



REQUEST FOR PROPOSAL(RFP) (E-Tender)

SETTING UP IN-HOUSE PHARMACY IN DIFFERENT CANCER CARE HOSPITALS UNDER ACCF(EXCLUDING STATE CANCER INSTITUTE, GUWAHATI) TO ENSURE ON-DEMAND SUPPLY OF MEDICINES, SURGICAL, SUTURES, CONSUMABLES, CHEMICALS AND OTHER MEDICAL SUPPLIES.

RFP No: ACCF/Pharmacy/26-27/137

Dated: 19.09.2026

ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam Ph: +91-90852 02020

www.assamcancercarefoundation.org

Email: procurement@accf.in

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Notice Inviting Proposal (NATIONAL COMPETITIVE BIDDING)

RFP Ref No: ACCF/Pharmacy/26-27/137

Date: 19.09.2026

ONLINE PROPOSALS ARE INVITED BY THE UNDERSIGNED FROM ELIGIBLE PARTIES (PHARMACY) VIDE THIS RFP TO SELECT (through QCBS method) MOST SUITABLE OF THEM TO SETUP AND OPERATE IN-HOUSE PHARMACY FOR ON-DEMAND SUPPLY OF MEDICINES, SURGICAL, CONSUMABLES, CHEMICALS AND OTHER MEDICAL SUPPLIES IN DIFFERENT CANCER CARE HOSPITALS UNDER ACCF, FOR A PERIOD OF 4(FOUR) YEARS ON COST-PLUS MODEL.

Sl. No	Description of Goods/Services/ Work	EMD(INR)
1	Setting up of in-house Pharmacy at different Cancer Care Hospitals of ACCF in Assam	Rs 50,00,000/- (To be paid online)

Calendar of Events

RFP Schedule	
Date of issue of the RFP	19.09.2026
Pre-Bid Meeting	30.09.2026 at 12PM at ACCF Office/ Teams (ID will be published in ACCF Website www.assamcancercarefoundation.org)
Last Date and Time of Bid submission (Online)	17.10.2026 till 15:00 Hrs
Bid Opening Date (online & offline opening)	17.10.2026 (After one Hr from above last time of Bid submission)
Financial Bid Opening	To be notified later

Address for Communication	ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91- 8959540828, E: procurement@accf.in W: www.assamcancercarefoundation.org
Tender Fee (non-refundable)	Rs 5,000/- (Rupees Five Thousand) to be paid online

For ACCF, Guwahati
S/d
Chief Operating Officer (COO)

Note:

The above timelines are indicative, and the Client reserves the right to change the timelines at its own discretion.

Single pharmacy service provider to cater across all ACCF hospitals.

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Disclaimer

- (1) This **Request for Proposal** (RFP) is issued by Assam Cancer Care Foundation (ACCF) (herein after called as the “**Client**”) for the purpose of selection of a suitable Agency (i.e. Pharmacy) to setup and run in-house pharmacy in different Cancer Care Hospitals under ACCF in Assam for on demand supply of medicines, consumables, chemicals, surgical and other medical supplies as specified in this RFP.
- (2) The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“**Bidder**”) in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- (3) This RFP is neither an agreement nor an offer by the Client to the prospective Bidder or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in the formulation and submission of their Bids pursuant to this RFP.
- (4) This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the Scope of Services contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder/Applicant may require.
- (5) This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP.
- (6) The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Bidder should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- (7) Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- (8) The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this pre-qualification/shortlisting process.

- (9) This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or Definitive Agreement shall continue to be binding on and adhered to by the Bidder/Applicant.
- (10) The Client also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this RFP. Further, nothing in this RFP shall confer a right upon the Bidder to claim for compensation, damages, extension of time for performance of its obligations, or for termination of the Contract.
- (11) The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- (12) The issue of this RFP does not imply that the Client is bound to award the Contract to any Bidder or to engage any Bidder, as the case may be, and Client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
- (13) This RFP does not purport to contain all the information that the Bidders or any authorized person acting on their behalf would require towards preparation and/ or submission of the Bid. The information contained in this RFP does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice. The Client shall not be liable for any costs, expenses, however so incurred by Bidders in connection with the preparation and submission of the Bids, including but not limited to, costs associated with attending meetings for clarifications, Site inspection and visits, irrespective of the ultimate result of the bidding process (including without limitation the annulment of the bidding process by the Client). No Bidder shall be entitled to either claim for any cost or expense or seek extension on the grounds that insufficient information was given in the RFP and the Bidder was not conversant with the conditions prevailing at the Site, irrespective of inspection of the Site, or that during performance of services he encountered difficulty.
- (14) The Client reserves the right to amend the RFP and any information contained herein at any time after the issue of the RFP and prior to the due date of submission of the Bid/proposal by issuing a corrigendum notice both in the **e-Tender portal and website of the Client**. No communication in whatever form shall be construed to be a part of, or supersede the RFP unless the amendment is issued in form of a corrigendum notice by the Client.

- (15) Nothing in this RFP shall be relied upon as, a promise or representation as to the Client's ultimate decision in relation to the subject matter of this RFP or with respect to the award of the Definitive contract or otherwise. The Client expects to evaluate and select a Party for the execution of the proposed Services in accordance with the RFP and on the basis of Bids submitted. The Bidder(s) shall not, therefore, assume that they will have an opportunity to revise their Bids following submission, except as provided in the RFP. However, the Client reserves the right to update, supplement, withdraw or amend the procedures (including the timetable) relating to the bidding process and/or any information contained herein, reject any, or all, of the Bids, not to invite any Bidder to proceed further, not to furnish a Bidder with additional information nor otherwise to negotiate with a Bidder in respect of the Projects/Services at any time.
- (16) Each Bidder is prohibited from any form of collusion or arrangement with another Bidder (or its advisors or consultants) to influence the award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of the Client or to any other person in a position to influence the decision of the Client for showing any favour or forbearing any action in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as the Client may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
- (17) The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Client or any of its respective professional advisors, affiliates, directors, employees, agents or representatives for showing any favour in relation to the RFP or the process set out herein, shall render the Bidder to such liability and penalty as the Client may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.
- (18) The RFP and all the Bidder(s) participating in the Tender process shall be governed by the laws of India, without having regard to the principles of conflict of laws. The courts at Guwahati, Assam shall have exclusive jurisdiction in relation to any disputes arising from this RFP. However, nothing herein contained shall limit the rights of the Client, to initiate legal proceedings, before any other court having jurisdiction under the applicable laws.
- (19) The Bidder shall be deemed to have fully understood the Scope of Services provided by the Client in a manner which enables it to sufficiently define all the main elements necessary for the purpose of providing a lump sum Contract Price.

SECTION -I

(Definitions & Abbreviations)

1. Definitions & Abbreviations

1.1. Definitions

The terms used in this **Request for Proposal** shall have the meaning specified herein below:

- (a) **“Agency”** shall mean the applicant/bidder with whom the contract has been signed for provisioning of required goods and services at the agreed rate as per the terms of the contract.
- (b) **“Bid” or “Proposal”** means the documents or the submissions in their entirety comprised in the bid submitted by a Bidder/Applicant in response to the RFP in accordance with the provisions hereof;
- (c) **“Bid Date”** means the last date of submission of the Bid, as specified in the Calendar of Events;
- (d) **“Bidder”** shall mean an entity participating in the bidding process under and in accordance with this RFP; The Bidder is also called as the **“Applicant”**.
- (e) **“Change in Law”** means the occurrence of any of the following after the Bid Date:
 - (i) the enactment of any new Indian law;
 - (ii) the repeal, modification or re-enactment of any existing Indian law;
 - (iii) the commencement of any Indian law which has not entered into effect until the Bid Date; or
 - (iv) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; but does not include a Change in Taxes;
- (f) **“Change in Taxes”** shall mean any change in the rates of any of the Taxes that have a direct effect on the offered price after the Bid Date;
- (g) **“Client”** shall mean the Assam Cancer Care Foundation;
- (h) **“Contract Price”** shall mean the Price/rate at which the specified items shall be supplied by the Agency as per the contract for the complete period of the contract;
- (i) **“Letter of Award” or “LOA”** means the award letter sent by the Client as written confirmation that the bidder/applicant has been successful and awarded the contract.
- (j) **“Project”** shall mean setting up of in-house Pharmacy in the premises of different cancer care hospitals under ACCF in Assam to ensure on-demand supply of medicines, surgical items, consumables, chemicals and other hospital supplies in accordance with the RFP and the Definitive Agreements;
- (k) **“Scope of Services”** shall mean the scope of services required to be provided by the Service Provider (Agency) under the Definitive Agreement, including as specified in Section- III of this RFP;
- (l) **“Service Provider”** shall mean the successful bidder with whom a Letter of Award is issued and the contract is awarded by the Client pursuant to the process as per this RFP;
- (m) **“Specific Conditions”** shall mean the Specific Conditions of Contract;
- (n) **“Taxes”** means any Indian taxes including excise duties, customs duties, Goods and Services Tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Services charged, levied or imposed by any Government

Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income

- (o) **“Concluded Contract”** means the written duly signed agreement entered into between ACCF and the Agency, together with all the documents mentioned therein and including all attachments, annexure, etc. , therein.
- (p) **“Service Provider” or “Agency”** means the successful Bidder selected for execution of contract for provisioning of required goods and services.
- (q) **“Day”** means calendar day.
- (r) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a Tenderer along with its Tender.
- (s) **“Hospital Administration”** means Hospital Administration Division of respective hospitals
- (t) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (u) **“in-house Pharmacy”** means the in-house facility or the dispensary where medicines, surgical, consumables and other medical supplies are stored to be dispensed as per the demand.
- (v) **“Applicants” or “Bidders”** means the eligible entities hose have submitted proposals/bids in response to the RFP in the manner prescribed.
- (w) **“Management”** means the management or officials of ACCF authorised to issue RFP and evaluate the proposals.
- (x) **“QCBS”** means quality and cost based selection method. Successful vendor shall be selected based on technical and financial score both.

1.2. Abreviativos:

- (i) **“BG”** means Bank Guarantee
- (ii) **“GST”** means Goods and Services Tax
- (iii) **“SCC”** means Special Conditions of Contract
- (iv) **“GIT”** means General Instructions to Tenderer/bidders
- (v) **“NIP”** means Notice Inviting Proposal.
- (vi) **“BMW”** means Bio-Medical Waste
- (vii) **“MWA”** means Minimum Wages Act
- (viii) **“PBG”** Performance Bank Guarantee
- (ix) **“ACCF”** means Assam Cancer Care Foundation
- (x) **“EMD”** means Earnest Money Deposit
- (xi) **“TIE”** means Tender Inviting Entity i.e. ACCF

SECTION -II

(About ACCF)

2. About ACCF

2.1 Objectives & Purpose

- 2.1.1 Tata Trusts have signed an MoU with Government of Assam (“GoA”) to optimally plan, design and implement a distributed hierarchy of cancer care facilities. The distributed care model was conceptualized by the Trusts and the Government of Assam to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes (hereinafter referred to as “Program”). The Program is expected to benefit cancer patients of Assam. Currently, one apex hospital handles a cancer patient’s journey end-to-end. Smaller centres in different regions, interlinked with the apex centres, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals. This will bring high-quality cancer care closer home for patients and reduce their financial burden. Infrastructure development is being supplemented with plans to develop trained human resources, awareness and prevention programs, and a unified technology platform to deliver high-quality care.
- 2.1.2 The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state.

SECTION -III

(Instruction to Bidders)

3. Instruction to the Bidder

3.1. Scope of Work

- 3.1.1. All network hospitals under ACCF shall be the empaneled hospitals for cancer care and treatment in the State of Assam, where the patients/citizens can avail different benefits under different central and state government schemes including Prime Ministers Jan Arogya Yojana (PMJAY), Mukha Mantri Loksevak Arogya Yojana (MMLSAY) etc
- 3.1.2 This tender is issued for selection of an eligible and competent agency to set up Retail Chemist Outlets (pharmacy) in different cancer care hospitals under ACCF for ensuring uninterested and just-in-time supply of medicines, surgical, consumables, chemicals and other medical supplies against the indent as and when raised by the hospital through its designated official(s) as required for the treatment and care of the in-house (OPD and IPD) patients.
- 3.1.3 The Agency (selected) is expected to set-up in-house pharmacy (chemist outlets) **in all network hospitals** of ACCF located in different districts of Assam as per the timeline mentioned below.

Sl. No	Name & Location of hospitals	Type of Hospital (L1/L2/L3)	Bed Strength	Major Departments	Timeline allowed to set up the Pharmacy
1	BARPETA CANCER CARE HOSPITAL	L2	135	Medical Oncology Surgical Oncology Radiation Oncology, Path and Histopathology, Blood Bank, Radiology and Imaging, Nuclear medicine	60 days from date of award
2	DIBRUGARH CANCER CARE HOSPITAL	L2	186	Medical Oncology Surgical Oncology Radiation Oncology, Path and Histopathology, Blood Bank, Radiology and Imaging, Nuclear medicine	60 days from date of award
3	SILCHAR CANCER CARE HOSPITAL	L2	135	Medical Oncology Surgical Oncology Radiation Oncology, Path and Histopathology, Blood Bank, Radiology and Imaging, Nuclear medicine	60 days from date of award.
4	Diphu Cancer Care Hospital	L2	135	Medical Oncology Surgical Oncology Radiation Oncology, Path and Histopathology, Blood Bank, Radiology and Imaging, Nuclear medicine	60 days from date of award.

5	Tezpur Cancer Care Hospital	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging,	60 days from date of award.
6	Kokrajhar Cancer Care Hospital	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award days
7	Lakhimpur	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award
8	Jorhat	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award
9	Darrang	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award
10	Golaghat	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award
11	Sivasagar	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award
12	Tinsukia	L3	44	Medical Oncology Radiation Oncology, Path Radiology and Imaging	60 days from date of award

Note: *There is no scope to apply for selected locations by any bidder. Single agency has to setup and run pharmacy in all locations and the price offered as per financial bid shall be applicable for all location uniformly. Any new locations namely Dhubri(L2), Nagaon(L3), Nalbari(L3), Goalpara(L3) inaugurated during the contract tenure needs to be run and operated by the chosen pharmacy vendor*

- 3.1.4 The Pharmacy is required to provide all the indented materials on cashless basis **within 90 minutes from the time of indenting/placing of order** by the respective hospital authority. It is mandatory to ensure there is no refusal of treatment by the hospital due to non-availability of medicines, surgical consumables, etc. For L2 units, three dedicated OP, IP and OT pharmacies needs to be catered.
- 3.1.5 Selected Pharmacy is also required to do home delivery to OPD/IPD (after discharge) patients, if required within the city limits.
- 3.1.6 Approximately 90% of the patients visiting ACCF hospitals avail treatment under various government-sponsored healthcare schemes, such as Ayushman Bharat, MMLSAY etc.
- 3.1.7 Detailed list of medicines, surgical, sutures, consumables, chemicals, reagents, and other supplies to be stored and dispensed by the In-house Pharmacy to be set up by the agency in different hospitals of ACCF are given in **Annexure-I3**. These lists are dynamic in nature and shall be revised and updated from time to time. The brand and make of these items shall also be decided mutually by ACCF from time to time, as per the requirement.

- 3.1.8 Purchase Cost is defined as Lowest net landed procurement cost actually paid by the Agency to the manufacturer/authorised distributor, after considering all discounts, rebates, schemes, credit notes, quantity discounts, cash discounts and other commercial benefits, excluding GST and excluding the Agency's service charge. The vendor should support cost with purchase invoice & other documents as and when asked.
- 3.1.9 Successful bidder needs to submit the cost of the formulary attached (as annexure) minus the service charge to ACCF team for validation before applying the same across the ACCF hospitals.
- 3.1.10 The successful bidder shall share minimum 10% of the total revenue with ACCF, generated from OPD pharmacy sales.

3.2. Role and Responsibilities of Agency (Pharmacy)

- 3.2.1 Set-up and operationalize in-house Pharmacies (retail chemist 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, 1498 and Pharmacy Practice Regulations, 2015, **within 60 days of issue of letter of Award (LoA) by the Client.** For L-2 centers there shall be separate IP and OP pharmacy. The internal storage, display, furnishing, lighting, counter, IT assets, cold storage, and branding shall be responsibility of the Agency.
- 3.2.2 Provide adequate and qualified manpower (Clinical and Non-clinical) to support and facilitate timely processing of indent and dispensing of medicines. This also includes Pharmacy staff provided for IPA as part of PAT competent in Pharmacy audit, checking indents, dosages, discharge advice and drug safety. 1 Clinical Pharmacologist for each L2 hospital with Hub & Spoke for the L3. Each L2 hospital should have minimum 10 runners on shift basis and L3 shall have minimum 5 runners on shift basis.
- 3.2.3 Maintain proper cold-chain and storage facility to ensure the potency of the drugs throughout the shelf life.
- 3.2.4 Selected bidder will assure that the drugs dispensed are of standard quality as per Drug & Cosmetic act. Any substandard quality medicines will lead to stringent action including blacklisting and legal proceedings.
- 3.2.5 Selected bidder needs to ensure that the drugs dispensed are of standard quality as per D&C act. Any substandard quality medicines will lead to stringent action including blacklisting and legal proceedings.
- 3.2.6 Supply medicine, consumables, surgical and supplies of required quantity, specification as prescribed/indented by the doctors.
- 3.2.7 Provide monthly details of both supplied and non-supplied items

