

कार्यालय बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी,  
नगरपालिक निगम जगदलपुर, जिला बस्तर (छ.ग.)

Website – [www.nagarnigamjagdalpur.in](http://www.nagarnigamjagdalpur.in) Email– [urbanbastar@gmail.com](mailto:urbanbastar@gmail.com)

RFP NOTICE

क्रमांक / 2030 /ब0जि0शा0सा0सो/सीडीसी-एसडीडी/2021 जगदलपुर, दिनांक 17.08.2021

बस्तर जिला शहरी सार्वजनिक सोसायटी, जगदलपुर द्वारा सिटी डायग्नोस्टिक सेंटर संचालन हेतु आमंत्रित सिस्टम निविदा क्र. 81136 एवं मुख्यमंत्री सस्ती दवा दुकान योजना क्र. 81141 को सिस्टम में निविदा को निरस्त कर उनके स्थान पर निम्नानुसार निविदा आमंत्रित किया जाता है:-

S.T.No	कार्य का विवरण	अमानत राशि
81699	Request for proposal for selection of service provider for operation & maintenance of diagnostic centers under city diagnostic centre scheme in jagdalpur, bastar	Rs. 10.00 Lakh
81700	Request for proposal from organizations for Establishment of fair price outlets for medicines, Consumables etc at selected shops at jagdalpur city	Rs.02.00 Lakh

निविदा प्रपत्र पर ऑनलाइन वेबसाईट (Main Protal: <http://eproc.cgstate.gov.in>) पर दिनांक 13.09.2021 को सांय 5.30 बजे तक देखे/कय एवं निविदा की कार्यवाही किये जा सकते हैं। अन्य विवरण एवं विस्तृत निविदा विवरण उपेक्त वेबसाईट एवं निगम के वेबसाईट [www.nagarnigamjagdalpur.in](http://www.nagarnigamjagdalpur.in) एवं नगरीय प्रशासन एवं विकास विभाग के वेबसाईट <http://uad.cg.gov.in> मे भी देखी जा सकती है।

सचिव

बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी  
नगरपालिक निगम जगदलपुर

पू0 क्रमांक / 2031 /ब0जि0शा0सा0सो/सीडीसी-एसडीडी/2021 जगदलपुर, दिनांक 17.08.2021  
प्रतिलिपि:-

1. सचिव, छ.ग.शासन, नगरीय प्रशासन एवं विकास विभाग, मंत्रालय, नवा रायपुर अटल नगर की ओर सादर सूचनार्थ।
2. मुख्य कार्यपालन अधिकारी, राज्य शहरी विकास अभिकरण छत्तीसगढ़, नवा रायपुर अटल नगर, जिला रायपुर की ओर सादर सूचनार्थ।
3. मान.महापौर, नगरपालिक निगम जगदलपुर की ओर सादर सूचनार्थ
4. मान. अध्यक्ष (स्पीकर), नगरपालिक निगम जगदलपुर की ओर सादर सूचनार्थ।
5. कलेक्टर, जिला-बस्तर, जगदलपुर एवं अध्यक्ष, बस्तर शहरी सार्वजनिक सर्विस सोसायटी, जगदलपुर की ओर सादर सूचनार्थ।
6. मान0 सभापति, आवास पर्यावरण एवं लोक निर्माण विभाग समिति, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
7. नेता प्रतिपक्ष, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
8. प्रोग्रामर डाटा सेंटर, संचालनालय नगरीय प्रशासन एवं विकास छ.ग., नया रायपुर की ओर संचालनालय के वेबसाईट में अपलोड कर हेतु अग्रेषित।
9. सम्पादक/संवाददाता ..... समाचार पत्र रायपुर/जगदलपुर। आपके समाचार पत्र में दिनांक ..... के अंक में एक बार 02 कॉलम 06 सेमी साईज में एक बार प्रकाशित करवायी जाकर प्रकाशित समाचार की तीन-तीन प्रतियों सहित देयक भुगतान हेतु प्रस्तुत करें।
10. श्री सुमित महापात्र, जनसंपर्क, नगरपालिक निगम जगदलपुर की ओर शासन के निर्देशानुसार एक बहुप्रसारित राज्य स्तरीय एवं एक राष्ट्रीय दैनिक समाचार पत्र में प्रकाशित किये जाने हेतु तीन-तीन प्रतियों में प्रेषित है। समाचार पत्र में प्रकाशन उपरांत प्रकाशित समाचार पत्र की दो-दो प्रति कार्यालय में प्रस्तुत करेंगे।

सचिव

बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी  
नगरपालिक निगम जगदलपुर



**REQUEST FOR PROPOSAL FROM ORGANISATIONS FOR  
ESTABLISHMENT OF FAIR PRICE OUTLETS FOR MEDICINES,  
CONSUMABLES ETC AT SELECTED SHOPS AT JAGDALPUR  
CITY**

**Secretary , Bastar Jila Urban Public Service Society  
Office Municipal Corporation Jagdalpur**

**Issued on – .....**  
**.....**

**Phone: +91 9285006101**  
**e-mail address: [jagdalpurnagarnigam@yahoo.com](mailto:jagdalpurnagarnigam@yahoo.com)**  
**website : <https://eproc.cgstate.gov.in> & [uad.cg.gov.in](http://uad.cg.gov.in)**

**BASTAR JILA URBAN PUBLIC SERVICE SOCIETY JAGDALPUR**

**NOTICE INVITING e-TENDER**

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**NIT No. 06 . Date:- 16.08.2021**

**S.T. No. 81700**

Request for Proposal from Organisations for Establishment of Fair Price Outlets for Medicines, Consumables etc at Jagdalpur city under state sponsored SastiDawa Dukan Yojna (SDDY)

The document containing the scheme and the eligibility criteria of the applicants may be obtained from the web site <https://eproc.cgstate.gov.in> & [uad.cg.gov.in](http://uad.cg.gov.in)

Interested Organizations may attend a Pre-BID meeting to be held <https://meet.google.com/bmc-mnax-uxb> through VC the link of which will be shared in website and uploaded in <https://eproc.cgstate.gov.in> & [uad.cg.gov.in](http://uad.cg.gov.in) & [nagarnigamjagdalpur.in](http://nagarnigamjagdalpur.in) Website The last date of receipt of Proposals in the prescribed format online provided in the document for the scheme is SDDY any amendment / corrigendum /other information related to this RFP will be published only on <https://eproc.cgstate.gov.in> & [uad.cg.gov.in](http://uad.cg.gov.in) Website . Bidders are advise to visit website on regular basis for the same.

Sd/-

Secretary

## Office of the Bastar Jila Urban Public Service society

Office of the Urban Public Service Society invites e-tender for the Selection of Private Partner for establishment of Establishment of Fair Price Outlets for Medicines, Consumables etc at Jagdalpur city under state sponsored SastiDawa Dukan Yojna (SDDY) through online eprocurement portal are provided as under .

### I.PreELIGIBILITY CRITERIA OF THE ORGANIZATION FOR SUBMISSION OF PPLICATION

The eligibility criteria for application of intending organizations for consideration of selection of the Organization for operation and management of SDDY in selected city .

1. The bidder shall have a minimum of 03 years experience in managing a Retail Chemist Outlet **or** as a Wholesaler/Distributor in the pharmaceutical trade in the State Chhattisgarh..  
**or**  
Organizations operating in Chhattisgarh and registered under The Societies Registration Act/The Indian Trust Act and engaged in activities in the pharmaceutical sector (medicines etc) will also be eligible for submitting application.
2. The Organization must be holding valid license issued under the provisions of the Drugs & Cosmetics Act as on the date of submission of the application
3. The Organization has not been blacklisted / convicted by any appropriate authority and / or the Central/State/ local government /drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and concern The Drugs and Cosmetic Rules/bylaws , as amended hereafter (Declaration duly Notarized shall be submitted by the applicant along with the application) .
4. The Organization has not been blacklisted by any appropriate authority and / or the Central/State/ local government
5. The Organization should have a minimum sales turnover in aggregate of last two financial years ending March 2020 as follows :
  - a. *For organizations with existing Retail Chemist Outlet*  
The sales turnover of the organization must not be below Rs. one crore (1 crore) in aggregate of the last two financial years ending March 2020 (copy of audited Balance Sheet , Income & Expenditure and P/L accounts are required to be submitted by the applicant)
  - b. *For other organization (existing wholesaler/Distributor of pharmaceutical trade)*  
The sales turnover of the Organization must not be below Rs. Two crore (2 crore) in aggregate of the last two financial years ending March 2020 (copy of audited Balance Sheet , Income & Expenditure and P/L accounts are required to be submitted by the applicant)

## **II.INSTRUCTION TO BIDDERS:-**

- A. General guidance for e-Tendering:** Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the State Government e-Procurement System, through logging on to <https://.....> (the web portal of Chhattisgarh Tenders maintained by NIC). The organization / agencies is required to click on the link for e-Tendering site as given on the web portal. For other general and technical guidance related to Digital Signature Certificate (DSC) , search & download N.I.T. & Tender Document(s) , etc bidders may visit portal and read instruction manual appendix .....
- B. Submission of Tenders:** Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).  
The bidders are advised to submit the bids well in advance of the time as BJUPSS will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.

### **D.1. Technical Proposal: “Bid-A-Technical Bid”**

The Technical proposal should contain the following documents in PDF format named as “**Bid-A Technical Bid**”: (All Annexure to be properly filled, scanned in readable format, digitally signed and uploaded as mentioned)

**Annexure I:** Covering Letter.

**Annexure II:** Duly filled in “**Application Format**” for the Organizations intending to apply for the scheme

**Annexure-III-** Declaration duly Notarized stating: ‘**This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws**’

**Annexure-IV-** Format of undertaking regarding compliance with terms of scheme

**Annexure-V-** Checklist of documents submitted with the Technical Bid

**General Documents:**

- i. Copy of Registration Details of the Organization
- ii. Memorandum & Article of Association (if applicable) iii. Copy of the partnership deed if it is a partnership firm
- iii. Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2020
- iv. Copies of all relevant licenses

**D.2. Financial Bid Submission “Bid-B-Financial Bid”**

- i. Financial bid must be submitted in prescribed mode of e-tender process in Bill of Quantity (BOQ) through web portal .
- ii. The Bidding criteria as Percentage Discount on MRP shall be quoted separately for each of the facility as per format in financial bid as specified in financial bid document.
- iii. It is to be noted that, the rate quoted in the BOQ shall be treated as final.

**E. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder shall be in English.

**F. Clarifications and queries; addenda**

1. If the Bidder requires any clarification on the Tender Documents, it may notify the Department in writing, provided that all queries or clarification requests should be received on or before the date and time mentioned in the Tender Notice.
2. BJUPSS will endeavour to respond to any request for clarification or modification of the Tender Documents that it receives, no later than the date specified in the Tender Notice. The responses to such queries shall published on web site only . The Department’s written responses (including an explanation of the query but not identification of its source) will be made available to all Bidders through web portal only.
3. Notwithstanding the above clause the BJUPSS reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Department to respond to any query or to provide any clarification.
4. Department, may on its own motion, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by Department shall be issued at least 4 days prior to the Bid Due Date.
5. Verbal clarifications and information given by the BJUPSS, or any other person for or on its behalf shall not, in any way or manner whatsoever Be binding on the BJUPSS.

6. In evaluating the Financial Bids, BJUPSS may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to Department within the time specified .
7. If a Bidder does not provide clarifications sought by Department within the prescribed time, Department may reject its Bid. In the event that Department choose not to reject the Bid, Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation made by the Department.
8. No change in the Premium quoted (% discounts offered on MRP) or any change to substance of any Bid shall be sought, offered or permitted.

**G. Amendment of Tender Documents**

1. Up until the date that is prior to the Bid Due Date, Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder in writing amend the Tender Documents by issuing an Addendum/Corrigendum. The Addendum/ Corrigendum shall be in writing and shall be uploaded on the relevant website.
2. Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/ Corrigendum. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.
3. In order to afford the Bidders reasonable time in which to take the Addendum/Corrigendum into account in preparing the Bid, Department may, at its discretion, extend the Bid Due Date, in which case, Department will notify the same where the tender has been published.
4. Any oral statements made by Department or its advisors or its agency regarding the quality of services to be provided or arrangements on any other matter shall not be considered as amending the Tender Documents.

**H. No Correspondence**

Same as provided in these Tender Documents, Department will not entertain any correspondence with the Bidders.

**I. Validity of Bids**

1. The Bid shall remain valid for a period of 180 days (One Eighty Days) from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being nonresponsive.
2. In exceptional circumstances, Department may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing.
3. The financial references made in the Bid shall be Only in Indian Rupees and up to two decimal places.

## **J. Bidders Responsibility**

It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this NIT. In addition the bidder must go through the Terms & Conditions of the bid uploaded in the tender portal. Any failure or omission in the submission of bid documents shall not be considered and may be liable for cancellation. In addition to this bidders are advice to read all scheme related document and terms and condition related to rented property of Municipal Corporation.

All the relevant Annexure of both Technical & Financial Bid should be uploaded in E-tender web portal on Organization's Letter head after being duly authenticated as prescribed in the Tender Document.

## **III. SELECTION OF SUCCESSFUL BIDDER & AWARD OF CONTRACT**

### **Once the Financial Bids of the Eligible Bidders have been opened and evaluated:**

1. Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
2. Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

### **A. In selecting the Successful Bidder, the objectives of Department is to select a Bidder that:**

1. is an Eligible Bidder;
2. has submitted a substantially responsive Financial Bid; and
3. has quoted the Highest discount on printed MRP of Medicines and Consumables .

