



GOVT. OF ASSAM

**OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
DHUBRI MEDICAL COLLEGE & HOSPITAL, DHUBRI, ASSAM, PIN- 783324**

Email : dhubrimch@gmail.com

No. DMCH/Accounts/2023/208

Dated : 24/04/2023

Re Tender Notice Inviting Tender for the work of Supply of Medicine Medicines, Surgical, Consumables and Implants under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Dhubri Medical College & Hospital

The Principal cum Chief Superintendent, DMC&H hereby invites open tenders in two bids system for work of *Supply of Medicine Medicines, Surgical, Consumables and Implants under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Dhubri Medical College & Hospital*. Interested bidder shall submit the bid in the Tender-box during Office hours (10.00 AM –4.00 PM) at the Office of the Principal cum Chief Superintendent, Dhubri Medical College & Hospital, Dhubri, Assam during working days.

The bidder is expected to examine all instructions, terms and conditions in the bid 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, Dhubri Medical College & Hospital (DMC&H), R.K. Mission Road, Jhagarpar-783325, Dhubri, Assam.

Important Points:

Date and Time of Bid opening	24/04/2023 at 12:00 Noon
Last Date and Time of Bid submission	10/05/2023 upto 4:PM
Date and Time of Opening Bid	11/05/2023 at 1:00 PM
Tender Processing Fee (Non-Refundable)	Rs.3000/- (Rupees Three Thousand)
Estimated Annual Cost for the year	Rs.30,00,000/- (Rupees Thirty Lakhs)
EMD	Rs.60,000/- (Rupees Sixty Thousand)

The details Bid document can be downloaded from Website: www.dhubrimedicalcollege.in

Sd/-

*Principal cum Chief Superintendent
Dhubri Medical College & Hospital
Dhubri-Assam*

Sealed Tenders are hereby invited from authorized firms affixing court fee of Rs.8.25 (Rupees Eight and Paise Twenty Five) for ***Supply of Medicine Medicines, Surgical, Consumables and Implants under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Dhubri Medical College & Hospital.***

GENERAL CONDITIONS

a). ***Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty Thousand only)*** in the form of a Demand Draft issued in favour of or assigned to “HMS of Dhubri Medical College and Hospital” and payable at Dhubri branch of UCO Bank will be required to be tendered by the bidder. The tender, if not, accompanied by Earnest money will be liable to be summarily rejected. **Payment will be approved only after physical receipt of the EMD proof in original.** The EMD of the unsuccessful bidders would be returned within 30 days after finalization of tender after filling of an application. No interest will be paid on EMD at the time of refund. The EMD of successful bidder will be treated as Security Deposit and will be refunded after successful expiry of term or contract. If tenderer withdraws his bid within the validity period the EMD shall be forfeited

b). ***Tender Processing Fee of Rs. 3000/- (Rupees Three hundred only)*** in the form of a Demand Draft issued in favour of or assigned to “HMS of Dhubri Medical College and Hospital” and payable at Dhubri branch of UCO Bank will be required to be tendered by the bidder. The tender, if not, accompanied by Tender Fee will be liable to be summarily rejected. **Payment will be approved only after physical receipt of the Tender Fee proof in original.** The Tender Processing Fee is non-refundable. **The bidders are exempted from submitting Tender Fee who had submitted the same along with NIT No. DMCH/2023/344 Dated-11/01/2023.**

c). At any time prior to date of submission of tender, The Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of Dhubri Medical College & Hospital. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

d). The successful firm will be required to do the work / job for a period of one year from the date of award the contract. DMC&H shall, however, reserve the right to terminate the contract at any time without assigning any reason. The Principal cum Chief Superintendent, DMC&H shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays of supply for which, no additional payment shall be made. The successful firm shall have the capacity to supply the items on emergency basis.

e). The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the Dhubri Medical College & Hospital while submitting the tender or at subsequent stage. Upon selection of the

tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

f). The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours or holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to DMC&H.

g). The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of DMC&H, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

h). In case of breach of any terms and conditions as mentioned in NIT, the Principal cum Chief Superintendent, DMC&H, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by DMC&H. In that event the security deposit shall also stands forfeited.

i.)The EMD of successful bidder will be kept as Security Deposit. The security deposit of successful bidders will be kept for the period of one year from the date of award of the contract and shall be refunded without any interest on it within 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later. The security deposit can be forfeited by the Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

j). The successful bidder shall be in a position to the items immediately on submission of requirement as the item comes under very essential category.

k). If successful tenderer fails to supply items with in the time stated above or material supplied other than specification specified, DMC&H reserves the right to terminate contract & forfeiture of security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit and Pending Bills of the existing firm.

l).Order shall be issued to successful bidder for on actual need basis, irrespective of value of the order.

m). The Successful Bidder has to supply the items to The Dhubri Medical College & Hospital at their own cost. So separate payment will be done by DMC&H authority for delivery.

n). Indent of medicines and other items will be placed to successful bidder only when the same items is not available in Amrit Pharmacy.

