

असम ASSAM

DEED OF AGREEMENT

B 837269

This Agreement made at Guwahati between Indian Institute of Technology Guwahati here-in-after referred to as the "IITG" the **FIRST PARTY**;

AND

M/s Rounak Medicos, a Pharmacy Registered under Dahali-Dakhala Gram Panchayat and Pharmacy license No.KMP/15060 and KMP/15061 dated 25/05/2016, having its office at Vill:Bijoynagar,P.O: Bijoynagar, Opp. Samabai Building, Dist.Kamrup,Pin-781122,Assam here-in-after referred to as "Service Provider" the **SECOND PARTY**.

WHEREAS the **SECOND PARTY** i.e. M/s Rounak Medicos had filled the tender document NIT No. IITG/MED/OUTSOURCE/NIT/2/2016 DTD. 03.05.16 for providing round the clock Pharmacy Service in the IITG Hospital, Guwahati (Assam) and the same was accepted by the **FIRST PARTY** and the contract has been awarded to M/s Rounak Medicos vide the work order no.IITG/Med/Outsource/NIT/2/2016/758(I)dated 01.08.2016

AND

WHEREAS in order to avoid all further misunderstanding and controversies, it has been deemed expedient by both the parties to put in writing the terms of this agreement.

Now therefore, this Deed of Agreement witnessed as follows:

1. That the contract period is for a period of 02 (two) years with effect from 1<sup>st</sup> August, 2016. After the expiry of the contract period, the contract may be renewed for further

Rounak Medicos  
O. Lal Jain

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गुवाहाटी-781039

periods upto maximum of five years on same terms and conditions.

2. That the First Party (IITG) has the absolute right to terminate the contract at any time by giving one month's notice in writing without assigning any reason whatsoever and First Party shall not be responsible for any loss, damage etc. suffered by the Second Party (Contractor) as a result of such termination of contract

That in the event of the Second Party desire an earlier termination of contract, they shall have to give 3 (three) months advance notice to the First Party (IITG). **If the Second Party withdraw the contract without giving 3(three) months advance notice, they will forfeit the full amount of the security deposit or as per direction of the Institute Authority.**

3. That the Second Party has given a Performance Bank Guarantee (PBG) of Rs.5, 000, 00.00 (Rupees five lakhs only) from State Bank of India, Khanapara Branch-9945, Guwahati-22 to the First Party (IITG) valid for 26 months. The PBG term should be extended in case the contract period is extended and should be valid for 60 days after the expiry of extended period also. The said PBG shall be forfeited in case of unsatisfactory performance such as

- a. If 20 nos. of complaints received against pharmacy from the staff/faculty and their dependents.
- b. If Second party is not going to provide the extended PBG during extended service period.
- c. If Second party does not comply with payment terms as described in Clause No.6.
- d. Any discrepancies/deviations apart from above from the working instructions as specified in the tender document NIT No. IITG/MED/OUTSOURCE/NIT/2/2016 DTD. 03.05.2016 will empower CMO & HoS to hold back the PBG.

However, the same PBG will be returned after the expiry of the contract agreement in case there is no penalty/ unsatisfactory performance.

4. That the Second Party shall provide round the clock **Pharmacy Service** including computerized generation of vouchers with the following service at the hospital of the First Party at IIT Guwahati, Guwahati.

- (i) Managing of the pharmacy round the clock.
- (ii) During the day at least one person with a B. Pharm or D. Pharm in pharmacy must be present.

5. That the Second Party shall provide the prescribed medicines from the pharmacy counter to the bonafide patients on behalf of IITG Hospital. If the prescribed medicines are not available in the pharmacy, the Second Party shall arrange the same as early as possible or by next day. The list of normally prescribed medicines and the brand names shall be provided by the Chief Medical Officer (CMO), IITG Hospital from time to time.