### **B. All or any of the facility decided by Department has to be bid to attain administrative efficiency and increasing the competition among bidders. The Distribution/Allocation of the shops to the eligible bidders will be as follows:**

1. Each bidder may bid for all the shops as determined by the Department
2. The Highest bidder (H-1) for the city will be awarded the bid.
3. If due to some reason, the highest bidder is not ready to accept the bid, the second Highest bidder (H2) will be given the chance to match the rate of the Highest bidder and H2 will be awarded the bid if they agree to do so.
4. If H2 is not ready to match H1, the third highest bidder (H3) among all bidders will have the right to be awarded the bid if they agree to match HI quote and so on.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**. Award or Selection will be made to the technically successful Bidder offering HI Discounted rate Selection of bidder shall be done for each city separately based on financial & technical evaluation criteria.



#### **IV. RIGHTS OF THE DEPARTMENT & CONFIDENTIALITY AND PROPRIETARY DATA**

The BJUPSS has the right, in its sole discretion and without any liability of whatsoever nature to the Bidders, to:

1. Accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s)
2. Accept the highest or any Bid;
3. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
4. The Tender Documents, and all other documents and information that are provided by Department are and shall remain the property of Department and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
5. Department shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out expressly in these Tender Documents.
6. The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising Department or such Bidder on or matters arising out of or concerning the Bidding Process.
7. Except as stated in these Tender Documents, Department will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. Department may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or Department or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

#### **V. DISQUALIFICATION CRITERIA FOR THE BIDDERS:**

**1. Canvassing:** If the bidder undertakes any canvassing any manner to influence the process of selection of successful bidder or the issuance of the Notification of Award, such bidder shall be disqualified.

**2. Misrepresentation by the Bidder:**

The BJUPSS reserves the right to reject any bid if:

- i. At any time, a material misrepresentation is made by the bidder; or

- ii. The bidder does not provide, within the time specified by the BJUPSS , the supplemental information sought by the Department for evaluation of the bid.

If it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, the Bidder in the opinion of the Department has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the NoA. If the Bidder, has already been issued the NoA or it has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in these Tender Documents, be liable to be terminated, by a communication in writing by the Department to the Bidder, without the Department being liable in any manner whatsoever to the Bidder.

- a. The Bidder and their respective partners, officers, employees, agents, successful bidder, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Department shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process and during the Contract Period

Furthermore, the Bidder shall not be eligible to participate in any Bidding Process for any other project of the Department for a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- b. Necessary action will be taken against the Bidder for any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, under applicable laws.

## **VI. GOVERNING LAW AND DISPUTE RESOLUTION**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The tender document for this may be downloaded from the website –<https://eproc.cgstate.gov.in> & [uad.cg.gov.in](http://uad.cg.gov.in) **in the Tender section**

The Technical bids will be evaluated by the Tender Committee duly constituted by the BJUPSS. Financial bids of only the technically qualified bidders shall be opened. The following schedule will be observed in this regard

## **TERMS OF REFERENCE RELATED TO RFP PROCESS**

**The Department of Urban Public Services Society, invites e-tender for the Selection of Private Partner for establishment of Fair Price Out late for Medicines relating to this e tendering instructions may be followed by the organisations:-**

- 1) Please read this scheme document carefully before submission of the application.
- 2) Complete sets of tender documents will be available for free download by interested bidders from e-procurement web portal .
- 3) It will be in the interest of the bidders to familiarize themselves with the eProcurement system to ensure smooth preparation and submission of the tender documents.
- 4) The bidders are advised to submit the bids well in advance of the deadline as the Department shall be not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.
- 5) Bids can be submitted through the e- procurement portal only. The bidders are requested to upload readable quality pdf. file so that it could be convenient to examine for evaluation process.

**A. PROCEDURE FOR DEPOSIT OF EMD-** Earnest money of Rs.2,00, 000.00 (Two Lakh Rupees) only have to be deposited in form of FDR/DD in favour of Secretary, Bastar Jila Urban Public Service Society Jagdalpur.

### **1. Process of EMD payment:**

- a) A bidder desirous of taking part in a tender invited by aBJUPSS have to submit EMD as specified above along with technical bid envelop .

### **2. Refund /Settlement Process of EMD:-**

- i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders to concern authority .
- ii) On receipt of the information from the e-procurement portal, the concern authority will refund, through a well-defined process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank accounts/ Address.
- iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the H1 and H2 bidders will refunded, through as above explained process, to the respective bidders' bank accounts/ Address However, the H2 bidder should not be rejected till the LOI Process is successful.
- iv) If the H1 bidder accepts the LOI / offer letter and the same is processed, EMD of the H2 bidder will be refunded through above defined process.
- v) As soon as the H1 bidder is awarded the contract (AoC) and the same is notified to bidders and this EMD will converted to Security Deposit as defined in agreement.

**3. Other information:**

- a. Technical Bid in Technical and Financial Bid in Financial folder both duly digitally signed are to be submitted as per procurement portal guideline.
  - b. The Technical documents and Financial Bid should be submitted online on or before **as per fact sheet. A copy of Technical bid only along with EMD envelop must be submitted to BJUPSS address as defined in fact sheet through speed post only .**
  - c. The Financial Bid of the prospective Bidder will be considered only if the EMD and Technical Documents found qualified by the Tender Committee. The decision of the Tender Committee will be the final and absolute in this respect. The list of the qualified Bidders will be displayed in the website and schedule date & time for opening of Financial Bid also be displayed in the website.
  - d. **Cost of Earnest Money:**The earnest money is to be deposited in the prescribed time and manner as defined in this document. No bidder is exempted from Earnest Money. The earnest money of the bidder will liable to be forfeited if the bidder withdraws his tender as a whole or for any particular item or items at any stage after the opening of the tender, or fails / refuses to enter into written agreement for any of all of the items of his accepted tender within the time specified when requested to do so/fails to furnish Performance Bank Guarantee within the stipulated time.
  - e. The account of BJUPSS will be utilized as the authorized account on behalf of the BJUPSS of the Department for any accounting purpose if it so arises during the process of tendering and thereafter.
4. Financial bid must be submitted in prescribed mode of e tender process through web portal.
  5. The last date for submission of application (hard copy) is defined in fact sheet.
  6. If any of the documents as asked for are not submitted along with the application, the application form submitted by the applicant may be rejected.
  7. Interested Organization may attend Pre-BID meeting as mentioned **in Fact sheet.**
  8. Interested Organizations desiring to undertake physical inspection of the shops before submission of the Proposals as well as for any clarification, if required, relating to filling of **application may contact over Phone no .....between Monday and Friday (10.30am – 5.00pm)**

**Name of location and other details of shop identified for fair price shop**

S. No.	Name of area with ward number and landmark	Shop Built-up Area	Fixed rent in @2 Rs per SqFt as per scheme guide line
01.	Mahatma Gandhi Ward No. 22 Geedam Road, Kanjhi House Bhawan, Jagdalpur	1190 Sqft.	2380.00
02.	Civil Line Ward No. 07, Shop Near Lalbagh Ground, Jagdalpur	1150 Sqft.	2300.00


## Fact Sheet

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	16-08-2021
2.	Pre Bid Meeting, (through VC the link of which will be shared in website and uploaded in <a href="https://meet.google.com/bmc-mnax-uxb">https://meet.google.com/bmc-mnax-uxb</a> )	02-09-2021 Time- 12:30 p.m. to 01:30 p.m.
3.	Last date of Receipt of any query by the private partner in relation to tender documents	01-09-2021 Time-05:30 p.m.
4.	Date of incorporation of amendments, if any	06-09-08-2021 Time-05:30 p.m.
5.	Bid submission start date (On line)	16-08-2021 Time-05.00 p.m.
6.	Bid Submission closing (On line)	13-09-2021 Time-05:30 p.m.
7.	Last date of submission of hard copies of Technical Bids	14-09-2021 Time-05:30 p.m.
8.	Bid opening date for Technical Proposals (Online)	15-09-2021 Time-11:00 a.m.
9.	Date for opening of Financial Proposal (Online)	To be announced later



## **Glossary**

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the Tender Documents shall have the meanings ascribed to it in the Main Contract.

<b>FPMS</b>	Fair Price Medicine Shops
<b>SDD</b>	SastiDawaDukaan
<b>SDDY</b>	SastiDawaDukaan yojana – A state sponsored scheme for FPMS
<b>UPSS</b>	Urban Public Service Society
<b>BID</b>	Means each proposal submitted by a Bidder, including a Financial Bid, to be eligible for and to be awarded the Contract; and <b>Bids</b> shall mean, collectively, the Bids submitted by the Bidders.
<b>Bid Due Date</b>	Means the last date for submission of the Bids as specified in the Tender Notice, and as may be amended from time to time.
<b>Bidder</b>	Means a person that submits a Bid in accordance with the Tender Documents; and the term <b>Bidders</b> shall be construed accordingly.
<b>Bidding Process</b>	Means the bidding process that is being followed by the State Nodal Agency for the award of the Contract, the terms of which are set out in these Tender Documents.
<b>Agreement</b>	Means, contract to be signed between the Department and the selected bidder.
<b>Financial Bid</b>	Means discount percentage offered on MRP value( in rupees) of Medicine, consumables etc. submitted / quoted by the Bidder.
<b>GoI</b>	Means the Government of India.
<b>NOA</b>	Notification of award
<b>Rupees or INR</b>	Means Indian Rupees, the lawful currency of the Republic of India.
<b>Service Area</b>	Means the city for which this tender is applicable
<b>Tender Committee (TC)</b>	Committee formed by the Departmentm(BJUPSS) for Selection of Partner
<b>Successful Bidder</b>	Means the Eligible Bidder that has been selected by BJUPSS.
<b>Tender Documents</b>	Means these tender document issued by BJUPSS

## 1. Project Background

2. Medicines constitute an extremely important and considerably large component of health and medical care services in the public health sector in our city. Government and Citizens spends a sizeable amount of the total health budget for medicines. The budgetary allocation for procurement of medicines showed a significant increase over the previous years to ensure greater availability of generic medicines for free supplies to a large section of patients treated in the government hospitals. However, despite such importance attached to medicines, the government is still confronted with issues of greater access to good quality of medicines by the people at affordable cost, as well as, an organized supply and delivery system to cater to the needs of the people at decentralised levels in accessible in periphery of their residence specially near primary, secondary and tertiary health care facilities across the state.
3. In the above scenario, patients are dependent, to a large extent, on the private retail pharmacy outlets operating near by the hospitals/ nearby residence / prominent commercial area. Information and reports indicate that these retail outlets have sizeable business volume through the sales of a range of branded medicines at market price to the patients seeking treatment in these government and private hospitals. The Hospital Authorities have neither any control on the pricing of these brands to make these available at lower than the market price and at affordable cost to the patients of the hospital nor can institute its own monitoring mechanism to check, on an ongoing basis, the quality of the medicines being sold in these outlets.
4. In order to meet the challenge of improved access to good quality medicines, consumables etc by the patients at large at affordable price round the clock/ business hours , it was felt necessary to create a secondary source of supply outlets under this a state sponsored scheme to ensure round the clock availability of products at pre approved discounted rates over the MRP, much lower than the market price. Accordingly, the GoCG/ BJUPSS/ Municipal corporation has started taking initiatives to involve suitable and competent private sector organizations and use their strengths for establishment for operation of Fair Price Outlet for the benefit of the patients.
5. The FPMS running under this scheme will also be known as "Sasti Davadukaan" and this will be displayed and branded (as approved by BJUPSS) in each outlet being operated under state sponsored scheme.

## 2. Purpose of the scheme

The purpose of this scheme is to ensure round the clock/Business hour availability of quality medicines, consumables, surgical items etc at pre-approved discounted rates over the Maximum Retail Price (MRP) to provide utmost benefits through the FPMS in various location of city.

## 3. Products and Services to be delivered

- a. The Private Sector Partner (PSP) selected based on pre defined selection process and operating the fair price retail outlet will mandatorily stock and sell the items provided below under A.
- b. In case of medicines, the fair price outlet shall procure and sell all items under Generic Form as per mandatory list of items .

