09.06.2026.

Further, the following terms & conditions are issued to govern operation of the Rate Contract:-

1. Immediately on receipt of this communication, the Chief Direct Demanding Officers- Medical Superintendent/Dean/Director (Medical) Delhi/Director (Medical) Noida/DIMS/AMO shall intimate the names and complete address of the officers who have been designated as Direct Demanding Officer for the purpose of operation of this Rate Contract on his behalf, to all the Rate Contract holders. The Rate Contract holders would entertain the supply orders & related correspondences from the officers working as DDOs only after the receipt of such communication from the Chief DDOs.

2. Supply orders will be placed by Medical Superintendents/Deans/Director, Insurance Medical Services of various States, who for the purpose of this Rate Contract, shall be designated as Chief Direct Demanding Officer and will 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 & conditions of the Rate Contract. The Chief Direct Demanding Officer can also designate any of his subordinate officer as Direct Demanding Officer (DDO) to operate this Rate Contract.

3. All the supply orders shall be signed only by the officers who have been duly authorised and included in the list of DDOs. **DDOs will send scanned copy of the Purchase Order mandatorily through email followed by speed post directly to the Approved Pharmaceutical Firm. The due date of delivery will be counted from the date of issuance of purchase order via email. It shall be the responsibility of DDOs to monitor the activity of placing purchase order via email/online module.**

4. The Chief DDOs may bring to the notice of the undersigned the discrepancies (especially in rate, packing, composition of the drug) if any observed by them.

5. The Chief DDOs shall monitor the performance of the Rate Contract holding firms in regard to their execution of supply orders in time. He shall send a consolidated quarterly non-supply report along with the comments and details as under: -

PROFORMA FOR NON-SUPPLY REPORT

R.C. No.	Item No. & Name of Drug	Name of firm	S.O. No. with Date	Preference (L1/L2/L3)	Qty. not supplied	Risk Purchase/ penalty levied	Payment if pending	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.

6. The applicability of GST may affect to some extent the rates finally approved under this Rate Contract and in such cases, orders may be placed to the firm at the lowest rates. While taking this step, the benefit of concession in rate of GST available under GST Act or the rules framed there under will be taken into account.

7. It will be ensured before placing order by the Direct Demanding Officer that necessary funds are available and **payment of bills should be arranged expeditiously within 4-6 weeks time of the execution of the orders by the Rate Contract Holder and there should not be unnecessary delay in the payment of their bills.**

8. Supply orders will 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.

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

10. The approved Pharmaceutical firm will supply the items immediately on demand or latest within six weeks of placing of supply order throughout the period of contract.

11. Supply orders against the contract will be accepted as long as these reach the approved Pharmaceutical firm on or before last date of the currency of the contract. Supply orders received during the closing days should be complied within due course, in accordance with the contract if *even though in some cases owing to contract having expired, supplies are to be complied with* even after the expiry of the last date of the contract.
12. Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the approved Pharmaceutical firm to supply the item as per the specifications of the relevant rate contract.

SUPPLIES

13. The purchaser will not pay separately for transit insurance and the contractor will 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, will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores, that may have occurred during the transit.

14. During transit approved 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 will be counted as a non-supply.

15. The prices approved are F.O.R. Destination per unit and are exclusive of GST except where indicated but inclusive of all charges for packing and forwarding.

16. 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 will not be sold to the public/open market.

17. **<u>The approved</u> Pharmaceutical firm will have to supply drugs directly in the quantity ordered, to ESIC or ESIS Institutions. The approved Pharmaceutical firm 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 will 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.

18. Marking:

Each packing shall be printed with nomenclature of the drug and shall be labelled 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.

19. **Packing:**

a) **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 will not be considered valid and will be rejected.**

b) Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.

c) Supplies to be made in proper boxes.

d) Liquid orals to be supplied only in glass/ plastic bottles conforming to Drugs & Cosmetics Act and rules made there under.

e) Large volume parenterals to be supplied only in plastic bottles / polypacks conforming to Drugs & Cosmetics Act and rules made there under.

f) 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.

