

ISO 9001:2015 Certified

**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquery, Narengi,
Guwahati, Assam-781026**

OFFLINE-SHORT TENDER NOTICE

No.680592/18458

Date:08.09.2025

Assam Medical Services Corporation Limited (AMSCL) invites Offline tender under single stage single bid system from Manufacturer/Importer/ Distributor or Dealer for supply of drugs under National TB Elimination Programme (NTEP) and anti-psychotic drugs under National Mental Health Programme, NHM, Assam by entering into a Q.C (Quantity Contract).

S.No.	Key Events	Date, Time & Venue
1	Date of publication of offline Tender:	09.09.2025 at 11:00 Am
	Availability of Tender Document	The tender documents shall only be available offline, which can be obtained from O/o the Managing Director, AMSCL, Assam. Address: Central Drug Warehouse Campus, Patherquery, Narengi, Guwahati, Assam-781026.
2	Last date of submission of pre bid queries:	16.09.2025 Till 2:00 pm
3	Pre bid meeting Date & Time	16.09.2025 At 2:00 pm
4	Start Date & Time for Offline bid Submission of Hard Copies	22.09.2025 from 02:00 pm
5	End Date & Time for Offline bid Submission on Hard Copies	03.10.2025 up to 02:00 pm
6	Date & Time for opening of Technical Bid	03.10.2025 at 04:00 pm
7	Address for Communication	O/o the Managing Director, AMSCL, Assam. Address: Central Drug Warehouse Campus, Patherquery, Narengi, Guwahati, Assam-781026 Email id: amsclassam.proc@gmail.com & md-amscl@assam.gov.in

Sd/-
**Managing Director
AMSCL, Assam**

**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquerry, Narengi,
Guwahati, Assam-781026**

**OFFLINE- SHORT TENDER FOR
SUPPLY OF TB DRUGS AND ANTI-
PSYCHOTIC DRUGS UNDER TB
ELIMINATION PROGRAM AND MENTAL
HEALTH PROGRAM**

(Quantity contract)

**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquery, Narengi,
Guwahati, Assam-781026**

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Sd/-
**Managing Director
AMSCL, Assam**

1. INSTRUCTIONS TO BIDDERS

A. Introduction:

Assam Medical Services Corporation (AMSCL) was incorporated under the Companies Act 2013 on 22nd June, 2016. The primary objective of AMSCL is to act as the central procurement agency for procurement of essential drugs, vaccine, surgical, consumables & equipment etc. on behalf of all the directorates/ body/agency/mission under Health & Family Welfare Department & Medical Education & Research Department of Government of Assam. This objective extends to any other directorate/body/agency/mission that may be created under the Health & Family Welfare Department & Medical Education & Research Department of Government of Assam.

B. General Instructions:

- i. The bidders are instructed to read the complete bid document beforehand carefully and then prepare and submit the bid in advance to avoid any bottlenecks, whatsoever, in the last minute of submission.
- ii. It is expected from all bidders that they will ensure that documents to be used in bid submission are processed through reliable and responsible person/official. The person/official whose shall be authorized by the bidder to submit the bid using the digital signature is a person of integrity to ensure that the confidentiality of your bid submissions including rates is maintained till the time the bid is opened.
- iii. Bidders not fulfilling the eligibility criterion as set out in the bid document should abstain from participating in the bidding process, as their bid shall be rejected and not considered for further evaluation. Only eligible bidders are allowed to quote for any of the tendered items provided their product (as offered in the bid) meets the technical and other parameters as specified for that item.
- iv. The tender documents shall only be available offline, which can be obtained from the from O/o the Managing Director, AMSCL, Assam. Address: Central Drug Warehouse Campus, Patherquary, Narengi, Guwahati, Assam-781026.
- v. Earnest Money Deposit amount as specified in the relevant clause of the Tender Document should be submitted along with the Tender. Non-submission of EMD shall amount to rejection of Tender.
- vi. Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- vii. Both Technical Bid and Price Bid should be submitted in single sealed envelope. Bidders must submit their bids by post or by hand or drop in the box earmarked and placed in the office of the Managing Director, AMSCL, Assam onbefore 2.00 pm.
- viii. The inner and outer envelopes shall bear the: (i) name and complete address along with the mobile, telephone number and email address of the Bidder. (ii) complete postal address of the TIA. (iii) specific identification mark / Bid Ref. No. and subject matter of procurement. (iv) A warning "not to open before the time and date for bid opening.
- ix. If all envelopes are not sealed and marked as required, the TIA will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.
- x. The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
- xi. The quantity of each item shown at ANNEXURE-II
- xii. The point of delivery of the ordered items shall be at Guwahati, Assam.
- xiii. Arrangement of Bills and clearances for dispatch of consignments shall be