- c. Apart the above mentioned items, the fair price outlet shall be allowed to procure and sell Generic/Branded Generic Medicines (Duly Pre approved by BJUPSS) for formulations other than the list of mandatory to meet the requirements of the customers. In addition, if the generic version for any of the above referred mandatory items is not available, such items may be procured and sold under Branded Medicines in discounted rates.
- d. In addition to the list of mandatory items list of other items to be stocked and sold to the customer in all the fair price outlets will comprise of the following:
- Medical Consumables and surgical items
- e. The fair price outlet shall also be permitted to stock and sell the following items other than those mentioned above:
- Health Drinks/ Nutritional Supplements
  - Baby products --- Baby powder, soap, cream, shampoo, lotion, oil
  - Sanitary Napkins
  - Contraceptive
  - Herbal Medicine and other product of Chhattisgarh herbal Brand Manufactured under control of department of Forest, GoCG
- f. All items items in the FPMS will be sold at pre-approved discounted rates much lower than the MRP as described in the pricing policy of this scheme under Section 7.
- g. The Procurement Policy and quality assurance system that need to be complied by the PSP are provided under Section 6 and Section 8 respectively.
- h. **The PSP shall not stock and sell any of the medicines/items banned under the Notifications issued by the Government of India (GoI) or GoCG.**

A. List of medicines and consumables under mandatory list:

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
1	Analgesic and antipyretic /Muscle relaxant	Aceclofenac + Paracetamol (100 mg + 325 mg) Tablets
2	Analgesic and antipyretic /Muscle relaxant	Aceclofenac 100 mg Tablets
3	Analgesic and antipyretic /Muscle relaxant	Diclofenac 50 mg+ paracetamol 325 mg+ chlorzoxazone 500 mg tablets
4	Analgesic and antipyretic /Muscle relaxant	Diclofenac Gel ( Diclofenec Diethylamine
5	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium + Serratiopeptidase
6	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium (SR) Tablets 100 mg
7	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium 50 mg Tab
8	Analgesic and antipyretic /Muscle relaxant	Ibuprofen film coated Tablets 200mg
9	Analgesic and antipyretic /Muscle relaxant	Ibuprofen Tablets 400mg
10	Analgesic and antipyretic /Muscle relaxant	Nimesulide 100 mg Tab
11	Analgesic and antipyretic /Muscle relaxant	Paracetamol + Diclofenac Sodium (325 mg
12	Analgesic and antipyretic /Muscle relaxant	Serratiopeptidase Tablets 10 mg
13	Analgesic and antipyretic /Muscle relaxant	Paracetamol Tablets 650 mg
14	Analgesic and antipyretic /Muscle relaxant	Aceclofenac 100 mg + Paracetamol 325 Mg + Serratiopeptidase
15	Analgesic and antipyretic /Muscle relaxant	Paracitamol 500 mg Tablet
16	Analgesic and antipyretic /Muscle relaxant	Mefenamic Acid Suspension 100 mg/5ml
17	Analgesic and antipyretic /Muscle relaxant	Paracitamol 250 mg Syp
18	Analgesic and antipyretic /Muscle relaxant	Mefenamic acid 500 mg + paracetamol
19	Analgesic and antipyretic /Muscle relaxant	Paracitamol 125 mg drops

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
20	Analgesic and antipyretic /Muscle relaxant	Nimesulide Gel
21	Analgesic and antipyretic /Muscle relaxant	Dicyclomine 10mg + Mefenamic 250 mg
22	Analgesic and antipyretic /Muscle relaxant	Paracetamol I.P. 125 mg:
23	Anti fungal	Soframycin ointment
24	Anti fungal	Quadiderm Ointment
25	Anti fungal	CLOTRAMAZOLE
26	Anti fungal	COTRIMOXAZOLE
27	Anti fungal	Miconazole Ointment
28	Antiallergic Drugs	Levocitrizen Tab
29	Antiallergic Drugs	PROMETHAZINE Tab/Syp
30	Antiallergic Drugs	LEVOCETIRIZINE HCL+MONTELUKAST SODIUM
31	Antiallergic Drugs	CHLORPHENIRAMINE
32	Antiallergic Drugs	Montilucas Tab/syrup
33	Antiallergic Drugs	Fexofenadin 120/180 mg Tablet
34	Antiallergic Drugs	Dexamethoson Inj
35	Antiallergic Drugs	Pheniramline Inj
36	Antiallergic Drugs	Epinephrine HCL inj
37	Antiallergic Drugs	Prednisolone Tab/Inj
38	Antiallergic Drugs	Fexofenadin 30 mg drops
39	Antiinfective Drugs	LEVOFLOXACIN 500MG TABLET.
40	Antiinfective Drugs	LEVOFLOXACIN 5 MG/ ML
41	Antiinfective Drugs	Azithromycin 250/ 500 mg tab/ Syp/ Drops
42	Antiinfective Drugs	Cefotaxime Sodium Injections 500 mg
43	Antiinfective Drugs	Cefotaxime Sodium Injections 250 mg
44	Antiinfective Drugs	Cefpodoxime 100 mg
45	Antiinfective Drugs	Ciprofloxin 250 tablet
46	Antiinfective Drugs	Ciprofloxin 500 tablet
47	Antiinfective Drugs	Cephalexin 125 mg DT
48	Antiinfective Drugs	Cephalexin 250 mg Tab
49	Antiinfective Drugs	Cephalexin 500 mg Tab
50	Antiinfective Drugs	Ceprofloxacin 250 mg+ Tinidazole
51	Antiinfective Drugs	Diclofenac Gel
52	Antiinfective Drugs	Norfloxacin 400 mg+Tinidazole 600mg Film Coated Tablets



<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
53	Antiinfective Drugs	Ofloxacin + Ornidazole (200 mg + 500 mg) film coated Tablets
54	Antiinfective Drugs	Ofloxacin 200 mg film coated Tablets
55	Antiinfective Drugs	Ofloxacin 400 mg film coated Tablets
56	Antiinfective Drugs	Ondenestron Tablet
57	Antiinfective Drugs	Ondenestron Drop/ syp
58	Antiinfective Drugs	Vancomycin Intravenous Infusion
59	Antiinfective Drugs	Fluconazole 150 mg Tablets
60	Antiinfective Drugs	Amoxycillin Potassium clavaneT 228.5 mg Tablet/Syp
61	Antiinfective Drugs	Metronidazole 5 mg / ml Infusion
62	Antiinfective Drugs	Albendazole (200 mg / 5ml) Syrup
63	Antiinfective Drugs	Albendazole 400mg Tabs
64	Antiinfective Drugs	Metronidazole Film Coated Tablets
65	Antiinfective Drugs	Metronidazole Tablets 400 mg
66	Antiinfective Drugs	Ornidazole 500 mg film coated Tablets
67	Antiinfective Drugs	Arteether 150 mg / 2ml inj
68	Antiinfective Drugs	Chloroquine Phosphate 250 mg film
69	Antiinfective Drugs	Primaquine Tablets 7.5/ 15 mg
70	Antiinfective Drugs	Ketoconazole Tablets 200 mg
71	Antiinfective Drugs	Amoxycillin And Potassium Clavulanate syp
72	Antiinfective Drugs	Clindamycin Inj 300 mg / 2 ml
73	Antiinfective Drugs	Ofloxacin Infusion 200 mg /100 ml
74	Antiinfective Drugs	Ivermectin Tablets 12 mg
75	Antiinfective Drugs	Syrup - Cefuroxime 125 mg
76	Antiinfective Drugs	Cephalexin 125 mg/5ml dry syrup
77	Antiinfective Drugs	Levofloxacin 500 mg Infusion / IV
78	Antiinfective Drugs	Cefpodoxime proxetil 50 mg
79	Antiinfective Drugs	Ofloxacin 200 mg + Ornidazole
80	Antiinfective Drugs	Cefuroxime 125 mg tablet
81	Antiinfective Drugs	Clarithromycin 250 mg tablet
82	Antiinfective Drugs	Avil Tab/ Injection
83	Antiinfective Drugs	Chlorpheneramin malet+Phelenamine Syp/ Drops
84	Antiinfective Drugs	Amikacin Inj
85	Antiinfective Drugs	Ampicillin 250/500 Cap/inj
86	Antiinfective Drugs	Benzyle Penicillin Inj

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Releted to</b>	<b>Name of the medicine</b>
87	Antiinfective Drugs	levamisole hydrochloride Tab
88	Antiinfective Drugs	ROXITHROMYCIN
89	Antiinfective Drugs	Bromhexine Syp
90	Antiinfective Drugs	Diethyl Carbamazine Citrate Tab
91	Antiinfective Drugs	Rifampcine Tab
92	Antiinfective Drugs	Quinine Tab/Inj
93	Anti Septic Drugs	CHLORHEXIDINE Solution
94	Anti Septic Drugs	Ethonol (Spirit)
95	Anti Septic Drugs	Sodium hypochloride powder
96	Anti Septic Drugs	Glycerine sodium Chloride
97	cardio vascular system	TELMISARTAN 40 MG
98	cardio vascular system	TELMISARTAN + AMLODIPINE
99	cardio vascular system	TELMISARTAN 40 MG + HYDROCHLOROTHIAZIDE 12.5 MG
100	cardio vascular system	Ecosprin 75/150 Tab
101	cardio vascular system	Sorbitrate Tab
102	cardio vascular system	Aspirin Tab
103	cardio vascular system	Clopidergel tab
104	cardio vascular system	Dipyridamole Tab
105	cardio vascular system	Apixaban Tab
106	cardio vascular system	heparin Tab
107	cardio vascular system	Enalpril Tab
108	cardio vascular system	lisinopril Tab
109	cardio vascular system	Ramipril Tab
110	cardio vascular system	ATORVASTATIN 10 MG
111	cardio vascular system	ATORVASTATIN 20MG
112	cardio vascular system	TENELIGLIPTIN
113	cardio vascular system	CILNIDIPINE 20 MG
114	cardio vascular system	RAMIPRIL 2.5 MG/5 MG
115	cardio vascular system	CARVEDILOL 3.125MG TAB
116	cardio vascular system	CARVEDILOL 6.25MG TAB
117	cardio vascular system	CARVEDILOL 12.5MG TAB
118	cardio vascular system	Atenolol 5/10 mg tab
119	cardio vascular system	Escitalopram 10 mg Tabs
120	cardio vascular system	Escitalopram 20 mg Tabs
121	cardio vascular system	S-Amlodipine Tablets 2.5 mg
122	cardio vascular system	Isosorbide Dinitrate Tab

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
123	cardio vascular system	Acetyl salicy Tab
124	cardio vascular system	Metoprolol
125	cardio vascular system	Nifedipine
126	Central nerve system	Alprazolam .25/.5 Tab
127	Central nerve system	Dizapam Tab
128	Central nerve system	ESCITALOPRAM 10 MG + CLONAZEPAM 0.25 MG TABS
129	Central nerve system	PHENYTOIN SODIUM
130	Central nerve system	FLUNARIZINE
131	Central nerve system	PREGABALIN
132	Central nerve system	PREGABALIN+NORTRYPTILLIN
133	Central nerve system	PREGABALIN 75 MG
134	Central nerve system	ESCITALOPRAM+CLONAZEPAM
135	Diabetes	Insulin Glargine 100 IU Injections (Novoratried/Lantus/Mixtard)
136	Diabetes	insulin aspart (NovoLog, FlexPen, Fiasp)
137	Diabetes	insulin glulisine (Apidra)
138	Diabetes	insulin lispro (Humalog)
139	Diabetes	insulin degludec (Tresiba)
140	Diabetes	insulin detemir (Levemir)
141	Diabetes	insulin glargine (Lantus)
142	Diabetes	insulin glargine (Toujeo)
143	Diabetes	NovoLog Mix 70/30 (insulin aspart protamine-insulin aspart)
144	Diabetes	Humalog Mix 75/25 (insulin lispro protamine-insulin lispro)
145	Diabetes	Humalog Mix 50/50 (insulin lispro protamine-insulin lispro)
146	Diabetes	Humulin 70/30 (human insulin NPH-human insulin regular)
147	Diabetes	Novolin 70/30 (human insulin NPH-human insulin regular)
148	Diabetes	METFORMIN+GLIMEPIRIDE
149	Diabetes	GLIMIPRIDE+METFORMIN HCL
150	Diabetes	GLIMEPIRIDE & METFORMIN HYDROCHLORIDE SUSTAINED RELEASE TABLETS
151	Diabetes	GLIMIPRIDE 2MG+METFORMIN 500
152	Diabetes	GLIMEPIRIDE HCL

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
153	Diabetes	Glipizide Tab
154	Diabetes	Metformin Tab
155	Diabetes	Pioglitazone Tab
156	Diabetes	acarbose Tab
157	Diabetes	Glibenclamide Tab
158	Drugs acting on Gastro-intestinal-tract	Domperidone Tablets 10 mg
159	Drugs acting on Gastro-intestinal-tract	Domperidone 5 mg / 5 ml Syrup
160	Drugs acting on Gastro-intestinal-tract	Antacid Tablets [Dried Al (Oh) 3 + Mg (Oh) 2 + Simethicone
161	Drugs acting on Gastro-intestinal-tract	Ispagula Husk Powder
162	Drugs acting on Gastro-intestinal-tract	Omeprazole + Domperidone
163	Drugs acting on Gastro-intestinal-tract	Omeprazole 20 mg Capsuls
164	Drugs acting on Gastro-intestinal-tract	Ondansetron Injection 2 mg/ml
165	Drugs acting on Gastro-intestinal-tract	Pantoprazole 20/ 40 mg
166	Drugs acting on Gastro-intestinal-tract	Rabeprazole + Domperidone Sr tab
167	Drugs acting on Gastro-intestinal-tract	Rabeprazole 20 mg Enteric
168	Drugs acting on Gastro-intestinal-tract	Ranitidine Tablets 150/300 mg Film Coated
169	Drugs acting on Gastro-intestinal-tract	Oral Rehydration Salts
170	Drugs acting on Gastro-intestinal-tract	Domperidone 30 mg + Pantoprazole
171	Drugs acting on Gastro-intestinal-tract	Doxylamine Succinate 10 mg + Pyridoxine Hcl 10 mg Tablets
172	Drugs acting on Gastro-intestinal-tract	Sucralfate Suspension 500 mg/5ml
173	Drugs acting on Gastro-intestinal-tract	Dicyclomine 10 mg + Paracetamol Tab/Syp/Drops
174	Drugs acting on Gastro-intestinal-tract	ESOMEPRAZOLE 20MG + DOMPERIDONE... 30MG
175	Drugs acting on Gastro-intestinal-tract	LAXATIVE SUSPENSION LIQUID PARAFIN +MILK OF MAGNESIA

