



GOVT. OF ASSAM
OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
TINSUKIA MEDICAL COLLEGE & HOSPITAL, TINSUKIA

RFB No: SMET/TMCH/2024/42/1666

Date: 30.09.2024

E-Tenders in two bids (Technical and Financial) system are invited from resourceful and reliable Pharmacy/Distributors **For Selection of Pharmacies/Supplier for supply of Medicines, Surgical, Consumables and Implants to Public Health Facilities under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)** at TMC&H, Tinsukia initially for 11 months and renewable for further periods based on performance.

Interested bidder may submit the bid in online mode with specification during office hours from **03.10.2024 to 24.10.2024** against non refundable payment of Rs. 2000 (Two thousand) in the form of NEFT/ Net Banking (Bank Transfer) only, through e-procurement system i.e. <http://assamtenders.gov.in> . The bidder is expected to examine all instructions, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid. Tender should be addressed to the **Principal cum Chief Superintendent**, TMC&H, Lohari Bongali gaon, P.O. Makum District. Tinsukia Pin. 786170 Assam. Bids received offline or in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances

Tender document can be downloaded through e-procurement system i.e. <http://assamtenders.gov.in> and the Tinsukia MCH website: www.tinsukiamedicalcollege.in from 03.10.2024 by 3:00 PM.

KEY DATES			
1	Name of work	:	Local supply of drugs, consumables and implants in Tinsukia medical College under AAA and PMJAY
2	Period of Work	:	One Year
3	RFB Document along with tender Notice issued on	:	03.10.2024,03.00 PM
4	Last date & time of submission the Technical & Financial Proposal	:	24.10.2024, 09.00 AM
5	Date and time of opening of technical bid	:	24.10.2024, 09.00 AM
6	Bid Opening (Financial)	:	28.10.2024 10.00 AM



GOVT. OF ASSAM
OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
TINSUKIA MEDICAL COLLEGE & HOSPITAL, TINSUKIA

No: SMET/TMCH/2024/42/1666

Date: 30.09.2024

TENDER NOTICE

For Selection of Pharmacies/Supplier for supply of Medicines, Surgical, Consumables and Implants to Public Health Facilities under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the State of Assam.

1. The Principal cum Chief Superintendent Tinsukia medical College & Hospital, Tinsukia invites e-Tenders under Two Envelop Bidding System (i.e. Technical & Financial Bid Separately) from eligible pharmacies/s for supply of Medicines, Surgical, Consumables and Implants to Public Health Facilities under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY).
2. The complete Request for Bid (RFB) documents may be downloaded from the website- <http://assamtenders.gov.in>. The participating bidders should have valid Digital Signature Certificate (DSC) and have to register in the portal <http://assamtenders.gov.in>. The bid shall be submitted on-line in the portal <http://assamtenders.gov.in> shall be submitted in the Office of The Principal cum Chief Superintendent Tinsukia medical College & Hospital, Tinsukia) on or before **24.10.2024 09.00 AM of**. Late bids shall not be accepted and summarily rejected.
3. The Bidder must upload scan copy of the document relating to payment of non-refundable Tender Fee of **Rs.2,000/-** and EMD of **Rs. 200000/-** (Rupees Two lakh) only through online payment mode in E-procurement mode i.e. <http://assamtenders.gov.in>. along with the bid submitted online.

Sd/-

Principal cum Chief Superintendent
Tinsukia Medical College & Hospital, Tinsukia

REQUEST FOR BID (RFB) DOCUMENT

For Selection of Pharmacies/Supplier for supply of Medicines, Surgical, Consumables and Implants to Public Health Facilities under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the State of Assam.

INSTRUCTIONS TO BIDDERS

1. **Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana**, a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.
2. **Atal Amrit Abhiyan**, a scheme managed and administered by the Department of Health and Family Welfare, Government of Assam through Atal Amrit Abhiyan Society with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiaries to quality inpatient care and day care surgeries for treatment of diseases and medical conditions such as Cardiology and Cardiovascular Surgeries, Neurological conditions, Burns, Cancer, Kidney diseases, Neo-natal diseases, ICU packages, Trauma, Critical care Paediatrics, Paediatrics Surgery, Japanese Encephalitis and Acute Encephalitic Syndrome and Supplementary Packages. through a network of Empanelled Health Care Providers.
3. **Purpose:** The purpose of this Tender Document is to select the most competent and competitive Agency to supply of Medicines, Surgical, Consumables and Implants to Public Health Facilities under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in Tinsukia Medical college & Hospital, Tinsukia
4. Tinsukia Medical college & Hospital, Tinsukia, Govt. of Assam intends to adopt a two envelop bidding process for selection of the Successful Bidder to supply of Medicines, Surgical, Consumables and Implants to the Hospital under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the State of Assam.

The broad scope of services is set out at **Appendix A**.

5. The minimum qualification criteria for the Agency/Supplier:

- a) The pharmacy / chemist shop should be registered under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956 and should be in existence continuously for at least last three financial years.
- b) The pharmacy / chemist must be operating retail outlets as per Assam Food and Drug Administration (FDA) norms including Drugs and Cosmetic Act, 1940 and Drug and cosmetic Rules, 1945, Pharmacy Practice Act, 1948 and Pharmacy Practice Regulations, 2015.
- c) The pharmacy / chemist must be operating a 24x7 retail outlet in the near vicinity of the concerned public EHCP. The pharmacy / chemist shop must have all necessary medicines, consumables and implants regular supply and adequate stock.
- d) Average annual turnover of last three years of the bidder should be minimum Rs. 5 Crore (Average annual turnover of last three years should be three times the value of estimated purchase for Medical Colleges and two times of the value of estimated purchases for other hospitals).