- 3.2.8 The Hospital Information System (HIS) of ACCF shall be used for billing purposes. For inventory management, the selected vendor may utilize its own software, provided that real-time stock balances and consumption data are automatically updated in ACCF HIS via secure API integration at no additional cost to ACCF
- 3.2.9 Pay the monthly bills of electricity/water according to the reading of electricity/water meter to be installed by the hospital.
- 3.2.10 Ensure that all the medicines and consumables and supplies (particularly lifesaving drugs), which are prescribed by the doctors, are available at the outlet at any given point of time.
- 3.2.11. Maintain minimum 30 days of stock (based on average consumption) throughout the contract period.
- 3.2.12 The Pharmacy Service Provider shall integrate its service operations with the ACCF Hospital Information System (HIS) to ensure seamless coordination, real-time data exchange, and efficient management of pharmacy services. Service provider needs to integrate the service operations in ACCF HIS portal
- 3.2.13 All ward operations related to drugs, consumables, re-agents to be delivered at the respective stations from the Pharmacy.
- 3.2.14 The Pharmacy shall maintain an opening stock of medicines and consumables equivalent **to 60 days of the average consumption of the respective Hospital Unit.** The same can be purchased from exiting service providers on mutually agreed terms between existing and new pharmacy service providers.

3.3. Role of ACCF (i.e., Client)

- 3.3.1 To provide built space of required size and dimension within the hospital premises to run the Pharmacy (Chemist) outlet and storage of material within 7 days from the date of issue of LOA. The internal furnishing, storage and display cabinets, lighting, refrigerators, IT assets (Computers printers) etc shall be done by the agency
- 3.3.2 Provide un-interrupted electricity and water supply with sub-meter for paying the electricity bills.
- 3.3.3 Issue Site allocation letter to the agency to apply for Drug License
- 3.3.4 Provide login Id/Password of HIS of ACCF for billing and/or inventory management.
- 3.3.4. Clear all genuine claims/dues submitted by the agency within 30 days from the date of submission.
- 3.3.5 For high-value/high-volume items ACCF shall have the right to benchmark the procurement price against prevailing market prices, manufacturer price lists, authorised distributor prices, government procurement rates, institutional rates and other comparable sources. If vendor's procurement price is higher than benchmark vendor must procure at benchmark/competitive price unless ACCF approves the exception.
- 3.3.6 Prior to the issuance of the work order / letter of award (LoA), the successful bidder shall submit a detailed cost breakdown along with verifiable documentary evidence of

actual purchase/procurement costs (including original manufacturer invoices, import declarations, bills of entry, or purchase orders, as applicable) to ACCF.

ACCF reserves the absolute right to audit, scrutinize, and validate the reasonableness of the submitted purchase costs against prevailing market benchmarks, institutional rate contracts, and statutory price controls. Issuance of the work order shall be strictly contingent upon ACCF's formal acceptance and validation of such costs.

3.4. Performance Parameter and Penalty

3.4.1 The Agency is supposed to perform in 100% cases. In case of any deficiency in the performance (i.e., fail to supply all the materials indented by the hospital on time) the penalty shall be recovered from the Agency in the manner as prescribed below

Critical Drug List items — the Compliance Level for Critical Drug List items at each outlet is treated as follows:

Sl. No	Compliance Level — Critical Drug List items	Consequence
1	≥99.5%	No separate action under this Clause.
2	<99.5% and ≥99%	Written notice to the Operator; root-cause report due within 7 days.
3	<99% and ≥98%	Mandatory corrective action plan within 7 days, and an additional penalty of Rs.1,00,000 or 2% (whichever is lower) of that outlet's total Critical Drug List purchase value for the month.
4	<98% and ≥97%	Additional penalty of Rs.1,50,000 or 3% (whichever is lower) of that outlet's total Critical Drug List purchase value for the month, and a show-cause notice for termination of the Agreement (site-wise).
5	<97%	Termination of the Agreement for that outlet to be considered on the ground of non-performance, in addition to the penalty at Row 4.

All other items — the Compliance Level for all other items at each outlet is penalised as follows:

Sl. No	Compliance Level — all other items	Penalty
1	≥99%	0 penalty
2	<99% and ≥97%	2% of that outlet's total non-critical drug turnover for the month, subject to a minimum of Rs.10,000.

Sl. No	Compliance Level — all other items	Penalty
3	<97% and ≥95%	4% of that outlet's total non-critical drug turnover for the month, subject to a minimum of Rs.20,000.
4	<95% and ≥90%	7% of that outlet's total non-critical drug turnover for the month, subject to a minimum of Rs.35,000.
5	<90%	10% of that outlet's total non-critical drug turnover for the month, subject to a minimum of Rs.50,000, and a show-cause notice for termination of the Agreement (site-wise).

**** WEEKLY AND MONTHLY BOUNCE REPORT TO BE SUBMITTED****

- 3.4.2 Performance shall be calculated for each facility separately for each month and accordingly penalty shall be calculated on the deficit, if any, for each facility and it shall be adjusted against monthly payment.
- 3.4.3. The Agency is expected to setup and operate the in-house pharmacy in each location within 60 days of issue of Letter of Award (LoA) by the Client. In case for delay, the Agency shall be liable to pay penalty of Rs 1,000/- per day per location subject to a maximum of Rs 15,000/-. A delay penalty of Rs 2,000/- for each day of delay beyond 15 days shall be levied by the Client. However, the contract shall be liable for termination in case of delay beyond 30 days.
- 3.4.4 Any inclusion of drugs or change in molecules not in the scope of the formulary shall be recommended to the central DTC on a quarterly basis and will be included in the formulary post committee approval. This has to be followed for any change in formulary.
- 3.4.5 The Operator shall, at all times, comply with Applicable Law, including, without limitation:
- (a) maintaining a registered pharmacist on duty during all operating hours;
 - (b) ensuring uninterrupted availability of all drugs on the Critical Drug List;
 - (c) maintaining cold-chain integrity, with documented temperature logs, for all drugs requiring controlled storage;
 - (d) charging no more than the MRP, or the rate agreed for empanelled/scheme patients, whichever is lower;
 - (e) maintaining statutory records for Schedule H, H1, X and NDPS-controlled drugs;
 - (f) dispensing no expired, spurious, substandard or unregistered drug, and maintaining first-expiry-first-out stock rotation;
 - (g) issuing accurate, GST-compliant invoices, with no duplicate or inflated billing to insured or scheme patients;

- (h) submitting periodic stock and compliance reports (MIS) to ACCF Administration in the prescribed format;
- (i) extending full cooperation to inspections and audits under Clause 3;
- (j) redressing patient grievances within the timelines prescribed by ACCF; and
- (k) maintaining confidentiality of patient prescription and billing data.

3.5. Preparation, Signing of Bid

3.5.1 The Bid (proposal) shall be submitted online in two parts (Single stage two-bid system)

- (i) Part A: Techno-commercial Bid (Technical Proposal),
- (ii) Part B: Financial Bid (Financial Proposal)

3.5.2 The bid (proposal) shall be typed or written in indelible ink and shall be signed by the authorized representative of the Applicant. The bidder (applicant) should submit a Power of Attorney as per the format at **Annexure-02** authorizing the signatory of the bid to commit on behalf the bidder.

3.5.3 Any interlineations, erasures or overwriting shall be valid, only if, the same is found initialed or signed by the authorized signatory to the bid, prior to opening of the same.

3.5.4 The Bidder shall prepare both the parts (Part-A & Part B) of the bid separately. "Part A" of the bid shall contain documentary evidence in support of the eligibility. "Part B" shall contain only financial proposal. The bidder shall ensure that the pages are serially numbered with indexing and duly signed by the authorized signatory. Both the bids should be submitted online through e-procurement portal (i.e., <https://assamtenders.gov.in>)

3.5.5 The content of the "Part A" of the Bid is given below in the form of a checklist. The bidders are required to submit appropriate documents as per the checklist given in **Annexure-03**, failing which it may be considered as "unresponsive" and be liable for rejection.

3.5.6 The format for the "Financial Bid" (Part B) is given in **Annexure-10**. The bidder shall prepare the Financial Bid in the given format and submit separately (only online).

3.5.7. Online Bids shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Bidder.

3.6. Number of Proposals

3.6.1 A bidder is eligible to submit only one bid. Multiple bids from single party are not allowed.

3.6.2. In case two bidders have common ownership of more than equal to 25% then either of them can participate in the bid.