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
176	Drugs acting on Gastro-intestinal-tract	SUCRALFATE
177	Drugs acting on Gastro-intestinal-tract	AMINO ACID
178	Drugs acting on Gastro-intestinal-tract	Enzyme Cap
179	Drugs acting on Gastro-intestinal-tract	Enzyme Syp
180	Drugs acting on Gastro-intestinal-tract	WHO Recommended ORS
181	Drugs for female reproductive organs	Norethisterone Tablets 5 mg
182	Drugs for female reproductive organs	Oxytocin Injection IP 5 iu /ml
183	endocrine gland including steroids & immunosuppressant	Gentamycin Inj
184	endocrine gland including steroids & immunosuppressant	Dexamycin inj
185	endocrine gland including steroids & immunosuppressant	Dexamethason 5 mg tab
186	endocrine gland including steroids & immunosuppressant	Nandrolone 50/100 mg injection
187	endocrine gland including steroids & immunosuppressant	THYROXINE SODIUM
188	endocrine gland including steroids & immunosuppressant	THYROXINE
189	Eye & ENT	Carboxy Methyl Cellulose Eye Drops 0.5% W/V
190	Eye & ENT	Xylometazoline 0.1 % W/V Nasal Drop
191	Eye & ENT	Sodium Chloride 0.65% W/V Nasal Drops
192	Eye & ENT	Oxymetazoline 0.5 mg /ml Nasal Drops
193	Eye & ENT	Timolol Maeleate 0.5 % Eye Drops
194	Eye & ENT	Ofloxacin Eye Drops 0.3% W/V
195	Eye & ENT	Tobramycin Eye Drops
196	Eye & ENT	Acyclovir Eye Ointment
197	Eye & ENT	Ciprofloxacin 0.3% W/V Eye drops
198	female reproductive organs	CLOMIPHENE +MELATONIN
199	female reproductive organs	Desogestrol Tab
200	female reproductive organs	Norethisterone Tab



<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
201	General	Sanitary pads
202	Local/General anaesthetics drugs	Vecuronium Bromide Injection 4 mg
203	Local/General anaesthetics drugs	Lignocaine Injection IP 2% w/v Lignocaine (Lidocaine)
204	Local/General anaesthetics drugs	Hydrochloride Gel IP 2% w/v
205	Local/General anaesthetics drugs	Atracurium Besilate Injection 25mg/2.5m
206	Respiratory tract	Deriphyline Injection
207	Respiratory tract	Deriphyline 150/300 Tab
208	Respiratory tract	Salbutamol Inhaler/ Tab
209	Respiratory tract	Budesonide (200mcg) Inhaler/ tab
210	Respiratory tract	Ipratropium (500 mcg) + Levosalbutamol (1.25 mg) Respules
211	Respiratory tract	Salbutamol 2 mg/5 mg syp
212	Respiratory tract	TERBUTALINE SUL+ BROMHEXINE GUAIPHENESIN & MENTHOL
213	Respiratory tract	TERBUTALINE GUAIPHENESIN AMBROXOL
214	Respiratory tract	Levosalbutamol Syp
215	Skin	Povidine ointment
216	skin	Povidone Iodine Solution
217	Skin	Calamine Diphenhydramine hydrochloride Lotion
218	Skin	Clobetasol (0.05 %w/w) + Salicylic Acid (3 %w/w) Ointment
219	Skin	NEOMYCIN, POLYMXIN B, BACITRACIN ZINC 5GM OINTMENT
220	Skin	CLOBETASOL PROPIONATE NEOMYCIN
221	skin	SILVER SULFADIAZINE&CLORHEXIDINE GLUCONATE CREAM 15GM
222	Skin	Clotrimazole (1 %w/w) + Beclomethasone (0.025 %w/w) + Neomycin Ointment (0.5 %w/w)
223	Thyroid	Thio amide Tab
224	Thyroid	Methimazole Tab
225	Thyroid	Levothyroxin Iodide Tab
226	Thyroid	Liothyronone Tab
227	Vitamins, minerals & Food Supplement	Vitamin D3 Syp/Drops
228	Vitamins, minerals & Food Supplement	Vitamin C Tab

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
229	Vitamins, minerals & Food Supplement	Calcium 500/250Tab/Syp
230	Vitamins, minerals & Food Supplement	Multivitamin Tab/Drops/Syp
231	Vitamins, minerals & Food Supplement	Vitamin D tab
232	Vitamins, minerals & Food Supplement	Vitamin E Cap
233	Vitamins, minerals & Food Supplement	Grype Water Syp
234	Vitamins, minerals & Food Supplement	Calcium Syp/Drop
235	Vitamins, minerals & Food Supplement	Decadron Injection
236	Vitamins, minerals & Food Supplement	Iron and Zinc Syp
237	Vitamins, minerals & Food Supplement	Multi vitamin Syp/drops
238	Vitamins, minerals & Food Supplement	Vitamin E cap
239	Vitamins, minerals & Food Supplement	Neurobion Tab/ inj
240	Vitamins, minerals & Food Supplement	ZInc Tablet/Drops/Syp
241	Vitamins, minerals & Food Supplement	Folic Acid tablet
242	Vitamins, minerals & Food Supplement	VITAMIN B COMPLEX
243	Vitamins, minerals & Food Supplement	Iron Tab/syp/drops
244	Vitamins, minerals & Food Supplement	CALCIUM+VITAMIN D3+MINERALS
245	Vitamins, minerals & Food Supplement	Ascorbic Acid Tab
246	Vitamins, minerals & Food Supplement	Folic Acid Tab
247	Vitamins, minerals & Food Supplement	Vitamin A Tab
248	Vitamins, minerals & Food Supplement	Vitamin B 12 Tab
249	Vitamins, minerals & Food Supplement	Pyredoxin HCL Tab
250	Vitamins, minerals & Food Supplement	Niacinamide Tab
251	Vitamins, minerals & Food Supplement	Haemoglobin Syp

<b>Surgical Items</b>		
<b>NO</b>	<b>Drug Related to</b>	<b>Name of the Medicine</b>
1.	Vaccine	B.C.G.
2.	Vaccine	D.P.T.
3.	Vaccine	Hepatitis B
4.	Vaccine	Measles
5.	Injections	Tetanus
6.	Surgical	IV set/Scalp ven Set
7.	Surgical	Disposable syringe
8.	Surgical	Disposable niddle
9.	Surgical	DNS/D5/NS/RL/ IV
10.	Surgical	Bandages all sizes
11.	Surgical	Cotton all sizes
12.	Surgical	Spirit solution
13.	Surgical	Sugar Test Kit
14.	Surgical	BP checking Machine
15.	Surgical	Oxymeter
16.	Surgical	Pregnancy Diagnostic kit
17.	Surgical	Thermometer Digital/Mercury
18.	Surgical	Paper Tape All Sizes
19.	Surgical	Phenyl
20.	Surgical	Ciprofloxin IV
21.	Surgical	Metronidazole IV
22.	Surgical	Norfloxine IV
23.	Surgical	Plain catheter
24.	Surgical	Adhesive Plaster
25.	Surgical	Crepe Bandages & Roller Bandage
26.	Surgical	Plaster of Paris Bandages
27.	Surgical	Surgical Gloves

It is to be noted that this list is dynamic and more number of medicine/ consumables may be added in the above list for stocking and selling in Generic Form as and when required

### 3. Essence of the scheme Model and Investment Pattern

- a. The model for the fair price outlet under state sponsored scheme (SDDY) shall be operationalized by a legal instrument – a contract signed between the selected PSP and the BJUPSS.
- b. The initial duration of the contract will be for a period of **15 years**. There will be an annual review of performance.

c. The **investment pattern** of both the BJUPSS and the PSP are provided in the following table under the terms of the contract:

Partner	Investment Pattern
<b>The BJUPSS&amp;other concerned authority</b>	I. Ready to use shop(without furniture ) shall be provided to the PSP within the city limit as per the norms of Drugs and Cosmetic Act 1940 and Rules 1945 as amended hereafter, with additional storage space. <b>The PSP will be required to pay rent for the space as per scheme guideline i.e. @ 2 Rs. Per SqFt.</b>
<b>The PSP</b>	I. <b>Performance Security</b> shall be furnished by the selected PSP in the form of Bank Guarantee with any Nationalised Bank acceptable to the BJUPSS valid for 15 years from the date of contract for an amount of <b>Rs 1,00,000.00</b> (Rs 1 Lakh Rupees) only for operating the fair price outlet II. Installation of furniture, equipment and refrigerator as per requirement of Drugs and Cosmetic Act, 1940 and Rules, 1945 as amended hereafter III. Setting up a separate electricity meter in the name of the PSP – for which necessary no objection certificates could be made available by the BJUPSS/Municipal Corporation.

d) The usage right of the space allocated to the PSP will be governed by provisions of the contract signed between the concerned parties as mentioned under ‘a’ above in this section. The PSP shall not have any claim and / or ownership rights for the space allocated. Rental property provisions of Municipal Corporation Act and other relevant act must be followed by PSP.

### **Roles, Responsibilities and Obligations of each partner**

#### **The BJUPSS**

1. The BJUPSS will provide shops for the fair price outlet within the city limit as per the norms of Drugs and Cosmetic Act, 1940 and Rules, 1945 as amended hereafter, with additional storage space.
2. The BJUPSS will fix the rent (@ 2 Rs. Per Sq. Ft.) for the space to be provided to the PSP as per scheme guideline.
3. For the use of electricity PSP will pay consumption charges directly to the energy supplier as per prevailing rules of the energy supplier. Necessary NOC from the competent authority will be provided to the PSP for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating shops will be borne by the PSP.
4. The monitoring by the BJUPSS will undertake day to day monitoring relating to operation and management of the fair price outlet.
5. The BJUPSS shall undertake monitoring of policy related areas viz implementation of the procurement and pricing policy and quality assurance system as described under section 6,7 and 8 respectively.
6. The BJUPSS may develop appropriate software package to be installed by the PSP for disseminating information on multiple monitoring parameter for operation and management of the fair price outlet.
7. BJUPSS/SUDA will provide software/ Portal for operation and other monitoring parameter.
8. The BJUPSS will extend necessary help and support to the PSP for smooth operation of the fair price outlet.

## **B. The PSP**

1. The PSP will complete all formalities for separate electricity connection with electricity metre and comply with all the requirements as described under A4 in this Section.
  2. All internal equipping, furnishing and refurbishing of the space/room will be undertaken by the PSP at its own cost.
  3. The PSP will be responsible for maintaining security of the establishment
  4. Performance Security shall be furnished by the PSP in the form of Bank Guarantee as described under Section 4c
  5. The PSP will ensure timely payment of the rent fixed by the BJUPSS for the space provided for the fair price outlet and comply with the terms and conditions for payment of rent as incorporated in the legal contract
  6. The PSP will arrange its own finances to run its business.
  7. The PSP will undertake the entire operation and management of the fair price outlet including procurement of the items and deployment of manpower.
  8. The PSP will appoint, train and maintain its own staff and will also comply with the requirements of engaging registered Pharmacist as per norms
  9. **The fair price outlet shall be kept open to the customers fortiming 8 am to 10 pm throughout the year.**
  10. The PSP will fulfil necessary requirements for obtaining Drug License, Trade License, Food license and other applicable licenses and norms for the fair price outlet
  11. The PSP will follow the requirements laid down relating to Products and Services to be delivered as stated under Section 3.
  12. The PSP will comply with the **procurement policy, pricing policy and quality assurance norms** as incorporated in the scheme to provide utmost benefit to the patients both in terms of quality and cost for each of the products in the fair price outlet.
  13. Adequate inventory of stocks will be maintained by the PSP to avoid any stock out situations
  14. All items are to be sold to the patients on valid prescriptions at the agreed discount on MRP and in compliance with existing Drugs and Cosmetics Acts and Rules. All receipts/cash memos must be computerized and comply with applicable norms and in addition shall include the percentage of discount given on MRP.
- 
1. ***Necessary software packages as approved and developed by the SUDA/BJUPSS will be installed by the PSP and all transactions will be recorded on daily basis using this software for operation and management of the fair price outlet.***

## Procurement Policy

The PSP will procure standard quality of medicines/consumables/surgical items as well as other items from manufacturing organizations or their marketing organizations or their authorized distributors.

I. The following guidelines are required to be followed by the PSP for procurement of **medicines:**

1. The Manufacturing Organizations are as per below list

1	Cipla	11	Alembic
2	Ranbaxy	12	Mankind
3	Sun Pharma	13	Intas
4	Cadila	14	Abott
5	Glenmark	15	Wockhard
6	Dr.Reddy's	16	Biocon
7	Pfizer	17	Aurobidno
8	Piramal	18	Glaxo
9	Lupin	19	Merck
10	Sandoz	20	Alkem

2. BJUPSS may amend above list from time to time as per need basis on recommendation of expert committee of BJUPSS.

3. The PSP shall maintain and update softcopy of the list of manufacturing organizations relating to procurement of medicines taking into account all the above requirements as mentioned under 'a' above. The PSP shall be required to submit the hard copy of this information to the BJUPSS as and when required for their record.

II. The procurement of items **other than medicines** shall also be made with due consideration on the quality of the items, credibility and performance record of the manufacturer, their marketing organizations/authorized Distributor and existing usage of these products in different medical facility.

1. The Manufacturing Organization or their Marketing Organization for these items should have a minimum annual sales turnover of Rs 10 Crore in aggregate of the last two financial years ending March 2020 in order to qualify for supply of the items

2. The PSP shall maintain and update softcopy of the list of manufacturing organizations and their marketing organizations relating to procurement of different items other than medicines taking into account all the above requirements as mentioned under 'a' and 'b' above and submit the hard copy of the same to the BJUPSS as and when required for their record.