- e) The pharmacy / chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him.
- f) The bidder should have Goods and Services Tax Identification Number (GSTIN) and should be regularly paying his GST.
- g) The bidder should not be currently debarred by any Government organization.

6. Preparation of tender:

- a) The interested bidders should upload duly signed and stamped Technical & Financial bids in chronological order with scanned copies of all relevant certificates, documents etc., on the e-tender portal (or submit the hard copies in case of general tender) latest by 9.00 AM, 24.10.2024,
- b) In addition to online submission of Technical Bid and Financial Bid, the Bidders are also required to drop sealed envelope in the Tender Box super-scribed "Tender for Empanelment of local pharmacy" along with Name and Address of Bidder before the closing time, containing the following documents.
by 9.00 AM, 24.10.2024,

- 1 . Earnest Money Deposit (EMD) in the form of online payment in case of e Tender Through Online Mode .
- 2 .Undertakings & Affidavits in Non-judicial stamp paper.

7. Validity of Bids

Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.

8. Formats for Financial Bid

The Bidder shall submit its Financial Bid only in **Form-1 (Appendix B)**. Financial bid submitted in any other form shall make the bid non-responsive and be liable to rejection.

9. Submission of the Bid

The Bidder must upload scan copy of the document relating to payment of non-refundable Tender Fee of Rs.2,000/- and EMD of Rs 200000 (Rupees Two Lakh) only through online payment mode in E-procurement mode i.e. <http://assamtenders.gov.in>. along with the bid submitted online.

The EMD of the unsuccessful Bidder would be returned within T+4 Bank working days where T will mean the date on which information on rejection of bid is uploaded. The EMD submitted by the Successful Bidder would be released upon submission of Performance Bank Guarantee (PBG).

10. Documents Comprising the Bid

The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFB Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. The Bidder shall provide all the information as per the requirements stipulated in this document. Only those Proposals that are received in the required format and are complete in all respects would be evaluated. Refer Annexure-E.

11. Withdrawal / Modification of Bids

A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of the substitution or withdrawal is submitted to the Hospital Authority.

If the Hospital Authority receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid.

No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

12. Opening of Bids

The Hospital Authority shall open the bids at the date and time indicated in the Sheet .

Only authorized representative (s) of the bidder (s) can attend the bid opening.

13. Evaluation of Bids

As part of the evaluation, the technical bids shall be checked for responsiveness with the requirements of this document and only those bids which are found to be **substantially responsive** and without **material deviation or reservation** shall be considered for further evaluated in accordance with the criteria set out in this document.

A technical bid shall be considered to be **substantially responsive** if it meets the following conditions:

- a. It is received on or before the deadline for submission of bids including any extension thereof.
- b. The bidder is eligible as pursuant to the provisions stipulated.
- c. The bid is duly signed, sealed and marked.
- d. It contains all the information and documents as requested in this document.
- e. It contains information in formats specified in this document.
- f. It conforms to the proposal validity period.
- g. There are no inconsistencies between the Proposal and the supporting documents.
- h. Original Demand Drafts for Tender Fee and Bid Security are submitted along with the hardcopy of Technical Bid.

All the responsive bids shall be evaluated as per the criteria set out above.

The Financial Proposals of only the **Technically Qualified Bidders** determined pursuant to the criteria set out shall be opened in presence of the representatives of the Technically Qualified Bidders.

14. Notification of Award

Upon selecting the Successful Bidder, the Hospital Authority shall issue two original copies of the Notification of Award (**NOA**) to the Successful Bidder. The Successful Bidder shall within three days of receiving the NOA, sign and return one original copy of the NOA to the Hospital Authority as acceptance thereof.

15. Execution of the Contract

The Hospital Authority and the Selected Bidder shall execute the Contract(format of "Contract Agreement"

given at **Appendix-C)** within 21 days of the acceptance of the NOA by the Selected Bidder. **The Contract shall be initially valid for a period of one year which may be extended for another one year on successful completion and evaluation of the Agency/ Supplier.**