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 DMCH under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY).
4. Dhubri Medical College & Hospital 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.

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 DMCH, the Agency/ Supplier will supply the requirement directly to the DMCH and raise a computer-generated invoice along with the receiving copy endorsed by pharmacy incharge of the DMCH. 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 DMCH immediately on receipt of indent.

List of Items:

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

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 Annexure-IV, 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 supplier. 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 supplier & if found incorrect, it will be taken as breach of agreement & suitable action will be taken by the DMCH authority.

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.

Quality Clause:

The chemist should give a declaration as per Annexure-V **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 DMCH 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 DMCH as & when asked.

The Purchaser may test any or all of the materials supplied, 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 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 30 days from the date of presentations.
- (vii) Payment will be made in DBT 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 DMCH.
- (x) ***The supplier has to provide credit memo at their own cost for smooth indenting.***

Reservation:

The Principal cum Chief Superintendent, DMCH 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.

TECHNICAL BID : COVER- (A)

The bidders should furnish the following in a separate cover hereinafter called "Cover-A" as per Annexure-I. Court fee stamp of Rs.8.25/- must be affixed.

1. Mandate Form (Bank detail) with cancelled cheque
2. Name and registration No. of Pharmacist
3. Drug License(retail) issued by State Drug Controller
4. Proof of business/shop { Shop & Establishment Act Registration Certificate }
5. PAN/TAN(Self-attested Photocopy)
6. IT return for the last three years
7. Self-attested photocopy of GST registration certificate
8. GST payment receipt or acknowledgement /GST return of last quarter.
9. **No conviction certificate** from State Drug Controller
10. EMD and Tender Fee
11. Business Hour of the shop
12. Average annual turnover of last three financial year which should be minimum 50 Lakhs(certified copy from CA to be enclosed)
13. Undertaking as per Annexure-III
14. Name of reputed/leading manufacturers of Generic Medicines likely to be supplied as per Annexure-IV.
15. Quality Clause As per Annexure-V

PRICE BID : COVER - (B)

Cover – "B" shall contain the price bid of the bidder. The firm who qualified in the Technical Bid shall be eligible for Price Bid.

A). Signature & Seal on each page : Each page of the price bid should be duly signed by the bidder affixing the office seal.

B). Rates quoted: The bidder shall submit the price bid (Cover-B) in the format at Annexure-VI only. The bidder shall duly signed Annexure-VI in a sealed cover super scribed as “Price Bid Cover – B Tender for *Supply of Medicine Medicines, Surgical, Consumables and Implants under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Dhubri Medical College & Hospital.*, and addressed to the Principal cum Chief Superintendent, DMC&H, Dhubri (Assam).

C). It should be submitted in form given in Annexure-VI. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. transportation, and insurance) and shall be fixed and final. At the time of payment Income Tax or any other Tax payable shall be deducted at source.

D). The financial bid shall be opened of only those bidders who have been found to be technically eligible.

COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers Technical Bid (Cover “A”) and Price Bid (Cover “B”) shall be placed together inside another cover which shall be sealed and super-scribed as “Tender for the work of *Supply of Medicine Medicines, Surgical, Consumables and Implants under Atal Amrit Abhiyan(AAA) and Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in the Dhubri Medical College & Hospital* and addressed to the Principal cum Chief Superintendent, DMC&H, Dhubri (Assam).

OPENING OF BID COVER “A” AND COVER “B” OF TENDER

a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid – Cover “A”

b) Only those bidders whose technical Bids are found acceptable after technical and commercial evaluation will be open price bid – Cover “B” in presence of the successful bidder.

VALIDITY OF OFFER OF SUCCESSFUL BIDDER

The rate contract is initially for a period of one (01) year from the date of issue of award of contract and may be extended till new rate contract gets final. DMC&H, Dhubri shall, however, reserve the right to terminate the contract at any time without assigning any reason.

PAYMENT PROVISION

a) No advance payments will be made to the successful bidder.

b).Payment of bills will depend on the availability of fund and sanctions.

c).Bills in triplicate for the items supplied by the selected firm(s), should be raised.

d).Payment shall be released after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made.

