



**AGREEMENT FOR DRUG SUPPLY.**

This Agreement is made on \_\_\_\_\_ between **Calcutta Rescue** having its Pharmacy at 4A, Nitya Gopal Chatterjee Lane Kolkata-700 037 India.

Hereinafter referred to as the **PURCHASER**

And

M/S. -----

Address:-----

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Tel.Nos:-----

Represented by.

Mr/Mrs.-----

Designation-----

Hereinafter referred to as the **VENDOR.**

1. This agreement will be effective until \_\_\_\_\_ .
2. The Purchaser will purchase medicines for its health programmes depending on the requirements and consumption pattern and taking into consideration its storage capacity; from the Vendor who was selected on the basis of quotation submitted by the Vendor upon tendering vide advertisement and as evaluated and approved by the Tender Inviting Authority of the Purchaser.
3. The volume and frequency of the purchase is the sole discretion of the Purchaser's Central Pharmacy.
4. All orders will be placed by email or telephone and confirmed by a written Purchase Order of the Purchaser. Once the Vendor receives an order by email from the Central Pharmacy, the Vendor will as soon as possible (but within seven days) deliver the ordered

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85 Collin Street, 4th Floor, Kolkata 700016, India  
Tel: + 91 33 2249 1520 – Fax: + 91 33 2217 5675  
[info@calcuttarescue.org](mailto:info@calcuttarescue.org) – [www.calcuttarescue.org](http://www.calcuttarescue.org)

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goods together with the corresponding invoice and will collect a hard copy of the order sheet sent by email before.

If the Vendor has no functioning email address the Pharmacy will either place the order by phone or the Vendor's authorized representative will visit the Central Pharmacy once in a fortnight on the scheduled day and time upon prior appointment with the Pharmacy staff. The Vendor will then collect the Order in the prescribed format after due completion of all formalities and deliver the ordered goods as soon as possible but within seven days.

5. The Vendor's authorized representative will deliver the medicines ordered for within seven days after receiving the order by mail or hard copy (in case of emergency within the day after the order) without charging any extra costs; the Vendor will deliver the ordered medicines to the Central Pharmacy presently located at 4A, Nittya Gopal Chaterjee Lane, Kolkata-700037 or any other location within Kolkata as directed by the Purchaser on the scheduled day and time upon prior appointment with the Pharmacy staff and submit the required documents for verification and further formalities. Failure to supply the ordered goods within seven days will be treated as cancelled if the Pharmacy staff did not agree otherwise for appointed items on particular cases beforehand.

6. Copies of the challan certified by the Pharmacy staff along with the invoices cross checked with the rates agreed at, will be sent by the Central Pharmacy or, if agreed on, will be sent by the Vendor at earliest to the Accounts Depts. of the Purchaser. The bill will be processed for payment within 30 days from date of delivery by account payee cheque or electronic transfer to the Vendor's bank account. No change in unit prices can be made by Vendor during the tender period without prior agreement with the Tender Inviting Authority.

7. In case, the vendor fails to supply the agreed medicine at the prescribed quality and within the specified time without any valid reason after accepting the order, such inefficiency in supplies will be the basis of evaluation of the vendor for continuation of accepting supplies in the future or empanelment in new tenders.

8. Quality of products:

8.1. The Vendor will furnish reports of Quality checks and any other relevant reports as may be requested for or required for information of the health professionals of Calcutta Rescue, of the drugs supplied by them.

8.2. All items should be based on BP, USP, EP, JP standards unless otherwise stated. If not, the specification must be submitted.

8.3. Shelf-life of each item quoted for should be at least one and half years (18 months), delivered items with shorter shelf-life will not be accepted, unless in certain cases the Pharmacy staff decides otherwise depending upon product consumption and average use by the Purchaser's health facilities. The decision is at the discretion of the Pharmacy staff.

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8.4. Packaging material must be suitable for the purpose and have no detrimental effects on the pharmaceutical product. Primary packaging must provide adequate protection against external influence and potential contamination.

8.5. Light sensitive pharmaceuticals must be packed in containers that allow maximum protection against light.

8.6. Heat sensitive products requiring cool storage under transport should be carried at all times in insulated containers according to the manufacturers recommended storage conditions.

8.7. Different batches of the same product are not to be mixed. Every different batch number of one delivered item must be listed in the invoice.

9. For MDR Tuberculosis drugs, priority will be given to the Manufacturer who is WHO approved.

10. The rate of supply of different medicines as mentioned in the tender bid is subject to review by either party not before six months from this agreement date and thereby the Vendor cannot increase the cost of any medicine within that time. If any medicine which was agreed on in the contract is not available, the vendor is obliged to supply a product of the same quality at the same agreed rate.

11. The Vendor will take back medicines supplied by them which are non-confirming as a result of negligence, willful misconduct or breach of this agreement, and take necessary action for replacement or refund of the purchase price paid immediately or as soon as possible but not later than two months. The decision of the Tender Inviting Authority, or any officer authorized by him, as to the quality of the supplied drugs, medicines etc., shall be final.

12. In the event of a drug product recall due to change in government regulations or by the manufacturer, the Vendor will be responsible for conducting the recall and for costs associated with such recall.

13. Returning of unused medicine must be accepted by the Vendor every time until three months before expiry date of the supplied items. The Vendor will take back unused medicines supplied by them – both, medicine ordered according to the contract and any special orders.

14. The Purchaser reserves the right to terminate the agreement partly or in full at any time citing reason, which it's Management /Governing Committee deems reasonable.

15. The Vendor should submit self attested copies of their Trade License, Drug License, PANCARD, GST Registration Certificate, last three months' GST returns and details of its Bank account to facilitate electronic transfer of payments.

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16. The Tender Inviting Authority may conduct an inspection of selected suppliers' office and store. The suppliers shall make all relevant records available to the inspection team and shall render all possible assistance as required by them.

17. It is contemplated that in the course of performance of this Agreement, each party may from time to time disclose confidential information to the other party and each party will take all reasonable steps to prevent disclosure of confidential information to third parties.

**Note:**

- 1) Suppliers, who want to supply medicine Tacrolimus, will be performing blood level test of patient (as per medicine protocol).
- 2) Suppliers, who want to supply all types of inhaler, will be arranging PFT (Pulmonary Function test) for patients from their side.

For any queries please visit our Administrative Office on Wednesday or Friday between 2 P.M to 5 P.M

Signatures:

**For Calcutta Rescue (Kolkata):**

**For** \_\_\_\_\_

Designation- \_\_\_\_\_

Mr. \_\_\_\_\_

Witness

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