Broad Scope of Services for Agency/ Supplier

- a) To operate retail outlets as per Assam Food and Drug Administration (FDA) norms including Drugs and Cosmetic Act, 1940 and Drug and cosmetic Rules, 1945, Pharmacy Practice Act, 1948 and Pharmacy Practice Regulations, 2015.
- b) Provide adequate and qualified manpower to support and facilitate timely processing of indent and dispensing of medicines.
- c) Maintain proper cold chain and storage facility to ensure the potency of the drugs through the shelf life.
- d) Assure that the drugs dispensed are of GMP/WHO-GMP certified quality and BIS/ISO/CE/USFDA in case of consumables, surgical and sutures. However, in case of generic drugs only WHO GMP certified quality shall be supplied.
- e) Adopts strict quality control mechanism to ensure no medicine of “Not of Standard Quality” is dispensed through the outlets.
- f) Supply medicine, consumables, surgical and implants of required quantity, specification as prescribed by the doctors.
- g) Based on the indent issued by EHCP, the Agency/ Supplier will supply the requirement directly to the EHCP and raise a computer-generated invoice along with the receiving copy endorsed by pharmacy incharge of the EHCP. The invoice should contain the name of the medicine/ consumables/ implants, batch number, lot number, date of manufacturing, date of expiry, MRP, discount, net amount. The pharmacy will supply only products from reputed manufactures of quality as detailed in the Model Tender document.
- h) Provide monthly details of both supplied and non-supplied items.
- i) Install proper software for billing and inventory management.
- j) Ensure that all medicines and consumables/Surgical items (particularly lifesaving drugs) which are prescribed by the doctors are available at the outlet at any given point of time.
- k) Maintain minimum 30 days of stock (based on average consumption) throughout the contract period.
- l) The supplier should supply the items required by the EHCP within 24 hours of receipt of indent and immediately in emergency cases.

List of Items:

- Generic Medicines
- Branded Medicines
- Consumables
- Implants/Devices
- Sutures

As per MCI regulations, generic drugs shall always be the first preference. So, all medicines to be ordered, including Disposable and Surgical Consumables, IV fluids, Bandage, Gauze, cotton, Sutures, implants etc., are to be considered as Generic.

As per Proforma-3, the parties have to mention the name of reputed/leading manufacturers of the generic Medicines that the tenderer is going to supply to the Hospital, (with comparatively lower MRP and available in the local market).

The change of Manufacturer is not allowed for Generic Medicines. But in some rare occasions (have to specify cause with proof) prior approval of the Medical Superintendent may be obtained in proper procedure for change of manufacturer.

All medicines are to be supplied to this institution in generic forms only, unless specified for

branded. The indented branded medicine should not be substituted. Prior approval of the Medical Superintendent is required with proper procedure for change in brand of the branded medicines.

In case generic version of any drug or dressing manufactured by reputed company is not available in the State, then the tenderer has to give an undertaking **“that generic version of the particular Drug/ dressing is not available in the State. In case, in future it is proved that the same Drug/ Dressing was available in generic on the date of this undertaking, then we (the Tendere) have to pay the extra amount involved”**. With such undertaking and approval of the competent authority, Supply Order will be placed in Brands.

In case, in future it is proved that the same composition of another manufacturer was available at lower MRP (than the supplied drug) on the date of the supply, then the extra amount involved will be recovered from the chemist. This is applicable for both generic and branded category of drugs.

The item will not be considered branded, if other companies are providing the same drug in generic form or cheaper rates unless the hospital has placed demand for a particular brand.

Declaration regarding generic/branded nature of drugs supplied will be the responsibility of local chemist & if found incorrect, it will be taken as breach of agreement & suitable action will be taken by the Medical Superintendent.

Life Period:-

The shelf life of drugs/items supplied should not have passed more than one third(1/3rd) of shelf life from the date of manufacturing at the time of supply.

Packing: -

Supplies are required to be made in original packing of manufacturer and in only available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day.

Risk Purchase & Recovery of sums due: -

In case of failure / delay to supply any or all items as per requisition/ Indent /Purchase Order Specification or brand prescribed within the stipulated period, it will be treated as “noncompliance” or “breach of contract” and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price will be received/recovered from the defaulter Chemist, with whom the supply Order placed, from any of his subsequent/pending bills or Security Deposit.

In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

For emergency (life-saving drugs) purchases from Indoor and Casualty, delivery is to be made instantly and as per the actual need of the situation. Hence for non-execution of supplies against such orders, Risk Purchase may be charged on the same day.

Quality Clause:

The chemist should give a declaration as per **Proforma-2 enclosed with the tender paper** that the medicines/article supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to confirm to the description and the quality aforesaid have deteriorated the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not confirming to the said description and quantity. On such rejection such article(s) or such part(s) in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.

The chemist will have to supply all the medicines to the Hospital, purchased from a registered dealer/manufacturer. The tenderer (s) have to provide the proof of all such purchases to the Medical Superintendent as &when asked.

The Purchaser may test any or all of the materials supplied by the chemist, by any Govt. or Govt. Approved laboratories. The report of the Govt. or Govt. approved laboratory shall be accepted by the supplier.

In case any of the items found substandard,

- i. The Local Pharmacy / supplier is liable to make full payment of the entire quantity supplied (of that particular batch), irrespective of the fact that part or whole of the supplies (Particular batch) may have consumed.
- ii. The cost of the Testing should also be recovered from the Local pharmacy / supplier.
- iii. If any major defect is found, the local pharmacy / supplier may be debarred for five years, for participating in any Government Tender.

