


Government eProcurement System		eProcurement System Government of India			
Tender Details		Date : 17-Feb-2024 02:39 PM			
 Print					
<b>Basic Details</b>					
<b>Organisation Chain</b>	All India Institute of Medical Sciences-Mangalagiri-Andhra Pradesh  Procurement Cell - AIIMS Mangalagiri				
<b>Tender Reference Number</b>	AIIMS-MG/BID/PMJAK				
<b>Tender ID</b>	2024_AIMSM_796124_1	<b>Withdrawal Allowed</b>	Yes		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Sale		
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2		
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No		
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No		
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No		
<b>Cover Details, No. Of Covers - 2</b>					
Cover No	Cover	Document Type	Description		
1	Fee/PreQual/Technical	.pdf	Technical Tender Documents		
2	Finance	.xls	Financial Documents		
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>				<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	0.00		<b>EMD Amount in ₹</b>	0.00	<b>EMD through BG/ST or EMD Exemption Allowed</b>
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil		No
<b>Tender Fee Exemption Allowed</b>	No		<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>
			<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>
					NA
					Nil
<a href="#">Click to view modification history</a>					
<b>Work /Item(s)</b>					
<b>Title</b>	Tender for Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK) in AIIMS Mangalagiri				
<b>Work Description</b>	Tender for Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK) in AIIMS Mangalagiri				
<b>Pre Qualification Details</b>	As per tender documents				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Medicines	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	180
<b>Location</b>	AIIMS Mangalagiri	<b>Pincode</b>	522503	<b>Pre Bid Meeting Place</b>	Procurement cell, AIIMS Mangalagiri

<b>Pre Bid Meeting Address</b>	Admin and Library building, AIIMS Mangalagiri	<b>Pre Bid Meeting Date</b>	23-Feb-2024 03:00 PM	<b>Bid Opening Place</b>	Procurement cell
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	17-Feb-2024 03:00 PM	<b>Bid Opening Date</b>	04-Mar-2024 03:00 PM
<b>Document Download / Sale Start Date</b>	17-Feb-2024 03:00 PM	<b>Document Download / Sale End Date</b>	02-Mar-2024 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	17-Feb-2024 03:00 PM	<b>Bid Submission End Date</b>	02-Mar-2024 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	359.85

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Document.pdf	Technical Tender Documents	969.74
	2	BOQ	BOQ_836855.xls	BOQ	282.50

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	joy.g@aiimsmangalagiri.edu.in	Joy Ghoshal	JOY AJOYKUMAR GHOSHAL
2.	drsunit.anesth@aiimsmangalagiri.edu.in	Sunit Kumar Gupta	SUNIT KUMAR GUPTA
3.	drbedanta.fmt@aiimsmangalagiri.edu.in	Bedant Sarma	DR BEDANTA SARMA

**GeMARPTS Details**

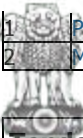
<b>GeMARPTS ID</b>	S9BO2JF3SD7E
<b>Description</b>	Pradhan Mantri Bhartiya Janaushadhi Kendra
<b>Report Initiated On</b>	17-Feb-2024
<b>Valid Until</b>	18-Mar-2024

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order

1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	
 <b>Government eProcurement System</b>			
<b>Tender Inviting Authority</b>			
<b>Name</b>	Director		
<b>Address</b>	AIIMS Mangalagiri		
<b>Tender Creator Details</b>			
<b>Created By</b>	Joy Ghoshal		
<b>Designation</b>	Faculty in Charge		
<b>Created Date</b>	17-Feb-2024 02:17 PM		

अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी  
**All India Institute of Medical Science (AIIMS) Mangalagiri**  
**Mangalagiri – 522 503, District – Guntur, Andhra Pradesh, India**  
(An Autonomous Body under Ministry of Health & Family Welfare, Govt. Of India)

**TENDER ENQUIRY DOCUMENT No: AIIMS-MG/BID/PMJAK**



**Notice Inviting Tender for Establishment of Pradhan Mantri Bhartiya  
Janaushadhi Kendra (PMBJAK) in AIIMS Mangalagiri, Andhra Pradesh**

**DISCLAIMER**

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

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Mangalagiri, Guntur District, Andhra Pradesh - 522503  
Website: [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in)  
Tendering Portal: [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)  
Email: [procurement@aiimsmangalagiri.edu.in](mailto:procurement@aiimsmangalagiri.edu.in)

Tender Notice

GLOBAL TENDER ENQUIRY

For

Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK) in AIIMS  
Mangalagiri, Andhra Pradesh

at

All India Institute of Medical Sciences, Mangalagiri

Tender No.

**CRITICALDATESHEET**

S.No	Event Description	Date
1.	Open Tender Notice No	AIIMS-MG/BID/PMJAK
2.	Name of Organization	AIIMS, Mangalagiri, Andhra Pradesh
3.	Date of Issue/Publishing	17-02-2024 @ 3.00 PM
4.	Pre-Bid Meeting	23-02-2024 @ 3.00 PM
5.	Last date for uploading of Bids	02-03-2024 @ 3.00 PM
6.	Opening of Bid Date	04-03-2024@ 3.00 PM

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Mangalagiri, Guntur District, Andhra Pradesh - 522503

Website: [www.aiismangalagiri.edu.in](http://www.aiismangalagiri.edu.in)

Tendering Portal: [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

Email: [procurement@aiismangalagiri.edu.in](mailto:procurement@aiismangalagiri.edu.in)

## SECTION 1 INTRODUCTION

### **1.1 Background**

**1.1.1** AIIMS MANGALAGIRI, ANDHRA PRADESH, is established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) to correct the regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate & postgraduate medical education. The Director & CEO of AIIMS Mangalagiri or his designated officer will be hereinafter called the "Authority of AIIMS Mangalagiri".

**1.1.2** The Pradhan Mantri Bhartiya Janaushadhi Pariyojna was launched by Government of INDIA, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e. Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) in various Districts of the Country.

**1.1.3** In this regard, AIIMS Mangalagiri intends to establish Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at its premise. Proposed Janaushadhi Kendra would cater to the patients visiting AIIMS Mangalagiri. The Janaushadhi Kendra located at AIIMS Mangalagiri shall be referred to as Project (the "Project"). The Authority of AIIMS Mangalagiri has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded.

### **INSTRUCTIONS:**

**1.1.4** The Bidder shall be selected based on the technical qualification score as defined in Clause 2.2.1. The bidder scoring the highest score ("Highest Bidder") will be awarded the Project.

**1.1.5** The selected bidder has to apply to the Pharmaceuticals and Medical Devices Bureau of India (PMBI) which is an implementation agency for Pradhan Mantri Bhartiya Janaushadhi Pariyojna (PMBJP) for opening of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) and must fulfill all the requirements & operating terms and conditions as laid out by PMBI in the regard from time to time.

**1.1.6** The Authority of AIIMS Mangalagiri will provide the rent-free space within the premises of AIIMS MANGALAGIRI for establishing Janaushadhi Kendra as per the Guidelines for opening of New Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) for State Government and Government Agencies (APPENDIX-IV). The selected bidder shall pay electricity and water charges levied by AIIMS Mangalagiri as per actuals. AIIMS shall provide only rent free space of approximately 500 to 1000 Sq. ft inside the premises of the institute campus and the operating agency shall install a porta cabin or a makeshift structure including providing equipment, furniture, fixture, cooling systems etc. at its own cost and establish PMBJK at the institute and it is also clarified that the Selected Bidder shall as required to be complied with applicable laws. A minimum of 5 counters/ windows is to be provided at the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) and all the counters should be operational during peak hours as per the directions of the Authority of AIIMS Mangalagiri from time to time. Applicant will use the premises solely for the allotted purpose and for no other purpose and shall not part with the premises sublet the premises to any one directly or indirectly.

**1.1.7** The Selected Bidder shall be required to install and equip the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) with required construction, furniture and fixtures, computer, printer, scanner etc., obtain Drug license, engage qualified pharmacist registered in the State of Andhra Pradesh only and as any other applicable norms as laid out by PMBI/other relevant authorities so as to be able to legally commence operation of the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK).

**1.1.8** The Selected Bidder shall sign a separate Tripartite Agreement for the Project ("Tripartite Agreement").

The Tripartite Agreement sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder services and obligations. The Selected Bidder shall immediately apply for letter of authority from PMBI and registration for drug license within one month of award of contract. The selected bidder shall be responsible for, operation and maintenance of the Project under and in accordance with the provisions of a tripartite agreement to be entered into between PMBI, Authority of AIIMS Mangalagiri and Selected Bidder in the form provided by the Authority of AIIMS Mangalagiri as part of the Bidding Documents pursuant thereto. The Agreement Period shall be of 3 (Three) years. This agreement can be renewed for a further period of one more term of three years after mutual consent of both the parties in writing.

**1.1.9** AIIMS Mangalagiri retains the right to make direct sales and to setup one or more Pharmacy in the same area/location or increase the area allocated to the same and also reserves right to ask the select bidder to establish one more outlet as and when the need arises.

**1.1.10** Supply of medicines to AIIMS against indent /supply order received should be delivered within 15 days except during emergency situation where items should be delivered within <24 to 48 hrs. Payment shall be made on monthly basis upon submission and approval of the bills/invoice submitted by the applicant. Medicine/Drugs should be from the latest batch and should have a minimum life Period of 18 months or 75% of the stipulated shelf- life from the date of manufacturing of the product (whichever is Longer in duration).