3.7 Bid Validity

- 3.7.1 The Bid (proposal) shall remain valid for **150 days** after the date of bid opening. Any proposal, which is valid for a shorter period, shall be rejected as unresponsive.
- 3.7.2 In exceptional circumstances, prior to expiry of the original time limit, The Client may request the Bidders to extend the period of validity with mutual consent. The request and the Bidder's responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid Security. The Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for a period of the extension, and in compliance with provisions relating to the Bid Security in all respects.

3.8 Cost of Proposal (Bid) Preparation

- 3.8.1 The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process. ACCF will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the selection process.

3.9 Acknowledgement by Bidder

- 3.9.1 It shall be deemed that by submitting the Proposal/Bid, the bidder has:
- (i) Made a complete and careful examination of the RFP document;
 - (ii) Received all relevant information requested from ACCF;
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the ACCF or relating to any of the matters stated in this RFP Document.
 - (iv) Satisfied itself about all matters, things, and information, necessary and required for submitting an informed Proposal and performance of all its obligations there under.
 - (v) Acknowledged that it does not have a Conflict of Interest; and
 - (vi) Agreed to make a presentation before the Procurement Committee duly constituted by the Management of ACCF, if asked for;
 - (vii) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 3.9.2. ACCF shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Selection Process, including any error or mistake therein or in any information or data given by the Management.

3.10 Bid Language & Currency

- 3.10.1 The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the forms provided in this RFP document. No supporting document or printed literature shall be submitted with the Proposal unless specifically

asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.10.2 The bidding currency shall be Indian Rupees (INR). The price bid in any other currency shall be liable for cancellation.

3.11 Pre-bid Meeting

3.11.1 ACCF shall call for a Pre-bid meeting to discuss and clarify any issues related to RFP provisions including terms and conditions.

3.11.2 Prospective bidders may also send their queries, if any, atleast 2 days prior to pre-bid meeting date vide Email at procurement@accf.in. Client shall issue necessary clarifications and amendment, if any, to the RFP documents. Such clarifications / amendments shall be uploaded on the website assamtenders.gov.in and www.assamcancercarefoundation.org. Telephonic queries are strictly prohibited.

3.11.3 The mode and other details of pre-bid meeting will be intimated separately.

3.13 Bid Security

3.13.1 The Bidder shall submit, as part of its Bid, an amount towards Bid Security as specified below.

Sl. No	Name of Services	Bid Security (EMD) (To be paid online)	Processing Fee (To be paid online)
1	Setting up of in-house Pharmacy	Rs 50,00,000/- (Rupees Fifty lakhs only)	Rs 5,000/- (Rupees five thousand only)

3.14. Amendments or Changes in Bid Document

3.14.1 ACCF may at any time before the deadline for submission of Bids, amend or modify the provisions and other terms and condition as stipulated in the RFP document by issuing addenda or corrigendum, suitably.

3.14.2 Any addendum or corrigendum thus issued shall be a part of the RFP Documents and shall be communicated in such form and manner as may be decided by the ACCF.

3.14.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the TIE, at its discretion, would extend as necessary the deadline for submission of Bids.

3.15. Withdrawal and Revision of Bid

- 3.15.1 Bidders can withdraw and(or) resubmit the bid any time prior to due date for submission of Bid. In case of resubmission, the latest bid shall stand.
- 3.15.2 No Bid shall be modified after the deadline for submission of Bid. Withdrawal of Bid any time after due date of submission and within the period of bid validity shall result in forfeiture of EMD.

3.16. Content of Technical Bid

3.16.1 The Technical Bid/Proposal shall consist of following documents:

- (a) Covering Letter as per **Annexure-1**
- (b) Processing Fee instrument (DD) or online payment proof.
- (c) Declaration as per **Annexure-2** (non-conviction and non-blacklisting)
- (d) Documentary evidence conforming to eligibility as per **Annexure-3**.
- (e) Signed Copy of the RFP document
- (f) Turnover Certificate issued by Chartered Accounts as per **Annexure-4**
- (g) Declaration with respect to retail chemist outlet **Annexure-5**
- (h) Details of the EMD submitted as per **Annexure-6**
- (i) Bidders Profile as per **Annexure-8**
- (j) Power of Attorney document/instrument in favour of the Authorised Signatory (As per **Annexure-7**) or the Board of Directors resolution (in case of Company) authorizing the signatory for signing the Bid.
- (k) Technical qualification marking and Criteria.

3.17. Submission of Bid Key Documents in Hardcopy

- 3.17.1 The Bidder is required to submit the **originals** of the “**Key Documents**” in hardcopies within due date of submission as mentioned in the NIP. The key documents are required to be submitted in hard copies are given as below.
- (a) EMD and Tender Processing Fee (if not paid online i.e., NEFT/RTGS)
 - (b) Declaration as per **Annexure-2**
 - (c) Original Power of Attorney Document authorizing the signatory as per **Annexure-7**
 - (d) Turnover Certificate issued by CA as per **Annexure-4**
 - (e) Declaration with respect to retail chemist outlet as per **Annexure-5**
- 3.17.2 The bidders can submit “**Key Documents**” either through courier or by hand (with acknowledgement) in the address given below. **Non-submission of key documents in hard copies within due date and time shall be treated as no-bid and render the bid liable for cancellation.**

To
The Chief Operating Officer,
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road,
Opp. Down Town Hospital,
Guwahati-781022, Assam.

3.18 Financial Bid

- 3.18.1 The Financial Bid should give all relevant information and should not contradict the Technical Bid in any manner.
- 3.18.2 The Financial Bid will be submitted by the bidder online (only) in the prescribed format available in the e-tender portal (i.e. <https://assamtenders.gov.in>) . Format of the Financial Bid is given under **Annexure-10** for reference only. The bidder is not required to submit the hard copy of the Financial Bid. **Submission of the financial bid in hard copy shall render the bid liable for cancellation.**
- 3.18.3 The bid inviting entity (i.e., ACCF) reserves the right to cancel the RFP process and decide for a fresh bidding process, if the offer (financial) is found to be unreasonable by it.
- 3.18.4 The bid shall be for all locations and the financial offer/quote shall be applicable for all locations uniformly.

3.19. Bid Opening & Evaluation

- 3.19.1 ACCF will open all the online Bids received, through application of required digital signature on the date mentioned in Notice Inviting Proposal online or such other date as may be decided by ACCF at its discretion.
- 3.19.2. Initial Scrutiny and criteria for rejection of the bid:
- (a) If the processing fee is not paid/submitted
 - (b) If the bid is not complete in all respect.
 - (c) If the Bid Security furnished does not conform to amount, validity period, format and in the manner as specified in the RFP.
- 3.19.3. Subsequent Evaluation Process:
- (a) After the initial scrutiny of the technical proposal, detailed scrutiny of the documents submitted along with the bid with respect to establish the fulfillment of the qualification shall be carried out.
 - (b) At this stage all those bids that qualifies or full fill the eligibility criteria shall be short listed for evaluation of technical markings based on submitted documents under QCBS method.
 - (c) Technical score shall be assigned to each shortlisted bidder (i.e. who meets initial eligibility criteria).

- (d) Minimum 60 marks required to qualify in marking as per the details provided in annexure. Financial bid shall only be considered if bidder achieves 60 marks in mentioned scores.
- (e) Selection method under this tender will be QCBS(Quality cum cost base selection method). 50% weightage shall be given for technical criteria (i.e. Score) and 50% weightage shall be given to financial bid.
- (f) The date and time of opening of financial bid shall be informed to all such bidders who qualify in technical evaluation.
- (g) In the event, the date of opening as above is declared Govt. holiday, then the bid opening shall be done at the same time on the next working day.
- (h) Financial evaluation shall be carried out as under:
 - (i) Maximum score (i.e. 100) being provided to bidder who has offered lowest service charge(L1) as per weighted average formula given in the price bid.
 - (ii) Commercial score=(100*bidder's commercial quote)/L1 Bidders offer.
- (i) The contract shall be awarded to the vendor with highest combined score calculated using formula as under:
 Combined Score = (Quality score assigned to the bidder x 50%) +
 (Commercial Score of bidders as per above formula x 50%)

3.19.4. The Proposal Inviting Entity (i.e., ACCF) reserves the right to seek clarification on the bids submitted and can ask for additional information/documentary evidence or clarification. Bidder shall be solely responsible for any error made in Technical or Financial bids.

3.19.5. Any effort by a Bidder to influence evaluation/selection processing or award decision may result in the rejection of its Bid.

3.20. Selection and Award of Contract

3.20.1 The financial bid of the eligible bidders (i.e., bidders fulfill qualifying criteria) shall be opened in the predetermined date and time. The actual date of financial bid opening shall be communicated to the technically qualified bidders or published in the e-tender portal.