- the responsibility of the supplier.
- xiv. This tender will be governed by Assam Public Procurement Act, 2017 & Assam Public Procurement Rules, 2020.
- xv. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Smt. Juri Doley, IAS, Secretary to Govt of Assam, Health & Family Welfare Department, Address: Block C, 1 st Floor, Janata Bhawan, Dispur , Finance Department. Ph No: 7002415099 Email: juridoley3@gmail.com	Virendra Mittal, IAS, Commissioner & Secretary to the Government of Assam.

Signature of the Authority/Official
Designation: Managing Director, Assam

C. Earnest Money Deposit (EMD)

i. Earnest Money Deposit (EMD) –

- a) EMD shall be submitted Rs. 16200.00 (Rupees Sixteen Thousand and Two Hundred only). Without EMD, a bid will not be considered at all. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money.
- b) EDM may be submitted through the following payment mode.
 - 1) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - 2) Demand draft or banker cheque from any Indian Schedule Bank in favour of “ASSAM MEDICAL SERVICES CORPORATION LTD”
 - 3) Any Bid submitted without sufficient EMD amount will be summarily rejected. The EMD will be forfeited, if a bidder withdraws its bid after last time and date fixed for receiving bids or in case of a successful bidder, if the bidder fails within specified time to sign the Contract Agreement or fails to furnish performance security deposit.

D. Bid Validity

Bids shall remain valid for acceptance for a period of 180 days after opening of Bid (single stage single bid system). Bids with shorter validity shall be rejected.

2. ELIGIBILITY CRITERIA

A. Constitution of the Bidder

Bidder shall be either a **Manufacturer/Importer/Distributor or Dealer** having valid manufacturing license/drug license of the offered product or direct importer holding valid import license.

B. Turnover Criterion

- i. Average Annual Turnover of the bidder (who will participate as a Distributor/ Dealer(s)) in the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25 (audited by CA) shall be Rs. 810000.00 (100% of the estimate value). All details should be filled up accordingly in the specified format Annexure-I.
- ii. Average Annual Turnover of the Manufacturer/Importer of their quoted product(s) for which the bidder will submit the bid shall be Rs. 50 Crore in the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25 (audited by CA). All details should be filled up accordingly in the specified format Annexure-I.

C. Manufacturing License:

- i. The Manufacturer/Importer of the quoted product(s) by the Bidder should have permission to manufacture/sale & distribute item quoted as per specification given in the Bid, from the competent licensing authority. If the Manufacturing license is in Brand name of the quoted product, the Bidder must mandatorily submit the PRODUCT MANUAL/BROCHURE/LEAFLET of the manufacturer/ importer with the Technical Bid indicating the quoted product. Without the same the tender will be rejected.
- ii. Manufacturer/importer of those items, which is under Drugs & Cosmetic Act & comes under Pharmacopoeia, the manufacturing/import license should be issued from Drugs Control Deptt. & the manufacturer/ importer of the item/items should hold a valid manufacturing license or valid import license & to be submitted by the Bidder with the technical bid.

D. Wholesale Drugs License:

If the bidder is Distributor or Dealer(s), the bidder shall submit a valid Wholesale License for sale and distribution of drugs, issued by the Drugs Control Authority of the State.

E. Market standing certificate:-

The Bidder should submit market-standing certificate at least 3 years i.e. (FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25). Market standing of the product will be obtained from Competent Authority like Drugs Control Deptt. (Compulsory for item comes under Pharmacopoeia) or Deptt. of Chemical or Fertilizers or the Deptt. who has issued the license.