Presentation of Bill and release of payment: -

- (i) The bills shall be printed and serially numbered Credit bills with the name and address of the supplier Chemist with GST Number, DL No. etc. duly signed by the chemist or his/her authorized representative.
- (ii) The Supplier have to indicate Name of the Item, HSN Code Pack Size, Mfg by, Batch Number, Exp. Dt., MRP, Quantity, GST%, GST amount, Discount, and Trade Price (Actual selling price) for each item along with reference supply Order No. with date, and all other detail required for a retailer chemist bill should be indicated.
- (iii) Bills are to be submitted in triplicate copies, pre-receipted with revenue stamp wherever necessary.
- (iv) The local pharmacy will present their claim for each month's supply within three days of the closing of each respective month.
- (v) The bills should show the summary of the total amount for each day and the net amount claimed supported by the copy of the supply orders and received and verified copy of the credit memos.
- (vi) Payments of the bills presented in complete form and in time, will normally be arranged within 15 days from the date of presentations.
- (vii) Payment will be made in ECS mode, on monthly basis.
- (viii) The Tenderer(s) have to provide Bank details of their shop in the Technical Bid of the Tender along with a cancelled cheque.
- (ix) During the course of contract, in case of any change in the Bank Detail of the chemist, it will be the responsibility of the chemist to inform the same to the Medical Superintendent.

Reservation:

The Medical Superintendent reserves the right to: -

- a) Accept any tender in full or in part, to reject any or all tenders at any time without assigning any reason thereof and also have the right to place orders on one or more firms.
- b) Award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the tender.
- c) Verify all the original documents related to this tender at any time.
- d) Test any or all of the materials supplied by the tender(s), by any Government or Government approved Laboratory. The report of the Govt. or Government approved laboratory shall be accepted by the supplier.
- e) Enter into parallel contract simultaneously or at any time during the period of this contract with one or more chemist for the same item or for different items.
- f) Check all documents of purchases made by the chemist in reference of the items supplied to the hospital.
- g) Scrutinize at any time the original invoices of the supplies for verification of net trade price being claimed by the Local Pharmacy.
- h) Terminate the empanelled chemist with one-month notice, on unsatisfactory performance or non-compliance to the Terms and Conditions of the contract.
- i) Give preference to Day and Night shops for selection.
- j) The hospital reserves the right to reject any or all tenders or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.

Responsibility of the EHCP:

1. The first priority is to avail the medicines, consumables and implants for AAA and PMJAY beneficiaries is from the EDL in the hospital from Government supply (NHM / DHS etc). However, if there is shortage in the EDL/hospital supplies, medicines may be purchased by the EHCP from a local pharmacist. The EHCP will submit in advance a list of EDL and non EDL drugs/consumables and mostly required implants to the pharmacy/supplier within one week of issue of LOA.
2. The pharmacy incharge of the EHCP will provide indent for supplies of medicines, consumables and implants which is approved by the Superintendent /SDMO/ incharge.
3. The indent should have the date of issue, details of the name of the medicine/ consumables/ implants and required quantity and CCN number of the patient.
4. The pharmacy incharge of the EHCP should check the price quoted of every item as discovered through the open bidding/ the discount offered on the MRP of the items.
5. He/she will check and ensure that the medicines are from manufacturers who has the required product quality certification.
6. The pharmacy incharge of the EHCP should check and ensure that the printed MRP on the items is not tempered.
7. To clear the invoices, as submitted by the supplier within 15 days of bill submission after proper scrutiny and verification.

Format of Financial Bid Submission

Tender Reference No

Date:

Name and address of the Tenderer

Category	Discount offered on MRP* (%)
1. Medicines	
2. Surgical & Consumables	
3. Implants	
4. Linen	
5. Suture	

- MRP shall not be more than the National Pharmaceutical Pricing Agency (NPPA) benchmark prices wherever applicable.
- Bids quoting less than 20% discount on MRP (inclusive of all taxes) for medicines and consumables shall not be considered.
- Estimated amount -50 Lakh.

Signature of the Tenderer with date and stamp

FORM OF CONTRACT

No.:

Dated.....

CONTRACT AGREEMENT**BETWEEN**

**The Principal cum Chief Superintendent
Tinsukia medical college & Hospital**

AND

.....**Agency**

This CONTRACT (hereinafter called the "Contract") is signed on the [day.....] day of the month of [month], 2020, atbetween, on the one Part, **the Principal cum Chief Superintendent**, TMCH, Tinsukia and, on the other Part, [name of the pharmacy/agency].

WHEREAS

The Superintendent **the Principal cum Chief Superintendent**, TMCH, Tinsukia has invited Bids vide No. dated for Selection of Pharmacies/Supplier for supply of Medicines, Surgical, Consumables and Implants tohospital under Atal Amrit Abhiyan(AAA) and Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) and has accepted a Bid submitted by the Agency to provide the Services as defined in the Conditions of Contract attached to this Contract (hereinafter called the "Services");

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents
 - (a) The Letter of Award (LoA)
 - (b) The Technical Bid submitted by the bidder
 - (c) The Financial Bid submitted by the bidder
 - (d) The Addenda Nos. to the RFB Document____ (if any)
 - (e) The Conditions of Contract
 - (f) The Scope of Work and Services
 - (g) any other document mentioned in Conditions of Contract and its attachments
3. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. In consideration of the payments to be made by the Hospital to the Service Provider as specified in this Agreement, the Service Provider hereby covenants with the Hospital to provide the Services in conformity to all respects with the provisions of this Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the Pharmacy/Supplier: **For and on behalf of theHospital**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

in the presence of *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. General Provisions:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (b) "Agreement" means the Agreement signed by the Parties, to which these General Conditions of Agreement are attached, together with all the documents listed in letter of award;
- (c) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause in General Condition.
- (d) "COC" mean these Conditions of Contract.
- (e) "Government" means the Government of India or Government of Assam as applicable in the specific instance.
- (f) "Local Currency" means Indian Rupees;
- (g) "Services" means the work to be performed by the Agency pursuant to this Contract for the purposes of the Schemes, as described in this document.