**1.1.11** Replacement of near expiry/Slow moving Non-moving items: - Applicant shall ensure and get the status of slow/non-moving inventory for replacement purposes from Hospital Pharmacy on quarterly basis or at a higher frequency and replace them at least 3 months prior to expiry date or earlier. The onus is on the selected bidder to have a close vigil on this aspect and if any leftover expired medicine, have to be replaced with equivalent product with appropriate shelf life **(as per 1.1.10)**.

**1.1.12** The selected bidder will be under a probation period of six months wherein AIIMS Mangalagiri will observe the service provided by the bidder; in case it is deemed that the services are deficient or inadequate, AIIMS Mangalagiri reserves the right to terminate the contract forth with .AIIMS Mangalagiri also, reserves the right to undertake a periodic review of the services including patient satisfaction, availability of medicines, compliance rate of prescription medicines, quality parameters, extent of compliance of any other regulations etc. and take appropriate measures including termination of the contract if the services provided are seemed to be consistently deficient.

**1.1.13** The Selected Bidder will be entitled to collect medicine charges from patients as per the guidelines issued by PMBI from time to time.

**1.1.14** The Authority of AIIMS Mangalagiri shall receive Bids pursuant to and in accordance with the terms set forth in this TENDER DOCUMENT and other documents to be provided by the Authority of AIIMS Mangalagiri pursuant to this TENDER DOCUMENT (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

**1.1.15 SOURCES OF SUPPLY:**

In order to safeguard the integrity of AIIMS Mangalagiri, and to maintain the uniformity and quality of items associated with the **Pradhan Mantri Bhartiya Janaushadhi Kendra** campaign, THE APPLICANT shall only purchase the medicines from Central Warehouse/Regional Warehouse/Authorized distributors of PMBI.

**1.1.16 GENERIC MEDICINES:**

THE APPLICANT acknowledges that the unbranded generic medicines used in, offered and sold from the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, as authorized by PMBI from time to time, are

manufactured using proprietary recipes and processes, and are an inseparable and essential element of the **Pradhan Mantri Bhartiya Janaushadhi Kendra campaign**. In order to protect the interests of PMBI, and their respective suppliers, and to ensure the quality, uniformity, and distinctiveness of the medicines, THE APPLICANT agrees to purchase its entire requirements of generic medicines from PMBI, or the supplier designated by PMBI, at prices, determined by PMBI only.

**1.1.17** All Billing Should be done using software provided by PMBI, no medicine or drug can be sold in PMBJK without using the software provided by PMBI.

**1.2 Brief description of bidding Process**

1. The Authority of AIIMS Mangalagiri has adopted a single stage process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under a single envelope.

2. Eligibility and qualification of the Bidder (The "Bidder") will be examined based on the details submitted under the "Technical Bid" with respect to eligibility and qualifications criteria prescribed in this TENDER DOCUMENT in this bidding document.

3. Interested bidders (the "Bidders") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

4. In terms of this Tender Document, the Selected Bidder shall provide a **Performance Security** in the form of bank Guarantee of **INR 5 lakhs (INR five Lakhs only)** under the Tripartite Agreement. Performance security is mandatory.

5. Any queries or request for additional information concerning this document shall be submitted in writing through post or e-mail to the officer designated in Clause 2.8.1 below. The communication shall clearly bear the following identification/title: "Queries/Request for Additional Information: Tender Document for Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra in AIIMS Mangalagiri".

**1.3 Schedule of Bidding Process:**

The Authority of AIIMS Mangalagiri shall Endeavour to adhere to the following schedule. However, the Authority of AIIMS Mangalagiri may at its own discretion, revise or extend any of the timelines set out in this schedule.

S.No	Event Description	Date
1.	Open Tender Notice No	AIIMS-MG/BID/PMJAK
2.	Name of Organization	AIIMS, Mangalagiri, Andhra Pradesh
3.	Date of Issue/ Publishing	17-02-2024 @ 3.00 PM
4.	Pre-Bid Meeting	23-02-2024 @ 3.00 PM
5.	Last date for uploading of Bids	02-03-2024 @ 3.00 PM
6.	Opening of Bid Date	04-03-2024@ 3.00 PM



SECTION – 2  
INSTRUCTION TO BIDDERS  
A. General

**2.1 General terms of Bidding**

**2.1.1** A Bidder shall submit only 1 (one) Bid. A Bidder shall not be entitled to submit another bid for the same Project.

**2.1.2** Unless the context otherwise requires, the terms not defined in this TENDER DOCUMENT, but defined in the Tripartite Agreement shall have the meaning assigned thereto in the Tripartite Agreement.

**2.1.3** Notwithstanding anything to the contrary contained in this TENDER DOCUMENT, the detailed terms specified in the Tripartite Agreement shall have an overriding effect, provided, however, that any conditions or obligations imposed on the Bidder here under shall continue to have effect in addition to its obligations under the Tripartite Agreement.

**2.1.4** The Bid shall be furnished in the format prescribed in the TENDER DOCUMENT. The Technical Bid shall be as per **Appendix IA of the TENDER DOCUMENT**. In the event of any difference between figures and words, the words shall be taken into account.

**2.1.5** The Bidder should submit a Power of Attorney as per the format at Appendix- III, duly supported by a charter document authorizing the signatory of the Bid.

**2.1.6** Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

**2.1.7** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English.

**2.1.8** The Bidding Documents including this TENDER DOCUMENT and all attached documents, provided by the Authority of AIIMS Mangalagiri are and shall remain or becomes the property of the Authority of AIIMS Mangalagiri and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

**2.1.9** Any award of Project in accordance with this TENDER DOCUMENT shall be subject to the terms of Bidding Documents.

**2.1.10** Any entity which has been barred by the Government of Andhra Pradesh or Government of India, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

**2.1.11** A Bidder may either be a Proprietary firm/ Partnership firm/ Private limited Company incorporated under the Companies Act or a Society registered under Societies Registration Act, 1860, or a trust registered under the Indian Trusts Act, 1882 or Non- Governmental Organization/Charitable Organization registered under the applicable governing law.

## 2.2 ELIGIBILITY

2.2.1 Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions. The Bidder shall be selected based on highest score on the parameters described below:

Sr No	Description	Parameter	Points	Max Points
1	Place of residence and registered office.	For individual who is resident of AP (or) Firm/NGO/Trust: office registered in any district of A.P.	10 points	10
		For individual/Firm/NGO: Non-Resident of AP	05 points	
2.	Experience in buying and selling medicines. Bidder to furnish Drug license	More than 05 years experience	10 points	10
		≤ than 05 years	5 points	
3.	Average annual turnover in the last 3 years preceding the Bid due date and bidder to furnish certificate from statutory auditor	More than 5 crores INR	10 points	10
		2 crores INR to 5 crores INR	8 points	
		Less than 2 crores INR	5 points	
4.	Experience of running Janaushadhi Kendra (JAK) (For at least Three years) / Supply of Medicines to Govt. Hospitals (For at least Three years)	In Central /state Government Hospitals / Govt. Autonomous Hospitals	10 points	10
		Outside Govt. Hospitals	5 points	
5.	Reputed NGO's/ Charitable organisation/ Reputed Chain business running more than 3 PMBJKs	Running more than 3 PMBJKs	10 Points	10
		Running ≤ 3 PMBJKs	5 points	

- a. The bidder who scores max marks out of 50 shall be offered to sign the tripartite agreement with AIIMS Mangalagiri & PMBI to establish Janaushadhi Kendra.
- b. In case the Bidders obtain the same total score, the Bidder scoring maximum marks on point number 4 will be selected.
- c. In case the Bidders obtain the same total score and parameter number 4, the Bidder scoring maximum marks on point number 2 will be selected.
- d. In case the Bidders obtain the same total score, parameter number 2 and 4, the Bidder scoring maximum marks on point number 3 will be selected.

**2.2.2 Financial Capacity:** For demonstrating financial capacity, the Bidder shall fulfill the following minimum eligibility criteria: -

- a. The Bidder shall have positive Net Worth at the close of the preceding financial year; and
- b. The Bidder shall have minimum average Annual Turnover specified of 50 lakhs in the past three years preceding the bid due date.

**2.2.3** The Bidders shall enclose with its Technical Bid, to be submitting as per the format at Appendix-IA, complete with its Annexes, the following:

(a) Statutory approvals/ certification/ Documentation and the competent Central and State Govt. rules pertaining to this category.

(b) The supporting documents proving experience of buying and selling Medicines or supplying drugs to a Govt. Institution. (Drug license or Purchase orders)

(c) Annual Turnover certificates for last three Financial Years issued by a Chartered Accountant along with audited balance sheets profit and loss statement, income tax returns, GST returns.

(d) Attested copy of Drug license (Form 20, 20-A, 20-B, 20-G or 21-B Narcotic Drug License etc., which ever applicable) in specified form issued by Competent authority of Central or State governments.

(e) Copy of PAN, TAN, GST & Aadhar / Firm Registration Certificate.

(f) In case of sole proprietorship, the bidder may provide GST certificate/ or other indirect tax filed certificate for the last three years to establish the annual turnover.