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

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

i) All containers i.e. bottle, 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 will be disqualified.

j) All DGESIC approved Pharmaceutical firm will make supply w.e.f. 01.01.2023 bearing Quick response code on its label at each level packaging that store data or information readable with software application to facilitate tracking and tracing. The stored data or information shall include the minimum particulars as per G.S.R. 20E of Gazette Notification dated 18.02.2022.

20. Life Period :

I:

a) 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.

b) 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.

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

II.

Notwithstanding the above, DDOs/Authorized nominated officer by DDO 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, 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 financial loss to the Corporation.

21. Pharmacopoeia Specifications:

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

22. The Stores accepted should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made thereunder as amended upto date and Drug Price Control Order.

23. It should be ensured that ISI Code No. is indicated on the packing and at the time of supplies, it must be ensured that the items supplied has ISI Mark as well as Code No.,as is the statutory requirement of the Bureau of Indian Standards.

24. Testing of Drugs – Quality Control

a. Approved Rate Contract Holder should submit a Test Report that particular batch of medicines tested by the Government/ Government approved Laboratories (as per list circulated from ESIC Hqrs/ Hospitals/ State Govt. from time to time) along with each supply.

b. The Director General, ESI Corporation shall be at liberty to undertake regular and random testing of the drugs supplied by the approved Pharmaceutical firm/ firms at regular interval to maintain and ensure the quality of drugs.

c. The Chief D.D.Os may get at least l0% of the drugs tested in the Government Laboratory, or in any of the Govt. Approved laboratories. Instructions issued in this regard from Hqrs. Office time to time may please be adhered to.

d. Details of the items found not of standard quality should be brought to the notice of the undersigned along with the test reports immediately. All such test reports should necessarily come through Chief D.D.Os only. A copy of the test report should be sent immediately to the firm, the concerned Drug controllers, and respective Central Drug Control authorities for necessary action.

e. The report of the Govt./Govt. approved laboratory shall be accepted by the approved Pharmaceutical firm. In case the same is disputed by the approved Pharmaceutical firm the report of the Appellate Laboratory only will 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 approved Pharmaceutical firm. For this, the approved 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. In case no response is received from the approved Pharmaceutical firm within the stipulated period, action as deemed fit as per terms & conditions of the Rate Contract will be initiated.

f. <u>For imported items</u>: - The approved Pharmaceutical firm must submit the In-house test report of Principal manufacturer with each batch of supply.

g. If any drug/s supplied against this Rate Contract are found to be "Not of Standard Quality" on inspection by Competent Authority, the approved Pharmaceutical firm will be liable to replace the entire quantity within 15 days otherwise risk purchase will be charged from the approved Pharmaceutical firm/s.

h. If the product is found to be "Not of Standard Quality", the cost of testing will be recovered from the approved Pharmaceutical firms and further action will be taken as per clause no. 25 mentioned below:

25. The classification of defects into different categories is as per the guidelines issued by the Drugs Controller General (India), Central Drugs Standard Control Organization (CDSCO) & action will be taken by ESIC for each category of defects, described as below: -

A. CATEGORY 'A' DEFECT (Spurious / Adulterated Drugs)-

If any item / Batch of the item declared Not of Standard quality (NSQ) under Category A .

- Recall of the NSQ item immediately from all ESIC & ESIS Institutions. Recoveries 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 /approved Pharmaceutical firm from current and all future DGESIC Rate Contract for participation in tender enquiry of all ESIC institutions prospectively for a period of two years.
- Rate Contract Holder/ approved Pharmaceutical firm will 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. CATEGORY 'B' DEFECT (Grossly Substandard Drugs)

1. **If single item/ Batch of item is declared NSQ under Category B**
   - Recall of the NSQ item immediately from all ESIC & ESIS Institutions. 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 approved Pharmaceutical firm.
   - Rate Contract Holder/ approved Pharmaceutical firm will 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 approved Pharmaceutical firm is declared NSQ under Category B**
   - 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 DGESIC Rate Contract for this 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 approved Pharmaceutical firm.
   - **Any subsequent (3rd onwards) NSQ reported** of the individual approved Pharmaceutical firm will 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/ approved Pharmaceutical firm will 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 approved Pharmaceutical firm is declared NSQ under Category B within a year

- 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 this item (2nd NSQ) as per clause 13(III) of TE.**
- Debarring of Rate Contract Holder/approved 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/ approved Pharmaceutical firm will 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. CATEGORY ' C' DEFECT (Minor Defects)

1.If single item/ Batch of item is declared NSQ under Category C

- 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/ approved Pharmaceutical firm will 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 approved Pharmaceutical firm is declared NSQ under Category-C.

