



**DR VITHALRAO VIKHE PATIL FOUNDATION'S  
MEDICAL COLLEGE AND HOSPITAL  
TERMS AND CONDITONS**

**FOR EMPANELMENT OF MANUFACTURES / SUPPLIERS / STOCKISTS / WHOLESALERS / CHEMISTS FOR SUPPLY OF DRUGS & MEDICINES TO THE MEDICAL STORE(s) OF DR VITHALRAO VIKHE PATIL FOUNDATION'S MEDICAL COLLEGE AND HOSPITAL situated at Medical College and Hospital Campus, Viladghat, Ahilyanagar, MS 414111.**

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Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital's Medical Store at Viladghat, Ahilyanagar, intends to prepare a panel of Manufacturers / suppliers / stockists / chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital's Medical Store.

Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital invites online applications @ <http://www.vims.edu.in/medicalstoreempanelment> from such chemists who are interested in inclusion in the panel. Chemists who fulfils the eligibility criteria and agree to the terms and conditions mentioned in this document should apply in the online prescribed format. Duly completed applications along with the necessary enclosures be uploaded. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

**I. Eligibility:**

- (a) The chemist must hold valid licenses as on the date of application in specified forms for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the manufacture / trade of dealing with / selling of medicines. The empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- (b) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.

- (c) The chemist should have an annual minimum turnover of **Rs.50 lakhs** for the last one year at least.
- (d) The chemist should agree to supply **all the medicines** and consumables that Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store indents irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- (e) The chemist should not have been debarred / black-listed by any Govt / Semi-Govt / Public Sector organization.
- (f) The shop / establishment of the chemist should be situated in India.
- (g) GST certificate should be available with the chemist.
- h) The chemist should have a computerized billing system.

## **II. Terms and Conditions:**

### **1. Scope of work:**

Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store will issue a '**Request for Quotation'/ Enquiry (RFQ)** for supply of medicines from the empanelled chemists once every year on the basis of an indicative list specifying broad requirements expected during the year. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store will enter into an annual purchase contract with one or more chemists who offer the highest uniform discount. The chemists will supply the medicines/ drugs at the agreed discount in the stipulated time and at the specified place on the basis of the Indents issued from time to time by the office of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital's Medical Store to which the chemist is attached during the year. It may be noted that Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store also reserves the right to split / divide its purchases among two or more chemists. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store also reserves the right to accept or reject any or all of the offers that it may receive without giving any reasons.

### **2. Pricing:**

In response to Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store's RFQ, the chemist should quote uniform discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place

specified by Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store. **Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store will only pay the labelled MRP minus discount allowed thereon. The quoted offer shall remain valid for the entire duration of the contract.**

### **3. Performance security guarantee:**

On entering into an annual purchase contract with Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store, as specified above, the chemist will have to furnish a Performance Guarantee for an amount of Rs.5 lakhs, either in the form of Bank Guarantee valid for 18 months issued by the Scheduled Bank or through Demand Draft payable to "Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital, Ahilyanagar". No claim shall be made against Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital in respect of interest if any due on the Performance Security.

The Performance Guarantee of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store should remain valid up to six months beyond the validity of the contract.

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found not conforming to the quality. The Performance Security is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitute medicines.
- iii) Delays in supplies.
- iv) Over charges

### **4. Period of Contract:**

- a) The period of the empanelment contract shall be for a period of one year subject to satisfactory performance.
- b) In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

### **5. Documents establishing eligibility:**

The following documents should be submitted along with the application.

- a) Self-attested copies of valid license held by the chemist as on the date of application.

- b) Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the affect is acceptable in lieu thereof.
- c) Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- d) Copy of GST registration certificate.
- e) Turn over details for last three years duly certified by Chartered Accountant.
- f) A copy of PAN allotted to the chemist.

#### **6. Procedure for application:**

The chemist will be responsible to ensure that his application is properly filled with requisite documents uploaded on or before the due date and time @ <http://www.vims.edu.in/medicalstoreempanelment>. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital shall not be responsible for non-receipt of applications within the specified date and time due to any reasons including connectivity/ technical issues. **All costs in connection with preparation of the RFE document shall be borne by the applicant.**

#### **7. Right to accept / reject any or all applications:**

Applications received after the due date and time or incomplete in any respect are liable to be rejected. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital reserves the right to scrap the panel at any time, without assigning any reasons thereof. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital decision in this regard shall be binding and final. Dr Vithalrao Vikhe Patil Foundations Medical College and Hospital has the right to modify / alter any requirements in this document at his discretion in the interest of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store as deemed appropriate and shall be final.

#### **8. Indent for and delivery of supplies:**

- a) On receipt of indent for supply from Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store, the delivery of supplies in part / full shall be made at the premises of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store to which the indent pertains, during the working hours of the Medical Store as soon as possible but not later than **5-7 working days**.
- b) In case of indent for specific brand of medicines, the brand shall not be substituted. In other cases medicines confirming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.

- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.
- e) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicines / drugs without giving 30 days' notice.

#### **10. Presentation of bills:**

- a) The chemist shall present the bill to respective office for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc. and any other information required by Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store.
- b) The bill shall be supported by the original indent along with the certificate from the authorised official of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store. Incharge of the Medical Store under his/her signature, with date, seal of the office will be responsible for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

#### **11. Payment:**

Payment of the bills presented will normally be arranged within 30 working days from the date of presentation of the bill. However, the chemist shall make no claim from Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store in respect of interest or damages in case the payment is delayed for any reasons. The chemist should give requisite details such as address, account No. etc. to Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store.

#### **12. Corrupt, fraudulent or unethical practices**

Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store. requires that the chemist observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/drugs to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of Dr Vithalrao Vikhe Patil

Foundation's Medical College and Hospital Medical Store in the empanelment process or in contract execution.

- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store.
- c) Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store. Will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) The Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
  - (i) supply of sub-standard/ spurious/ substitute medicines,
  - (ii) delay in supply/ refusal to supply/ non-supply of medicines,
  - (iii) over charging in the bill,
  - (iv) in case it is found that any particular medicine's date is expired or is nearing the date of expiry,
  - (v) if the chemist fails to perform any other obligation(s) under the contract
  - (vi) In the judgement of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospitals Medical Store, replace the medicines in question. Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

### **13. Applicability of best prices:**

If the chemist with whom Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store has entered into an annual purchase contract offers a higher discount or sells or even offers to sell medicines following conditions of sale similar to those of Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store's contract, to any person or organization during the currency of the rate contract, the discount rate applicable to Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store will be automatically increased with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given opportunity to reduce

their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover on the specified date and time and further action taken as per standard practice.

**14. Indemnity:**

The chemist shall indemnify Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store against all actions, suits, claims and demands brought or made against Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store in respect of anything done or committed to be done by the chemist in execution of or in connection with the work of this contract and against any loss or damage to Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital Medical Store in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.

**15. Arbitration:**

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration by the Director, Dr Vithalrao Vikhe Patil Foundation's Medical College and Hospital, Ahilyanagar who shall give written award of his decision to the Bidder.

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