



**Government of Assam**  
**Office of the Principal cum Chief Superintendent,**  
**Jorhat Medical College & Hospital**

**REQUEST FOR BID (RFB) DOCUMENT**

**IFB No. SMEJ/JMCH/2415/2020/PT-2/2024/5234 Date: 11/12/2024**

**For Empanelment of Pharmacies for supply of Medicines, Surgical, Consumables and Implants to beneficiaries of Jorhat Medical College & Hospital under Atal Amrit Abhiyan(AAA) and Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the State of Assam.**

<b>KEY DATES</b>		
<b>1</b>	<b>Name of work</b>	<b>: Local supply of drugs, Surgical, consumables and implants in Jorhat Medical College &amp; Hospital under AAA and PMJAY</b>
<b>2</b>	<b>Period of Work</b>	<b>: The Contract shall be initially valid for a period of 1 (one) year which may be extended for another one year on successful completion and mutual consent with authority.</b>
<b>3</b>	<b>Date and Time of Publishing of E-Bid Document</b>	<b>: 12/12/2024 of 12.00 P.M</b>
<b>4</b>	<b>Date and Time of Start download of E-Bid Document</b>	<b>: 12/12/2024 of 12.00 P.M</b>
<b>5</b>	<b>Date and Time of Pre-Bid Meeting</b>	<b>: 18/12/2024 of 12.00 P.M onwards in the College Council Hall, Jorhat Medical College &amp; Hospital, Jorhat</b>
<b>6</b>	<b>Date and Time of Start of Bid submission</b>	<b>: 19/12/2024 of 12.00 P.M</b>
<b>7</b>	<b>Date and Time of End of Bid Submission</b>	<b>: 03/01/2025 of 12.00 P.M</b>
<b>8</b>	<b>Date and time of opening of E-Technical bid</b>	<b>: 03/01/2025 of 1.00 P.M</b>
<b>9</b>	<b>Opening of E-Price Bid</b>	<b>: Shall be communicated only to the technically qualified bidders subsequently.</b>

**GOVT. OF ASSAM**  
**OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT**  
**JORHAT MEDICAL COLLEGE & HOSPITAL, JORHAT**  
**(Under Society for Medical Education Jorhat)**

No. SMEJ/JMCH/2415/2020/PT-2/2024/5234

Date: 11/12/2024

**E-TENDER NOTICE**

**For Empanelment of Pharmacies for supply of Medicines, Surgical, Consumables and Implants to beneficiaries of Jorhat Medical College & Hospital 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, Jorhat Medical College & Hospital invites e-Tenders (as per requirement of GoA norms) under Two Envelop Bidding System (i.e. Technical & Financial Bid Separately) from eligible experience pharmacies for supply of Medicines, Surgical, Consumables and Implants to beneficiaries of Jorhat Medical College & Hospital, Jorhat under Atal Amrit Abhiyan (AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the State of Assam.
2. The complete Request for Bid (RFB) documents may be downloaded from the website- <http://assamtenders.gov.in> & the official website: [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.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 only in the portal <http://assamtenders.gov.in> (after submission of the tender through online the bidder submit a hard copy to the Office of The Principal cum Chief Superintendent, Jorhat Medical College & Hospital) on or before **12.00 PM of 03/01/2025**. Late bids shall not be accepted and summarily rejected.
3. The Bidder must submit non-refundable Tender processing Fee of Rs. 2000/- and EMD of **Rs. 2,00,000/-** (Rupees Two Lakhs) only may be submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on <https://assamtenders.gov.in>. The payments details shall be submitted along with the hardcopy of Bid to the Office of The Principal cum Chief Superintendent, Jorhat Medical College & Hospital on or before the last date and time of Submission of bids as mentioned above.

## **REQUEST FOR BID (RFB) DOCUMENT**

**For Empanelment of Pharmacies for supply of Medicines, Surgical, Consumables and Implants to beneficiaries of Jorhat Medical College & Hospital 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 JMCH under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Jorhat Medical College & Hospital.
- 4.** The Jorhat Medical College & Hospital, 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 Jorhat Medical College & 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 3 (three) 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. They have to provide outlet near JMCH.**
- d) Total annual turnover for last three Financial Years (2022-23, 2023-24, 2024-25) of the bidder should not be less than Rs. 3 Crores. A copy of turn over certificate duly certified by CA should be submitted alongwith the bid.
- 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) Copy of PAN
- h) The bidder should not be currently debarred by any Government organization (A copy of notarized declaration should be submitted in Rs. 100/- Non-Judicial Stamp paper).