- 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/ approved Pharmaceutical firm will 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 approved Pharmaceutical firm is declared NSQ under Category C within a year.

- 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 this item (2nd NSQ) as per clause 13(III) of TE.
- **Any subsequent (2nd NSQ onwards)** NSQ reported of the individual approved Pharmaceutical firm will 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/ approved Pharmaceutical firm will 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.

26. **Delivery Period – Risk Purchase**

a. Delivery period will be of six weeks from the date of **issuance of purchase order via email** and the approved Pharmaceutical firm shall execute the order within stipulated time.

b. If the approved Pharmaceutical firm fails to execute the supply order within the stipulated period of six weeks, a penalty of two (2) percent of the value of the order calculated at the contract rate per week or a part of a week will be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders. An approved Pharmaceutical firm can seek extension of the delivery period with the prior consent of the Direct 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 will be levied.

c. 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 approved 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. All DDOs of ESIC & ESIS Institutions shall record each instance of Non-Supply of respective approved Pharmaceutical Firm and a consolidated quarterly non-supply report to be submitted at ESIC HQRS.

Extension of delivery period cannot be claimed as a matter of right but will be at the discretion of concerned Officer.

d. i) 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 approved Pharmaceutical firm. **The**

extra expenditure involved in procuring supplies from elsewhere i.e. L2 firm/other running Govt. Contract/ Local Purchase etc. will be recoverable from the approved Pharmaceutical firm, in full at discretion of Direct Demanding Officers.

ii) The recoveries thus due will be deducted from any sum payable by the 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 will 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.

e. If the approved 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.

27. **Payment**

Payment for the supply will 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 approved 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.

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

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

- The approved 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.

30. Rate Schedule along with list of item-wise finalized rates, along with name of the approved firms is enclosed: -

(a) Items where rates of more than one firm have been approved, order should be placed to the firm at First Preference and whose rates are the lowest. In case of non-supply by such firm, order shall be placed to the firm with the next higher approved rate invoking risk purchase.

(b) In case of items, where two approved Pharmaceutical Firms exist at L-1(1st Preference), it is mandatory for all Direct Demanding Officers (DDOs) to place Supply Orders in the ratio of **50% of the order quantity to each L-1 approved Pharmaceutical firm on each instance** *of placing of supply order in adherence to Public Procurement* (Preference to Make in India) Order, 2017 guidelines issued vide Order dated 16.09.2020.

31. No other document should be entertained for giving any cognizance for placing the supply orders.

32. The Letter of Award issued to the firms by this office cannot be used for placing orders.

33. Standing Committee on Government e-Market (SCoGeM) under the Ministry of Labour & Employment has granted exemption to formulate and operate DG-ESIC Rate Contract for the Drugs other than drugs reserved for CPSUs as per Minutes of the meeting vide Office Memorandum No. Z-20025/01/2023-Adm.II dated 15.02.2024.

34. 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 will 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 aspracticable after the event has come to an end or ceased to exist.

35. It shall be the sole responsibility of Medical Superintendents/Deans/Director (Medical) Delhi/Director (Medical) Noida/DIMS/AMO/ Head of Institutions of respective State to maintain an optimum Inventory level with strict control as per ABC-VED matrix and ensure the drug formulary of the respective institution is followed in right earnest to provide medical services to ESI Beneficiaries.

36. All Deans/MSs/ DIMS/ Head of ESIC & ESIS Institutions are requested to keep a vigilant check on procurement of drugs in order to avoid obsolescence/expiry/excessive procurement of drugs resulting in infructuous expenditure.

This issue with the approval of Competent Authority.

Yours faithfully,

Encl.: As above.