- 3.20.2 Contract shall be awarded to the most preferred bidder amongst all eligible bidders. Preferred bidder shall be selected amongst the eligible bidders strictly based on method mentioned above as per QCBS. In the Financial Bid, bidders are asked to quote the cost plus model basis for different categories of supplies (i.e., (i) Medicines, (ii) Chemicals & Reagents (iii) Consumables, Surgical and disposables) separately.
- 3.20.3 ACCF, however, is in no way obliged to award the contract to the most preferred bidder or assign any reason whatsoever for the same. ACCF may also cancel the RFP, if the financial quote/offer is found to be unreasonable.
- 3.20.4 In case of a tie (i.e., equal combined score), Following criteria shall be applied for tie breaking
- 1) Lowest service charge offered
 - 2) if same service charge offered than Turnover shall be checked and contract awarded to bidder having higher turnover
- 3.20.5 ACCF reserves the right to ask the matching of service charge offered by the preferred bidder(L1 bidder) from immediate next and next to next bidders for keeping fall back option. ACCF also reserves the right to split the site wise contract.

QCBS Evaluation Methodology (50:50)

The evaluation of bids shall be carried out under the Quality and Cost Based Selection (QCBS) methodology, with a weightage of 50% for the Technical Proposal and 50% for the Financial Proposal.

1. Technical Evaluation

The Technical Proposal of each bidder shall be evaluated against the prescribed technical parameters for a maximum of 100 marks.

Only bidders securing a minimum of 60 marks out of 100 in the Technical Evaluation shall be declared technically qualified and shall be eligible for opening of the Financial Proposal.

For the purpose of QCBS evaluation, the Technical Score shall be normalized to a 50-mark scale using the following formula:

$$\text{Technical Score (T)} = (\text{Technical Marks Obtained} \div 100) \times 50$$

2. Financial Evaluation

The Financial Proposals of only those bidders who qualify in the Technical Evaluation shall be opened and evaluated.

The Financial Score shall be calculated on a 50-mark scale using the following formula:

$$\text{Financial Score (F)} = (L1 \div L) \times 50$$

Where:

L1 = Lowest evaluated financial bid among the technically qualified bidders.

L = Financial bid of the bidder under evaluation.

The bidder quoting the lowest evaluated price (L1) shall be awarded the full 50 marks for the Financial Evaluation.

3. Composite Score

The final ranking of bidders shall be based on the Composite Score, calculated as follows:

$$\text{Composite Score (C)} = T + F$$

Where:

T = Normalized Technical Score (Maximum 50 marks)

F = Financial Score (Maximum 50 marks)

The bidder obtaining the highest Composite Score (maximum 100 marks) shall be ranked first and shall be considered for award of the contract, subject to fulfilment of all other terms and conditions of the tender.

3.21. Award and Signing of Contract

3.21.1 The Bidder whose Bid has been assessed as most preferred bid (i.e., having highest combined score) will be notified of the award by ACCF prior to expiration of the Bid Validity Period by way of issue of a **“Letter of Award/Intent”** communicated through email or other means.

3.21.2 Within **21 days** of receipt of the Letter of Award, the successful Bidder will furnish the performance security and will sign the Contract (refer **Annexure- 12**) and deliver it to the Proposal Inviting Entity (i.e., ACCF), for acceptance of the same.

3.21.3 Upon the furnishing of the Performance Security (as specified in the following para i.e. 3.22) by the successful Bidder, ACCF will promptly notify the other Bidders that their Bids have been unsuccessful and return the EMD within 30 days..

3.21.4 If the successful Bidder fails to execute the agreement and / or to deposit the required performance security within the specified time or withdraw the bid, after the intimation of acceptance of the bid has been sent or owing to any other reasons unable to undertake the contract, then the contract or the **“Letter of Award”** (when the contract is not executed) will stand cancelled and the EMD as deposited along with the Bid shall stand forfeited by the Bid Inviting Entity (.e. ACCF).

3.21.5 In case of any failure by the Agency (i.e. winning bidder) to comply with the provisions of the contract, ACCF reserves the right to award the contract to the next Lowest bidder or any other outside agency and where the differential price shall be recovered (maximum up to PBG amount) from the agency in default that has been awarded the initial contract. In such cases, ACCF reserves the right to forfeit the Performance Security and take any such action, as deemed fit, including blacklisting and debarment from participation in any bidding/tendering process for a period up to 3 years.

3.22. Performance Security

3.22.1 Within **21 days** of receipt of the Letter of Award or before signing the contract, whichever is earlier, the winning bidder shall provide to the Proposal Inviting Entity (i.e. ACCF), a Performance Security of 3 crs drawn in the name of Assam Cancer Care Foundation, Guwahati, payable at Guwahati in the form of DD, FDR etc

(a) Irrevocable Bank Guarantee in favour of ACCF, Guwahati as per the format given under **Annexure-11**.

(b) Fixed deposit Receipt Lien marked in favour of ACCF, Guwahati from any Nationalized / Scheduled Commercial bank having branch in Guwahati.

3.22.2. Performance Security(s) shall remain valid for a minimum of 45 days beyond the period of the contract. The performance security shall be returned to the Agency within 45 days of successful completion of all the contractual obligations under the contract.

3.22.3 In case of non-performance, negligence, and breach of contractual obligation in the part of the Agency, the Performance Security Deposit shall be forfeited by ACCF forthwith besides annulment of the contract and other legal recourses available under the law of the land.

3.23. Duration of the Contract

3.23.1 Contract shall be **valid for 4 (four) years** and can be extended for another year based on mutual agreement.

3.23.2. The contracted service charge shall not be changed throughout the contract period.

SECTION-IV

(Eligibility Criteria)

4. Eligibility Criteria

4.1. Criteria for Eligibility

- 4.1.1 Bidder should be a sole entity registered under relevant law in India. (*Consortium bidders not allowed/Joint Ventures not allowed*).
- 4.1.2 The Bidder should have more than 05 years' experience in Health Sector.
- 4.1.3 Bidder should have a minimum average annual turnover of **Rs.150 /- Crores** (Rupees One hundred Fifty Crores) in last three financial years starting from 2023-24, 2024-25 & 2025-26.
- 4.1.4 Bidder should have a minimum of 20 pharmacy outlets/warehouses presently operational in India and out of these 20 stores, at least two should be in the Hospital as hospital base pharmacy (means: A pharmacy outlet integrated with the hospital operations and pharmacy should have MOU/agreement with hospital). Franchisee outlets in bidder's brand name shall also be considered.

OR

Bidder should have a minimum of 15 pharmacy outlets/warehouses presently operational in India. Bidder need to prove that they can handle the hospital base pharmacy. further bidder need to submit the document for association with other company having experience of hospital base pharmacy.

- 4.1.5 Bidder should not be insolvent, in receivership, bankrupt or being wound up, not having its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be subject of legal proceedings for any of the foregoing reason;
- 4.1.6 Bidder and their directors, partners and officers should not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement/service contract within a period of *four years* preceding to the due date of submission of bid.
- 4.1.7 Bidders should not have been blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India and which is for the time being in force.
- 4.1.8 Consortium or Joint Ventures are not allowed to quote.

4.2. Documents to Substantiate Eligibility

4.2.1 Bidders are required to submit following documents in support of the eligibility as part of technical bid. They shall submit the financial bid separately and that shall be opened only in case of the eligible/qualified bidders.

Sl. No	Eligibility criteria	Documents required
1.	Bidder should be a sole (or single) entity registered under relevant law in India.	Any one of the followings: (a) Self-attested copy of the Certificate of Incorporation (b) Self-attested copy of the Certificate Registration (c) Self-attested copy of the Partnership Deed
2.	05 years of work experience in health sector.	(i) Experience Certificate by Chartered Accountant (based on 5 years of Statement of Accounts & Annual Report)
3.	Average Annual Turnover (<i>In last three financial years</i>)	(i) Turnover Certificate by Chartered Accountant (Annexure -04) (ii) Copies of the Audited Statement of Accounts for last three financial years
4.	Minimum Retail Chemists Outlets of 20 (twenty-five) presently operational in India.	(i) A declaration by the bidder in a non-judicial stamp paper <i>along with</i> details of the outlets presently operational <i>in India</i> including their location, license number/s, licensee, issuing authority and period of validity in <i>the format given under <u>Annexure 5</u></i> along with the MOU/Agreement copy with regard to hospital base pharmacy(financial arrangement could be masked).
5.	Disqualification	(i) Declaration (Annexure-02)

4.2.2 Facility Utilization Charges

L2 Centres(Dibrugarh, Barpeta, Silchar, Diphu): Rs. 35,000/- per month excl. GST.