F. Non-Conviction Certificate:-

The Bidder should submit Non-Conviction Certificate duly attested/notarized copy of Non-Conviction Certificate issued by the Drugs Controller of the concerned state certifying that the Manufacturer/Importer/Dealer/ Distributor has not been convicted in the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25 (if the item comes under drug deptt.). The non-conviction certificate may also be obtained from the licensing Authority, Industry Department, Police Department, Municipality, Town Committee or Circle Office/ Taluka Office/ local police station /CA with UDIN for items that do not come under drug deptt.

G. Experience:

The bidder must have experience of supply of similar item in last three financial years i.e. 2022-23, 2023-24 & 2024-25 supported by minimum one supply order copy (Attested/ notarized copy/ copies of Purchase Order) during any of the 3 financial FY 2022-23, 2023- 24 & 2024-25 in Govt. organizations directly in the name of the bidder.

H. PREPARATION AND SUBMISSION OF BID

A. Single stage single bid system

- I. Bidders are required to submit both Technical Bid and Price Bid in **single sealed envelope**. Bidders must submit their bids by post or by hand or drop in the box earmarked and placed in the office of the Managing Director, AMSCL, Assam onbefore 2.00 pm.
- II. The inner and outer envelopes shall bear the: (i) name and complete address along with the mobile, telephone number and email address of the Bidder; (ii) complete postal address of the TIA; (iii) specific identification mark / Bid Ref. No. and subject matter of procurement. (iv) A warning “not to open before the time and date for bid opening”
- III. If all envelopes are not sealed and marked as required, the TIA will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.
- IV. The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
- V. Bidders are required to submit the Technical Bid and Price Bid in **single sealed envelope** in originals including original instruments towards cost of the tender, EMD amount, declarations and affidavits, etc.

VI. Earnest Money Deposit (EMD):

- 1) EMD shall be submitted Rs. 16200.00 (Rupees Sixteen Thousand and Two Hundred only). Without EMD, a bid will not be considered at all. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money.
- 2) EDM may be submitted through the following payment mode.
 - a) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - b) Demand draft or banker cheque from any Indian Schedule Bank in favour of "ASSAM MEDICAL SERVICES CORPORATION LTD"
 - c) Any Bid submitted without sufficient EMD amount will be summarily rejected. The EMD will be forfeited, if a bidder withdraws its bid after last time and date fixed for receiving bids, in case of a successful bidder, if the bidder fails within specified time to sign the Contract Agreement, or fails to furnish performance security deposit.

VII. Attested photocopy of valid Manufacturing License duly approved by the Licensing Authority for the products quoted should be enclosed. The license must have been duly renewed up to date and items quoted shall be clearly highlighted in the license. Original license should be produced if demanded for verification.

VIII. Annual Turnover Certificate:

- a) Average Annual Turnover of the bidder (who will participate as a Distributor/ Dealer(s)) in the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25 (audited by CA) shall be Rs. 810000.00 (**100 % of the estimate value**). All details should be filled up accordingly in the specified format Annexure-I
- b) Average Annual Turnover of the Manufacturer/Importer of their quoted product(s) for which the bidder will submit the bid shall be Rs. 50 Crore in the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 or FY 2022-23, 2023-24 & 2024-25 (audited by CA. All details should be filled up accordingly in the specified format Annexure-I.

IX. The List of items quoted shall be furnished as per Annexure - II. The list shall indicate manufacturer's name along with composition and pack size. List of items quoted should be matched with BOQ (Financial Bid), If any extra item will be found in BOQ, which is not mentioned in the Annexure -II, the same tender will be rejected. List of quoted item/items with product compliance as per Annexure VI is to be submitted.

X. Copy of the GST Registration Certificate and PAN Card shall be submitted along with the bid.

XI. Copy Municipal Trade License held by distributor/dealer.

XII. The List of items quoted shall be furnished as per Annexure - II.

- XIII. Agreed Terms & Conditions as per Annexure-IV
- XIV. The tender document serially numbered sealed and signed by the Bidder or by duly authorized power of attorney holder in all pages with office seal.
- XV. A Checklist (Annexure-V) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-III and should be securely tied or bound.
- XVI. Noncompliance or non-submission of the desired documents as per tender terms & conditions shall be a reason for rejection of the bid.