## 7. Pricing Policy

- a) The PSP shall offer maximum discounts to the customers over MRP of all the medicine items. The discounts offered will have to be more than 50% of the MRP on all items to be sold to the patients through the fair price outlet
- b) The PSP shall offer maximum discounts to the customers over MRP of all the items to be sold to the patients through the fair price outlet
- c) Contract will be awarded to the applicant who will offer **the maximum discount over MRP for all the items** in the FPMS after being qualified on technical parameters
- d) Percentage discount will be applicable on the MRP mentioned and will be inclusive of all taxes. No other components/taxes will be levied on the discounted price. The percentage of discount shall be mentioned in the computerized cash memos provided to the customers
- e) The PSP shall ensure that the discount given on MRP provides substantial benefits to the patients as compared to the market price. It may also be mentioned here that the MRP cap for medicines under the National List of Essential Medicines (NLEM) under The Drug (Price Control) Order 2013 as amended hereafter are required to be strictly adhered to by the PSP. In addition, the PSP needs to ensure that the MRP for medicines not covered in the NLEM under the above Order should not exceed the average prevailing MRP in the market.
- f) Chhattisgarh herbal brand products as mentioned in clause 3 will be made available for the shopkeeper with 10% margin. These products will have to be sold at the price fixed by Sanjivani

## 8. Quality Assurance

The BJUPSS would institute the following measures to ensure quality of generic medicines to be procured and sold by the PSP:

- 1 The fair price outlet would procure stocks only from the approved manufacturers as described under Procurement Policy in Section 6
  - 2 The authorities may ask the PSP to submit analytical report from the manufacturers for certain specific batches of stocks, if need be. In such cases, it is obligatory on the part of the PSP to arrange for and submit such reports within a specific time frame. In addition, the BJUPSS authorities may seek the help and support of the another authorities/ agency /NABL lab for quality testing of any specific batch of any medicine, if need be.
- a) In respect of quality assurance, apart from statutory audits for quality testing undertaken by the competent authority for the FPMS, system generated non-statutory quality testing shall also be undertaken twice in a year by the competent authority through the approved/accredited testing laboratories.
  - b) The PSP shall ensure that items which are on the verge of expiry or already expired are not sold to the customers under any circumstances. The PSP shall not sale any misbranded or spurious or adulterated drugs as well as drugs and combination of drugs banned in India under Notifications issued by the Government of India.
  - c) Items other than medicines must conform to the specification standards as applicable.(e.g. specifications standards laid down by the Bureau of Indian Standards)



## **9. Monitoring Mechanism**

- a) The competent authority shall monitor the day-to-day operational activities of the services undertaken in the fair price outlet.
- b) Performance review will be undertaken by BJUPSS on quarterly basis.
- c) software packages will be installed and operationalised by the PSP to disseminate information on multiple parameters on operation and management of the fair price outlet and include information like inventory status, MRP, stock outs, near expiry stocks etc. The Authorities will have regular real time access to all these information for monitoring and evaluating performance of the FPMS
- d) The BJUPSS/SUDA at the state level shall undertake monitoring of policy related areas viz implementation of the procurement and pricing policy and quality assurance system and information system as described under section 6,7 and 8 respectively.

## **10. Causes for Termination**

Non-compliance of the following events shall constitute an event of default by the PSP entitling the BJUPSS to terminate the contract:

- a. Failure to commence services in allotted shop within **30 days** of signing the agreement
- b. Over charging from the patients for any of the items and not offering the pre determined discount in violation of the terms of the agreement.
- c. Selling expired or spurious or recycled or a combination of any such products or drugs and combinations of drugs banned in India under Notifications issued by the Government of India to the customers from the fair price outlet.
- d. Failure to comply with the statutory requirements, Drugs & Cosmetics Acts, Rules and other applicable norms for the operation of the fair price outlet.
- e. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the PSP for operation and management of the fair price outlet.
- f. Engagement of unqualified persons for running of the Services
- g. Use of the allocated space by the PSP for any other purpose other than the approved scheme.
- h. Failure to comply with the terms of the contract relating to the Performance Security to be furnished by the PSP in the form of Bank Guarantee.
- i. Complaints of Stock outs received from the customers for items under mandatory list and also verified by surprise checks in more than three occasions in a month for two consecutive months
- j. If it is substantiated that the PSP had resorted to fraudulent practices in competing for the award of contract
- k. If the PSP has sublet the space to any other Organization for operation and management of the fair price outlet.
- l. Non-payment of rent, electricity bills or any other dues.
- m. Non-compliance of 'Information System'.

**In all the above cases of termination the Performance Security deposited with the BJUPSS by the private organisation in form of Bank Guarantee shall stand forfeited and action for recovery of dues will be as per relevant Act .**

**□ Notice/Show Cause and Cure and Termination**

- a Upon occurrence of any of the defaults, The BJUPSS shall issue notice of show cause to the PSP with a reasonable time for cure.
- b If the PSP fails to demonstrate to The BJUPSS that the default has been cured or fails to satisfy the BJUPSS within the said time, the BJUPSS may terminate Agreement.
- c The decision of the BJUPSS to terminate the agreement shall be final and binding on the PSP.

# TENDER DOCUMENT Forms And Process

## Bid – ‘A’ (Technical Bid)

### Name of Project ----

Under set terms and conditions of this RFP docket Competitive Quotations are invited from **organizations/agencies** for Implementation of Selection of Private Partner for establishment of Fair Price Medicine Shop at: -

City	Shop number address	Area and other relevant details
Jagdalpur Dist- Bastar (C.G.)	1- Mahatma Gandhi Ward No. 22 Geedam Road, Kanjhi House Bhawan, Jagdalpur	1190 Sqft.
	2- Civil Line Ward No. 07, Shop Near Lalbagh Ground, Jagdalpur	1150 Sqft.

### Selection Process

#### 1. Eligibility Criteria :

The eligibility criteria for application of prospecting applicants for consideration of selection of the Organization for the fair price outlet under this RFP are provided as under:

- A. The applicant shall have a minimum of three years experience in managing a Retail Chemist Outlet  
**or**  
as a Wholesaler/Distributor in the pharmaceutical trade in the State of Chhattisgarh. Organizations operating in Chhattisgarh and registered under The Societies Registration Act/The Indian Trust Act and engaged in activities in the pharmaceutical sector (medicines etc) with minimum 3 years of experience will also be eligible for submitting application.
- B. The Organization must be holding valid license issued under the provisions of the Drugs & Cosmetics Act as on the date of submission of the application
- C. The Organization has not been convicted by the state drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter (Declaration duly Notarized shall be submitted by the applicant along with the application) .
- D. The Organization should have a minimum sales turnover in aggregate of last two financial years ending March 2020 as follows :

- For organizations with existing Retail Chemist Outlet-

The sales average turnover of the organization must not be below Rs. one crore aggregate of the last two financial years ending March 2020 (copy of audited Balance Sheet , Income & Expenditure and P/L accounts are required to be submitted by the applicant)

- For other organization (existing wholesaler/Distributor of pharmaceutical trade)-

The sales turnover of the Organization must not be below Rs. Two crore (2 crore) in aggregate of the last two financial years ending March 2020(copy of audited Balance Sheet, Income & Expenditure and P/L accounts are required of submitted by the applicant)

*Applicant failing to fulfil any of the above-mentioned Eligibility Criteria will not be considered for selection.*

*It is to be noted that further selection processes as mentioned under 'c' below would be undertaken only for those applicants who are found eligible based on above-mentioned criteria*

## 2. Selection Process of Private Partner

**A. Selection** process shall include evaluation of technical qualification of eligible applicants based on applications submitted by each organization and subsequent opening of financial bid (discount offered on MRP) of technically qualified applicants. *(The details of the procedures for submitting applications have been provided in relevant sections of this document )*. Selection process relating to technical qualification would involve short-listing of applicants based on marks scored by the applicants on each of the **criteria** under Technical proposal as provided hereafter. It is to be noted that Physical Inspection at the facilities of the applicants with prior intimation may also be undertaken by tender committee or members authorized by tender committee for gathering information relating to short listing of applicants for further processing for selection:

### i. Parameters for Technical Selection Process:

Criteria	Marks
1. The Organization has experience of running the existing set up for last five years and above.	a. > 03 – 05 years = 10 marks b. > 05 - 08 years = 15 marks c. >8 years = 20- marks

<p><b>2. a.For applicants having existing retail pharmacy outlet</b> Annual Turnover (in Rupees) in aggregate of last two financial years (ending March 2020 of the Organization having retail chemist outlet</p> <p>Or</p> <p><b>2.b.For applicants having existing wholesale/ distribution set up</b> Annual Turnover (in Rupees) in aggregate of last two financial years (ending March 2020) of the organisation engaged as wholesaler/distributor in pharmaceutical trade</p>	<p>a. &gt; 1 crore- - 2crore = 12 marks b. &gt; 2 crore - 3 crore = 15 marks c. &gt; 3crore = 25 mark</p> <p>a. &gt;2 crore – 4 crore = 12 marks b. &gt; 4 crore – 6 crore = 15 marks c. &gt;6 crore = 25 mark</p>
<p>3.a In case of applicants having existing retail pharmacy outlet, the existing establishment has adequate man power for management of the outlet.</p> <p>and</p>	<p><b>1. Pharmacists</b> a. 1 =4 marks b. 2 =8 marks c. &gt;2=12 marks</p> <p><b>2. Sales Personnel</b> a. &gt; 3-4 =3 marks b. &gt;4-6= 6 marks c. &gt; 6= 8 marks</p>
<p>3.b In case of wholesaler/distributor, the existing organization has experience of supplying products to government hospitals/institute under GoCG or in PSU/ESIC</p>	<p>a) Have experience of supplying in hospitals under GoCG : 10 marks b) Have experience of supplying in hospitals PSU/ESIC : 10 marks c) Have experience of a and b both : 20 marks</p>
<p>4. The Organization is located and has business operation within the same District where the FPMS would be established or has business operation within the bordering Districts*</p>	<p>If Yes: 20 marks</p>
<p><b>5.a.For applicants having existing retail pharmacy outlet of generic medicine</b> Or <b>5.b.For applicants having existing wholesale/distribution of generic medicine</b> <b>(For claiming above organization must submit copy of purchase invoice of minimum 10 Lacs Rs. Of generic medicine</b></p>	<p>If Yes: 15 marks</p>

\* *Bordering Districts mean Districts having common boundary with the District where Fair price medicine shops would be established under this scheme for which of this RFP has been issued.*

- ✓ **The maximum possible marks, which may be scored by an applicant, are 100. Minimum qualifying marks are 60 out of 100 (i.e. 60 % of the total possible marks). The Organizations scoring 60 and above would be short-listed for next round for selection**
- ✓ After short-listing of applicants based on technical qualification as mentioned above, final selection of the Organization from the short-listed applicants would be made on the basis of

the highest discount offer made by an applicant on MRP. The discount offered must be more than 50% of MRP

*(Please note that the BID on the discount offered by the applicant will be opened only for short-listed applicants based on technical qualifications as mentioned above.)*

- ✓ The tender committee can call for any further clarifications or information or documents at any point of time. The applicant may also be called for explaining or clarifying issues, if there be any.
- ✓ Decision of the SC on selection of the Organization is final.

## **Bid – ‘B’ (Financial Bid)**

**The Bid documents are to be submitted on line. The tender document consists. i. Bid ‘A’: Technical Bids (offline and online mode both) and ii. Bid ‘B’: Financial Bids. (only online mode) Financial bid must be submitted in prescribed mode of e tender process .**

### **FINANCIAL BID SUBMISSION**

#### **I. General points of BID submission**

1. Any organization / agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System,
2. The Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder.
3. The financial Bid shall be submitted as per date and time specified in the ‘Notice inviting e tender’.
4. BJUPSS may, at its discretion, extend the Bid Due Date by amending the Tender Documents.
5. No Bid may be modified or withdrawn in the interval between the Bid Due Date and the expiry of the Bid validity period.

#### **II. Opening of Financial BIDS**

1. BJUPSS shall open the Bids of only technically qualified Bidders.
2. BJUPSS shall open the Bids as per date and time specified in the ‘Notice inviting e tenders’.

#### **III. Evaluation of BIDS and Selection of successful Bidders**

**Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If:**

(i) any Financial Bid is not to be complete in all respects; or (ii) any Financial Bid which is not submitted online by the Bidder as per the procedure given in Financial Bid Documents; or (iii) any Financial Bid contains material alterations, conditions, deviations or omissions, then such Financial Bid shall be deemed to be substantially non-responsive. Such Financial Bid that is deemed to be substantially nonresponsive shall be rejected.

All Financial bids are to be submitted in accordance with the terms of the tender document.

**It is to be noted that the rate quoted in the portal will be treated as final.**

#### **IV. Clarifications on Bids**

1. In evaluating the Technical Bids or the Financial Bids, BJUPSS may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to BJUPSS within the time specified by BJUPSS for this purpose.
2. If a Bidder does not provide clarifications sought by BJUPSS within the prescribed time, BJUPSS may elect to reject its Bid. In the event that BJUPSS elects not to reject the Bid, BJUPSS may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the BJUPSS.
3. No change in the Percentage of Discount on MRP quoted or any change to substance of any Bid shall be sought, offered or permitted.

#### **V. Selection of Successful Bidder**

##### **a. Once the Financial Bids of the Eligible Bidders have been opened and evaluated:**

1. BJUPSS shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
2. BJUPSS shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

##### **b. In selecting the Successful Bidder, the objectives of BJUPSS is to select a Bidder that:**

1. is an Eligible Bidder;
2. has submitted a substantially responsive Financial Bid; and
3. has quoted the highest Premium as Concession fee.

##### **C. All facility/shops decided by BJUPSS Jagdalpur city have to be bid to attain administrative efficiency and increasing the competition among bidders.**

1. Each bidder may bid for all the shops as determined by the BJUPSS
2. The Highest discount quoted bidder will be awarded the bid.
3. If due to some reason, the highest bidder is not ready to accept the bid, the second Highest bidder (H2) will be given the chance to match the rate of the Highest bidder and H2 will be awarded the bid if they agree to do so.
4. If H2 is not ready to match H1, the third Highest bidder (H3) among all bidders will have the right to be awarded the bid if they agree to match H1 quote and so on.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**.

#### **VI. Important Notes:**

1. Financial bid must be submitted in prescribed mode of e tender process
2. Financial BID submission needs to be uploaded in the specified space provided by web portal but not to upload in the Technical BID space.
3. Hard copy of Financial bid need not to be submitted.
4. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.



**Annexure-I**

LETTER HEAD OF THE ORGANISATION

**Date:**

**To:**

**Secretary**

.....