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Rahul Jain  
Proprietor

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6. Medicine consumed by the bonafide IITG patient will be reimbursed by the institute at 10.24% discount on MRP (inclusive of all taxes) periodically after submission of bills to the CMO from your end.
- Bills shall be submitted in duplicate on monthly basis.
  - Bill should be accompanied by attendance sheet showing attendance of the persons employed in pharmacy and countersigned by the HoS, Medical Section, IIT Guwahati
  - Income Tax at the prevailing rate on gross amount of the bill shall be deducted as per rule.
  - VAT/any statutory tax, if applicable, shall be deducted as per rule.
  - Service Tax, if applicable, shall be paid at the rate in force as per rule.
  - Bank transfer statement as proof of salary/ wage payment to the staff members are to be furnished along with the monthly bill. Salary statement showing class (unskilled, skilled and highly skilled) of an employee and breakup of salary paid should accompany the bill.
  - Computerized Challan of EPF and ESI deposits as per law, as applicable, are to be furnished along with the monthly bill.
  - The bill must be accompanied by a Check List (as per format provided by the Competent Authority), duly signed by the representative of the Second Party. The bill shall be paid only after satisfaction of the authority in respect to the services rendered by the Second Party as indicated in the Check list.
  - The second party must abide by all the internal circulars of issued by **First Party**.
7. That the supply of medicines at Pharmacy will be as per the requirement of the **First Party**. The doctor will prescribe on prescription in duplicate to the **Second Party** and the **Second Party** will provide the prescribed medicines to the bonafide patient of the Institute at printed MRP with 10.24% discount. The MRP (rate) is inclusive of all taxes. The **Second Party** shall be responsible for payment of any other taxes and of handling formalities required by Government rules and regulations.
8. That the **First Party** will provide rent free space or room, basic office furniture and equipment such as refrigerator, one personal computer and printer. However, Maintenance of office equipment's and day to day consumables such as pen, paper, printer cartridge etc. are to be procured by the **Second Party**. The **Second Party** will be responsible for providing software and making of computer-generated bills for medicines and inventory. For this no extra charge shall be paid by the **First Party**.
9. The **Second Party** will have to arrange the required Pharmacy License (registration

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under the Govt. of Assam) for selling medicine from the IITG Hospital Pharmacy.

10. General sell of medicine is not allowed however under special circumstances schedule medicine may be sold to campus dwellers.
11. During the period of the contract, both the parties would adhere to the specified work instructions as per the original tender document NIT No. IITG/MED/OUTSOURCE/NIT/2/2016 DTD. 03.05.2016
12. In addition, the work process for procurement of consumables and medicines would be followed as per the terms & conditions given in tender document.
13. The Second Party shall not keep any expired medicines in the IITG Hospital Pharmacy. The Second Party shall replace all the medicines 3(three) months prior to the date of expiry.
14. Any notice required to be served by both the parties shall be served at their registered office or offices in Guwahati.
15. It is mutually decided and agreed upon by the parties herein that in the event of any dispute that may arise between the parties hereto, Guwahati Court will have exclusive jurisdiction to settle the said dispute, provided arbitration by a mutually agreed arbitrator fails.
16. The Second Party will be responsible and liable for the implementation of all the statutory provisions as regards personnel to be deployed in respect of Minimum Wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws during the period of the contract.
17. The Second party shall not assign or sublet the contract or any part thereof in favor of any other person/firm, without written consent of the First party.
18. No leave of any kind which may cause gap in duty shall be sanctioned to the staff members by the Second Party. Performance of duty by the staff without any gap must be ensured by the Second Party. The Second Party must make substitute arrangements in case of the absence of any staff.
19. Manpower deployed by the Second party should be kept steady at all time. Change, if any, in this regard must be made with prior permission of the CMO, IITG. All the credentials of its staff members as claimed by the Second party must be corroborated by genuine certificates and copies of the same must be submitted. The Second party shall furnish a complete list of staff for deployment in IIT Guwahati along with complete addresses and other antecedents. The staff should not have any criminal or police cases and the Second party has to verify the same in writing. The Second party shall deploy only those whose antecedents have been verified by the police authorities. Failing to comply with above will lead to forfeits the PBG.
20. That unless otherwise mentioned in this Agreement, all other conditions and rates as per the tender document NIT No IITG/MED/OUTSOURCE/NIT/2/2016 DTD.

D. J. Sain  
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Proprietor

  
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03.05.2016 would be followed during the entire period of the contract.

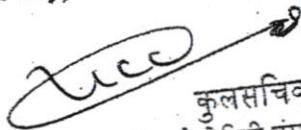
IN WITNESS WHEREOF the parties hereto unto set and subscribe their respective hands and seal FIRST day of the month of June of the year two thousand and sixteen at Guwahati.

SIGNED, SEALED AND DELIVERED

(First Party)

For IIT - Guwahati

(First Party)



Signature : कुलसचिव  
भारतीय प्रौद्योगिकी संस्थान गुवाहाटी  
गुवाहाटी-781039

Name Registrar  
IIT Guwahati  
Guwahati-781039

Designation

IN PRESENCE OF:

Name Dr. Anuj Kr. Baruah

Designation CMO & MS (Medical)

SIGNED, SEALED AND DELIVERED

M/S ROUNAK MEDICOS

(Second Party)

Rounak Medicos  
Rahul Jain  
Proprietor

Signature : \_\_\_\_\_

Name

Designation

IN PRESENCE OF:

Name Rhanuda Kalita

Designation Pharmacist