(g) An Affidavit affirming that the Selected Bidder shall:

Engage in Janaushadhi Kendra (JAK) only and Pharmacists with D.Pharm/ B.Pharm Degree holder will be registered with Andhra Pradesh Pharmacy Council. The selected Bidder will ensure round the clock availability of the pharmacist at Janaushadhi Kendra. The name of such pharmacist should be duly incorporated / registered with office of drug control; and name of pharmacist should be reflected in the Drug License. The Selected Bidder will be solely responsible for the hiring and discharging of the employees along with the payment of wages.

### **2.3 Proprietary data**

All documents and other information supplied by the Authority of AIIMS Mangalagiri or submitted by a Bidder to the Authority of AIIMS Mangalagiri shall remain or become the property of the Authority of AIIMS Mangalagiri. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority of AIIMS Mangalagiri will not return any Bid, or any information provided along therewith.

### **2.4 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority of AIIMS Mangalagiri will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of Materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

#### **2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:**

- (a) Made a complete and careful examination of the Bidding Documents;

- (b) Received all relevant information requested from the Authority of AIIMS Mangalagiri;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority of AIIMS Mangalagiri relating to any of the matters referred to in Clause 2.5.1 above;
- (d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority of AIIMS Mangalagiri, or a ground for termination of the Tripartite Agreement by the Selected Bidder;
- (e) Acknowledged that it does not have a Conflict of Interest;
- (f) Agreed to be bound by the undertakings provided by it under and in terms hereof;

## **2.6 Verification and Disqualification**

**2.6.1** The Authority of AIIMS Mangalagiri reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER DOCUMENT and the Bidder shall, when so required by the Authority of AIIMS Mangalagiri, make available all such information, evidence and documents as may be necessary for such verification.

**2.6.2** The Authority of AIIMS Mangalagiri reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority of AIIMS Mangalagiri, the supplemental information sought by the Authority of AIIMS Mangalagiri for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification / rejection occurs after the Bids have been opened and the highest scoring Bidder gets disqualified /rejected, then the Authority of AIIMS Mangalagiri reserves the right to annual the Bidding Process and invites fresh Bids.

**2.6.3** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Authority of AIIMS Mangalagiri, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Tripartite Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Tripartite Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this TENDER DOCUMENT, be liable to be terminated, by a communication in writing by the Authority of AIIMS Mangalagiri to the Selected Bidder, as the case may be, without the Authority of AIIMS Mangalagiri being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority of AIIMS Mangalagiri shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority of AIIMS Mangalagiri under this Bidding Documents, the Tripartite Agreement or otherwise.

## **B. DOCUMENTS**

### **2.7 Contents of the TENDER DOCUMENT**

**2.7.1** This TENDER DOCUMENT comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for BIDs**

Section 1: Introduction

Section 2: Instructions to Bidders

Section 3: Evaluation of Bids  
Section 4 Fraud and Corrupt Practices  
Section 5: Pre-Bid Conference  
Section 6: Miscellaneous

## **Appendices**

- I. A Letter comprising the Technical Bid including Annexure I to V
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Self-Assessment of Technical Score

**2.7.2** The draft of the Tripartite Agreement will be provided to the successful bidder and shall be deemed to be part of this TENDER DOCUMENT.

## **2.8 Clarifications**

**2.8.1** Bidders requiring any clarification on the TENDER DOCUMENT may notify the Authority of AIIMS Mangalagiri to the Address(Procurement cell, 2nd floor, Admin cum Library building, AIIMS Mangalagiri, Guntur – 522503 (A.P.))by post or can mail [toprocurement@aiimsmangalagiri.edu.in](mailto:toprocurement@aiimsmangalagiri.edu.in).They should send in their queries before the date mentioned in the Schedule of Bidding Process. The Authority of AIIMS Mangalagiri shall endeavor to respond to the queries within the period specified therein during the pre-bid meeting without identifying the source of queries.

**2.8.2** The Authority of AIIMS Mangalagiri reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority of AIIMS Mangalagiri to respond to any question or to provide any clarification.

**2.8.3** The Authority of AIIMS Mangalagiri may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority of AIIMS Mangalagiri shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority of AIIMS Mangalagiri or its employees or representatives shall not in any way or manner be binding on the Authority of AIIMS Mangalagiri.

**2.8.4** To facilitate evaluation of the Bids, the Authority of AIIMS Mangalagiri may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority of AIIMS Mangalagiri for this purpose. Any request for clarification(s) and all clarifications in response thereto shall be in writing.

**2.8.5** If a Bidder does not provide clarifications within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority of AIIMS Mangalagiri may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority of AIIMS Mangalagiri.

## **2.9 Amendment of TENDER DOCUMENT**

**2.9.1** At any time prior to the Bid Due Date, the Authority of AIIMS Mangalagiri may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the TENDER DOCUMENT by the issuance of Addenda.

**2.9.2** Any Addendum issued hereunder will be in writing and shall be published online.

**2.9.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority of AIIMS Mangalagiri may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format and Signing of Bid**

**2.10.1** The Bidder shall provide all the information sought under this TENDER DOCUMENT. The Authority of AIIMS Mangalagiri will evaluate only those Bids that are received in the required formats and complete in all respects and Bid Security, Document Fee in form of DD, and Power of Attorney etc. as specified in the TENDER DOCUMENT are received in hard copies. Incomplete and /or conditional Applications shall be liable to rejection.

**2.10.2** The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **2.11 Documents comprising Technical Bid**

**2.11.1** The Bidder shall submit the Technical Bid comprising of the following documents along with supporting documents as appropriate:

- (a) Documents in Point 2.2.3
- (b) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents;
- (c) Power of Attorney for signing the Bid as per the format at Appendix- III;
- (d) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate,
- (e) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.
- (f) Bank Guarantee or Bid security of 5 Lakhs.

**2.11.2** The documents shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Technical Bid for Establishment of Janaushadhi Kendra in AIIMS MANGALAGIRI " and shall clearly indicate the name and address of the Bidder.

**2.11.3** The envelope shall be addressed and submitted at the following address:(Procurement cell, 2nd floor, Admin cum Library building, AIIMS Mangalagiri, Guntur – 522503 (A.P). Email - [procurement@aiimsmangalagiri.edu.in](mailto:procurement@aiimsmangalagiri.edu.in))

**2.11.4** If the envelope is not sealed and marked as instructed above, the Authority of AIIMS Mangalagiri assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**2.11.5** Bids submitted by any unauthorized ways including fax, telegram etc. shall not be entertained and shall be summarily rejected.

**2.12 Late Bids:** Bids received by the Authority of AIIMS Mangalagiri after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.13 Procedure for tendering**

#### **2.13.1 Submission of Bids:**

The Bidder shall upload the technical documents in CPP Portal and also post 1 (one) copy of the Technical Bid and supporting documents (together with the documents required to be submitted pursuant to this TENDER

DOCUMENT) and clearly marked as "Technical Bid for Establishment of Janaushadhi Kendra in AIIMS Mangalagiri (Andhra Pradesh)" to the Address.

### **2.13.2 Withdrawal of Bids**

The Bidder may withdraw its Bid after submission prior to the Bid Due Date. Withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "WITHDRAWAL", as appropriate. No modification or alteration or substitution is permitted once submitted except if clarification is sought from the Authority of AIIMS Mangalagiri in writing.

### **2.13.3 Rejection of Bids**

Not with standing anything contained in this TENDER DOCUMENT, the Authority of AIIMS Mangalagiri reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

In the event that the Authority of AIIMS Mangalagiri rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority of AIIMS Mangalagiri reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **2.13.4 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (One hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority of AIIMS Mangalagiri.

### **2.13.5 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not concerned with the Bidding Process. The Authority of AIIMS Mangalagiri will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority of AIIMS Mangalagiri may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority of AIIMS Mangalagiri or as may be required by law or in connection with any legal process.

**SECTION-3**  
**EVALUATION OF TECHNICAL BIDS**

**3.1. Opening and Evaluation of Technical Bids**

**3.1.1** The Authority of AIIMS Mangalagiri shall open the Technical Bids received on the date specified and subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in this Section 3.

**3.1.2** To facilitate evaluation of Bids, the Authority of AIIMS Mangalagiri may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**3.2 Tests of responsiveness**

**3.2.1** A Technical Bid shall be considered responsive only if:

- a. Technical Bid is received as per the format at Appendix-IA including Annexure I to V;
- b. Technical Bid contain all the information as required (complete in all respects);
- c. Technical Bid does not contain any condition or qualification
- d. It is not non-responsive in terms hereof.

**3.2.2** The Authority of AIIMS Mangalagiri reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority of AIIMS Mangalagiri in respect of such Bid.

**3.3 Evaluation parameters**

Only those Bidders who meet the eligibility criteria specified in Clause 2.2.1 above shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

**3.4 Details of Experience**

The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA. The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award or Purchase Order as the case may be in support of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the whole-time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be.

**3.5 Financial information for purposes of evaluation**

**3.5.1** The Bids must be accompanied by the Audited Annual Reports of the Bidder for the last 3(three) financial years, preceding the year in which the Bid is made.