## 6. Preparation of tender:



- a) The interested bidders should upload duly signed and stamped Technical in chronological order with scanned copies of all relevant certificates, documents etc., on the e-tender portal : [www.assamtenders.gov.in](http://www.assamtenders.gov.in) (after successful submission of the tender through online bidder submit a hard copies ) on or before **03/01/2025 of 12.00 P.M**
- 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.
  1. Undertakings & Affidavits in Non-judicial stamp paper.

## 7. Validity of Bids:

Each Bid shall remain valid for a period of **365** 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)** which to be available in the e-portal: [www.assamtenders.gov.in](http://www.assamtenders.gov.in) as BOQ. 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 submit the payment of non-refundable Tender Processing Fee of Rs. 2000/- and EMD of Rs. 200000/- (Rupees Two Lakhs) only may be submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on <https://assamtenders.gov.in>. The payment details shall be submitted along with the hardcopy of Bid to the office of the Principal cum Chief Superintendent on or before the last date.

The EMD of the unsuccessful Bidder would be returned automatically by the system. The EMD submitted by the Successful Bidder would be released upon submission of Performance Security against the total contract value.

## 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 JMCH 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 JMCH 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. Payment details for Tender Processing Fee and EMD 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 15 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 mutual consent with authority.**

**Broad Scope of Services for Agency/ Supplier**

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- 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.  
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 in-charge 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, surgical, consumables, implants items (particularly life saving 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

**As per NMC 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 JMCH authority 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 JMCH authority 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 Tenderer) 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 JMCH authority.

#### **Life Period:-**

The shelf life of drugs/items supplied should not have passed more than one third (1/3<sup>rd</sup>) 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 JMCH authority 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.  
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.
- (v) Payments of the bills presented in complete form and in time, will normally be arranged within 15 days from the date of presentations.
- (vi) Payment will be made in ECS mode, on monthly basis.
- (vii) The Tenderer(s) have to provide Bank details of their shop in the Technical Bid of the Tender along with a cancelled cheque.
- (viii) 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 JMCH authority.



**Reservation:**

The JMCH authority 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 anytime.
- 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. The pharmacy in charge of the EHCP will provide indent for supplies of medicines, consumables and implants which is approved by the Principal cum Chief Superintendent /SDMO/ in charge.
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 in-charge 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 in-charge 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. SMEJ/JMCH/2415/2020/Pt-2/2024/5234

Date: 11/12/2024

Name and address of the Tenderer

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

- 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.**

NB. Format of Financial Bid to be available as BOQ in the e-portal: [www. https://assamtenders.gov.in/](https://assamtenders.gov.in/)

**Signature of the Tenderer with date and stamp**

FORM OF CONTRACT

No. SMEJ/JMCH/2415/2020/Pt-I/2024/5234

Date: 11/12/2024

**CONTRACT AGREEMENT****BETWEEN**

**The Principal cum Chief Superintendent,  
Jorhat Medical College & Hospital, Jorhat  
AND**

.....**Agency**

This CONTRACT (hereinafter called the "Contract") is signed on the [day.....] day of the month of [month], 2025, at ..... between, on the one Part, the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat and, on the other Part, [name of the pharmacy/agency].

**WHEREAS**

The Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat has invited Bids vide No. SMEJ/JMCH/2415/2020/Pt-2/2024/5234 Date: 11/12/2024 for Selection of Pharmacies/Supplier for supply of Medicines, Surgical, Consumables and Implants to Jorhat Medical College & Hospital 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 of India on the day, month and year indicated above.



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

**For and on behalf of the Jorhat Medical College & Hospital**

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**

### **General Provisions:**

#### **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.

**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.

**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.

**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.

**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:**

**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.



**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

**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.

**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.

**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.

**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.

**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.

**Termination:**

**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 If the Hospital Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (f) 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.
- (g) If the Agency/ Supplier is found to have appointed a sub-agency to perform all or any part of his Service.
- (h) 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.

**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;



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.