AWARD OF CONTRACT

The Tenderer should pass in all items of “Eligibility Criteria”. Eligible Tenderer shall be awarded the contract. The Principal cum Chief Superintendent of Dhubri Medical College & Hospital reserves the right of negotiation with eligible Tenderer before finalization of tender or contract. The authority reserves the right to reject any or all Bids or accept any Tender in total or in parts or to split the work among various Tenderers without assigning any reason thereof.

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 of Medicines, consumables and implants at the premise of the hospital.	Rs. 100 per item per hour delayed.	Time of Indent from DMCH, Time of Delivery receipt by DMCH.
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 DMCH, Time of Delivery receipt by DMCH. 100 % mandatory audit by DMCH.
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 DMCH 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="97 232 655 454"> <tr> <td data-bbox="97 232 296 277">Drugs</td> <td data-bbox="296 232 655 277">WHO-GMP/ cGMP</td> </tr> <tr> <td data-bbox="97 277 296 344">Consumables & Chemicals</td> <td data-bbox="296 277 655 344">ISO 9001:2015/ISO9001:2008</td> </tr> <tr> <td data-bbox="97 344 296 454">Surgical, sutures and implants</td> <td data-bbox="296 344 655 454">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 DMCH 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 DMCH 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 DMCH authority shall be final and legally binding</p>						

*Risk Purchase- In case of abnormal delays in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, DMCH may cancel the 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.

SIGNING OF CONTRACT

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen days of the issue of the Letter of notification of award. The cost of non-judicial stamp paper and any other expenses related to the Contract Agreement has to be borne by the successful bidder only. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

COVER-A : TECHNICAL BID

Sl.No.	Particulars	
Part – I : Bidder Information		
1	Name of Firm/Company/Individual	
2	Official Address With Contact No.	
3	Name and mobile number of a key person, who can be contacted at any time	
Part- II : Documents submitted		
4	Earnest Money Deposit of Rs.60,000/- (Rupees Sixty thousand)	DD. No..... Rs..... Dt.....
5	Non- Refundable Tender Processing Fee of Rs.3000/- (Rupees Three thousand)	DD. No..... Rs..... Dt.....
6	Each page of NIT and its Annexure are signed as acceptance of Terms & Conditions.	Enclosed at Page :
7	Mandate Form (Bank detail) with cancelled cheque	Enclosed at Page :
8	Name and registration No. of Pharmacist	Enclosed at Page :
9	Drug License(retail) issued by State Drug Controller	Enclosed at Page :
10	Proof of business/shop { Shop & Establishment Act Registration Certificate }	Enclosed at Page :
11	PAN/TAN(Self-attested Photocopy)	Enclosed at Page :
12	IT return for the last three years	Enclosed at Page :
13	Self-attested photocopy of GST registration certificate	Enclosed at Page :
14	No conviction certificate from State Drug Controller	Enclosed at Page :
15	Business Hour of the shop	Enclosed at Page :
16	Average annual turnover of last three financial year which should be minimum 50 Lakhs(certified copy from CA to be enclosed) as per Annexure-II	Enclosed at Page :
17	Undertaking as per Annexure-III on On Non-Judicial stamp paper of Rs 100/-)	Enclosed at Page :
18	Name of reputed/leading manufacturers of Generic Medicines likely to be supplied as per Annexure-IV	Enclosed at Page :
19	Quality Clause As per Annexure-V	Enclosed at Page

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM WITH SEAL :

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of
for the past three years are given below and certified that the statement are true and correct.

Sl. No.	Financial Year	Turnover in Lakhs
1	2019-2020	
2	2020-2021	
3	2021-2022	

Seal & Signature of Chartered
Accountant/Auditor
Date :

(On Non-Judicial stamp paper of Rs 100/-)
(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 to be deposited by me has been enclosed here(DD / Banker's cheque or online (in case of e-tender)

1. 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.
2. There is no vigilance/CBI case or court case pending against the firm.
3. I hereby undertake to supply the items as per directions given in the tender document/ supply order within the stipulated period.
4. 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.
5. The firm has not been blacklisted by any Govt./ institution/ organization during last five years.

6. 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)

Annexure-IV
(On Local Pharmacy / supplier Letter head)

(Part of Technical Bid)

Tender Reference No. –

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

Annexure-V

(On Local pharmacy / supplier Letter head)

Tender reference No.-

Date:

(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

Annexure-VI
COVER-B : PRICE BID

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	

- 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, consumables and Implants shall not be considered.

Signature of the Tenderer with date and stamp