B. Financial Bid (Price Bid/BoQ):

- i. The price bid will also be known as financial document and every bidder will be required to submit its price in the format provided with the bid at Annexure- III, BOQ must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the mentioned packing unit only.
- ii. Original hard copy of the Price Bid must be submitted along with the technical bid in **single sealed envelope**. If any bidder will fail to submit hard copy of their price bid, the same tender will be rejected automatically.
- iii. Key Clarifications:
 - a) The Bidder shall fill up the BOQ for items quoted.
 - b) The rate quoted per unit or landed price (FOR destination) in the BOQ shall be inclusive of all taxes and duties including excise duty, GST, packaging charge, freight, insurance and all other charges.
 - c) The rate quoted in BOQ should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size.

C. EVALUATION, SELECTION & ACCEPTANCE OF TENDER

A. Bid Opening

- i. Both (Technical & Price Bid) in single sealed envelope shall be opened on the prescribed date and time. Bidders are required to submit both Technical Bid and Price Bid in single sealed envelope. Bidders may submit their bids by post or by hand or drop in the box earmarked and placed in the office of the Managing Director, AMSCL, Assam onbefore 2.00 pm.
- ii. The inner and outer envelopes shall bear the: (i) name and complete address along with the mobile, telephone number and email address of the Bidder; (ii) complete postal address of the TIA; (iii) specific identification mark / Bid Ref. No. and subject matter of procurement. (iv) A warning “not to open before the time and date for bid opening”
- iii. If all envelopes are not sealed and marked as required, the TIA will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.
- iv. All bidders (or their authorized representatives) are entitled to be present on the date and time of opening of bid of the tender submitted by them.

B. Bid Evaluation.

- i. Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all items.
- ii. Price Bids of technically qualified bidders will be evaluated with reference to the quoted price (landed price, FOR Destination) of each item to determine the L-1 (lowest) price.
- iii. After the conclusion of Price Bid opening, the lowest offer (quote) among the bids received for each item shall be discovered and declared as L1 rate and

the corresponding bidder as L-1 bidder for that item for which the Bid has been invited.

- iv. The Bidder who has been declared as L-1 for certain item(s) shall be invited to execute a quantity contract to supply the item(s) (as per the format given in Annexure-VII) to supply the item item(s) of required quantity, quality and specification at the agreed rate within prescribed delivery period. The shortlisted firm shall also commit contractually to furnish performance security of 5% of the order value within 28 days of receipt of the Purchase Order, failing which the contract shall be liable for cancellation, followed by recovery of the penalty by forfeiting the EMD or Security amount with the AMSCL, ASSAM. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money.

C. Right to Reject Tender:

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of all items or for any one or more of the items tendered at any point of time without assigning any reason.

D. Conditional Bid:

Conditions like; "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

E. TERMS & CONDITIONS

A. Specification and Description of Supply:

- i. Item details & estimated quantity: The details of the required items are shown in Annexure-I.
- ii. Generic Name: Tender has been called for the item in generic names. The bidders should quote the rates for the generic products. The specification of the product should be as per details given in Annexure-I. Any variation found will result in the rejection of the tender.
- iii. The bidder(s) can execute the supply in either generic or brand name. If the supply is in brand name, the price must not be printed on the strip, label, or box.

B. Product Shelf Life:

- i. All supplies will be scheduled for the period from the date of purchase order till the date of completion stipulated in the purchase order.
- ii. All other item/items should have shelf life of minimum 36 months/24 months (Whichever is applicable).
- iii. The labelled shelf life of items supplied should be not less than the period mentioned against each item in list of Items (Annexure-II). The remaining shelf life of the items at the time of delivery should not be less than 5/6th/3/4th (Whichever is applicable) of the labelled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life. Any product of labelled shelf life lesser than required shelf life will not be accepted.