.....

**Sub:- Application and BID in response to your NIT No .....**

**Advertisement dated. ----- for .....at \_\_\_\_\_**

**(Name of the City )**

**Dear Sir/ Madam,**

**With reference to your advertisement dated \_\_\_\_\_ for fair price outlet under SDDY, we beg to submit our Application and offer for discount on the MRP for all items for your consideration.**

**As required, we enclose the following documents in sealed cover along with this letter:**

- 1. Application Form duly filled in and copy of documents as per Annexure -V of the scheme document duly filled in.**
- 2. Uniform discount in separate on the printed Maximum Retail Price offered by us on all items**

**Yours faithfully,**

**Encl: as state**

**Signature with rubber stamp**

**(Name and Designation of the signatory)**

## Letter Head of the Organisation

### Annexure-II

**Application Form for selection of the Organization for fair price outlet for medicines, medical consumables, surgical items etc for \_\_\_\_\_ City .**

1. Name of the City for which application is made	
2. Name of the Organization	
3. Status of the Organization Limited Co. / Private Ltd. Co. / Partnership Firm / Proprietorship Firm / Other (Specify)	
4. Nature of other Businesses / Activities of the Applicant relating to Medical Profession (Please tick)	<input type="checkbox"/> Retail pharmacy outlet <input type="checkbox"/> Authorized distributor/wholesaler of pharmaceutical companies <input type="checkbox"/> Others (Specify)
5. Drug License Nos (Retail/Wholesale) and valid upto _____	
6. Complete Address of the organization	
7. Other Address, if any, for business operation	
8. Phone & Fax Numbers	
9. E-mail ID	
10. Web site (if any)	
11. Year of incorporation of the organization in the existing set up	
12. Annual sales turnover for last two financial years ending March 2021	Year: Year:
13. Type of products dealing with (pl tick)	Medicines Medical Consumables Surgical items Orthopaedic items Others (specify)

14. The organization (if it is retail pharmacy outlet) has business operation in city  Or The Organization (if wholesaler/Distributor) is handling business for more than 10 pharmaceutical companies	Yes/No:    Yes/No
15. Details of number of Staff employed in the existing retail pharmacy outlet  Or In case of wholesaler/distributor, the existing organization has experience of supplying products to government hospitals under GoCG or in ESIC/PSU (please mention whichever is applicable)	<ul style="list-style-type: none"> <li>• Pharmacist:</li> <li>• Sales Personnel:</li> <li>• Others (specify):</li> </ul> <p>a) Have experience of supplying in hospitals under GoCG :</p> <p>b) Have experience of supplying in hospitals under GoCG and ESIC/PSU(Pl give details)</p>
16. Working hours of existing retail outlet	
17. The organization has been operating fair price medicine outlet under in any government hospital in Chhattisgarh	Yes/No If Yes, provide details
18. Proposed man power set up in the fair price shop under SDDY in case the organization is selected to operate under SDDY	

**Copies of documents enclosed**

1. Copy of Memorandum & Article of Association (if applicable)
2. Copy of partnership document if it is a partnership firm
3. Copy of registration under The Societies Registration Act/The Trust Act as applicable
4. Copy of Drug License (must be valid on the date of application)
5. Copy of Trade License (must be valid on the date of application)
6. Copy of audited Balance Sheet, Income & Expenditure Statement, P &L Account's statement for last two financial years.
7. No conviction / blacklisting certificate (Notarized document needs to be provided stating that "The organization has not been convicted by the state drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter")
8. Supporting documents in respect of Serial numbers 11, 14, 15 and 16 of this application format

**Name of the signatory in full:**

**Designation**

**Signature with stamp**

Dated this \_\_\_\_ day of, 2021

# On the Letter Head of Bidder

## **Annexure -III (Declaration)**

**This is to affirm that no litigation is pending on date and no penal measures were/has been taken against our Organization by any appropriate / competent authority under applicable Acts and laws' of India.**

Notarial Certificate with Stamp & Seal
----------------------------------------------

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2021

[Signature with stamp]

## Annexure-IV

### Format of undertaking regarding compliance with terms of scheme

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2021

To

Secretary,

-----  
-----

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the “.....”

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and comply with the terms of the Scheme as set out in the Tender Documents, and the Contract(s).

Dated this \_\_\_\_ day of , 2021

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2021

[Signature with stamp]

[On letterhead of the Bidder]

## **Undertakings**

We hereby submit our Financial Bid, which is unconditional and qualified. We have examined carefully the Tender Documents, including all the Addenda.

We acknowledge that BJUPSS will be relying on the information provided in the Techno-commercial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for establishment of Fair Price Medicine Shops in different location of Jagdalpur city. We certify that all information provided in the Bid is true and correct. Nothing has been omitted / suppressed which renders such information misleading and all documents accompanying our Bid are true copies of their respective originals.

We shall make available to BJUPSS any clarification, it may find necessary or require, supplementing or authenticating our Bid.

We acknowledge the right of BJUPSS to reject our Bid or not to select us as the Successful Bidder, without assigning any reason whatsoever or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We acknowledge and confirm that all the undertakings and declarations made by us in our Technical Bid are true, correct and accurate as on the date of opening of our Financial Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid.

We acknowledge and declare that BJUPSS is not obliged to return the Bid or any part thereof or any information provided along with the Bid, other than in accordance with the provisions set out in the Tender Documents.

We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall communicate advice of the same immediately to BJUPSS.

**Note :- The Bidders are required to quote the Percentage of Discount on MRP on Medicines, Consumables etc up to two decimal points on portal.**

### **We acknowledge, confirm and undertake that:**

The terms and conditions of the Tender Documents the Percentage of Discount on MRP being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially viable and sustainable on the basis of information and experience available in our records.

We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Financial Bid or question any decision taken by BJUPSS in connection with the evaluation of the Financial Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.

We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.

We have studied the Tender Documents (including all the Addenda, Annexure and Appendices) and all the information made available by or on behalf of BJUPSS carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by BJUPSS or in respect of any matter arising out of or concerning or relating to the Bidding Process.

We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against BJUPSS if the Contract are not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Chhattisgarh will have exclusive jurisdiction in the matter.

Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

In witness thereof, we submit this Technical & Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this *[insert]* day of *[insert month]*, 2021

*[Signature]*

In the capacity of \_\_\_\_\_

*[Position]*

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_

*[Name of Bidder]*

*[Signature]*

In the capacity of \_\_\_\_\_

*[Position]*

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_

*[Name of Bidder]*



## ANNEXURE-V

### Checklist of documents submitted with the Technical Bid

SINo.	Document	Uploaded Status
1	<b>Annexure I:</b> Draft of the covering letter, with EMD information.	
2	<b>Annexure II:</b> Duly filled in “ <b>Application Format</b> ” for the Organizations intending to apply for the scheme	
3	<b>Annexure III :</b> Declaration duly Notarized stating: ‘ <b>This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws</b> ’	
4	<b>Annexure-IV-</b> Format of undertaking regarding compliance with terms of scheme	
5	Copy of Registration Details of the Organization	
6	Memorandum & Article of Association (if applicable)	
7	Copy of the partnership deed if it is a partnership firm	
8	Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2020	
9	Copies of all relevant licenses including appointment letter of Pharmacist and other staffs	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

Dated this \_\_\_\_\_ day of , 2021

[Signature]

In the capacity of \_\_\_\_\_

[Position]

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_

[Name of Bidder]

\*\*\*\*\*

This **AGREEMENT** signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

**BY**

Urban Public Service Society .....represented by the **Secretary** \_\_\_\_\_ having its office at \_\_\_\_\_ hereinafter referred to as “ **The Authorities**” (which expression shall, unless excluded by or repugnant to or inconsistent with the context , mean and include the successors-in-office and permitted assigns), **FIRST PART**

**AND**

**M/s** \_\_\_\_\_, an Organization engaged in the retail/wholesale/distribution business in the pharmaceutical sector and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended hereafter/ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_, engaged in the retail/wholesale/distribution business in the pharmaceutical sector and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended here after / \_\_\_\_\_ an NGO registered under the Society Registration Act of 1860/The Indian Trusts Act of 1982/The Co-operative Societies Registration Act or The Statutory Body or The Professional Association or The Social Welfare Organization and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended here after represented by its \_\_\_\_\_, namely \_\_\_\_\_ and having its main office at \_\_\_\_\_, in the District of \_\_\_\_\_ in the State of \_\_\_\_\_, India, hereinafter referred to as “**the Concessionaire**”, **SECOND PART**.

**WHEREAS**

- A. The Department of Urban Administration and Development , Government of Chhattisgarh(GoCG) has taken initiatives to establish the appropriate delivery system to the patients of the state for improved access to good quality medicines, consumables, implants etc to suit the requirement of the patients at reasonable price by involving suitable and competent private sector organizations and use their strengths for establishment of operation of Fair Price Medicine Shops (FPMS) under state sponsored scheme namely “SastiDawa dukan Yojana “ in the .....city .
- B. The purpose of this initiative is to ensure availability of quality medicines, consumables, surgical items, implants etc at pre-approved discounted rates over the Maximum Retail Price (MRP) to provide utmost benefits to the patients through the fair price outlets within .....city.

- C. In the first phase, a total of ..... FPMS out of a total of ..... planned have been Operationalised till 2021 in different parts in the city and will start functioning for the benefit of the patients. For this purpose Government of Chhattisgarh formulated a Scheme “Sasti Dava Dukaan Yojana “ and established a system for engagement of private sector for professional management and operation of FPMS and Urban Public service society for hand holding and support to city and private sector as a implementing agency for this project.
- D. The BJUPSS thereafter invited proposals along with defined selection criteria from eligible private parties for implementing the scheme (as hereinafter defined) in selected shops in different location of city and in response thereto received proposals from several such parties including the Concessionaire for the same.

After evaluating the proposals as per the selection criteria, the BJUPSS accepted the proposal submitted by the Concessionaire, whose **discount bid** was found most competitive i.e. \_\_\_\_\_% **discount on MRP of all items** as incorporated under **Schedule I** of this agreement for operation of the fair price outlet in \_\_\_\_\_ city and the selected party was accordingly given offer to establish the fair price outlet in \_\_\_\_\_ vide LoA No ..... **Dated:** \_\_\_\_\_

**NOW THIS AGREEMENT WITNESSETH as follows: -**

## **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

### **1.1 DEFINITIONS**

“**Acts and Rules**” means The Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended from time to time and shall include any statutory replacement or re-enactment thereof.

“**Agreement**” means this agreement including schedules hereto, as of the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

“**Applicable Laws**” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including the Act, judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement. “**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“**Clearance**” means any consent, license, approval, registration, certification, exemption, permit, sanction or other authorization of any nature which is required to be granted by any Government Authority for implementation of the Scheme and for all such other matters as may be necessary in connection with the implementation of the Scheme.

“**Concession Period**” shall have the meaning ascribed to it in Article 2.2 of this Agreement

“**DoUAD**” means The Department of Urban Administration and Development , Government of Chhattisgarh

**“Fair Price Outlet”** means the retail outlet that the Concessionaire is to set up in allotted space for stocking and selling of medicines, consumables surgical items, implants and all other items as described in **Schedule I** of this agreement at the discounted rate over MRP as per terms of this agreement

**“GoCG”** means the Government of the state of Chhattisgarh

**“Government Agency”** means GoCG, BJUPSS, Municipal Corporation or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

**“BJUPSS Authorities”** means the competent body in the BJUPSS who are responsible for regulating/monitoring the operations of the Fair Price Outlet under scheme.

**“Site”**OR**“SDD”**means the Shop no. \_\_\_\_\_ area within the City, particulars whereof are set out in **Schedule ‘II’** in which the Fair Price Outlet is to be implemented and the Standard Services to be provided by the Concessionaire in accordance with this Agreement.

**‘ Month’** means English Calendar Month

**“MRP”** means maximum retail price of a product

**“Municipal Acts and Rules”** means The Municipal Corporation Act 1956, and rules bylaws frames under act as amended from time to time and shall include any statutory replacement or re-enactment thereof.

**“PSP”** means the Private Sector Partner selected for operation of the Fair Price Outlet in the concerned city.

**“Rate”** means the pre approved discounted rate over MRP as per terms of this agreement chargeable for medicines, consumables, surgical products, and all other items incorporated under **Schedule 1** of this agreement and prescribed by the BJUPSS.

**“Scheme”** means the scheme “SastiDawaDukaan” promulgated by the GoCG for and in respect of the establishment and operationalisation of the Fair price .

**“Termination”** means early termination of this Agreement pursuant to Article 7 of this Agreement.

**“Utilities”** means water connection and electricity connection for the Fair Price Outlet.

## **1.2 INTERPRETATION**

In this Agreement, unless the context otherwise requires,

- a any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

- b references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities  
(whether or not having a separate legal entity); the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement; the words "include" and "including" are to be construed without limitation; for any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a english calendar month; the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

I any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

I any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise; unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

## **ARTICLE 2**

### **Concession**

#### **2.1 Grant of Concession**

- a Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants and authorizes the Concessionaire to operate and maintain the Fair Price Outlet, and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (“the Concession”).

#### **2.2 Project Period**

- a The Concession hereby granted is for a period of fifteen (15) years commencing from the date hereof and ending with \_\_\_\_\_ (“the Concession Period”) during which the Concessionaire is authorized to operate the Fair Price Outlet in accordance with the provisions .
- b Provided that The Authorities shall be entitled to review the performance of the Concessionaire at the end of every year from the date hereof based upon conditions laid out in point \_\_ of this agreement.
- c Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date.

**2.3 Acceptance of Concession** a The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the scheme to operate the Fair Price Outlet and to perform/discharge all of its obligations in accordance with the provisions hereof.