(Dr. Anita Karanwal)
Dy. Medical Commissioner (RC)
For: DIRECTOR GENERAL
उप चिकित्सा आयुक्त (दर संविदा/प्रापण शाखा)

Copy to:

1. All Chief Direct Demanding Officers (In-Charge) of ESI Scheme of all States/UT's for information and with the request to circulate this letter along with enclosures among all DDOs under their control for necessary compliance. They are also requested to send the list of DDOs to the firms approved in the Rate Contract.
2. PPS/PS to Director General for information of Director General.
3. PPS/PS to Finance Commissioner for information.
4. PPS/PS to Medical Commissioner (Procurement/ Medical Services/ Medical Education / Medical Administration) for information.
5. Accounts Branch – V (Hqrs. Office)
6. Web Information Manager for uploading on ESIC HQRS Website.
7. Guard File.

Dy. Medical Commissioner (RC)
For: DIRECTOR GENERAL
उप चिकित्सा आयुक्त (दर संविदा/प्रापण शाखा)

List of Approved Pharmaceutical firms of Rate Contract No. 157

S.No	Name of the Approved Pharmaceutical Firm	Contact details (Mobile Number and email address)	Postal Address of Approved Pharmaceutical Firm for correspondence
1	Aculife Healthcare Pvt Ltd	07926839100, 9099069072, 9099165218 tendersales.sachana@aculife.co.in,nitantbhatt@aculife.co.in,sales.sachana@aculife.co.in,brijeshsanghvi@aculife.co.in	Commerce House V, Besides Vodafone House, Prahladnagar Corporate Road,Ahmedabad 380051,Gujarat, India.
2	BDR Pharmaceuticals International Pvt. Ltd.	98113 83631 / 91360 03333 manoj.kapoor@bdrpharma.com	Administrative Office: 3rd Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road, Mumbai – 400 004 India
3	Brawn Laboratories Limited	8448300569, 8800275984, 0124-2970224 inst@brawnlabs.in	Brawn Laboratories Limited, Plot No. 44, Pace City-1, Sector-37, Gurgaon-122001 (Haryana)
4	Brooks Laboratories Limited	9218567109, 7876232058, 9218567108, 01795-236939 liasoning.baddi@brookslabs.net,inst.business.baddi@brookslabs.net,store@brookslabs.net	Village Kishanpura, Nalagarh Road, Baddi (H.P.) 174 101
5	Eli Lilly and Company (India) Pvt. Ltd.	9910897355 tendersinfo@lilly.com,singh_inderpal@lilly.com	Plot No. 92, Sector 32, Gurgaon - 122001, Haryana
6	Martin & Brown Bio-Sciences	95017-07418 sbh@martinbrown.in,impex.sbh@gmail.com	Village- Malkumajra,Opposite Anapurna Hotel Post Office Bhud, Teshil-Baddi,Distt-Solan(H.P.)173205
7	Mascot Health Series Pvt.Ltd	9212114431, 8800220714 gmsales.mkt@mascothealth.com,rkc.mascothealth@gmail.com	75, 2nd FLOOR,LSC J-BLOCK,DDA Market, VIKAS PURI NEW DELHI – 110018
8	Med Manor Organics Pvt. Ltd.	9310222501 & 8004938475, 8898880276 yogendra.mishra@medmanor.in,ganesh.jayaraman@medmanor.in,institutions@medmanor.in	16-11-477/45, Sri Krishna Nilyam, Dilsukh Nagar, Hyderabad - 500036
9	Samarth Life Sciences Pvt. Ltd.	8591082841, 9967472793, 022-28719501-09 samarth.tenders@samarthlife.com,rajive.shrivastava@samarthlife.com	Samarth House, 168, Bangur Nagar, Off Link Road, Near Ayappa Temple & Kallol Kali Temple Goregaon (West), Mumbai - 400 090 India