L3 centres(Darrang, Lakhimpur, Jorhat, Tezpur, Golaghat, Tinsukia, Sivasagar, Kokrajhar) :
Rs. 15,000/- per month excl. GST

- Any new location introduced shall be subject to a facility utilization levy for the first year. Facility utilization charges shall be applicable from the second year onwards.
- Electricity charges to be borne by the service provider at actual.

SECTION-V

(Conditions of the Contract)

5. Conditions of the Contract

5.1. Product Quality and Supervision

- 5.1.1 The Agency shall give medicines/consumables/surgical/Chemicals/Reagents, etc. against valid indent issued by the hospital authority at the agreed cost plus service charge model. Supply/dispensing of materials shall be only against valid prescription or intent issued by either hospital doctors/designated official.
- 5.1.2 The agency shall sale/supply only products from reputed and Licensed manufacturers. Selected bidder will assure that the drugs dispensed are of standard quality as per Drug & Cosmetic act. Any substandard quality medicines will lead to stringent action including blacklisting and legal proceedings.
- 5.1.3 The agency shall issue a computer-generated invoice/challan against each sale or supply which will include:
- (a) Sr. No.
 - (b) Name of the medicine or other Items supplied
 - (c) Batch No
 - (d) Lot No.,
 - (e) Date of manufacturing
 - (f) Date of expiry
 - (g) Discount if any
 - (h) Net amount
- 5.1.4 The Agency (Pharmacy) through their outlet will strive to provide generic drugs. The prescribing doctor will also ensure to prescribe generic drugs. If the doctors prescribe a branded drug of any company due to the requirement of the patient, then a branded drug with same or similar composition can also be provided by the Agency. **The brand and make of medicines and other materials to be supplied shall be decided mutually between the Agency and the Client from time to time.**
- 5.1.5 The Agency shall ensure provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc. and in no case the items as above which are spurious, soiled, damaged, post-dated and expired would be stocked, sold, or supplied by the Agency. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules & laws of the Govt. regarding their sale. There should not be any spurious or misbranded drugs in the pharmacy store.
- 5.1.6 The overall control and supervision of the said space will remain vested on the Agency and the officials of the hospital shall at any time, be entitles to inspect the premises under License with respect to its bona fide use and in connection with the fulfillment of the other terms and conditions of the agreement. Periodical inspection by the Client will also be carried out to verify the stock position of the medicines, cold chain maintenance, bar

coding etc. The agency is required to correct and adopt all the measures immediately, as advised by the Client for smooth running of the outlet.

- 5.1.7 The agency and all its employees will always prove their Identity through I.D. Cards issued by management. A list of all the employees with their full details is required to be submitted to the Hospital Administration.
- 5.1.8 The Agency shall use the premises solely for the purpose for which it has been provided, and for no other purpose and it shall not part with the premises/sub-let the premises to any one directly or indirectly.
- 5.1.9 The Agency shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the Agency or before taking over possession whichever is earlier and shall indemnify the Client against any loss/damage/ additions/ alterations to the premises. The Agency will get the whitewash / paint done in the outlet at his / her own costs from time to time as and when required.
- 5.1.10 The Agency shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The Agency shall not make any addition or alternation in or around the premises without the written consent of the Client.
- 5.1.11 The Service Provider shall deploy one full-time in-house Clinical Pharmacologist to ensure the smooth administration and operation of the pharmacy services.

5.2. Contract Period

- 5.2.1 Contract shall be awarded to the winning bidder initially for a period of 4 (Four) years from the date of signing of the contract.
- 5.2.2 Client may extend the contract on similar terms and conditions for a maximum period of 1 year on mutual agreement on expiry of the original tenure.

5.3. Termination of the Contract

- 5.3.1 The ACCF after giving 30 days clear notice in writing, expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the Agency.
 - (i) If the Agency does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the ACCF may subsequently approve in writing.
 - (ii) If the Agency becomes insolvent or bankrupt.
 - (iii) If, because of force majeure, service provider is unable to perform a material portion of the services for a period of more than 30 days: or

(iv) If, in the judgment of the Client, the Agency is engaged in corrupt or fraudulent practices in implementation of the Scheme.

5.3.2 The Agency shall be liable for penalty, either in case of premature termination as per the clause 5.3.1 or suo-moto abandonment of the contract by the Agency. And in such case the penalty shall be recovered by forfeiture of performance security.

5.3.3 Both to parties to this contract (i.e., The Agency & ACCF) can go for a premature termination by serving six months' notice, in writing, with or without giving any reason of such termination, whatsoever. However, in case of such sue moto termination the performance security shall not be liable for forfeiture.

5.4. **Management of Outlets**

5.4.1 The Agency would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The hospital reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises.

5.4.2 The Agency shall ensure promptness of service at the counter and shall appoint necessary qualified staff (pharmacist) for the purpose and shall also ensure that there is no mismanagement on his part.

5.4.3 The Agency shall ensure full compliance of labour and other relevant laws including minimum wages, ESI, P.F. & Worker Compensation etc.

5.4.4. The timing of the service shall be as below. The presence of Agency's authorized pharmacist shall be ensured during the working hour; otherwise, it would be a violation of the terms and conditions.

Level of Health Facility	Working Hours in a day
L2 Facilities	24 x7 (Round the Clock)
L3 Facilities	Morning 8 to 8 PM *

***Pharmacy need to arrange emergency supplies also and ensure availability of drugs and pharmacist on call.**

5.5. **Modifications**

5.5.1 Modifications in the terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the agreement shall not be modified.

5.6. **Payment Terms**

5.6.1. Agency shall raise bill/claim on monthly basis and the Client shall release the payment maximum within 60 days of receipt of the valid bill/claim statement.

5.6.2. Client shall raise bill/claim (rent & OPD pharmacy revenue share) on monthly basis and the agency shall release the payment maximum within 60 days of receipt of the valid bill/claim statement.

5.6.3. The Client shall not make any advance payment.

5.7. **Quality Testing**

5.7.1 State Drug Control Authority or any other Officials/Agency authorised by Drug Control Authority or by the Client (i.e., ACCF), have every right to visit the outlet setup by the Agency within health facilities and collect random samples for testing and conduct inspection on quality storage as per the provisions of Drugs & Cosmetic Act, 1940 and under other relevant laws in force.

5.7.2 If, as per the test result, the sample is declared to be “Not of Standard Quality” or spurious or adulterated or mis-branded as per Drugs & Cosmetic Act, 1940 such batch/batches will be deemed to be rejected goods and to be removed immediately by the Agency from the outlet.

5.7.3 The Agency shall be penalised for each such findings which fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by the Client through a NABL accredited laboratory drawing random sample. The penalty shall be levied @ 2% of the total payment for that month due to the outlet (where such failure were detected) for each failure. *(for example in a month two such instances of failure found by the authority then 4% of penalty shall be deduction from the monthly payment due to that outlet.)*

5.8. **Force Majeure**

5.8.1 The Agency shall not be allowed to suspend or discontinue the service (supply of medicine, surgical, consumables, chemicals, reagents, etc.) during occurrences of Force Majeure events. A suspension of or failure to provide service on the occurrence of a Force Majeure event will be an Event of Default unless the Force Majeure event is of such nature that it completely prevents the operation for any reason in any area.

5.8.2 The failure of Agency to fulfill any of its obligations under the agreement shall not be a default in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event:

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- b) Has informed the authority including hospital administration as soon as possible about the occurrence of such an event.

5.9. Arbitration

- 5.9.1. Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).
- 5.9.2 Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

5.10. Saving Clauses

- 5.10.1 In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the Tender Inviting Entity shall be applicable.

5.11. Jurisdiction of Court

- 5.11.1. Legal proceedings, if any, shall be subject to courts under Guwahati (Assam) jurisdiction only.

SECTION- VI

(Forms & Formats)

Annexure-1

Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

**The Chief Operating Officer
Assam Cancer Care Foundation**

Tender No. _____

For supply of _____

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto, and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid.
2. We have submitted/paid online EMD of Rs 50,00,000/- and Processing Fee of Rs 5,000/-as mentioned in the RFP.
3. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall always act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
4. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
5. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
7. We agree to accept that the amount of the bill shall be paid by the Client on monthly basis and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.

9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We understand and agree that ACCF reserves the right to cancel the bid process at any moment of time without assigning any reason thereof.
11. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
 - (a) the information furnished by us is complete, accurate, unconditional, and fairly presented.
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of work as per the RFP.
 - (c) we follow all the terms and conditions of the RFP.
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection.
 - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner, or key officials, etc.) now.
 - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
12. We undertake that we will intimate Client of any material change in facts, circumstances, status, or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
13. This Proposal shall be construed, interpreted, and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
14. We have agreed that [_____] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
15. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the RFP.
16. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
17. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.

18. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
19. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
20. We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
21. We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
22. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,
[Signature and Details of the Applicant/Authorised Representative]

Name of the Authorised Signatory:
Designation:
Contact Details: Mobile:.....Email:

Annexure-2

DECLARATION BY THE BIDDER

(To be typed in a non-judicial stamp paper and duly attested by Notary Public)

Affidavit

I, Proprietor/Partner/Director/Authorised Signatory of do hereby certify and confirm that the information given and documents furnished as part of this proposal in response to the RFP (Ref No. xxxxxxxx) is true and correct to the best of my knowledge & belief.

The cost model plus service charge offered by us in the financial bid shall remain valid for a period of 150 days after the date of bid opening. In case we withdraw our bid any time before the last date of bid validity then our EMD shall be liable for forfeiture by the proposal Inviting Entity (i.e., ACCF).

I further confirm that:

- (i) We or any of our director(s)/Partner(s)/Official(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a Consortium as on the_____ (Date of Signing of Bid).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason.
- (iii) We or any of our director(s)/ Partner(s)/Official(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter in to a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Proposal
- (v) we are aware that, our bid would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20.....

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Dated:

Place:

Annexure-3

PRE-QUALIFICATION DOCUMENTS

Sl. No	Eligibility criteria	Documents required
1.	Bidder should be a sole entity registered under relevant law in India.	Any one of the followings: (i) Self-attested copy of the Certificate of Incorporation (ii) Self-attested copy of the Certificate Registration (iii) Self-attested copy of the Partnership Deed
2.	05 years of work experience in health sector.	(i) Experience Certificate by Chartered Accountant (based on 5 years of Statement of Accounts & Annual Report)
3.	Average Annual Turnover (<i>In last three financial years</i>)	(i) Turnover Certificate by Chartered Accountant (Annexure -04) (ii) Copies of the Audited Statement of Accounts for last three financial years
4.	Minimum Retail Chemists Outlets of 20 (Twenty) presently operational in India.	Minimum Retail Chemists Outlets of 20 (Twenty) presently operational in India.(A declaration by the bidder in a non-judicial stamp paper along with details of the outlets presently operational in India including their location, license number/s, licensee, issuing authority and period of validity in the format given under Annexure-5 along with the MOU/Agreement copy with regard to hospital base pharmacy or association document with other firm having hospital based pharmacy (financial arrangement could be masked).
5.	Disqualification	(i) Declaration (Annexure-02)

Annexure-4

TURNOVER CERTIFICATE

On the letter head of Chartered Accountant/Statutory Auditor

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at pertaining to the financial year 2023-24, 2024-25 and 2025-26. Based on our verification of the afore said statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Crores)

Sl. No.	Financial Year	Turnover in (Rs.) (Both in words and figures)
1.	2023-24	
2.	2024-25	
3.	2025-26	
	Average	

Date :

Place:

Signature of Auditor / Chartered Accountant

(Name in Capital Letters)

Firm Registration No.....

UDIN No.....

Seal:

Annexure-5

RETAIL PHARMACY OUTLETS PRESENTLY OPERATIONAL

Format for Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly Notarised)

Affidavit

I/We, (Name, address of the bidder or authorised person) do hereby certify and confirm that:

- We (Bidder) have a minimum of 50 (fifty) retail chemist outlets presently operational in India.
- The details of all retail chemist outlets presently run by us and as furnished along with this bid, in the prescribed format are true and correct.
- We will provide original documents including valid drug licenses, as and when sought by the Client for verification, maximum within 3 (three) days of notice.

We further confirm that we are aware that, our would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

(Seal with designation)

Format: Details of Retail Chemist Outlets/Pharmacy

S. No	Location Details	Drug License No.	Name of the Licensee	Issuing Authority	Period of Validity
1					
25					

Annexure: 6

DETAILS OF EMD & TENDER FEES SUBMITTED

Details of the EMD instrument (BG/DD/FDR)	Validity Period	EMD Amount
No..... Issuing Bank..... Date of issue.....		

Signature of the Bidder/Authorised Representative

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID
(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “SETTTING UP OF IN-HOUSE PHARMACY IN DIFFERENT CANCER CARE HOSPITALS UNDER ACCF IN ASSAM TO ENSURE ON-DEMAND SUPPLY OF MEDICINES, SURGICAL, SUTURES, CONSUMABLES, CHEMICALS AND OTHER MEDICAL SUPPLIES” including signing and submission of all documents and providing information / responses to Assam Cancer Care Foundation (ACCF), Guwahati (i.e., the Tender Inviting Entity), representing us in all matters before ACCF, and generally dealing with ACCF in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

- i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.**
- ii) In case an authorized Director of the Bidder signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.**

Annexure: 8

Profile of the Bidder/Applicant

S. No	Particulars	Details
1	Name & Address of the Bidder:	Name: Address:
2	Constitution of the Bidder	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:
3	Year of Establishment:	Date of Incorporation/Registration: (as per the incorporation document)
4	Details of Income Tax, GST, PF and ESI Registration	PAN: GST Registration Number: PF Registration Number:
5	Details of the Contract Person:	Name: Designation: Email: Mobile:
10	The Accreditations, Awards and Achievements of the Bidder.	Awards: Certificates: Other Credentials:

Signature of the Bidder/Authorised Signatory

Date:

Place:

Annexure: 9

BANK GUARANTEE FORMAT FOR EMD/BID SECURITY

**To
The Director
Assam Cancer Care Foundation
Guwahati, Assam**

Whereas..... [name of bidder] (hereinafter called “the bidder”) has submitted his tender dated (date) for the supply of.....(hereinafter called “the bid”).

KNOW ALL MEN by These Presents that we of having registered office at(hereinafter called “the bank”) are bound up to ACCF, Guwahati (hereinafter call “the purchaser”) in the sum of..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said bank this day of, 2019.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuses to execute the contract form, if required or;
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.
3. We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it
4. This guarantee will remain in force up to and including 30 (Thirty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the

bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the Bank Official

Seal

Date.....

Place.....

Witness.....

(Signature, name and address)

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

**The Director
Assam Cancer Care Foundation
Guwahati, Assam**

WHEREAS registered under the Indian Companies Act, 1956 and having its registered office at (hereinafter called "**the Agency**") has undertaken, in pursuance of the Letter of Award No._____dated_____ to e[*name and brief description of the project*] (**hereinafter called "the Contract"**).

AND WHEREAS it has been stipulated by the Client i.e. Assam Cancer Care Foundation, Guwahati in the RFP that the Contractor shall furnish a Bank Guarantee from a recognized bank for the sum specified therein as security for successful performance of its obligation under the contract.

AND WHEREAS We the Bank (name of the Bank) have agreed to give M/s..... such a Bank Guarantee.

NOW THEREFORE we (name of the Bank) hereby affirm that we are the Guarantor and responsible to ACCF , on behalf of the Agency, up to a total of [amount of guarantee]-----
-----[In words], and we undertake to pay you, upon your first written demand, accompanied by certificate that despite reasonable notice and grant of time the contractor has committed default/breach of its obligations under the agreement or failure to perform said agreement and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] .

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

Our liability under this guarantee shall not exceed of Rs -----

This guarantee shall be valid up to -----

Signature and seal of the guarantor_____

Name of Bank_____

Address_____

Date_____

DRAFT CONTRACT FORMAT

(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)

This agreement made theday of..... 2021 between ACCF, Guwahati (hereinafter “the Contracting Entity”) of the one part and (name of Agency) of (address, city and country of supplier) (hereinafter “the Agency”) of the other part.

Whereas the Contracting Entity has issued RFP (Ref No.....) inviting proposal from eligible parties interested in providing in-house pharmacy service in its network of cancer care hospitals in Assam . In response to the RFP the Agency had submitted both technical and financial bid. The Agency was evaluated by the Contracting Entity as most preferred bidder based on the bid submitted by it. Hence the Contracting Entity awarded the contract to the Agency and the Agency agreed to provide the service as per the agreed terms and conditions.

Whereas the Contracting Entity agrees to pay to the Agency at the **agreed price** for the goods (i.e., medicines, surgical, consumables, chemicals, reagents, and other medical supplies) supplied to its hospitals through the in-house pharmacies setup and run by the Agency, as per the RFP terms. Whereas the agreed price shall be calculated on cost plus service charges as offered by the Agency in the financial proposal and accepted by the Contracting Entity.