**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.

**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.



**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:

**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.

**Obligations of the Agency/ Supplier:**  
**General:**

**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.

**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.

**Conflict of Interests:**

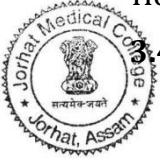
**Agency/ Supplier not to Benefit from Commissions, Discounts etc.:** The service charges of the Agency/ Supplier shall constitute the Agency/ Supplier's sole remuneration in connection with this Contract or the Services and, the Agency/ Supplier shall not accept for their own benefit any trade commission,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

**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.

**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.





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

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

**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.

**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.

**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:

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

**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.



## Payments to the Agency:

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

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

## Performance Security:

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.

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

## 5. Settlement of Disputes:

**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.

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

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.

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

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.

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.

The proceedings of arbitration shall be conducted in the English language and the arbitration shall be held in Jorhat, Assam, India.

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.

**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



<p>In case, the pharmacy is found to be supplying products from manufactures which deviate from the prescribed quality certification-</p> <table border="1" data-bbox="199 219 762 436"> <tr> <td data-bbox="199 219 399 257">Drugs</td> <td data-bbox="399 219 762 257">WHO-GMP/ cGMP</td> </tr> <tr> <td data-bbox="199 257 399 331">Consumables &amp; Chemicals</td> <td data-bbox="399 257 762 331">ISO 9001:2015/ISO9001:2008</td> </tr> <tr> <td data-bbox="199 331 399 436">Surgical, sutures and implants</td> <td data-bbox="399 331 762 436">GMP ISO9001:2015/ISO 9001:2008 and ISO 13485 an CE/USFDA/BIS.</td> </tr> </table>	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.	<p>Rs. 1,00,000 for the first offense.</p> <p>In case of more than one offense, contract termination.</p>	<p>Pharmacy in charge will ensure checking of each item received from the Agency/ Supplier.</p> <p>Random Audit at least twice in a year by SHA either directly or indirectly by engaging any agency</p>
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.							
<p>No defect in the items supplied by the Agency/ Supplier or any item which has expired</p>	<p>The rejected supplies shall be replaced and lifted by the supplier chemist at their risk and cost within 3 days of rejection.</p>	<p>Any defect found in the material will render the supplies open for rejection and decision of the JMCH authority shall be final and legally binding</p>						
<p>The Agency/ Supplier should supply all the items (Medicines, consumables and Implants etc.) within the stipulated period.</p>	<p>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.</p>	<p>Decision of the JMCH authority shall be final and legally binding</p>						

\*Risk Purchase- In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment 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 reference No.- SMEJ/JMCH/2415/2020/Pt-2/2024/5234

Date: 11/12/2024



Sl. No.	Required Particular	Submitted particular
<b>Bidder's profile</b>		
	Tender Processing fee submitted online	
	EMD submitted online	
1.	Name of the Chemist, registered address, telephone number, e-mail ID	
2.	Mandate Form (Bank detail) with cancelled cheque	
3.	Name and registration No. of Pharmacist	
	Valid Trade License issued by the competent authority	
4.	Valid Drug License(etail) issued by the competent authority	
5.	Proof of business/shop {Shop& Establishment Act Registration Certificate} in Assam	
6.	PAN ( Self-attested Photocopy)	
7.	Total turnover for last three financial years 2021-22, 2022-23, 2023-24 should not be less than 3 Cores. A certificate copy duly certified by CA should be submitted.	
8.	Balance sheet for Profit and Loss for last three financial years 2021-22, 2022-23, 2023-24 duly certified by CA should be submitted.	
9.	IT return Acknowledgement for the last 3 (three) financial year 2021-22, 2022-23, 2023-24	
10.	Self-attested photocopy of GST registration certificate	
11.	GST payment receipt or acknowledgement /GST return of last quarter.	
12.	<b>No conviction certificate</b> 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.	
13.	Details of Brand/make likely to be supplied as per Proforma-3	
14.	Affidavit as per Proforma-4, in Non- Judicial Stamp Paper	
17.	Business Hour of the shop	
18.	Undertaking on Non-judicial Stamp paper of Rs 10/- towards experience of the retailer chemists shop in business for last three consecutive years.	
19.	The individual signing the tender or other documents connected with the tender/contract is a) Sole proprietor of the firm or his attorney? b) Register active partner of the firm or his attorney? (partnership deed to be submitted) c) Per procreation? d) Manager of the firm?(authorization letter to be enclosed) (Please Specify)	

**Signature of Tenderer with Date &Stamp**

(On Local pharmacy Letter head)

Tender reference No:- SMEJ/JMCH/2415/2020/Pt-2/2024/5234

Date: 11/12/2024

**(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 Testing charges.

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 and conclusive.