**3.5.2** In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

**3.6 Selection of Bidder**

Subject to the provisions of Clause 2.1 the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and the Bidder scoring the highest technical score as per Clause 2.2.1, shall be declared as the selected Bidder.

In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance, the Authority of AIIMS Mangalagiri may select next highest scoring Bidder.

After selection, a Letter of Award shall be issued, by the Authority of AIIMS Mangalagiri to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA provide acknowledgement thereof.



After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Tripartite Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Tripartite Agreement.

### **3.7 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority of AIIMS Mangalagiri makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority of AIIMS Mangalagiri and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.8 Correspondence with Bidder**

Except as provided in this TENDER DOCUMENT, the Authority of AIIMS Mangalagiri shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

The Authority of AIIMS Mangalagiri reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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## SECTION-4

### **4.1 FRAUD AND CORRUPT PRACTICES**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Tripartite Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Tripartite Agreement, the Authority of AIIMS Mangalagiri may reject a Bid, withdraw the LOA, or terminate the Tripartite Agreement and the Authority of AIIMS Mangalagiri shall be entitled to forfeit and appropriate the Bid Security or Performance Security.

For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process
- (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority of AIIMS Mangalagiri with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## SECTION-5

### **5.1 PRE-BID Meeting**

Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as mentioned in clause 1.3 of this TENDER DOCUMENT. The pre-bid Tender meeting will be held on **.....02.2024**.

The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender.

Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender.

During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority of AIIMS Mangalagiri. The Authority of AIIMS Mangalagiri shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **SECTION-6**

### **Miscellaneous**

#### **6.1 TERMINATION:**

AIIMS MANGALAGIRI shall be entitled to terminate this Agreement immediately forthwith in any one or more of the following events, by giving a notice in writing to the "APPLICANT":

1. If, in the opinion of AIIMS Mangalagiri the performance of the "APPLICANT" is found to be unsatisfactory.
2. If the "APPLICANT" commits a breach of any of the terms and conditions of this Agreement.
3. If there is any change (not acceptable to AIIMS Mangalagiri) in the constitution of the "APPLICANT" without the prior written consent of AIIMS Mangalagiri.
4. If for any reason, the "APPLICANT" is prevented for a period of three months from performing any of its obligations under this Agreement.
5. If the "APPLICANT" is guilty of any conduct which, in the opinion of AIIMS Mangalagiri, is prejudicial to the interests of AIIMS Mangalagiri or principles of AIIMS Mangalagiri relating to fair business practices. If the "Pradhan Mantri Bhartiya Janaushadhi Kendra APPLICANT assigns or purport to assigns its rights, interest or benefits or charge the benefits of the Agreement without obtaining the consent in writing of AIIMS Mangalagiri.
7. If the "APPLICANT" is declared insolvent or commits any act of insolvency or compound or enter into a scheme of compromise with their creditors.
8. If the "APPLICANT" is charged with committing breach of any law of India or any anti-bribery or anti-corruption legislation as the case may be.
9. Supplies not made for more than 2 times consecutively to AIIMS Mangalagiri.
10. Unavailability of common drugs for more than one month.
11. Rules and regulations of PMJAK not full filled.

#### **6.2 FORCE MAJEURE:**

Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence. Neither party shall be in default if a failure to perform any obligation here under is caused solely be supervening condition beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, wars, fire, floods, quarantine restrictions.

#### **6.3 ARBITRATION & JURISDICTION:**

This agreement shall be deemed to have been made/ executed at Vijayawada/Guntur for all purpose. In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be settled amicably and in the event of the dispute not being settled amicably the same shall be referred to the sole arbitrator to be appointed by the Director& CEO, AIIMS Mangalagiri or his nominee. The provisions of Arbitration and conciliation Act, 1996 shall apply. Arbitrator shall make reasoned award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be at Vijayawada or Guntur or may be decided by Arbitrator. The cost of Arbitration shall be shared equally by the parties to the agreement.

**6.4: Termination:** The contract may be terminated by any of the parties to the contract after serving a prior notice of 3 months with relevant justification and approval.

[On the letter head of the Bidder/ Lead Bidder]  
**APPENDIX- IA**  
**LETTER COMPRISING THE TECHNICAL BID**  
(Refer Clause 2.1, 2.11 and 3.2)

To,  
The Director & CEO  
AIIMS Mangalagiri

**Sub: Technical Bid for Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) in All India Institute of Medical Sciences (AIIMS) MANGALAGIRI, AP.**

Dear Sir,

1. With reference to your Tender Document dated \_\_\_\_\_, I/we, having examined the Tender document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority of AIIMS Mangalagiri will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a agency for the establishment of the aforesaid Project.
4. I/ We shall make available to the Authority of AIIMS Mangalagiri any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority of AIIMS Mangalagiri to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/our/their Associates have neither blacklisted by Government of Andhra Pradesh or Government of India or any of its associates.
7. I/ We declare that:
  - (a) I/We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority of AIIMS Mangalagiri. All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
  - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 43 of the Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority of AIIMS Mangalagiri or any other public sector enterprise or any government, Central or State; and
8. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we/satisfy(ies) the Net Worth/turnover criteria and meets) all the requirements as specified in the Tender Document.
10. I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this TENDER DOCUMENT; we shall intimate the Authority of AIIMS Mangalagiri of the same immediately.
12. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the Tender

Document, and duly signed, is enclosed. The Power of Attorney or Signing of Bid is also enclosed.

13. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.

14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority of AIIMS Mangalagiri in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Tripartite Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date.

We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Tripartite Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority of AIIMS Mangalagiri or in respect of any matter arising out of or relating to the Bidding Process including the award of Tripartite.

17. I/We offer a Bid Security of for "establishment of. Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)"to the Authority of AIIMS Mangalagiri in accordance with the Tender Document. The Bid Security in the form of a Bank Guarantee is attached.

18. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the TENDER DOCUMENT, have been submitted.

19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

20. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

21. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the TENDER DOCUMENT.

22. I/ We hereby submit our Bid as indicated in Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Tripartite Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document

Yours faithfully,

Date:

(Signature, Name and designation of the Authorised signatory)

Place:

(Name and seal of Bidder)

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars

**Appendix IA**

**Annex-I**

Details of Bidder

1. (a) Name:  
(b) Country/State of incorporation:  
(c) Address of the corporate headquarters and its branch office(s)/ registered office  
(d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company/Trust/Society including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority of AIIMS Mangalagiri:  
(a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number:  
(f) E-Mail Address:
  
4. Particulars of the Authorised Signatory of the Bidder:  
(a) Name:  
(b) Designation:  
(c) Address:  
(d) Phone Number:  
(e) E-Mail  
(f) Address:
  
5. Name of Bidder:

SL.NO	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ Andhra Pradesh Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

6. A statement by the Bidder (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Appendix IA**

**Annex-II**

Technical Capacity of the Bidder  
(Refer to Clauses 2.2.2(A) and 3.5 of the TENDER DOCUMENT)

Summary of Experience- At least 3 years

SL.NO	Name and Location of Pharmaceutical Drug store	Years since operational	Govt. institution which supply order received	No of Supplies made in the year	Value of Supply	Remarks

Note- List the details of supplies based on supply order separately  
Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2 (a)) to be attached. Bidder should also provide Drug License certificate

**Appendix IA**

**Annex-III**

[Certificate from statutory auditor/ CA] Financial Capacity of the Bidder (Refer to Clauses 2.2.1, 2.2.3(c) and 3.5 of the TENDER DOCUMENT) (In INR\_

Bidder type	Annual Turnover		
	Year 1	Year 2	Year 3
Single entity Bidder			
<b>TOTAL</b>			

Note- Annual Turnover of the firm should be at least 50 lakhs in each year

Signature of Chartered Accountant / Statutory Auditor:

Name of the Chartered Accountant / Statutory Auditor:

Membership No.:

Name of the Company:

Instructions:

1. The Bidder shall attach copies of the balance sheets and financial statements for 3(three) years preceding the Bid Due Date. The financial statements shall:

(a) Reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials:

(b) Be audited by a statutory auditor;

(c) Be complete, including all notes to the financial statements; and

(d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Year I will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.



**Appendix IA**

**ANNEX-IV**

Statement of Legal Capacity  
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,  
The Director & CEO  
AIIMS Mangalagiri

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative on its Behalf and has been duly authorized to submit the TENDER DOCUMENT. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
For and on behalf of \_\_\_\_\_

**Appendix - IA**

**ANNEX-V**

Sr No	Description	Parameter	Points	Max Points
1	Place of residence and registered office.	For individual who is resident of AP (or) Firm/NGO/Trust: office registered in any district of A.P.	10 points	10
		For individual/Firm/NGO: Non-Resident of AP	05 points	
2.	Experience in buying and selling medicines. Bidder to furnish Drug license	More than 05 years experience	10 points	10
		≤ than 05 years	5 points	
3.	Average annual turnover in the last 3 years preceding the Bid due date and bidder to furnish certificate from statutory auditor	More than 5 crore INR	10 points	10
		2 crore INR to 5 crore INR	8 points	
		Less than 2 crore INR	5 points	
4.	Experience of running Janaushadhi Kendra (JAK) (For at least Three years) / Supply of Medicines to Govt. Hospitals (For at least Three years)	In Central /state Government Hospitals / Govt. Autonomous Hospitals	10 points	10
		Outside Govt. Hospitals	5 points	
5.	Reputed NGO's/Charitable organisation/ Reputed Chain business running more than 3 PMBJKs	Running more than 3 PMBJKs	10 Points	10
		Running ≤ 3 PMBJKs	5 points	

Sign & Seal of firm

For office use: -  
Score:

Verified By:

## APPENDIX – II

### Bank Guarantee for Performance Security

B.G. No. Dated:

1. In consideration of you, - \_\_\_\_\_ Name and address of the authority), (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013 or a society registered under Society Registration Act, 1860 or a registered trust under Indian Trusts Act 1882 or a sole proprietorship) and having its registered office at (herein after referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the establishment of. Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at \_\_\_\_\_ in [XX - Insert Location. Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)], AIIMS Mangalagiri (hereinafter referred to as "the Project") pursuant to the Tender Document dated [XX] issued in respect of the Project and other related documents including without limitation the draft Tripartite Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at Andhra Pradesh (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the Tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of (Insert relevant amount) (hereinafter referred to as the "Performance Security") encashable at any of our branches including our branch at Andhra Pradesh our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due, to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 5 lakhs.