1.2 Relations between the Parties: Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Hospital and the Agency/ Supplier. The Agency/ Supplier, subject to this contract, has complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract: This Agreement, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Laws in India.

1.4 Language: This Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.5 Taxes and Duties: The Agency shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the Hospital Authority shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2. Commencement, Completion, Modification & Termination of Agreement:

2.1. Termination of Contract for Failure to Become Effective: If this Agreement has not become effective within three (3) months or such other time period as the Parties may agree in writing after date of the Agreement signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Agreement to be null and void, and in the event of such declaration by either Party, neither Party shall

have any claim against the other Party with respect hereto.

2.2. Commencement of Services: The Agency/ Supplier shall begin carrying out the Services within **15** days of signing this Agreement or such other time period as the party may agree in writing.

2.3. Expiration of Contract:

(a) Unless terminated earlier pursuant to this Agreement shall expire when services have been completed and confirmed by the Hospital by issuing completion certificate at the end of period of contract or such other time period as the parties may agree in writing.

(b) At the discretion of hospital authority without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal.

2.4. Entire Agreement: This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5. Modification: Modification of the terms and conditions of the Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.6.1. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.6. Suspension: The Hospital Authority may, with written notice of suspension to the Agency/ Supplier, suspend all payments to the Agency/ Supplier hereunder if the Agency/ Supplier fails to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency/ Supplier to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Agency/ Supplier of such notice of suspension.

2.7. Termination:

2.7.1 By the Hospital Authority: The Hospital Authority may, by not less than thirty (30) days written notice of termination to the Agency for the occurrence of any of the events specified hereunder, terminate this Agreement.

(a) If the Agency/ Supplier fails to remedy a failure in the performance of their obligations a notice of suspension, within thirty 30 days of receipt of such notice of suspension or within such further period as the Hospital Authority may have subsequently approved in writing:

(b) If the Agency/ Supplier becomes insolvent or bankrupt or enter into any

agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Agency/ Supplier fails to comply with any final decision reached as a result of arbitration;
- (d) If the Agency/ Supplier submits to the Hospital Authority a statement which has material effect on the rights, obligations or interests of the Hospital Authority and which the Agency know to be false.
- (e) If, as a result of Force Majeure, the Agency/ Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- (f) If the Hospital Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (g) If the Agency/ Supplier, in the judgment of the Hospital Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- (h) If the Agency/ Supplier is found to have appointed a sub-agency to perform all or any part of his Service.
- (i) If by the assessment of the Hospital Authority, the Agency/ Supplier is found to be deficient in the delivery of service of any component, partly or wholly.

2.7.2 By the Agency/ Supplier: The Agency/ Supplier may, by not less than thirty (30) days' written notice to the Hospital Authority, such notice to be given after the occurrence of any of the events specified hereunder, terminate this Agreement

- (a) If the Hospital Authority fails to pay the money due to the Agency/ Supplier pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Agency/ Supplier that such payment is overdue;
- (b) If the Hospital Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency/ Supplier may have subsequently approved in writing) following the receipt by the Hospital Authority of the Agency/ Supplier notice specifying such breach;
- (c) If, as the result of Force Majeure, the Agency/ Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
or
- (d) If the Hospital Authority fails to comply with any final decision reached as a result of arbitration.

2.8 Cessation of Rights and Obligations: Upon termination of this Agreement, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;

- (b) the obligation of confidentiality set forth in General Condition;
- (c) any right which a Party may have under the Applicable Law.

- 2.9 Cessation of Services:** Upon termination of this Agreement by notice of either Party to the other, the Agency/ Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency/ Supplier and equipment and materials furnished by the Hospital Authority, the Agency shall proceed.
- 2.10 Payment upon Termination:** Upon termination of this Agreement, the Hospital Authority shall make the payments to the Agency/ Supplier provided after offsetting against these payments any amount that may be due from the Agency/ Supplier:
- 2.11 Disputes about Events of Termination:** If either Party disputes whether an event has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the arbitration clause hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Agency/ Supplier:

3.1. General:

- 3.1.1. Standard of Performance:** The Agency/ Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency/ Supplier shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Hospital Authority, and shall at all times support and safeguard the Hospital Authority's legitimate interest in any dealings with Third Parties.
- 3.1.2. Law Governing Services:** The Agency/ Supplier shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any personnel and agents of the Agency comply with the Applicable Law. The Hospital Authority shall advise the Agency/ Supplier in writing of relevant local customs and the Agency/ Supplier shall, after such notifications respect such customs.

3.2. Conflict of Interests:

- 3.2.1. Agency/ Supplier not to Benefit from Commissions, Discounts etc.:** The service charges of the Agency/ Supplier shall constitute the Agency/ Supplier's sole remuneration in connection with this Contract or the Services and, the Agency/ Supplier shall not accept for their own benefit any trade commission,

discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Agency/ Supplier shall use their best efforts to ensure that their personnel or their agents, similarly shall not receive any such additional remuneration.