List of Approved Pharmaceutical firms of Rate Contract No. 157

10	Signature Phytochemical Industries	9930212908, 022-66261409,022-66261414 marketing@signaturepi.in	310,3rd Floor, T.V Industrial Estate, S.K. Ahire Marg, Worli , Mumbai, 4000 30 Maharashtra
11	Themis Medicare Limited	9022951026, 022-67607080 instmgr@themismedicare.com, elizabeth@themismedicare.com	11/12,Udyog Nagar,S.V.Road,Goregaon(W),Mumbai-400104
12	Theon Pharmaceuticals Limited	7696000688,9218622823, 0172-5210200 tender@theonpharma.com,spsingh@theonpharma.com	Plot No. 400, Industrial Area, Phase-1, Panchkula-134113
13	Unicure India Ltd	9910676844, 9810337912, 0120-4786786,4786701 to 711 unicure@unicureindia.com,mkumar712@gmail.com	C-21, 22 & 23, Sector-3, Noida-201301, Distt. Gautam Budh Nagar (U.P.)
14	Zuventus Healthcare Limited	9820511787, 9930351395 sheetal.khanvilkar@zuventus.com,Nilesh.Nabar@zuventus.com	Zuventus House, Plot Y2, CTS NO: 358/A2, Near Nahur Railway Station, Nahur (West), Mumbai-400078

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S.No.	Item No.	Description
1	161	Ampicillin Dry Syp- Each 5ml to contain: Ampicillin 125mg
2	196	Chloroquine Syp- Each 5ml to contain: Chloroquine Phosphate 50mg.
3	1290	Fentanyl Inj- Each ml to contain: Fentanyl 50mcg.
4	1327	Potassium Chloride Inj- Each ml to contain :Potassium Chloride I.P. 0.15 gm
5	1561	Ertapenem Sodium Inj- Each vial to contain: Ertapenem 1 gm (equ. to Ertapenem sod.1.046 gm.) IV / IM
6	1767	Sitagliptin 50mg + Metformin 1000mg Tab/Cap - Each Tab/Cap To contain: Sitagliptin 50mg, Metformin 1000mg
7	1770	Insulin Lispro Inj- Each Cartridge contain: Insulin Lispro (100 IU/ml) [Monocomponent Insulin, recombinant DNA origin]
8	1773	Tigecycline Inj- Each vial to contain: Tigecycline 50mg
9	2352	Secnidazole Tab/Cap- Each Tab/Cap to contain: Secnidazole 1 gm
10	2361	Sodium Chloride Inj- Each Bottle to contain: Sodium Chloride 3%
11	2366	Midazolam Inj- Each ml to contain: Midazolam 5mg
12	2374	Ketorolac Inj- Each Vial/Amp to contain: Ketorolac 30mg
13	2378	Isoprenaline Inj- Each ml to contain: Isoprenaline 2mg
14	2394	Micronized Progesterone Inj- Each ml to contain: - Micronized Progesterone100mg
15	2397	Methylergometrine Inj- Each ml to contain: Methylergometrine Inj.-0.2mg
16	2462	Posaconazole Tab/Cap- Each Gastro Resistant/ Delayed ReleaseTab/Cap contain:Posaconazole 100mg
17	1551a	Amoxycillin+Clavulanate+Lactic Acid Bacillus Tab/Cap- Each Tab/Cap to contain: Amoxycillin Trihydrate Eqv. to Amoxycillin 500mg, Clavulanate Potassium Eqv. to Clavulanic Acid 125mg, lactic Acid Bacillus – 60 Million Spores
18	1590b	Triamcinolone Inj- Each ml to contain: Triamcinolone 40mg
19	245b	Succinyl Choline Inj- Each ml to contain: Succinyl Choline Chloride 50mg.
20	413a	Teicoplanin Inj- Each vial to contain :Teicoplanin 200mg.

Employees' State Insurance Corporation

Rate Schedule of Running Rate Contract No. U-25/12/DG-ESIC/RC/157/2023-Med V(E-101005) for RC 157 Valid from Monday , June 10th 2024 to Tuesday , June 9th 2026

Item No	*Drug Description*	*Packing*

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*

161	Ampicillin Dry Syp- Each 5ml to contain: Ampicillin 125mg	30ml Bottle

Unicure India Ltd	18.97/ 30ml Bottle	30ml Bottle	First & Only	AMPI-AMPI SAME AS IN ITEM

Rupees Eighteen AND Paise Nine Seven Only

196	Chloroquine Syp-Each 5ml to contain: Chloroquine Phosphate 50mg.	60ml Bottle

Martin & Brown Bio-Sciences	9.35/ 60ml Bottle	60ml Bottle	First & Only	LAIRZO-AG SAME AS IN ITEM