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the end of Contract Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 5 lakhs. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof.

Signed and Delivered by \_\_\_\_\_ Bank  
By the hand of Mr./Ms. \_\_\_\_\_ its and authorized official.

(Signature of the Authorised Signatory)  
(Official Seal)

**APPENDIX-III**

Format for Power of Attorney for signing of Bid (Refer Clause 2,1.8)  
(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We \_\_\_\_\_, (name of the firm and address of the Registered offices) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of \_\_\_\_\_ and \_\_\_\_\_ presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and an our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the establishment of. Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) in AIIMS Mangalagiri (AP) (the "Authority of AIIMS Mangalagiri") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority of AIIMS Mangalagiri, representing us in all matters before the Authority of AIIMS Mangalagiri, signing and execution of all contracts including the Tripartite Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority of AIIMS Mangalagiri in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Tripartite Agreement with the Authority of AIIMS Mangalagiri.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20.....

For \_\_\_\_\_.

(Signature, name, designation and address of person authorized by Board Resolution in case of Firms/Company)/Partner in case of Partnership Firms

Witness: 1.  
2.

Notarized  
Person identified by me / personally appeared before me / signed before me/Attested/ Authenticated  
(\*Notary to specify as applicable) (Signature, Name and Address of the Notary)  
Seal of the Notary Registration Number of the Notary  
Date \_\_\_\_\_

Accepted

(Signature, name, designation and address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, 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.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## APPENDIX-IV



### Guidelines for Opening of New Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)

#### **For State Government and Government Agencies**

S.No.	Details	Page No
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#### **BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA**

(Set up under the Department of Pharmaceuticals, Govt. of India)

**8<sup>th</sup> Floor, Block E-1, Videocon Tower, Jhandewalan Extension, New Delhi-110055**

Telephone: 011-49431800; Fax: 011-49431899 Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

## **I. Pradhan Mantri Bhartiya Janaushadhi Pariyojana– GENESIS**

The branded (Generic) medicines are sold at significantly higher prices than their un-branded generic equivalents, though are identical in the therapeutic value. Given the widespread poverty across the country, making available reasonably priced quality generic medicines in the market would benefit everyone. With this objective, the Pharma Advisory Forum in its meeting held on 23<sup>rd</sup> April, 2008, decided to launch the Jan Aushadhi Campaign - starting with the sale of generic medicines through dedicated sales outlets called **Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)** in various districts of the country. Initially it was proposed that at least one PMBJK will be opened in each of the 630 districts of the country to be extended to sub-divisional levels as well as major towns and village centers. It was to be run on the principle of “No Profit, No loss”. The Jan Aushadhi Scheme was accordingly formulated and approved in the Standing Finance Committee Meeting of 01.02.2010 in consultation with the Planning Commission.

## **II. BPPI- Bureau of Pharma PSUs of India**

In order to enable a focused and institutional approach to implement the Pradhan Mantri Bhartiya Janaushadhi Kendra Campaign and to further the working and resources of CPSUs, BPPI was established in December, 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs. The Bureau has been registered as an independent society under the Societies Registration Act, 1860 as a separate independent legal entity in April, 2010. BPPI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals. The defined roles of BPPI are as follows:

- Make quality generic medicines available at affordable prices for all
- Coordinating marketing of the generic drugs through the Jan Aushadhi Stores (PMBJK)
- Coordinating supply of medicines from Central Pharma PSUs and Private Sector.
- Monitoring proper running of PMBJK

It was planned that the Central Government would suitably assist the Bureau both financially and technically till the Bureau could sustain itself through its own operations.

### **III. Roles and responsibilities of the State Govt.**

- a. The PMBJK operator for PMBJK outlets located in Government Hospitals / Medical College premises will be selected by the state Government. However, in case the performance of the Operator is not found upto the mark, BPPI will have the right to change the operator.
- b. State Govt. will provide the space free of charge in the premises of Medical College Hospitals, District Hospital or at any other suitable location as may be decided by the State Government for running of **Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) Kendra** by operating agency.

**Also, PMBJP Kendra may be opened by State government or Government agencies in any government buildings owned by government bodies like Railways / State Transport Department / Urban local bodies / Panchayati Raj Institutions / Post Offices / Defence / PSU's etc.**

- c. It will issue suitable guidelines to ensure that the Doctors in the Government hospitals prescribe unbranded generic medicines and also to educate and popularize, amongst the general public, the advantages of the Pradhan Mantri Bhartiya Janaushadhi Kendra campaign.

Before the PMBJK starts functioning and BPPI makes arrangements to supply medicines to PMBJK, a tripartite agreement as per the format in Annexure need to be entered into between BPPI, Govt. agency and the operating agency.

### **IV. Roles and responsibilities of Operating agency**

1. In Government Hospitals/Medical colleges, the preferred agency will be reputed NGOs/Charitable Organizations but individuals would also be eligible.
2. Operating Agency will enter into agreement as specified in Annexure III before commencing operations of “**Pradhan Mantri Bhartiya Janaushadhi Kendra**” on free space provided by State Govt. All operations of Pradhan Mantri Bhartiya Janaushadhi Kendra will be conducted as per agreement terms and conditions.



3. It would ensure that the Pradhan Mantri Bhartiya Janaushadhi Kendra is opened in the selected hospitals/Medical Colleges, as decided by the State Government in shortest possible time.
4. It will use the premises solely for the purpose for which it has been allotted and for no other purpose and shall not part with the premises, sub-let the premises to anyone directly or indirectly.
5. It will obtain all required licenses including drug license to run JAS.

## **V. Functions and responsibility of the BPPI.**

- a. For proper implementation of the scheme, BPPI would render all required assistance to the operating agency for running the PMBJK for furthering the objective of the Pradhan Mantri Bhartiya Janaushadhi Kendra Program.
- b. BPPI shall also facilitate the supply of affordable quality generic medicines, surgical items, consumable through its supply chain to Jan Aushadhi Generic Drug Stores with appropriate margins and credit facilities upto 30 days.
- c. BPPI's Distributor will take back Expiry/Breakage to the maximum extent or upto 2% of the total purchase value of PMBJK.

## **VI. Margin &Incentives:**

- a. Operating agency will be provided 20% margin on MRP (Excluding taxes) of each product.
- b. BPPI will provide one-time financial assistance upto Rs. 2.50 lakh as per details given below
  - i. Rs. 1 lakh reimbursement of furniture and fixtures.
  - ii. Rs. 1 lakh by way of free medicines in the beginning.
  - iii. Rs. 0.50 lakh as reimbursement for computer, internet, printer, scanner, etc.

## **VII. Requirements and Operating terms and conditions**

- a. For opening new JAS minimum space required is 120 sq feet
- b. The store should have sufficient furniture like:  
Racks to store the medicines, counter for issue of bills and medicines to patients, office tables, computer table and chair/stools etc for working of staff.
- c. The operating agency will recruit the staff for running the store as per the requirement at their own cost.
- d. All billings should be done using software provided by BPPI. No medicine can be sold in JAS without using the software provided by BPPI.
- e. The number of medicines to be sold at JAS will be increased to make the scheme viable, in addition, surgical as per requirement would also be supplied. In addition, PMBJK operators will be allowed to sell allied medical products, commonly sold in chemist shops. NGOs/Charitable Institutions/Reputed professional bodies/organizations will be allowed to sell medicines which are not in the list of BPPI with prior information and approval from BPPI.
- f. It shall be the responsibility of the operating entity to obtain drug license in the name of Jan Aushadhi Store and other permissions to run a drug store. Compliance to all statutory requirements for storage of drugs shall be ensured by the operating agency.
- g. BPPI's Distributor will take back Expiry/Breakage to the maximum extent or upto 2% of the total purchase value of JAS.
- h. Operating agency will run JAS as per terms and conditions in agreement to be signed with BPPI before start of operations.