C. Delivery :

- i. Point of Delivery: The point of delivery of the ordered items shall be at Guwahati, Assam. All supplies will be scheduled for the period from the date of purchase order till the completion of the supply or, as would be stipulated in the purchase order
- ii. Delivery Period: Supply shall commence within best possible time from the date of order and supply of full quantity shall be completed within 60 days from the date of issuing the order. In case supply is not started within contractual delivery period then Purchase Order may be cancelled.
- iii. Bill: AMSCL will not take any responsibility for supplying Bill. It will be the responsibility of supplier to arrange for Bill for dispatch of consignments to Assam.

D. Delivery, Shortage & Delay Penalty:

In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be penal deduction @ 1% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value. Once the maximum price reduction is reached, termination of the whole contract will be considered.

E. Security Deposit:

- i. The **Manufacturer/Importer/Distributor or Dealer** (s), within 28 days from date of receipt of the Purchase Order shall submit Security Deposit @ of 5 % of the order value in the form of either.
 - a) irrevocable Bank Guarantee from any Indian Schedule Bank in favour of "ASSAM MEDICAL SERVICES CORPORATION LTD". Bank Guarantee confirmation to be sent through SFMS to HDFC Bank (IFSC: HDFC0000264, Currency Chest Building, Subham Buildwell Compound, Guwahati -781005) (Such Bank Guarantee shall be valid for a period of 26 months)
 - b) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - a) Fixed Deposit from any Indian Schedule Bank with lien marked in favour of "ASSAM MEDICAL SERVICES CORPORATION LTD"
- ii. If the supplier fails to execute the order or fails to perform the contract or there will be any quality control issue, the said Performance Security submitted will be encashed and the amount will be forfeited as per agreement, in addition to other penal actions.

F. Alternative Purchase:

- i. If the supplier fails to execute the supply within the stipulated time, AMSCL is at liberty to make alternative purchase of the items for which the Purchase Orders have been placed from any other sources (such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid) or in the open market even at higher rates at the risk and the cost of the supplier and in such cases AMSCL shall have every right to recover the cost and impose penalty, apart from termination of the contract for the default.
- ii. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by AMSCL in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.

G. Payment Provisions:

- i. Payments towards the supply of items will be made strictly as per the payment policy and procedure of AMSCL. All payments shall be made by electronic transfer or by way of crossed account payee cheque drawn in favour of the supplier.
- ii. Payment shall become due on complete execution of the Purchase Order the stock is charged and certified by a stock entry. Part payment against supply shall be at the discretion of the AMSCL only at exceptional circumstances. The supplier shall submit the Invoices in triplicate in the name of AMSCL along with address.
- iii. In case of any enhancement in duty or GST due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional duty or GST so levied will be allowed to be charged extra as a separate item without any change in basic price structure of the items approved under the tender. For claiming the additional cost on account of the increase in duty or GST, the approved supplier should produce a letter from the concerned Authority for having paid additional Duty or GST on the goods to be supplied to AMSCL and also must claim the same in the invoice separately.
- iv. AMSCL has every right to receive supply even after expiry of contractual delivery date and in such case; penal deduction as specified under relevant clause will be applicable.
- v. If the supply is delivered in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by AMSCL on the total value of supply to that particular warehouse.

H. Penalty/debarment in Case of Quality Failure:

- i. Government of Assam is mandated to provide quality medicines to all the citizens coming to public health facility for treatment with an objective to giving utmost priority to patient safety. Hence any deviation or non-conformity to patient safety shall be taken seriously. The suppliers are required to supply items of high-quality standard as per prescribed specification from scheduled manufacturing facility and applicable statutory standards so that the efficacy and effectiveness of the items remain intact throughout the lifecycle of the item. The Purchaser shall draw random sample at any time during the shelf life of the product and send it for quality testing to empanelled NABL accredited labs or Government labs for quality testing.
- ii. If the sample drawn from any supplied item fails the quality test (by any Government or empanelled NABL accredited lab) or the sample doesn't conform to the statutory standards and specifications, then the supplier will be liable for penalty (Administrative & Financial) based on the nature and degree of default as given below.