Rupees Nine AND Paise Three Five Only

1290	Fentanyl Inj- Each ml to contain: Fentanyl 50mcg.	2ml Amp

Themis Medicare Limited	34.48/ 2ml Amp	2ml Amp	First & Only	THEMIFENT SAME AS IN ITEM

Rupees Thirty Four AND Paise Four Eight Only

1327	Potassium Chloride Inj- Each ml to contain :Potassium Chloride I.P. 0.15 gm	10ml Amp

Martin & Brown Bio-Sciences	9.65/ 10ml Amp	10ml vial/Amp	First & Only	KALCO SAME AS IN ITEM

Rupees Nine AND Paise Six Five Only

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Item No	*Drug Description*	*Packing*
1561	Ertapenem Sodium Inj- Each vial to contain: Ertapenem 1 gm (equ. to Ertapenem sod.1.046 gm.) IV / IM	1 Vial

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*
BDR Pharmaceuticals International Pvt. Ltd.	1215.00/ 1 Vial	1 Vial	First & Only	E-PEN SAME AS IN ITEM

Rupees One Thousand Two Hundred Fifteen AND Paise Zero Zero Only

1767	Sitagliptin 50mg + Metformin 1000mg Tab/Cap - Each Tab/Cap To contain: Sitagliptin 50mg, Metformin 1000mg	1 Tab/Cap

Med Manor Organics Pvt. Ltd.	3.47/ 1 Tab/Cap	10 Tablets	First	Sitablis - M 50/1000 SAME AS IN ITEM

Rupees Three AND Paise Four Seven Only

Theon Pharmaceuticals Limited	3.47/ 1 Tab/Cap	10's	First	SAME AS IN ITEM

Rupees Three AND Paise Four Seven Only

Brawn Laboratories Ltd.	3.83/ 1 Tab/Cap	10 X 10 Tablets	Second	STAGTIN-M SAME AS IN ITEM

Rupees Three AND Paise Eight Three Only

MASCOT HEALTH SERIES PVT TLD	7.50/ 1 Tab/Cap	15 Tab	Third	SITAROZ-M 1000 SAME AS IN ITEM

Rupees Seven AND Paise Five Zero Only

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Item No	*Drug Description*	*Packing*

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*

1770	**Insulin Lispro Inj- Each Cartridge contain: Insulin Lispro (100 IU/ml) [Monocomponent Insulin, recombinant DNA origin]**			**3ml Inj**
Eli Lilly and Company (India) Pvt. Ltd.	**369.00/ 3ml Inj**	**3ml Cartridge**	**First & Only**	**HUMALOG SAME AS IN ITEM Manufactured by: Eli Lilly Italia S.P.A. via Gramsci 731-733, 50019 Sesto Fiorentino – (FI), Italy**

Rupees Three Hundred Sixty Nine AND Paise Zero Zero Only

1773	**Tigecycline Inj- Each vial to contain: Tigecycline 50mg**			**1 Vial**
BDR Pharmaceuticals International Pvt. Ltd.	**126.00/ 1 Vial**	**1 Vial**	**First**	**INNOCYCLINE SAME AS IN ITEM**

Rupees One Hundred Twenty Six AND Paise Zero Zero Only

Samarth Life Sciences Pvt.Ltd.	**143.10/ 1 Vial**	**1 Vial**	**Second**	**Tisam SAME AS IN ITEM**

Rupees One Hundred Forty Three AND Paise One Zero Only

2352	**Secnidazole Tab/Cap- Each Tab/Cap to contain: Secnidazole 1 gm**			**1 Tab/Cap**
Unicure India Ltd	**13.25/ 1 Tab/Cap**	**Strip of 10 Tabs**	**First & Only**	**SAME AS IN ITEM**

Rupees Thirteen AND Paise Two Five Only

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Item No	*Drug Description*	*Packing*

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*

2361	**Sodium Chloride Inj-** **Each Bottle to contain: Sodium Chloride 3%**	**100ml Bottle**

Aculife Healthcare Pvt Ltd	**44.00/ 100ml Bottle**	**100ml Bottle**	**First & Only**	**SAME AS IN ITEM**

Rupees Forty Four AND Paise Zero Zero Only

2366	**Midazolam Inj-** **Each ml to contain: Midazolam 5mg**	**5ml Vial**

Brooks Laboratories Limited	**26.00/ 5ml Vial**	**5 ml Vial/Ampoule**	**First & Only**	**MIDATOP** **SAME AS IN ITEM**