**Submission of application**

**To,**

**The CEO**

**Bureau of Pharma Public Sector Undertakings of India (BPPI),**

**8<sup>th</sup> Floor, Block E-1, Videocon Tower,**

**Jhandewalan Extension,**

**New Delhi – 110055**

Envelope should be clearly marked with “APPLICATION FOR NEW PMBJK”



**PRADHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJANA**

Application for opening “Pradhan Mantri Bhartiya Jan Aushadhi Kendra \_\_\_\_\_”

S No	Particulars	Details
1	Name of Applicant	
2	Status of Applicant (Tick Appropriate Box)	Individual entrepreneur <input type="checkbox"/> Charitable Institute/Hospital <input type="checkbox"/> NGO / Trust <input type="checkbox"/> Government/ Government Nominated Agency <input type="checkbox"/> Any Other <input type="checkbox"/> (Please specify)_____
3	Registration Number of Organization, Date of Incorporation (if Applicable)	
4	Name of Contact Person	
	Designation	
	Mobile No/Landline No	
	Email id	
5	Aadhaar Card Number	
6	PAN Number	
7	Location of the Proposed Store with Complete Address	
<p><b>Declaration:</b></p> <p>1. I/We have gone through the terms and conditions as mentioned in the guidelines for opening of Pradhan Mantri Bhartiya Jan Aushadhi Kendra and agree to abide by the same.</p> <p>2. I/We hereby declare that all the information as mentioned above is true to best of my knowledge. If any information is found to be incorrect, my/our candidature is liable to be cancelled and may be subject to legal/disciplinary proceedings.</p> <p>3. Supporting documents are attached wherever required for information as provided above.</p> <p>Date: _____ Signature _____ Place: _____ Name and Designation _____</p>		

**Note: Applications without Aadhaar Card shall be summarily rejected.**

<b>List of documents required to be attached with Application</b>		
<p><b>Individual</b></p> <ol style="list-style-type: none"> <li>1. Aadhaar Card</li> <li>2. Pan card</li> </ol>	<p><b>Institutions/NGO/ Charitable Institute/Hospital etc.</b></p> <ol style="list-style-type: none"> <li>1. Aadhaar Card</li> <li>2. Pan card</li> <li>3. Certificate for Incorporation</li> <li>4. Registration certificate</li> </ol>	<p><b>Government/ Govt Nominated Agency</b></p> <ol style="list-style-type: none"> <li>1. Details of Department who has allocated the space, along with supporting documents/ sanction order</li> <li>2. Pan card</li> <li>3. Aadhaar Card</li> </ol>

**For – State Government Nominated Agencies**



**AGREEMENT**

**BETWEEN**

**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)**

(Set up under the Department of Pharmaceuticals, Govt. of India, Ministry of chemicals and Fertilizers, Govt. of India)

**AND**

**GOVERNMENT OF .....**

**DEPARTMENT OF .....**

**AND**

.....

**(Nominated Agency for operating Pradhan Mantri Bhartiya Janaushadhi Kendra)**

**ON .....Day of 2018**

THIS AGREEMENT is made and entered into on the XX day of XXX month of 2016 between Bureau of Pharma PSU(s) of India, set up under Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India as a Society registered under the societies registration act XXI of 1860, having its Registered Office at Core No. 06, 1<sup>st</sup> Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003, hereinafter referred to as “BPPI” (which expression shall mean and include its successors and assigns) of the ONE PART;

AND

The State Government of.....,

DEPARTMENT OF .....

AND

The applicant, M/S. \_\_\_\_\_ NGO/Society/Institution/-----  
registered under \_\_\_\_\_ **(Name of the act)** having its registered office at  
**(ADDRESS)** through its **(Director/President/Secretary etc)** Mr.  
\_\_\_\_\_, (nominated operating agency hereinafter referred to as  
“THE APPLICANT” which expression shall mean and include the **(Director/President/Secretary etc)**  
for the time being and from time to time constituting the said, the survivors of them, their legal heirs and  
legal representatives of the last surviving partners in business and permitted assigns) of the OTHER  
PART.

**WHEREAS: -**

(a) BPPI is presently engaged in procurement, marketing, sale & distribution of medicines and drugs including those manufactured by other manufacturers (hereinafter collectively referred to as “The Products”) and is desirous of opening a “Pradhan Mantri Bhartiya Janaushadhi Kendra” (hereinafter referred to as Jan Aushadhi store) at \_\_\_\_\_ in the district of \_\_\_\_\_ within the state of \_\_\_\_\_ for sale of generic medicines to public.

(b) “THE APPLICANT” has represented and warranted that he has the necessary infrastructure /manpower/ licenses / equipment / furniture & fixtures, Computers and associated peripherals and has also got sound financial status as required to open and operate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** and in that connection is also ready to perform all activities including purchase of medicines against 30 days credit with PDC cheque & the credit limit of applicant will be decided by BPPI on the basis of average sales of PMBJK from assigned C&F Agent/Super Stockist/Distributor appointed by BPPI/BPPI, receive and store the stock under ambient temperature as required for storage of medicines, make retail sale, after

generating sale invoice at prices fixed by BPPI from time to time, collect money thereof from customers for the sale value, make necessary transactions entry in computerized software system and make available sufficient funds for purchase and replenishment with fresh stock to run the **Pradhan Mantri Bhartiya Janaushadhi Kendra** on sustainable basis, and has requested BPPI to allocate him/them a **Pradhan Mantri Bhartiya Janaushadhi Kendra** at the aforementioned address as specified in clause (a) of this agreement.

(c) BPPI after considering the aforesaid request of the “**APPLICANT**” and has agreed to allow for establishing and operate **Pradhan Mantri Bhartiya Janaushadhi Kendra** at \_\_\_\_\_ in the district of \_\_\_\_\_ within the state of \_\_\_\_\_ for sale of **Generic Medicines**. This agreement remains in force for a period of 36 months commencing from \_\_\_\_\_ and applicable till \_\_\_\_\_, unless terminated earlier as per clause \_\_\_\_\_ of this agreement. This agreement can be renewed for a further period of 36 months after mutual consent of both the parties in writing.

(d) BPPI retains the right to make direct sales and to appoint one or more **Pradhan Mantri Bhartiya Janaushadhi Kendra** in the same area / location / town and city.

(e) Consistent with these introductory Sections and in consideration of the mutual consent contained in this AGREEMENT, BPPI and THE APPLICANT agree to be bound by the terms of this AGREEMENT.

## **1. Shop Site Selection & Design**

THE APPLICANT will adhere to BPPI’s procedures and requirements for site selection and design of the SHOP, as stated hereunder:

- 1.1 The site location for opening the Jan Aushadhi store should be either in the hospital premises or near to hospital. If the location does not happen to be a hospital or near to hospital, then the same should be located at a place where high footfall happens and is easily accessible to people along with good site visibility.
- 1.2 The site for **Pradhan Mantri Bhartiya Janaushadhi Kendra** should either be owned or taken on lease in the name of Applicant. In case of lease, the same should remain effective and under the possession of Applicant for at least 03 complete years from the effective date of opening.
- 1.3 The minimum area required for opening **Pradhan Mantri Bhartiya Janaushadhi Kendra** should be 120 Sq. Ft.
- 1.4 The inside area of **Pradhan Mantri Bhartiya Janaushadhi Kendra** premises being utilized for storage and sale transaction of medicines should be in “U” or in “C” shape, for better visibility to customer & visitor.

1.5 Although the requirement of Air Conditioned premises is not mandatory, however provision for the same is highly desirable as the medicines should be kept or stored under a temperature of less than 25°C to maintain its best efficacy. Applicants with air-conditioned facility in the premises will be preferred over others.

1.6 In the case of a successive term being further permitted to the APPLICANT, then the existing structure may be required to be modified in order to comply with the standards applicable and prevailing at that time.

1.7 THE APPLICANT shall not commence (or recommence) operations of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** until and unless BPPI approves the same for being reasonably conforming to the planned specifications.

1.8 This agreement does not grant “THE APPLICANT” any right to relocate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** without any permission in writing from BPPI

**2.** THE APPLICANT shall, at all times during the applicable term continuously and faithfully operate the Pradhan Mantri Bhartiya Janaushadhi Kendra in full compliance with the defined terms & conditions as listed hereunder:

### **2.1 DESIGNATED SHOP MANAGER**

THE APPLICANT shall at all times have a person on rolls with minimum qualification of Diploma in Pharmacy (i.e. D. Pharm.) or Degree in Pharmacy (i.e. B. Pharm.), designated as **Pradhan Mantri Bhartiya Janaushadhi Kendra** Manager having primary responsibility for the day to day operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with this agreement, who shall be reasonably acceptable to BPPI (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail pharmacy business, as determined by BPPI in its sole discretion.