S. No	Nature of Default	Penalty
1	In case one batch or two batches of a particular item supplied by a Firm failed the quality test. (The quality test to be done by any Government or empaneled NABL accredited lab.)	<ul style="list-style-type: none">• The supplier shall not be entitled to any payment for the quantity supplied from that particular batch which was declared NSQ subsequently, irrespective of the fact that the item has been consumed partially.• Penalty @5% of the total value of NSQ item will be levied.
2	In case three batches of a particular item supplied	<ul style="list-style-type: none">• Product debarment: In addition to above penalties, the Firm shall be debarred

S. No	Nature of Default	Penalty
	<p>by a Firm failed the quality test.</p> <p><i>(The quality test to be done by any Government or empaneled NABL accredited lab)</i></p>	<p>from participation in any RFP floated by the TIA for 3 years from the date of issue of letter of debarment for that item.</p> <ul style="list-style-type: none"> • Forfeiture of Performance Security: In addition to product debarment the entire performance security deposited by the supplier for that particular item shall be forfeited and apportioned towards financial penalty. • Alternative Purchase Clause will also be applicable as mentioned in the RFP.
3	<p>Where the supplier has quantity contract agreement for three (3) or more items and debarred for a minimum of three items.</p>	<ul style="list-style-type: none"> • Firm Debarment: The firm shall be black listed and debarred from participating in any RFP for any item(s) issued by the TIA for 3 (three) years from the date of intimation. • Forfeiture of Performance Security: In addition to firm debarment the entire performance security deposited by the supplier shall be forfeited and apportioned towards financial penalty. • The supplier shall not be entitled to any payment for the quantity supplied from that particular batch which was declared NSQ subsequently, irrespective of the fact that the item has been consumed partially. • Penalty @ 5% of the total value of NSQ item will be levied. In case no pending dues are to be paid the amount may be recovered personally from the supplier or from his properties, as per rules. • Alternative Purchase Clause will also be applicable as mentioned in the RFP.

- iii. There should not be any cases of conflict of interest between two or more bidders (cases including single party having common ownership, access to information or controlling authority in more than one bidding firm). Prevalence of conflicting of interest between two or more bidders, if identified at any time during the bidding process then they shall be liable for disqualification.

Annual turnover statement of Manufacturer/Importer/ Distributor or Dealer

(Should be certified by Auditor / Chartered Accountant with full name and UDIN)

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Financial Year.	Turnover (Rs) in Lakhs	
1.			
2.			
3.			
		Total -	Rs._____ Lakhs
		Avg. -	Rs._____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered
Accountant
(Name in Capital Letters)
UDIN

Tender No.....

LIST OF QUOTED ITEM

Sl. No	Name of Drugs	Dosage form and strength	Pack Size	Tender quantity	Quoted/Not-quoted
1	Lorazepam	Injection 2 mg/ml	1 ml Amp	42190	
2	Phenytoin	Oral suspension 125 mg/5ml	100 ml bottle with measuring cap.	4080	
3	Clofazimine	Each Capsule contain:- Clofazimine 100 mg	1 x10	72750	
4	Rifampicin	Each Tablet/ Capsule contain:-Rifampicin 150mg	1 x10	18683	
5	Rifampicin	Each Tablet/ Capsule contain:-Rifampicin 300mg	1 x10	30768	

The quantity against each item is tentative and subject to variations. The quantity may increase or decrease at the time of placing order.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

(Financial Bid format)**Tender Reference No:****Name of the Bidder:**.....

Sl. No	Name of Drugs	Dosage form and strength	Pack Size	Tender quantity	Name of the manufacturer	Unit price (Exclusive of GST)	Unit price (Inclusive of GST)
1	Lorazepam	Injection 2 mg/ml	1 ml Amp	42190			
2	Phenytoin	Oral suspension 125 mg/5ml	100 ml bottle with measuring cap.	4080			
3	Clofazimine	Each Capsule contain:- Clofazimine 100 mg	1 x10	72750			
4	Rifampicin	Each Tablet/ Capsule contain:- Rifampicin 150mg	1 x10	18683			
5	Rifampicin	Each Tablet/ Capsule contain:- Rifampicin 300mg	1 x10	30768			

Signature of the Bidder (with office seal)

Name:

Designation:

Contact No:

AGREED TERMS & CONDITIONS
(In NON-JUDICIAL STAMP PAPER ONLY)

Tender No.....Date.....