#### **2.4 Shop Site & Utilities**

- a The Authority has on the date hereof handed over to the Concessionaire physical possession of the shop Site free from Encumbrance. The Authority hereby represents that the ShopSite as specified under **Schedule II** of this agreement is ready-to-use and adequate for the Fair Price Outlet, as per the norms of the Drugs and Cosmetics Acts and Laws, 1940 and Rules 1945 as amended time to time.
- b The Concessionaire shall have the right to the use of the shop Site as mentioned under ‘a’ above with a Total built up structure comprising \_\_\_\_ sq.ft (\_\_\_\_ sq.metre) for which the Concessionaire has agreed to pay monthly Rent -----as per assessed rate as defined in scheme.
- c The Concessionaire shall make the payment for rent to the BJUPSS of the concerned city by RTGS on or before 5<sup>th</sup> of each English calendar month.
- d The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the shop Site.
- e The Concessionaire shall not, except with the prior permission in writing of The Authorities carry out any structural or major modifications in the shop Site but shall be entitled to make such modifications as may be necessary in its opinion for operation of the Fair Price Outlet. Provided, any such modifications should be in accordance with the Drugs and Cosmetics Acts and Rules mentioned under Article 1 and Municipal Corporation Act 1956 as amended time to time and in conjunction with the Municipal Corporation of the concerned city.

- f The Concessionaire shall not without the prior written consent or approval of The Authorities use the Site for any purpose other than for the purpose of the Fair Price Outlet and purposes incidental or necessary thereto.
- g At all times during the pendency of this Agreement, The Authorities shall provide/arrange for Utilities for the Fair Price Outlet. The water supply shall be free of cost. The PSP will arrange at their cost installation of the electrical connection and augmentation if required up to the door step of the operating site for the facilities undertaken under scheme. A separate meter shall be installed by the Concessionaire at its own cost to record the electricity consumed at the Fair Price Outlet and the Concessionaire shall make timely payment for the electricity consumed in accordance with the prevailing rates of the Energy Supplier directly. Necessary NOC from the competent authority of the concerned city will be provided to the Concessionaire for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating shops under scheme will be borne by the PSP.
- h **The display board , color scheme and other branding parameter of the Fair Price Outlet shall indicate in pre approved branding plan of GoCG.**

## ARTICLE 3

### PERFORMANCE SECURITY

- a The Concessionaire shall furnish **The Performance Security of Rs \_\_\_\_\_** (figures) \_\_\_\_\_ (in words) in the form of Bank Guarantee Deposit with any nationalized/ scheduled Bank acceptable to the BJUPSS valid for **15 years** from the date of execution. The Bank Guarantee details has been provided as Schedule 3 of this Agreement
- b The Performance Security as stated above under ‘a’ shall be liable to be forfeited if this agreement is terminated before its due date of completion for any of the default by the Concessionaire specified under Article 6 entitling The Authorities to terminate this Agreement

## ARTICLE 4 CONCESSIONAIRE’S OBLIGATIONS

### 4.1 Implementation of the scheme for the Fair Price Outlet

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

- a The Concessionaire shall procure the necessary licenses required for commencing the Fair Price Outlet including the licenses required under the Drugs and Cosmetics Acts 1940, The Drugs (Control) Act, 1950 and The Drugs and Cosmetics Rules 1945 as amended hereafter. The attested copies of these documents need to be submitted to The Authorities for their record.
- b The Concessionaire shall within one month of the date of this Agreement undertake necessary internal refurbishing and furnishing, equip and commission the shop Site with such furniture, equipment and goods as may be required for the Fair Price Outlet. The process of equipping and commissioning shall be carried out by the Concessionaire at its own cost and expense
- c The Concessionaire shall undertake the entire operation and management of the fair price outlet at their own cost including procurement of the items and deployment of manpower.
- d The Concessionaire shall deploy Pharmacist and personnel with appropriate qualifications as per proposal submitted in its application and train them to manage the Fair Price Outlet for the products incorporated under Schedule 1.
- e It is obligatory on the part of the Concessionaire to prove the identity of all the personnel engaged in the fair price outlet through the Identity Card issued by The Authorities.
- f The Concessionaire shall commence operation of the Fair Price Outlet only after The Authorities have duly certified that all requirements of the Drugs and Cosmetics Acts and Laws, 1940 and Rules 1945 as amended time to time in respect thereof have been fulfilled.
- g Provided, the Concessionaire shall procure such certification of The Authorities latest by **two (2)** months from the date hereof failing which this Agreement shall be liable to be terminated.



## 4.2 Operation, Management and Maintenance of the Fair Price Outlet

A. The Concessionaire shall operate the Fair Price Outlet timing.....for all the 365 days of the year

### B. Sale of medicines etc

1 The Concessionaire shall stock and sell the items as mentioned under to meet therequirements of the patients seeking treatment . The products and servicesto be stocked and sold by the Concessionaire are provided under Schedule 1 of this Agreement

I. In case of medicines, the fair price outlet shall mandatorily stock and sell the Generic Formof all single ingredient and combination formulation as per the list of items provided under **Schedule 1 of the Agreement**. More number of formulations will be added in the above list of items as and when required to meet the need of the patients under this scheme

II. Apart the items mentioned above under “I” above, the Concessionaire shall be allowed to procure and sell GenericMedicines for formulations other than the mandatory list of ..... items as mentioned under ‘I’ above to meet the requirements of the customers. In addition, if the generic version for any of the items is not available, such items shall be procured and sold under Branded Medicines but before sell of these branded medicine prior approval of authority is mandatory.

III. The Concessionaire shall also be permitted to stock and sell the following items other than those mentioned above:

- a. Health Drinks/ Nutritional Supplements
- b. Baby products --- Baby powder, soap, cream, shampoo, lotion, oil
- c. Sanitary Napkins
- d. Contraceptive

2 Optimum inventory of stocks will have to be maintained by the Concessionaire to avoid stock-out situations. The Concessionaire shall ensure minimum 80 % availability of all line items at all times during the tenure of the agreement.

3 The computerized cash memo issued by the fair price outlet will indicate name of medicine, quantity, batch number, date of expiry etc as per requirement of Acts and Rules. Computerized cash memos with relevant information as required will also be provided for all other products sold in the fair price outlet. All cash memos will indicate the discount given. All products will be sold to the patients against valid prescription of the Doctor at \_\_\_\_ % **discount on MRP**. **Format for Memo will be approved by authority.**

4 Percentage discount as mentioned under ‘3’ above will be applicable on the MRP mentioned and will be inclusive of GST, if applicable. No other component/taxes will be levied on the discounted price.

5 BJUPSS may procure medicine and other item for Mukhyamantri Slum Swasthaya Yojana in approved discounted rates . ButBJUPSSis not to be bound to this purchase exclusively from PSP. PSP must maintain sufficient stock based on local demand as per essential drug list of government of Chhattisgarh.

- 6 However Collector shall strive & rightly ensure active promotion of quality generic medicines amongst community and to ensure consistent & persistent business interest of all service providers, shall buy medicines and other items worth Rs. 3.00 lac per month per shop.
- 7 PSP must timely supply medicine and other items as per terms and conditions of work order of BJUPSS/Department. IF PSP fails to supply items BJUPSS may purchase items from another vendor/organization . The cost difference for purchase of this may be recovered from PSP on the principle of Risk and Cost basis.
- 8 Items procured, if any, for use of any of the Department shall be routed through the Secretary of the concerned BJUPSS and reimbursement for such claim shall be made by the concerned Department on production of relevant documents viz copy of requisition slip and proof of supply duly approved by authority.

### C. Procurement of stocks for the Fair Price Outlet

- 1 The Concessionaire will procure standard quality of medicines, consumables, surgical items, implants, prosthetic devices, orthopaedic items/appliances and other items from following manufacturing organizations or their marketing organizations or their authorized distributors

1	Cipla	11	Alembic
2	Ranbaxy	12	Mankind
3	Sun Pharma	13	Intas
4	Cadila	14	Abott
5	Glenmark	15	Wockhard
6	Dr.Reddy's	16	Biocon
7	Pfizer	17	Aurobidno
8	Piramal	18	Glaxo
9	Lupin	19	Merck
10	Sandoz	20	Alkem

Above list is based on primary research of local market and . BJUPSS may amend list of manufacturing organization.

- 2 The following guidelines are required to be followed for procurement of **medicines:**
  1. The Manufacturing Organizations are Revised Schedule M compliant and conform to cGMP standards.
  2. The Organization should have its own depot or C&FA in Chhattigarh with distribution network through authorized distributors .

3.
  - a. The procurement of items other than medicines shall also be made with due consideration on the quality of the items, credibility and performance record of the manufacturer, their marketing organizations/authorized Distributor and existing usage of these products by different citizen category.
  - b. The Manufacturing Organization or their Marketing Organization for these items should have a minimum annual sales turn over of Rs 10 Crores in aggregate of the last two financial years ending March 2020 in order to qualify for supply of the items
- 4 The Concessionaire will compile a list of manufacturing organizations and their marketing organization, if any, relating to procurement of medicines and other products taking into account all the above guidelines as mentioned under '2' and '3' above and submit the same, if required, to the at the state level and BJUPSS of the concerned city for their record.

#### **D. Quality Assurance**

- 1 The fair price outlet would procure stocks from manufacturers, marketing organizations or their Distributor as described under 'C' above on Procurement of stocks
- 2 The Concessionaire shall arrange for analytical reports from approved and NABL accredited laboratories in the country at their own expenses as and when The Authorities ask for such reports for certain specific batches of stocks supplied by the manufacturers in the fair price outlet
- 3 Apart from the statutory quality testing, non-statutory quality testing shall be undertaken by the competent authority for randomly selected Batches of items twice a year and the Concessionaire shall be required to comply with the requirements for such testing.
- 4 The fair price outlet will, under no circumstances, sell any item which has already expired or on the verge of expiry or any medicines which are found not to be of standard quality, substandard or spurious
- 5 The Concessionaire shall not stock and sell in the fair price outlet any of the medicines/items banned under notifications issued by the Government of India (GoI) and/or by the GoCG.

#### **E. Information System**

- 1 The Concessionaire shall install software packages with the help and support of the BJUPSS to disseminate information on multiple parameters on operation and management of the fair price outlet and would include information like cash memos as mentioned under Article 4, sales, inventory status, stock outs, near expiry stocks and all other important and related information on daily basis. The Concessionaire will bear all expenses as part of their operating costs for installation of these packages.
- 2 The system mentioned under '1' above shall be connected through net working with the BJUPSS so that the same can be accessed **round the clock.**
- 3 The Concessionaire will bear all expenses as part of their operating costs for procurement and usage of required facilities/services for generating the above information and submitting required documents in this respect.
- 4 The portal will be developed and maintain by State urban development agency.
- 5 Till the development of portal PSP may use another system.

## **F. Other areas for operation and maintenance of the fair price outlet**

### **The Concessionaire shall**

- 1 arrange for and maintain security and maintenance of the Fair Price Outlet at its own cost.
- 2 be responsible for proper upkeep and maintenance of the fair price outlet, ensure proper cleanliness, dispose off waste and comply with the guidelines of BJUPSS & Concern Authorities on maintenance the Fair Price outlet.
- 3 coordinate with the concerned personnel of the shop designated for monitoring of the activities of the Fair Price Outlet for matters concerning operational activities relating to patient/customer servicing on day-to-day basis.
- 4 keep suggestion box in the Fair Price Outlet to enable patients/Customer to give feedback based on which actions are to be taken for patient/customer satisfaction. Give timely resolution and compliance of feedback and GoCG grievance redressal system Nidan 1100.
- 5 maintain the Clearances by complying with the conditions there under and renewals if any required from time to time and comply with all statutory requirements for running its operation
- 6 make prompt and timely payments for all areas for smooth operation and management of the fair price outlet viz salaries/remuneration/other emoluments for staff deployed in the fair price outlet, payment to the suppliers, charges for electricity, rent etc
- 7 display conspicuously in the Fair Price Outlet the discount provided on MRP of all products
- 8 obtain and maintain insurance's for the Fair Price Outlet including insurances against damages to property due to force majeure, insurances against theft, fire, etc.
- 9 Authority may ask PSP to arrange door step delivery of medicine through government portal/ application. For door to door delivery of medicine PSP must bear operational cost for the same.

### **4.3 Penalty clauses for default of payments.**

- i.* In case the private partner fails to pay the assessed rent to the authority of the concerned on or before 5th of each calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by the Authority/Department. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the authority.
- ii.* If the private partner fails to pay the electricity bills within the stipulated time of 15 days from the date of raising of the bills by concerned as per clause , interest/penalty/surcharge as defined by concern h on the due Electricity bill amount will be imposed. All dues along with applicable interest have to be cleared within the allowable limit beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by the Authority/Department. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the authority.