### **2.2 Best Efforts**

The JAN AUSHADHI STORE MANAGER shall furnish personal full time attention and best efforts to the day to day management and operation of **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with the requirements of this AGREEMENT and he must maintain a physical presence at the **Pradhan Mantri Bhartiya Janaushadhi Kendra**



### **2.3 JAN AUSHADHI STORE Employees**

In addition to the designated **Pradhan Mantri Bhartiya Janaushadhi Kendra** MANAGER, the Pradhan Mantri Bhartiya Janaushadhi Kendra shall be staffed with qualified, competent employees well versed with working in computerized operation and will assist the Pradhan Mantri Bhartiya Janaushadhi Kendra Manager in day to day operations, and who are employed solely by THE APPLICANT and not by BPPI. THE APPLICANT is solely responsible for hiring and discharging employees of the SHOP, and setting their wages and terms of employment. THE APPLICANT shall comply with all applicable laws and regulations as applicable from time to time under respective laws. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay checks, must clearly identify THE APPLICANT, and not BPPI, as the employer

### **2.4 Operations and Product Standards**

Unless BPPI specifically permits otherwise, in writing:

- i. THE APPLICANT shall offer for sale from the SHOP the entire list of medicines and other consumables/ surgicals items as listed and made available periodically by BPPI.
- ii. THE APPLICANT is permitted to sell from the Pradhan Mantri Bhartiya Janaushadhi Kendra only the Medicines which are supplied by BPPI.
- iii. THE APPLICANT will be allowed to sell allied medical products commonly sold in chemist shops but are not supplied by BPPI.
- iv. THE APPLICANT will at all times maintain an inventory of all listed medicines of BPPI to satisfy customer demand for any or all medicines required to be sold at the Pradhan Mantri Bhartiya Janaushadhi Kendra. THE APPLICANT will adhere to the requirements for medicines & drug storage, its handling as per the applicable Drug & Cosmetic Act 1940, as amended and applicable from time to time. The medicines merchandising, presentation and display will also be managed by THE APPLICANT to make it more informative for the buyer and will have to emphasize the impact in terms of cost advantage between generic and branded medicines. If THE APPLICANT fails to conduct its business in accordance with the requirements of this Section 2.4, then, without limiting the rights of BPPI under this AGREEMENT BPPI may, temporarily suspend THE APPLICANT'S right to operate under this AGREEMENT, or temporarily or permanently suspend THE APPLICANT'S right to sell certain products under this AGREEMENT, or permanently terminate this AGREEMENT. The final decision rests with BPPI and shall be binding on the applicant.

## **2.5 Sources of Supply**

In order to safeguard the integrity of BPPI, and to maintain the uniformity and quality of items associated with the Pradhan Mantri Bhartiya Janaushadhi Kendra campaign, THE APPLICANT shall only purchase the medicines form designated/authorized distributors of BPPI.

### **2.5.1 GENERIC MEDICINES**

THE APPLICANT acknowledges that the generic medicines used in, and offered and sold from the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, as authorized by BPPI from time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the **Pradhan Mantri Bhartiya Janaushadhi Kendra campaign**. In order to protect the interests of BPPI, and their respective suppliers, and to ensure the quality, uniformity, and distinctiveness of the medicines, THE APPLICANT agrees to purchase its entire requirements of generic medicines, from BPPI, or the supplier designated by BPPI, at prices, determined by BPPI only.

Pradhan Mantri Bhartiya Janaushadhi Kendra will be extended credit period of 30 days from receipt of goods, but post dated cheque will be required to be given by JAS in advance against goods supplied.

BPPI's Distributor will take back Expiry/Breakage to the maximum extent or upto 2% of the total purchase value of PMBJK.

BPPI will not accept any return/exchange of products which are supplied against confirmed orders. However, when product is supplied first time to PMBJK and same is not sold, BPPI will take back the return within three months of date of first invoice of that product

### **2.5.3 Supplies and Equipment**

THE APPLICANT shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the SHOP which do not bear the text and the logo of "Pradhan Mantri Bhartiya Janaushadhi Kendra" required by BPPI, in the manner and format required and approved in advance by BPPI.

## **2.6 Mandatory Participation in Marketing Programs**

THE APPLICANT acknowledges that THE APPLICANT'S participation in promotions and marketing programs established by BPPI is important to enhance the value, recognition, and reputation of the Pradhan Mantri Bhartiya Janaushadhi Kendra campaign and agrees that THE APPLICANT shall participate in those promotions and marketing programs established

from time to time by BPPI that are appropriate to the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, as determined by BPPI

### **2.7 Compliance with Laws**

THE APPLICANT shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting the operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra**. In particular, THE APPLICANT shall have a Drug Sale License in the name of **Pradhan Mantri Bhartiya Janaushadhi Kendra** from the competent authority and operate and maintain the **Pradhan Mantri Bhartiya Janaushadhi Kendra** and its premises in strict compliance with all applicable drug & cosmetic act, health, sanitation, fire and safety codes and requirements. If any law affecting THE APPLICANT'S operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** does not happen to comply with any specific regulation, then THE APPLICANT shall satisfy the same with applicable regulation by making necessary modifications, changes etc thereof. If THE APPLICANT perceives any law affecting THE APPLICANT'S operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** to conflict with any of the regulations, then THE APPLICANT shall notify BPPI in writing, identifying the specific law, so that BPPI may determine how to resolve the perceived conflict.

### **2.8 Remediating damaged and contamination**

If any medicine dispensed at the **Pradhan Mantri Bhartiya Janaushadhi Kendra** is soiled, contaminated or in cut, torn or in spillage condition and does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements then, THE APPLICANT shall immediately eliminate the source of contamination, remedy all unsanitary conditions at the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, This remedy is in addition to, and not in lieu of, other rights or remedies that BPPI has for THE APPLICANT'S breach of this AGREEMENT.

### **2.9 Shop Inspections**

In order to safeguard and determine compliance with the **Pradhan Mantri Bhartiya Janaushadhi Kendra** standards BPPI representatives shall have the absolute right to enter, remain in, and inspect the SHOP whenever BPPI deems it appropriate. BPPI representatives may, without prior notice to THE APPLICANT, interview THE APPLICANT'S employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative sample of the medicines stored or sold. BPPI shall have the right to use all interviews, photographs, video, and other recordings for any reason BPPI deems appropriate, including in advertising, marketing and other promotional materials. THE APPLICANT shall not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by BPPI, its advertising agencies.

Being a Government of India campaign, the **Pradhan Mantri Bhartiya Janaushadhi Kendra** may also get visited and inspected by Government Officials, Honorable Parliamentarians, without any prior notice to THE APPLICANT.

### **2.10 Correcting Deficiencies**

THE APPLICANT shall at its own expense promptly, and within any period reasonably specified by BPPI, correct any violation of the defined norms. If, during an inspection, BPPI identifies a violation

of the norms that:

Is a reoccurrence of a previously identified violation of the defined standards, occurring at the **Pradhan Mantri Bhartiya Janaushadhi Kendra** within the preceding 12 months; or Is a continuation of a previously identified violation of the defined standards, which THE APPLICANT failed to correct within a maximum period of 03 months from the date on which notice has been served by BPPI; In such a case, BPPI may ask THE APPLICANT to reimburse BPPI for the costs of a subsequent inspection of the shop, conducted to determine whether the reoccurring or continuing violation of the defined standards has been cured, at the rate of Rs. 500.00 (Rupees Five Hundred Only) per hour of the BPPI representative's time (including travel time) plus travel and related expenses. This remedy is in addition to, and not in lieu of, other rights or remedies that BPPI has for THE APPLICANT'S breach of this AGREEMENT.

### **2.11 Repair and Renovation**

THE APPLICANT shall repair, rehabilitate, refurbish, modernize, renovate and upgrade the **Pradhan Mantri Bhartiya Janaushadhi Kendra** periodically to maintain it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to specifications applicable generally to medicine shop. THE APPLICANT must obtain the prior written approval of BPPI if any efforts to be taken under this Section

### **2.12 Sales and Product Mix Reporting Requirements**

THE APPLICANT shall upon request periodically provide BPPI with any and all requested information related to THE APPLICANT'S sales, costs, earnings and related items. THE APPLICANT acknowledges that BPPI may request this information be provided monthly, and occasionally more often, and in some instances THE APPLICANT may be required to track certain information not regularly tracked by THE APPLICANT.

### **2.13 Projecting Requirements of Medicines**

At the request of BPPI and or designated Distributor, C&F, THE APPLICANT shall periodically project sales and product requirements. THE APPLICANT shall endeavor to project quantities of medicines needed, including quantity of each of the MEDICINES, and the anticipated timing of such need. THE APPLICANT acknowledges that this information is important to BPPI so that it or its designated supplier may project quantities to be manufactured.

### **2.14 Hours of Operation**

THE APPLICANT shall keep the **Pradhan Mantri Bhartiya Janaushadhi Kendra** open and in normal operation starting from 09:00 Hrs. to 21:00 Hrs. with the option of a Lunch Break from 13:00 Hrs. to 14:00 hrs. However, it is suggested to have the lunch on rotation basis so that one staff remains always present for the sales operation. THE APPLICANT shall conspicuously post on or within the **Pradhan Mantri Bhartiya Janaushadhi Kendra** premises, at a location visible to public about the shop operational and non-operational hours. This should also include contact number displayed prominently so that patient can contact and purchase medicines when shop is closed. In case of metro and big cities, the shop would remain open from 6 am to till 12 mid-night. PMBJK located in big hospitals and medical colleges shall remain open round the clock.

### **2.15 POS (Point of Sale) SYSTEM**

To ensure the efficient management and operation of the **Pradhan Mantri Bhartiya Janaushadhi**

**Kendra**, and the reporting of data and information to BPPI, THE APPLICANT shall, at its own expense, install, and during the tenure of association shall properly maintain in good working order, a computerized point of sale system (the "POS SYSTEM") consisting of one or more cash registers, a internet connection / modem, cables, a dedicated telephone line, a printer and other accessories and peripheral equipment, all of which must be approved by BPPI prior to start of operation or otherwise in writing. The software for computerized operation for POS will be uploaded free of cost by BPPI. The applicant will have to ensure that all sales transactions are fed & updated in the system and a sale receipt of cash memo must get generated and handed over to the buyer along with medicines.