**Signature of Tenderer with Date & Stamp**

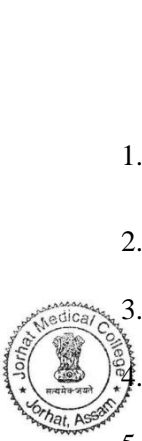
**Proforma-3**  
(On Local Pharmacy Letter head)  
**(Part of Technical Bid)**

Tender Reference No.– SMEJ/JMCH/2415/2020/Pt-2/2024/5234      Date: 11/12/2024

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/- Duly notarized)**  
**(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. 2,00,000/- to be deposited by the online through e-procurement system.
  4. I/we give the rights to the JMCH authority 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 Reference No.– SMEJ/JMCH/2415/2020/Pt-2/2024/5234

Date: 11/12/2024

From:-M/s-

Telephone No: \_\_\_\_\_, Mobile No: \_\_\_\_\_, e-mail ID: \_\_\_\_\_

To,

The Principal cum Chief Superintendent,  
Jorhat Medical College & Hospital, Jorhat

Address : .....

1. I/We hereby offer to supply medicines/drugs to Jorhat Medical College & Hospital, Jorhat-Assam, 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.

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 there under.

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 as applicable:-

a) Tender Processing Fee & EMD payment details

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 the competent authority.

e) Copy of Trade License

f) Copy of registration of Business/Shop (shop & establishment Act Registration Certificate) Assam

g) GST Registration Certificate

h) GST payment receipt or acknowledgement/GST return of last quarter.

i) Photocopy of PAN

j) Total annual turnover for last three financial years 2021-22, 2022-23, 2023-24

k) Balance sheet for profit and loss for last three financial year 2021-22, 2022-23, 2023-24

l) IT return acknowledgement for last three financial year 2021-22, 2022-23, 2023-24.

m) Name and address of their banker along with other document and a cancelled Cheque for ECS purpose.

n) Undertaking on Non-judicial Stamp paper of Rs 10/- towards experience of the retailer chemists shop in business for last three consecutive years.

o) Affidavit as per Proforma-4, in Non- Judicial Stamp Paper

p) Details of Brand/make likely to be supplied as per Proforma-3

Signature of Tenderer with Date &amp; Stamp

## CHECK LIST

Tender Reference No.– SMEJ/JMCH/2415/2020/Pt-2/2024/5234

Date: 11/12/2024



Sl .No.	Particulars	Submitted(✓) or not submitted(X)
1	Bidder's profile	
2	Name of the Chemist/Supplier, registered address, telephone number, e-mail ID	
3	Name and registration No. of Pharmacist	
4	Valid Trade License issued by the competent authority	
5	Valid retailer Drug License issued by competent authority	
6	Proof of business/shop (Shop & Establishment Act Registration Certificate)	
7	PAN (Self-attested Photocopy)	
8	Total Annual turnover for last three financial years 2021-22, 2022-23, 2023-24 should not be less than 3 Crores. A copy of certificate duly certified by CA should be submitted.	
9	Balance Sheet for Profit and Loss for last three financial years 2021-22, 2022-23, 2023-24 duly certified by CA should be submitted.	
10	IT return acknowledgement for the last three financial years 2021-22, 2022-23, 2023-24	
11	Self-attested photocopy of GST registration certificate	
12	GST payment receipt or acknowledgement /GST return of last quarter.	
13	Tender Processing Fee submission details through online	
14	EMD payment details through online.	
15	<b>No conviction certificate</b> 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.	
16	Undertaking on Non-judicial Stamp paper of Rs 10/- towards experience of the retailer chemists shop in business for last three consecutive years.	
17	Tender document signed in all pages as a proof of acceptance to all terms and conditions of the Tender	
18	Affidavit as per Proforma-4, in Non- Judicial Stamp Paper	
19	Details of Brand/make likely to be supplied as per Proforma-3	
20	Quoted rates as per Format given in Price Bid	
21	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**