Rupees Twenty Six AND Paise Zero Zero Only

2374	**Ketorolac Inj-** **Each Vial/Amp to contain: Ketorolac 30mg**	**1ml Vial/Amp**

Brooks Laboratories Limited	**4.30 / 1ml Vial/Amp**	**1ml Vial/Amp**	**First & Only**	**SAME AS IN ITEM**

Rupees Four AND Paise Three Zero Only

2378	**Isoprenaline Inj-** **Each ml to contain: Isoprenaline 2mg**	**1ml Vial/Amp**

Samarth Life Sciences Pvt.Ltd.	**27.27/ 1ml Vial/Amp**	**1ml Vial/Amp**	**First & Only**	**Isolin** **SAME AS IN ITEM**

Rupees Twenty Seven AND Paise Two Seven Only

2394	**Micronized Progesterone Inj-** **Each ml to contain:- Micronized Progesterone100mg**	**1ml Vial/Amp**

Samarth Life Sciences Pvt.Ltd.	**24.30/ 1ml Vial/Amp**	**1ml Vial/Amp**	**First & Only**	**Eugest** **SAME AS IN ITEM**

Rupees Twenty Four AND Paise Three Zero Only

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Item No	*Drug Description*	*Packing*

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*

2397	Methylergometrine Inj- Each ml to contain: Methylergometrine Inj.-0.2mg	2ml Vial/Amp

Martin & Brown Bio-Sciences	7.92/ 2ml Vial/Amp	2ml Vial/Amp	First & Only	METHATIN SAME AS IN ITEM

Rupees Seven AND Paise Nine Two Only

2462	Posaconazole Tab/Cap- Each Gastro Resistant/ Delayed ReleaseTab/Cap contain:Posaconazole 100mg	1 Tab/Cap

Signature Phytochemical Industries	199.00/ 1 Tab/Cap	10 Tablets	First & Only	POSASIGN - 100(GR) SAME AS IN ITEM

Rupees One Hundred Ninety Nine AND Paise Zero Zero Only

1551a	Amoxycillin+Clavulanate+Lactic Acid Bacillus Tab/Cap- Each Tab/Cap to contain: Amoxycillin Trihydrate Eqv. to Amoxycillin 500mg, Clavulanate Potassium Eqv. to Clavulanic Acid 125mg, lactic Acid Bacillus – 60 Million Spores	1 Tab/Cap

Zuventus Healthcare Limited	14.40 / 1 Tab/Cap	Strip of 10 Tablet	First & Only	AUGPEN LB 625 SAME AS IN ITEM

Rupees Fourteen AND Paise Four Zero Only

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Item No	*Drug Description*	*Packing*

Firm Name	*Firm Rate/ unit*	*Firm Packing*	*Preference*	*Description of stores accepted*

1590b	Triamcinolone Inj- Each ml to contain: Triamcinolone 40mg			1ml Vial/Amp
Brooks Laboratories Limited	16.40/ 1ml Vial/Amp	1ml Vial/Amp	First	CINOLONE SAME AS IN ITEM
	Rupees Sixteen AND Paise Four Zero Only			
Martin & Brown Bio-Sciences	19.53/ 1ml Vial/Amp	1ml Vial/Amp	Second	MBCORT-40 SAME AS IN ITEM
	Rupees Nineteen AND Paise Five Three Only			

245b	Succinyl Choline Inj- Each ml to contain: Succinyl Choline Chloride 50mg.			10ml Vial/Amp
Themis Medicare Limited	39.92/ 10ml Vial/Amp	10ml Vial/Amp	First & Only	SUCCITHEM SAME AS IN ITEM
	Rupees Thirty Nine AND Paise Nine Two Only			

413a	Teicoplanin Inj- Each vial to contain :Teicoplanin 200mg.			1 Vial
BDR Pharmaceuticals International Pvt. Ltd.	252.00/ 1 Vial	1 Vial	First & Only	TEICONOVA SAME AS IN ITEM
	Rupees Two Hundred Fifty Two AND Paise Zero Zero Only			

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