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. “Purchaser” means the Managing Director, AMSCL, Assam or his authorized representative.
2. “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. “Site” means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished and are valid on the date of tender submission.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished.	
7.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
8	Confirm that the quoted landed price per item is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes including and FOR destination.	
9.	Confirm furnishing of price break-up of each item showing basic price of item and GST on % age of basic price to arrive at landed price	
10.	It is noted that the statutory variations in GST and import duties within the contractual delivery period shall be borne by the purchaser.	
11.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
12.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 1% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value & delay penalty will be imposed as per relevant clauses.	
13.	Confirm acceptance of Delivery Period as indicated under relevant clause of the bid document.	
14.	Confirm acceptance of relevant payment terms specified in the bid document.	
15.	In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP	
16.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
17.	Confirm that security deposit of 5 % of the total order value shall be furnished, which will be valid for a period of 26 months from the date of order.	
18.	Confirm acceptance of the supply order & any part Order.	
19.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm the relevant tender clause regarding shelf life.	
20.	It is noted that the purchaser would have no responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
21.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this	

Sl. No.	Description	Vendor's Confirmation (Confirmed/Noted/Deviation furnished separately)
	format shall be ignored. All the terms & conditions of the aforesaid tender will be applicable. Confirm compliance.	
22.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
23.	Confirm that the offer shall be valid for a period of 180 days from the date of bid opening.	
24.	Confirm that supplier will be responsible for arranging E-way bills for dispatch of consignments to various destinations/end-users as confirmed in the PO.	
25.	Confirm all desired quality assurance certificate/certificates are furnished as per tender requirement. Also confirm item to be supplied will confirm tender specified quality assurance certificate.	

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

CHECK LIST

(All documents must be submitted along with the bid)

Sl.	Cover A	YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed			
2	EMD and Tender fee (offline only)			
3	Valid manufacturing Licence issued by the competent Licensing Authority			
4	Valid Whole sale Drugs License issued by the competent Licensing Authority			
5	Copy Municipal Trade License held by distributor/dealer.			
6	Annual Turnover Statement for last 3 years as per Annexure-I & Financial Statements certified by CA with UDIN along with Profit & loss certificate & balance sheet of those correspondence year.			
7	Experience : The bidder must have experience of supply of similar item in last three financial years i.e. 2022-23, 2023-24 & 2024-25 supported by minimum one supply order copy (Attested/ notarized copy/ copies of Purchase Order) during any of the 3 financial FY 2022-23, 2023- 24 & 2024-25 in Govt. organizations directly in the name of the bidder.			
8	Copy of Permanent Account Number			
9	List of items quoted as per Annexure-II			
10	Agreed Terms & Conditions as per Annexure- IV (in NON-JUDICIAL stamp paper only)			
11	Registration no with GST			
12	Signature & seal on all pages of the Tender Document			
13	Price Bid/BOQ (to be submitted along with the technical bid in a separate envelope)			

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

LIST OF QUOTED ITEM/ITEMS WITH PRODUCT COMPLAINE
(In NON-JUDICIAL STAMP PAPER ONLY)

Sl. No	Name of the item with specification	Packing details	Tentative quantity	Specification offered by the bidder in the bid	Deviation if any (in terms of specification / pack size)
1					

Declaration: I do hereby declare that the above statement/offered specification are true/correct to the best of my knowledge.

SIGNATURE:

SEAL OF THE FIRM:

NAME & DESIGNATION:

DATE:

NAME & ADDRESS OF THE FIRM with contact details (mail/phone no)

QUANTITY CONTRACT AGREEMENT

This Deed of Agreement is made on this.....day of month.....and year.....between ASSAM MEDICAL SERVICE CORPORATION, ASSAM represented by the Managing Director, AMSCL, Assam having its office at (hereinafter referred to as the “Purchaser” which term shall include its successors, representatives, executors, assigns and administrators unless excluded by the contract) on one part.