3.2.2. **Procurement Rules of the Hospital Authority:** If the Agency/ Supplier as part of the Services, have the responsibility of advising the Hospital Authority on the procurement of goods, works or services, the Agency/ Supplier shall comply with any applicable procurement guidelines of the State Government/ Hospital Authority and shall at all times exercise such responsibility in the best interest of the Hospital Authority. Any discounts or commissions obtained by the Agency/ Supplier in the exercise of such procurement responsibility shall be for the account of the Hospital Authority.

3.2.3. **Prohibition of Conflicting Activities:** Neither the Agency/ Supplier nor the personnel appointed by Agency/ Supplier shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to Hospital Authority.

3.3. **Confidentiality:** Each party shall maintain in confidence all information that have been identified as 'Confidential' and disclosed to the other party.

3.4. **Liability of the Agency/ Supplier:** Limitation of the Agency/ Supplier's Liability towards the Hospital Authority:

3.4.1 Except in case of gross negligence or willful misconduct on the part of the Agency/ Supplier or on the part of any person or firm acting on behalf of the Agency/ Supplier in carrying out the Services, the Agency/ Supplier, with respect to damage caused by the Agency/ Supplier to the Hospital Authority's property, shall be liable to the Hospital Authority.

3.5. **Accounting, Inspection and Auditing:** The Agency/ Supplier shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of Hospital Authority to inspect the Agency/ Supplier's account and records related to the performance of the Agency/ Supplier, if so required by the Hospital Authority.

3.6. **Agency/ Supplier's Actions requiring Hospital Authority's prior Approval:** The Agency/ Supplier shall obtain the Hospital Authority's prior approval in writing before taking any of the following actions:

- 3.6.1 Any action which is likely to affect the interests of the Hospital Authority.
- 3.6.2 Any other action objectionable to the Hospital Authority.

3.7. **Reporting Obligations:** The Agency/ Supplier shall submit to the Hospital Authority the reports and documents required to be submitted as intimated to him in writing by the Hospital Authority, in the numbers and within the time periods set forth.

Non-Disclosure Agreement: Every person appointed by Agency/ Supplier shall sign separate Non-Disclosure Agreement with the Agency/ Supplier so as to comply with reasonable security requirements as per provisions of Information Technology Act, 2000.

4. Payments to the Agency:

4.1 Currencies of Payment: All payments by the Hospital Authority under this Agreement will be made only in Indian Rupees.

4.2 Mode of Billing and Payment: Billing and payments in respect of the Services shall be made as follows:

4.3 As soon as practicable and not later than fifteen (15 days) after the end of each quarter during the period of the Services, the Agency shall submit to the Hospital Authority, the claim for amount in duplicate, itemized report of services provided during the period.

4.3.1 The Hospital Authority after confirming the veracity of the report submitted, and that the quality of the services provided by the Agency has been satisfactory, will make the payment to the Agency, not later than 21 (twenty-one) working days from the date of submission of the claim.

4.4 Performance Security:

4.4.1 The Agency/ Supplier shall, for due and punctual performance of its obligations relating to the Scheme, deliver to the Hospital Authority, on the same day with the execution of this Agreement, a bank guarantee from a nationalized bank acceptable to the Hospital Authority, ("Performance Security") for a sum equivalent to 10% of the total project cost.

4.4.2 The Performance Security shall be kept valid for the contract period and one month thereafter.

5 Settlement of Disputes:

5.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

5.2 Dispute Settlement: Disputes shall be settled by arbitration in accordance with the following provisions:

5.2.1 The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute then disputes shall be referred to the award of two arbitrators (one to be nominated by the "Agency/ Supplier" and one by "Hospital Authority" or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the Agreement and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Agreement. The joint Arbitrators/ Umpire may from time to time with the consent of parties enlarge the time for making and publishing the award.

5.2.2 The joint Arbitrators/ Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

5.2.3 Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However,

this would not apply to the questions and disputes relating to liabilities of the parties after completion of the work.

- 5.2.4 While invoking arbitration, the Agency/ Supplier shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.
- 5.2.5 The proceedings of arbitration shall be conducted in the English language and the arbitration shall be held in, Assam, India.
- 5.2.6 If the Agency does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Hospital Authority that final bill is ready for payment, the claim of the Agency shall be deemed to have been waived and absolutely barred and the Hospital Authority shall be discharged and absolved of all liabilities under the Agreement.
- 5.2.7 **Arbitrator's fee:** If any fees are payable to the Arbitrator these shall be paid equally by both parties.