Whereas the cost plus service charge

offered by the Agency and accepted by the Contracting Entity for different categories of items are as below:

S. No	Categories of Items	Cost plus Service charges and taxes
1	Medicines	
2	Surgical, Sutures, Consumables	
3	Chemicals, Regents, and other supplies	
4	Revenue sharing	

And whereas the Agency has deposited a sum of Rs/- (Rupees), in the form of Bank Guarantee, issued form having branch at Guwahati, before signing of this agreement as performance security deposit.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Letter of Award (LoA) as issued by the Client (i.e., Assam Cancer Care Foundation)
 - b) The bid (Technical & Financial Proposal) submitted by the Agency in response to the RFP
 - c) Conditions of the Contract given under RFP
 - d) The RFP document including the amendments, corrigendum or clarifications issued by ACCF.
 - e) Any other documents or written communication having relevance to this agreement.
3. In consideration of the payments to be made by the Contracting Entity to the Agency for provisioning of the required items at contracted rate, the Agency hereby covenant with the Contracting Entity to provide those items in conformity with the provisions of the Contract.
4. The Contracting Entity hereby covenants to pay the Agency in consideration of the provisioning/supply of the items , 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.

Brief particulars of the services which shall be provided by the Agency are as under.

5. Effectiveness and Duration of Contract:

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 48 (Forty-eight) months from the date of signing of the contract. The contract can be extended for another year on the same terms and conditions, subject to mutual understanding between both the parties

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws in force, the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.

Annexure-12

LIST OF ITEMS UNDER DIFFERENT CATEGOR TO BE SUPPLIED:

1. Medicines

S. No	Name/Composition of the Medicine	Unit	Remarks
	Pls refer Assam Essential Drug List (EDL) and also EDL published by Govt of India		

2. Surgical, Sutures, Consumables

S. No	Name of the Surgical/Sutures/ Consumables	Unit	Remarks
	General and surgical items as & when required.		

3. Chemicals, Reagents & Other Medical Supplies

S. No	Name of the Chemicals/Reagents/ Other Medical Supplies	Unit	Remarks
1	Chemicals & reagents which are used in a hospital set-up.	Nos	
2		Nos	
3		Nos	

Annexure-13

TECHNICAL EVALUATION CRITERIA AND SCORECARD

Refer below table along with data proof need to be mandatorily submitted along with this annexure

S.No.	Evaluation Criteria	Basis of Scoring / Requirement	Maximum Marks	Documents to be Submitted
A	Average Annual Turnover (last 3 Financial Years)	atleast Rs. 150 Cr: 5 Marks 151 - 200 Cr: 10 Marks 201 - 250 Cr: 15 Marks >251 Cr: 20 Marks	20	- CA-certified Turnover Certificate with UDIN. - Audited Financial Statements (Balance Sheet & Profit and Loss Account) with UDIN. - Confirmation that audited statements are available in the public domain.
B	Count of Hospital Pharmacies: Number of Contracted Hospitals			
B(i)	Anywhere in India	5 - 8 Hospitals: 6 Marks 9- 10 Hospitals: 10 Marks 10 - 15 Hospitals: 15 Marks More than 15 Hospitals: 20 Marks	20	Work Order / Contract / Agreement / Letter of Award for each contracted hospital claimed (India-wide), stating scope, tenure, and go-live date.
B(ii)	Within Assam State	3 - 5 Hospitals: 2 Marks 6 - 10 Hospitals: 3 Marks More than 10 Hospitals: 5 Marks	5	Work Order / Contract / Agreement / Letter of Award specifically for hospital(s) located within Assam.
F	Supply Chain			
F(i)	Supply Chain Robustness	Existing warehouse and distribution network operational with demonstrated ongoing logistics coverage. Given the region's terrain and connectivity constraints, continuity of supply to these areas requires an established, pre-existing local network rather than one built after contract award.	10	- Valid Drug Licence for warehouse - Photographs of such warehouse. - Logistics logs for the past 6 months.
F(ii)	Cold Chain Robustness	1. Owned / leased / contracted temperature-controlled (cold-chain) fleet and equipment, for a minimum of 12 months. 2. Central cold-chain tracking and monitoring of Visicoolers	10	- Ownership / lease / contract agreements for cold-chain vehicles and equipment. - Purchase invoice / AMC contract for Visicoolers and Walk-in Coolers. - System-generated temperature-monitoring logs (minimum 6 months) from the central tracking platform.

S.No.	Evaluation Criteria	Basis of Scoring / Requirement	Maximum Marks	Documents to be Submitted
		and Walk-in Coolers, with a minimum of 6 months of logs. 3. Capability for QR-code scannable tracking mechanism on medicines.		• Screenshot / sample report of QR-code scan tracking on medicine packs.
F(iii)	IT Capability	1. Software owned / licensed for Physical Retail and Warehouse Management, with API integration feasibility, available prior to the date of bid publication. - 10 2. Incident and Quality Management Tool. - 2 3. Record maintenance and MIS / audit-readiness (ADR, NPPA, NABH). - 5 4. Bidder should have online technology platform cum online pharmacy platform and mobile app system at least 3 years old for centralized order delivery and tracking- 3	20	• Software ownership / licence certificate showing issue date (pre-dating bid publication). • API-integration capability notes at existing locations. • Software ownership / licence certificate of Incident and Quality Management tool. • Sample MIS / audit report referencing ADR, NPPA, and NABH tracking.
F(iv)	Patient Convenience	The bidder must have a customer care system for orders and complaint handling, either by chatbot, inbound calling, or outbound-calling system.	5	• Manual of chatbot interface. • Registration proof of inbound / outbound call centre or service (e.g., customer care number registration). • Sample logs of inbound and outbound calls.
G	Operational Capability	Team structure / organogram covering the following functions: Central Team, BI Team, Admin Team, HR Team, Quality Team and Compliance (including Clinical Pharmacologist), Procurement and Planning Team, On-site Team, and Pharmacists. The bidder must show at least one named role under each function listed above; absence of any function shall cap this parameter at 0 marks.	10	• Consolidated organogram showing headcount for each function (Central, BI, Admin, Quality/Clinical Pharmacologist, Procurement & Planning, On-site, Pharmacists), with names and designations. • Appointment letter / payroll proof (Form 16 or UAN) for each named person under every function. • Role-wise job description or RACI note confirming departmental coverage and reporting lines.

S.No.	Evaluation Criteria	Basis of Scoring / Requirement	Maximum Marks	Documents to be Submitted
		Scoring is by total headcount across all functions combined: Up to 9 Persons: 1 Mark 10 - 18 Persons: 3 Marks 19 - 27 Persons: 5 Marks More than 27 Persons: 10 Marks		Qualification / registration proof for the Clinical Pharmacologist, and registration proof for pharmacists.
H				
	Total		100	

**** It is desirable for the bidder to have an established operational footprint in Assam****

Minimum 60 marks required to qualify in above marking. Financial bid shall only be considered if bidder achieves 60 marks from above criteria.

Selection method under this tender will be QCBS(Quality cum cost base selection method). 50% weightage shall be given for technical criteria and 50% weightage shall be given to financial bid.

Financial evaluation shall be carried out as under:

Maximum score being provided to the bidder offering lowest service charge (LS1).

Commercial score= $(100 \times \text{LS1}) / \text{L1 Bidders offer}$.

The contract shall be awarded to the vendor with highest combined score calculated using formula as under:

Combined Score = (Technical score assigned to the bidder x 50%) + (Commercial Score of bidder as per above formula x 50%).

Table 1 Compliance sheet

Sl No.	Criteria	Bidder details	Complied / Deviation if any
1.	Bidder should be a sole entity registered under relevant law in India. (Consortium bidders not allowed/Joint Ventures).		
2.	The Bidder should have more than 05 years' experience in Health Sector.		
3.	Bidder should have a minimum average annual turnover of Rs.150/- Crores (Rupees one hundred fifty Crores) in last three financial years starting from 2023-24,2024-25 & 2025-2026.		
4.	Bidder should have a minimum of 20 pharmacy outlets/warehouses presently operational in India and out of these 20 stores at least two should be in the Hospital as hospital base pharmacy (means: A pharmacy outlet integrated with the hospital operations and pharmacy should have MOU/agreement with hospital). Franchisee outlets in bidder's brand name shall also be considered. Or Bidder should have a minimum of 20 pharmacy outlets/warehouses presently operational in India. Bidder need to prove that they can handle the hospital base pharmacy. Further bidder need to submit the document for association with other company having experience of hospital base pharmacy.		
5.	Bidder should not be insolvent, in receivership, bankrupt or being wound up, not having its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be subject of legal proceedings for any of the foregoing reason;		
6.	Bidder and their directors, partners and officers should not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement/service contract within a period of four years preceding to the due date of submission of bid.		
7.	Bidders should not have been blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India and which is for the time being in force.		