And

M/srepresented by its Proprietor/Managing Partner/Managing Director having its Registered Office at.....

 hereinafter referred to as “Supplier” which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the contract) on the other part

1. Whereas the Supplier has agreed to supply to the Purchaser or the concerned Procuring Agency, the items with specifications mentioned in the Annexure-A attached hereto at the prices noted therein and in the manner and under the terms and conditions hereinafter mentioned and whereas the Supplier has agreed to deposit with the Purchaser or the concerned Procuring Agency a sum equivalent to 5 % of the total value of each Purchase Order issued by the Purchaser or the concerned Procuring Agency with reference to this Quantity contract Agreement, as Performance Security for the due and faithful performance of this Agreement, to be forfeited in the event the Supplier failing duly and faithfully to perform.
2. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Purchaser and the Supplier do hereby mutually covenant, declare, contract and agree in the manner following, that is to say,
 - (a) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the Tender floated by the Purchaser for the quantity contract for items (Tender No.....dated.....for Quantity contract ending.....) and Technical Bid opened on, Instructions to Bidders, Terms & Conditions of the Tender, Acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (b) The Agreement is for the supply by the Supplier to the Purchaser of the items specified in the agreement on the terms and conditions set forth in the Agreement.
 - (c) This Agreement shall be deemed to have come into force with effect from the date of issuance of letter of acceptance i.e. onand it shall remain in force up to
 - (d) The price of each item in the Annexure-A attached hereto is valid for the Agreement period indicated in Clause (b) above. The Supplier shall make supplies of the items on the basis of the Purchaser Orders placed on him from time to time by the ordering

Authorities specifying the quantities required to be supplied at the specific location in the state of Assam.

3. TERMINATION OF CONTRACT ON BREACH OF CONDITION

- (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as PERFORMANCE SECURITY and cancel the Contract.
- (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.
- (c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.
- (d) The Purchaser reserves the right to terminate without assigning any reasons thereof the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

4. NOTICE ETC, IN WRITING

All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

5. SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser in any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing of the Purchaser obtained in first hand.

6. BANKRUPTCY OF THE SUPPLIER

In case the Supplier at any time during the continuance of the Contract becomes bankrupt

or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

7. SERVING OF NOTICE ON SUPPLIER

All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode including but not limited to notice or communication made by electronic means.

8. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, AMSCL, Assam in the matter shall be final and binding.

9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER	Managing Director, AMSCL, Assam
(Signature, Name & Address, Stamp with contact no)	
Witness (Signature, Name & Address)	Witness (Signature, Name & Address)
1.	1.
2.	2.

ANNEXURE-A

(QUANTITY CONTRACT AGREEMENT)
(To be submitted in non-Judicial stamp paper)
(DETAILS OF RATER QUOTED BY BIDDER)

SL	NAME OF ITEM	NAME OF THE BIDDER	NAME OF THE MANUFACTURER/ IMPORTER/ DEALER/ DISTRIBUTOR	PACK SIZE	Approved L-1 rate (Per Tab, Per Cap, Per Bottle, Per Pack, Per Vial, Nos, Per Ampule etc) In Rupees (without GST	Applicable GST (in Rupees)	GST AMOUNT (Rs)	UNIT RATE WITH GST (Rs)	HSN CODE

DETAIL FOR COMMUNICATION WITH BIDDER, ALONG WITH BANK DETAILS

Bidder Details	Bidder Name	
	Postal Address	
	State	
	District	
	Post Office with Pin Code	
	Telephone No (with STD code)	
	Mobile No with the name of the concerned persons to be contacted (minimum 2)	
	Fax	
	Email-ID (minimum 2)	
	CST No.	
	PAN No.	
	TIN No.	
	GSTN No.	
	Bank Details Bidder	Bank Name
Branch Name		
IFSC Code.		
Account Number		
MICR No.		
	SIGNATURE	
	SEAL	
	NAME & DESIGNATION	
	DATE	