Key Performance Indicators and Penalty

- Key Performance Parameters and Penalty**

The selected Agency/ Supplier is expected to perform satisfactorily in the below mentioned performance parameters, as otherwise in case of any deviation, penalty shall be levied on the Agency in the manner as prescribed below-

Performance parameter	Penalty	Evaluation
Timely delivery (within 24 (twenty-four) hours of receipt of indent) of Medicines, consumables and implants at the premise of the hospital.	Rs. 100 per item per hour delayed.	Time of Indent from EHCP, Time of Delivery receipt by EHCP.
In case of emergency, immediate(within 1 hour) delivery of medicines, consumables and implants. The emergency (lifesaving) drugs are to be maintained in the stock. The order (verbal or written) for the emergency (lifesaving) drugs can be placed at any time as per requirement and the required item(s) have to be supplied immediately to the casualty/ward, without fail	Rs. 500 per item per hour delayed.	Time of Indent from EHCP, Time of Delivery receipt by EHCP. Risk Purchase* may be charged on the same day.
90 % Timely delivery in a month Agency/ Supplier will maintain sufficient stock of the standard quality of medicines, consumables , implants etc. at all time to avoid inconvenience to the AAA / PMJAY beneficiaries.	Greater than 80 % but less than 90 % compliance – 5 % of the monthly total bill amount. >80 % compliance- 3 % of the monthly total bill amount. >70% compliance- contract termination.	Time of Indent from EHCP, Time of Delivery receipt by EHCP. 100 % mandatory audit by EHCP. 10 % Audit by SHA either directly or indirectly by engaging any agency.
In case the pharmacy is found to be engaged in tampering of the MRP printed on the item.	i. Rs. 10,000 for the first offense. ii. Rs. 50,000 for the second offense. iii. Rs. 1,00,000 for the third offense. iv. Contract termination in case of more than 3 (three) offenses.	Pharmacy in charge will ensure checking of MRP on each item received from the Agency/ Supplier Random Audit at least twice in a year by SHA either directly or indirectly by engaging any agency

In case, the pharmacy is found to be supplying products from manufactures which deviate from the prescribed quality certification-		Rs. 1,00,000 for the first offense. In case of more than one offense, contract termination.	Pharmacy in charge will ensure checking of each item received from the Agency/ Supplier. Random Audit at least twice in a year by SHA either directly or indirectly by engaging any agency
Drugs	WHO-GMP/ cGMP		
Consumables & Chemicals	ISO 9001:2015/ISO9001:2008		
Surgical, sutures and implants	GMP ISO9001:2015/ISO 9001:2008 and ISO 13485 an CE/USFDA/BIS.		
No defect in the items supplied by the Agency/ Supplier or any item which has expired		The rejected supplies shall be replaced and lifted by the supplier chemist at their risk and cost within 3 days of rejection.	Any defect found in the material will render the supplies open for rejection and decision of the Medical Superintendent shall be final and legally binding
The Agency/ Supplier should supply all the items (Medicines, consumables and Implants etc.) within the stipulated period.		In case of deviation- In case of failure / delay to supply any or all items as per requisition/ Indent /Purchase Order Specification or brand prescribed within the stipulated period, it will be treated as „noncompliance“ or „breach of contract“ and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price will be received/recovered from the defaulter Chemist, with whom the supply Order placed, from any of his subsequent/pending bills or Security Deposit.	Decision of the Medical Superintendent shall be final and legally binding

*Risk Purchase- In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, EHCP may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the Agency/ Supplier.

COMPULSORY DOCUMENTS
(Part of Technical Bid)

Tender referenceNo.-

Date:

Sl. No.	Required Particular	Submitted particular
1.	Bidder's profile	
a	Name of the Chemist, registered address, telephone number, e-mail ID	
b	Mandate Form (Bank detail) with cancelled cheque	
c	Name and registration No. of Pharmacist	
d	Drug License(etail) issued by State Drug Controller (attach attested photocopy)	
e	Proof of business/shop { Shop& Establishment Act Registration Certificate} inRourkela	
f	PAN/TAN(Self-attested Photocopy)	
g	IT return for the last three years	
h	Self-attested photocopy of GST registration certificate	
i	GST payment receipt or acknowledgement /GST return of last quarter.	
j	No conviction certificate from State Drug Controller certifying that no case is pending under the Drugs & Cosmetics Act and Rules there under as well as under Drugs Price Control Order Act against the firm during the last 2 years(Issued not earlier than one year) or an affidavit in this regard from the notary should be attached.	
2.	EMD(EARNEST MONEY DEPOSIT)Detail with DD No., Date and Amount, name of Drawing Bank	
3.	Business Hour of the shop	
4.	The individual signing the tender or other documents connected with the tender/contract is a) Sole proprietor of the firm or hisattorney? b) Register active partner of the firm or his attorney?(partnership deed to besubmitted) c) Perprocreation? d) Manager of the firm?(authorization letter to be enclosed) (Please Specify)	

5.	The bidder's average annual financial turnover (gross) in catering services/similar establishments during the last two financial years should not be less than Rs. 3 cr.Volume of business done during the last three years (submit documentary evidence like audited balance sheets and Profit & loss accounts etc.). All financial documents submitted must be audited and stamped by an authorized Chartered Accountant/CompanySecretary.			
	Details of Annual financial Turnover for financial years	2021-22	2022-23	2023-24
6.	Current/Saving Account No with Bank name and Branch name (attach attested copy by the Manager of the mentioned branch)			

Signature of Tenderer with Date &Stamp

(On Local pharmacy / supplier Letter head)

(Part of Technical Bid)
Quality Clause

(Undertaking)

We stand guaranty for the Drugs/ Dressings/ Disposables & consumables/ IV Fluids /Implants quoted by us and to be supplied, if selected. If all or any of the said items will be found to be substandard during the contract period or afterward,, we will replace the entire quantity or make full payment of entire consignment of that particular batch irrespective of the fact that part or whole of the supplied quantity may have been consumed and also bear the cost of the Testingcharges.