### **2.16 Collecting POS INFORMATION**

THE APPLICANT shall at all times use the POS SYSTEM to accurately, consistently, and completely capture & record (including the name of doctor prescribing the medicine), and structure all data and information that BPPI prescribes from time to time either through automated software or manually.

### **2.17 BPPI's Access to POS INFORMATION**

THE APPLICANT agrees that BPPI will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that BPPI deems necessary or appropriate, or desires. THE APPLICANT may retrieve the POS INFORMATION at intervals and times BPPI determines, and without any advance notice to THE APPLICANT. THE APPLICANT shall assist BPPI in initially establishing electronic access to the POS INFORMATION, and shall thereafter, as required by BPPI, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

### **2.18 Updates, Modifications, and Replacements**

THE APPLICANT shall have no right to update or replace software used by the POS SYSTEM. THE APPLICANT shall make, or at BPPI's direction shall permit the designated person from BPPI to make, any programming changes required from time to time by BPPI.

### **2.19 BPPI's Ownership and Use of POS Information**

THE APPLICANT agrees that all POS INFORMATION provided to BPPI, whether electronically retrieved or otherwise received, will become BPPI's property and the same may be used by BPPI in any manner BPPI considers appropriate.

### **2.20 Access to Email & Internet; Consent to Communication Medium**

THE APPLICANT acknowledges that the World Wide Web (www), internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. THE APPLICANT further acknowledges that BPPI may from time to time desire to communicate with THE APPLICANT using any of the foregoing medium. Therefore, THE APPLICANT shall at all times, before and during the tenure of association have ready access to a computer at **Pradhan Mantri Bhartiya Janaushadhi Kendra** with internet access and a reasonably current web browser, and:

2.20.1 Maintain an email address to which BPPI may send electronic communications; keep

BPPI apprised of THE APPLICANT'S current email address; regularly check, at a frequency which may be every day, for email communications from BPP;

2.20.2 Timely responds to email communications from BPPI, within a maximum of 48 hours from receipt;

2.20.3 In the event BPPI establishes an intranet, extranet, or other means of posting information on a web site or similar on-line medium, then regularly check, at a frequency, which may be every day, for information communicated by BPPI.

Except in the case of a NOTICE, THE APPLICANT hereby consents to receiving any communication or information contemplated by AGREEMENT in any manner contemplated by this Section 2.20, which communication or information shall be deemed communicated upon sending electronically to the email address designated by THE APPLICANT for such purpose, or upon posting on any web site or other on-line medium maintained by BPPI for such purpose.

### **2.21 Prompt Payment of Obligations**

THE APPLICANT acknowledges that THE APPLICANT'S payment practices can impact the willingness of third parties to do business with, and extend credit to, others. Therefore, THE APPLICANT SHALL also timely pay all obligations and liabilities due and payable to vendors, suppliers, distributors, the LANDLORD, and other parties to whom THE APPLICANT incurs obligations in connection with the **Pradhan Mantri Bhartiya Janaushadhi Kendra**.

### **2.22 Significant Event Notifications**

THE APPLICANT will keep BPPI informed of any fact, matter or circumstance that has a significant bearing on THE APPLICANT'S ability to continue to operate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with this AGREEMENT. Without limiting the preceding requirement, THE APPLICANT shall promptly, and in no event more than 7 days after THE APPLICANT becomes aware of any of the following situations related to the **JAN AUSHADHI MEDICALSTORE**, provide NOTICE to BPPI of the circumstances, and provide BPPI with copies of pertinent documents, and any other information BPPI requires:

- (a) Any notice of default received with respect to the SHOP PREMISES from the LANDLORD, a rental agent, mortgagee, or lender.
- (b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else.
- (c) Any governmental inspections, notices, claims, reports, warnings, or citations.
- (d) Any fires, robberies, injuries, or similar events occurring on or at the **Pradhan Mantri Bhartiya Janaushadhi Kendra**.
- (e) Any other matters, including those not related to the **Pradhan Mantri Bhartiya Janaushadhi Kendra** that could impair the good will associated with BPPI & Department of Pharmaceuticals under Ministry of Chemicals & Fertilizers, Government of India.

## **3. Fund Requirements & Earnings by the Applicant**

3.1 Applicant will arrange sufficient funds for smooth running of PMBJK at all times.

3.2 Operating agency will be provided 20% margin on MRP (Excluding taxes) of each product.

BPPI will provide one-time financial assistance upto Rs. 2.50 lakh as per details given below

- a. Rs. 1 lakh reimbursement of furniture and fixtures.
- b. Rs. 1 lakh by way of free medicines in the beginning.
- c. Rs. 0.50 lakh as reimbursement for computer, internet, printer, scanner, etc.

3.3 Retail margins will be the earning of Applicants. The retail margins as applicable as per Government notifications will be included in the MRP (Maximum Retail Price) on each product and the applicant shall sell all products at printed MRP only. The currently applicable rate of Margins is 20%.

3.4 In addition to the investment required for setting up the necessary infrastructure for opening of **Pradhan Mantri Bhartiya Janaushadhi Kendra** as per the requirement of this agreement, applicant will invest sufficient money to run the store smoothly by making all products available at all times

3.5 THE APPLICANT also acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal for a subsequent term on or after the EXPIRATION DATE.

#### **4. Sourcing of Medicines**

THE APPLICANT shall purchase medicines in BPPI list in connection with the operation of the JAN AUSHADHI STORE, only from BPPI's authorized Distributor/C&F agent as informed by BPPI.

In-case of any change in source for procurement of Medicines, BPPI will inform THE APPLICANT in writing.

#### **5. Ongoing Advice and Assistance**

During the applicable term of this agreement BPPI shall, at no charge, from time to time provide THE APPLICANT with such advisory assistance, information, techniques, data, and instructional materials concerning the sale of Medicines from **Pradhan Mantri Bhartiya Janaushadhi Kendra**, and also marketing programs applicable to the JAN AUSHADHI campaign, local marketing of the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, and adherence to the process and guidelines as BPPI deems advisable.

#### **6. Selling other medicines & products**

The Applicant, NGO's/Charitable institutions/Reputed professional bodies/organizations will be allowed to sell generic medicines which are not included in the list of medicines supplied by BPPI with prior information and approval of BPPI

#### **7 Termination**

- i) BPPI shall be entitled to terminate this Agreement immediately forthwith in any one or more of the following events, by giving a notice in writing to the "APPLICANT":
- ii) If, in the opinion of BPPI, the performance of the "APPLICANT" is found to be unsatisfactory.
- iii) If the "APPLICANT" commits a breach of any of the terms and conditions of this

Agreement.

- iv) If there is any change (not acceptable to BPPI) in the constitution of the “APPLICANT” without the prior written consent of BPPI.
- v) If for any reason, the “APPLICANT” is prevented for a period of three months from performing any of his obligations under this Agreement.
- vi) If the “APPLICANT” is guilty of any conduct which, in the opinion of BPPI, is prejudicial to BPPI interest or BPPI principles of fair business practices.
- vii) If the “JAN AUSHADHISTOREAPPLICANT” assigns or purport to assigns its rights, interest or benefits or charge the benefits of the Agreement without obtaining the consent in writing of BPPI.
- viii) If the “APPLICANT” is declared insolvent or commit any act of insolvency or compound or enter into a scheme of compromise with their creditors.
- ix) If the “APPLICANT” is charged with committing breach of any law of India or any anti bribery or anti-corruption legislation as the case may be.

## **8 Confidential Information**

THE APPLICANT acknowledges that BPPI will from time to time provide THE APPLICANT with information that is confidential in nature and that if disclosed to third parties might adversely impact the ability of BPPI to remain competitive. THE APPLICANT agrees that, unless otherwise determined BPPI, the marketing strategies and programs developed by BPPI shall be treated as confidential until publicly disseminated in accordance with the instructions of BPPI. THE APPLICANT shall not disclose any confidential information to any person other than THE APPLICANT'S employees as may be necessary to discharge the assigned duties of Pradhan Mantri Bhartiya Janaushadhi Kendra operations, and THE APPLICANT agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

## **9. Force Majeure**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of god, civil commotion, strikes, acts of terrorism etc.

## **10. Dispute Resolution**

This agreement shall be deemed to have been made/executed at Delhi for all purpose. In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be amicably, the same shall be referred to the sole arbitrator to be appointed by the President of BPPI of the first party under the arbitration and conciliation Act, 1996. The award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be at Delhi.

## **11. Governing Law/Jurisdiction**

The applicable law governing this agreement shall be the laws of India and the court of Delhi



shall have the exclusive jurisdiction to try any dispute with respect to this agreement

IN WITNESS THEREOF, the undersigned being duly authorized thereto by the respective parties have hereto signed this MOU

Signed at ..... on this....., 2016 in three originals each in English.

( )

(Shri .....)

( )

Name & Designation

Head/In-Charge of

CEO/Director, Department

of -----,

Bureau of Pharma Public

Sector Undertakings of

-----

(Nominated Agency)

India (BPPI)

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Govt. of .....

In presence of

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