We undertake that the medicines/article to be supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to confirm to the description and the quality aforesaid have deteriorated, the purchaser in that case will be entitled to reject the said articles or such portion thereof as may be discovered not confirming to the said description and quantity. On such rejection such article(s) or such part(s) in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final andconclusive.

Signature of Tenderer with Date & Stamp

Proforma-3
(On Local Pharmacy / supplier Letter head)

(Part of Technical Bid)

Tender ReferenceNo.---

Date:

Sl. No.	Name of reputed/leading manufacturers of Generic Medicines likely to be supplied, with comparatively lower MRP

Signature of Tenderer with Date & Stamp

Proforma-4
(On Non-Judicial stamp paper of Rs 10/-)
(Part of Technical Bid)
UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
2. The discounts quoted by me/us are valid and binding upon me for the entire period of contract and it is certified that the rates after discount are the lowest quoted for other institution/ hospital in India.
3. The earnest money deposit of Rs **200000/-** to be deposited by me has been enclosed here
4. I/we give the rights to the Medical Superintendent to forfeit the Security Money deposited by me or us, if any delay occurs on my/our part or failed to supply.
5. There is no vigilance/CBI case or court case pending against the firm.
6. I hereby undertake to supply the items as per directions given in the tender document/ supply order within the stipulated period.
7. The firm is in business for last two consecutive years as on opening of the tender holding valid retail license issued by Drug Control Authority of the State for running of the chemist shop for various categories of drugs as applicable under the provision of drugs & Cosmetic Act 1940, for various categories of drugs quoted. Further we ensure that the license of the firm will remain valid till the end of the contract.
8. The firm has not been blacklisted by any Govt./ institution/ organization during last five years.
9. The quoted items are not supplied at a rate, lower than quoted here in last 3 months to any other organization/institution

If the information submitted in this tender is found incorrect/false at any time the tender is liable to be rejected.

Signature of the Tenderer

Date:
Place:

Full Name:
Designation:

(Office Seal of the Tenderer)

(Part of Technical Bid)

Tender ReferenceNo.–

Date:

From:-M/s-

TelephoneNo:_____, MobileNo:_____, e-mailID:_____

To

The Principal cum Chief Superintendent, Tinsukia Medical college & Hospital, Tinsukia address Makum

College Road, Makum, Tinsukia-786170, Assam

1. I/We hereby offer to supply medicines/drugs to Tinsukia Medical College & Hospital, Tinsukia, as indicated in the Tender document at the rate given below and agree to hold this offer open till **one year from the date of contract, and for further one year if extended**. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender from and accept them.
3. I/We am/are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with the requirements.
4. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tenders without any deviation.
5. I/We agree to arrange the supplies of life saving drugs as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid items / medicines will comply with provisions of Drugs and Cosmetics Act, 1940 and rules made thereunder.
7. I/We agree to abide by the conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We enclose/ upload as applicable:-
 - a) EMD.
 - b) a printed copy of Tender Notice and schedules to the Tender, duly signed and Stamped.
 - c) No Conviction Certificate from the State Drug Controller or affidavit in this regard.
 - d) Copy of valid Retailer Drug License issued by State Drug Controller
 - e) GST Registration Certificate
 - f) Photocopy of PAN/ TAN Card.
 - g) Name and address of their banker along with other document and a cancelled Cheque for ECS purpose.
 - h) Undertaking on Non-judicial Stamp paper of Rs 10/- towards experience of the retailer chemists shop in business for last two consecutive years

Signature of Tenderer with Date & Stamp

CHECK LIST

Tender Reference No. –

Date:

S.No.	Particulars	Submitted(✓) or not submitted(X)
1.	Bidder's profile	
A	Name of the Chemist/Supplier, registered address, telephone number, e-mail ID	
B	Mandate Form (Bank detail) with cancelled cheque	
C	Name and registration No. of Pharmacist	
D	Valid retailer Drug License issued by State Drug Controller (attach attested photocopy)	
E	Proof of business/shop (Shop & Establishment Act Registration Certificate)	
F	PAN/TAN(Self-attested Photocopy)	
G	IT return for the last three years	
H	Self-attested photocopy of GST registration certificate	
I	GST payment receipt or acknowledgement /GST return of last quarter.	
2.	EMD of required amount with name of issuing bank and date of issue/ online submission details	
3.	Pre-receipt for refund of EMD,	
4.	No conviction certificate from State Drug Controller certifying that no case is pending under the Drugs & Cosmetics Act and Rules there under as well as under Drugs Price Control Order Act against the firm during the last 2years(Issuednotearlierthanoneyear)oranaffidavitinthisregardfrom the notary should be attached.	
5.	Tender document signed in all pages as a proof of acceptance to all terms and conditions of the Tender	
6.	Undertaking / Certificate that the quoted items are not supplied at a rate, lower than quoted here in last 3 months to any other organization/institution	
7.	Undertaking that firm is not Blacklisted by any Govt./ institution	
8.	Affidavit as per Proforma-4, in Non- Judicial Stamp Paper	
9.	Quoted rates as per Format given in Price Bid	
10	If the individual signing the tender or other documents connected with the tender/contract is a register active partner of the firm or his attorney, partnership deed to be submitted.	

Signature of the Tenderer with date and seal