## **ARTICLE 5**

### **OBLIGATIONS OF THE AUTHORITIES**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authorities will have the following obligations:

#### **A. Obligations of the Authority**

The Authority shall

- 1 make provision for physical infrastructure of the fair price outlet with ready to use space as the case may be as per the norms of Drugs and Cosmetic Act and Rules as amended from time to time with additional storage space for the fair price outlet.
- 2 ensure that the space so provided should be adequate for the Concessionaire to manage the expected business volume of the outlet.
- 3 undertake necessary work to make the space in ready to use condition in case, ready to use space is not available
- 4 make provision for free supply of water for the fair price outlet and facilitate the process for obtaining a separate meter by the Concessionaire for electricity connection.
- 5 shall issue necessary certification as stated under this agreement to enable the Concessionaire to commence operation of the fair price outlet
- 6 shall oversee that the rent of the space as per assessed rate is paid by the Concessionaire.
- 7 form a develop a mechanism and monitoring committee at BJUPSS to oversee the operational activities of the fair price outlet and ensure that the retail outlet is functioning as per terms of the agreement.
- 8 shall monitor implementation of discount structure as per terms of this agreement
- 9 grant or where appropriate provide necessary assistance to the Concessionaire through the Government Agency in securing Clearances
- 10 extend all support to the Concessionaire and provide necessary support and protection in case of any pressure created by any individual or group on the fair price outlet.
- 11 undertake performance review with the Concessionaire at the end of each quarter not later than 10<sup>th</sup> of the first calendar month of the next quarter as well as the end of each year not later than 10<sup>th</sup> of the first calendar month of the next year
- 12 review the list of manufacturers every year for necessary changes in consultation with the Concessionaire
- 13 make necessary additions in the list of mandatory list of items as and when required.
- 14 monitor the quality assurances as described in this agreement.
- 15 facilitate undertaking of quality audits from the office of the Director, Drugs Control through its testing laboratory. Apart from statutory quality audits, non-statutory quality audits will also be undertaken twice in a year through NABL/other accredited laboratories.
- 16 monitor compliance of Article 3 by the Concessionaire relating to Performance Security
- 17 ensure presence and participation of designated personnel during quarterly and annual performance review as described under 'A12' of this Article

## **ARTICLE 6**

### ***REPRESENTATIONS AND WARRANTIES, DISCLAIMER***

#### **6.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- I it is duly organised, validly existing and in good standing under the laws of India;
- II it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- III it has the financial standing and capacity to implement the scheme ;
- IV this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- V it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- VI there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may in the aggregate may result in Material Adverse Effect;
- VII it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- VIII it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- IX no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to any Government Agency in relation to Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- X no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.
- XI All liabilities related to quality of medicine , tax dues , penalty due to law and order , medico legal claims ets and their associated cost will be paid by PSP.

#### **6.2 Representations and Warranties of the Authority**

The Authority represents and warrants to the Concessionaire that:

- I the Authority has full power and authority to grant the Concession;
- II the Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- III this Agreement constitutes Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

#### **6.3 Obligation to notify change**

a In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## ARTICLE 7

### Termination of Agreement

#### 7.1 Causes for Termination

Any of the following events shall constitute an event of default by the Concessionaire entitling the Authority to terminate this contract:

- a. Failure to commence services within one (1) month of signing the agreement
- b. Over charging from the patients for any of the items and not offering the pre determined discount in violation of the terms of the agreement.
- c. Selling expired or spurious or recycled or a combination of any such products to the customers from the fair price outlet .
- d. Failure to comply with the statutory requirements, Drugs & Cosmetics Acts, Rules and other applicable norms
- e. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the Concessionaire for operation and management of the fair price outlet.
- f. Engagement of unqualified persons for running of the Services
- g. Use of the allocated space by the PSP for any other purpose other than the approved scheme.
- h. Failure to comply with the terms of the contract relating to the Performance Security to be furnished by the Concessionaire in the form of Bank Guarantee.
- i. Complaints of Stock outs received from the customers also verified by surprise checks in more than three occasions in a month
- j. If the Concessionaire in the judgement of the authorities has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- k. If the Concessionaire has sublet the space to any other Organization for operation and management of the fair price outlet.
- l. In case the private partner fails to pay the assessed rent to the BJUPSS on or before 5th day of each English calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by the Authority/Department . However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the authority.
- m. If the private partner fails to pay the electricity bills within the stipulated time decided by concern electricity company relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by the Authority/Department . However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the authority.
- n. Non payment of any other relevant dues as per agreement.
- o. Non-compliance of 'Information System' as described in agreement.

## **7.2 Notice/Show Cause and Cure and Termination**

- a Upon occurrence of any of the defaults, the authorities will issue notice of show cause to the fair price outlet.
- b If the Concessionaire fails to demonstrate to the Authorities that the default has been cured or fails to satisfy the Authorities, the Authorities may terminate this Agreement.
- c The decision of the Authorities to terminate the agreement shall be final and binding on the Concessionaire.

## **7.3 Termination due to Change in Law**

- a The Concessionaire shall have the right to terminate the agreement on account of a “Change in Law”. For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:
  - I Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority;
  - or
  - II The imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Clearance or Applicable Law) in connection with the issuance, renewal or modification of any Clearance after the date of this Agreement;
  - or
  - III Any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided nothing contained in this Section 7.3 ‘a’ shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

- b In the event of Change in Law the Concessionaire may propose to BJUPSS modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

## **7.4 Consequences of Termination**

- a Upon Termination of this Agreement for any reason whatsoever, the Concessionaire shall remove from the Site/Fair Price Outlet all equipment, furnishing & refurbishing, stocks installed by it in the Fair Price Outlet. In doing so however, it shall refrain from damaging the Site/Fair Price Outlet in any manner whatsoever.



- b The Authorities shall have the power and authority to:
- I enter upon and take possession and control of the Site and the Fair Price Outlet;
  - II prohibit the Concessionaire and any Person claiming through or under the Concessionaire from entering upon/dealing with the Site/Fair Price Outlet;
  - III based on merit may recommend concern authority (collector / CMHO/ Drug controller ) to cancel registration / licences/ other approval or take action against PSP operation not limited to this project.
  - IV based on merit may blacklist PSP for any Government project.

## **ARTICLE 8**

### ***DISPUTE RESOLUTION***

#### **8.1 Amicable Resolution**

Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations failing which they shall attempt at dispute resolution with the intervention of mutually agreed official of the GoCG.

#### **8.2 Arbitration**

Except for a dispute in connection with Termination, in which respect the decision of the Authority shall be final, any dispute between the Parties arising out of or relating to this Agreement including the meaning or interpretation of any of the terms set out hereto or any other matters which cannot be resolved through good faith negotiations shall be finally referred to an arbitrator appointed by the GoCG. Principal Secretary, GoCG, UADD will be sole arbitrator for this agreement. Both the parties shall abide by the opinions of the arbitrator in settling the dispute.

## **ARTICLE 9 MISCELLANEOUS**

#### **9.1 Validity**

**This Agreement shall be valid for a period of 15( Fifteen) years**, subject satisfactory consecutive annual performance review reports during the initial contract period.

#### **9.2 Handback of Site**

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Concessionaire shall hand back vacant and peaceful possession of the Site to the BJUPSS free of cost and in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Concessionaire shall also return all the equipment taken from the government, if any, in working condition subject to normal wear and tear.

#### **9.3 Assignment and Charges**

- a The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Site. Subject to sub-Articles (b) and (c) herein below, the Concessionaire shall not assign this Agreement or the rights, benefits and obligations hereunder save and except with prior written consent of the Authority.
- b Except as provided in this provision, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of the Authority, who shall be entitled to decline without assigning any reason whatsoever. Restraint set forth hereinabove shall not apply to:
  - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) over the equipments and facilities installed by the Concessionaire, in the ordinary course of business of the Concessionaire;
  - (ii) pledges/hypothecation of stocks/assets other than Site and the immoveable premises comprised in the Fair Price Outlet, as security for indebtedness, in favour of the lenders and working capital providers for the implementation of the scheme;
  - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the Project, as security for financial assistance provided by them.
- c The Authority shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

**9.3 Indemnity**

The Concessionaire shall indemnify, defend and hold the Authority and the GoCG harmless against any and all proceedings, actions and third party claims arising out of a breach by Concessionaire of any of its obligations under this Agreement.

**9.4 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Chhattisgarh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

**9.5 Redressal of Public Grievances**

The Concessionaire shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Fair Price Outlet.

**9.6 Supercession & Order of Priority**

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence or understandings in respect of the Project.

Without prejudicing the aforesaid, the Parties hereby agree that in case of any inconsistency between the provisions of this Agreement and the Scheme, the provisions of the Scheme shall prevail.

**9.7 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**9.8 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery or by Speed Post, or by recognised national / international courier or by email with scanned document or by facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_

\_\_\_\_\_ (address)

Fax No. \_\_\_\_\_ Email:

If to the Concessionaire

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_

\_\_\_\_\_ (address)

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by Speed Post or by recognized national / international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

**9.9 Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**9.10 No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**IN WITNESS WHEREOF the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, month and year first above written.**

<b>SIGNED SEALED AND DELIVERED</b>	<b>bySIGNED SEALED AND DELIVERED</b>
<b>the</b>	<b>by the Authorized Representative of the</b>
<b>The Secretary of BJUPSS</b>	<b>Concessionaire at</b>
_____, -----	_____
--	
<b>On behalf of the BJUPSS,.....</b>	<b>Name and Designation of the person:</b>
	<b>Name of the Organisation:</b>

**Witness:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. -----

Schedule 1

List of items for stocking and selling

A. List of medicines and consumables under mandatory list:

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
1	Analgesic and antipyretic /Muscle relaxant	Aceclofenac + Paracetamol (100 mg + 325 mg) Tablets
2	Analgesic and antipyretic /Muscle relaxant	Aceclofenac 100 mg Tablets
3	Analgesic and antipyretic /Muscle relaxant	Diclofenac 50 mg+ paracetamol 325 mg+ chlorzoxazone 500 mg tablets
4	Analgesic and antipyretic /Muscle relaxant	Diclofenac Gel ( Diclofenec Diethylamine
5	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium + Serratiopeptidase
6	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium (SR) Tablets 100 mg
7	Analgesic and antipyretic /Muscle relaxant	Diclofenac Sodium 50 mg Tab
8	Analgesic and antipyretic /Muscle relaxant	Ibuprofen film coated Tablets 200mg
9	Analgesic and antipyretic /Muscle relaxant	Ibuprofen Tablets 400mg
10	Analgesic and antipyretic /Muscle relaxant	Nimesulide 100 mg Tab
11	Analgesic and antipyretic /Muscle relaxant	Paracetamol + Diclofenac Sodium (325 mg
12	Analgesic and antipyretic /Muscle relaxant	Serratiopeptidase Tablets 10 mg
13	Analgesic and antipyretic /Muscle relaxant	Paracetamol Tablets 650 mg
14	Analgesic and antipyretic /Muscle relaxant	Aceclofenac 100 mg + Paracetamol 325 Mg + Serratiopeptidase
15	Analgesic and antipyretic /Muscle relaxant	Paracitamol 500 mg Tablet
16	Analgesic and antipyretic /Muscle relaxant	Mefenamic Acid Suspension 100 mg/5ml
17	Analgesic and antipyretic /Muscle relaxant	Paracitamol 250 mg Syp
18	Analgesic and antipyretic /Muscle relaxant	Mefenamic acid 500 mg + paracetamol
19	Analgesic and antipyretic /Muscle relaxant	Paracitamol 125 mg drops

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
20	Analgesic and antipyretic /Muscle relaxant	Nimesulide Gel
21	Analgesic and antipyretic /Muscle relaxant	Dicyclomine 10mg + Mefenamic 250 mg
22	Analgesic and antipyretic /Muscle relaxant	Paracetamol I.P. 125 mg:
23	Anti fungal	Soframycin ointment
24	Anti fungal	Quadiderm Ointment
25	Anti fungal	CLOTRAMAZOLE
26	Anti fungal	COTRIMOXAZOLE
27	Anti fungal	Miconazole Ointment
28	Antiallergic Drugs	Levocitrizen Tab
29	Antiallergic Drugs	PROMETHAZINE Tab/Syp
30	Antiallergic Drugs	LEVOCETIRIZINE HCL+MONTELUKAST SODIUM
31	Antiallergic Drugs	CHLORPHENIRAMINE
32	Antiallergic Drugs	Montilucas Tab/syrup
33	Antiallergic Drugs	Fexofenadin 120/180 mg Tablet
34	Antiallergic Drugs	Dexamethoson Inj
35	Antiallergic Drugs	Pheniramline Inj
36	Antiallergic Drugs	Epinephrine HCL inj
37	Antiallergic Drugs	Prednisolone Tab/Inj
38	Antiallergic Drugs	Fexofenadin 30 mg drops
39	Antiinfective Drugs	LEVOFLOXACIN 500MG TABLET.
40	Antiinfective Drugs	LEVOFLOXACIN 5 MG/ ML
41	Antiinfective Drugs	Azithromycin 250/ 500 mg tab/ Syp/ Drops
42	Antiinfective Drugs	Cefotaxime Sodium Injections 500 mg
43	Antiinfective Drugs	Cefotaxime Sodium Injections 250 mg
44	Antiinfective Drugs	Cefpodoxime 100 mg
45	Antiinfective Drugs	Ciprofloxin 250 tablet
46	Antiinfective Drugs	Ciprofloxin 500 tablet
47	Antiinfective Drugs	Cephalexin 125 mg DT
48	Antiinfective Drugs	Cephalexin 250 mg Tab
49	Antiinfective Drugs	Cephalexin 500 mg Tab
50	Antiinfective Drugs	Ceprofloxacin 250 mg+ Tinidazole
51	Antiinfective Drugs	Diclofenac Gel
52	Antiinfective Drugs	Norfloxacin 400 mg+Tinidazole 600mg Film Coated Tablets

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
53	Antiinfective Drugs	Ofloxacin + Ornidazole (200 mg + 500 mg) film coated Tablets
54	Antiinfective Drugs	Ofloxacin 200 mg film coated Tablets
55	Antiinfective Drugs	Ofloxacin 400 mg film coated Tablets
56	Antiinfective Drugs	Ondenestron Tablet
57	Antiinfective Drugs	Ondenestron Drop/ syp
58	Antiinfective Drugs	Vancomycin Intravenous Infusion
59	Antiinfective Drugs	Fluconazole 150 mg Tablets
60	Antiinfective Drugs	Amoxycillin Potassium clavaneT 228.5 mg Tablet/Syp
61	Antiinfective Drugs	Metronidazole 5 mg / ml Infusion
62	Antiinfective Drugs	Albendazole (200 mg / 5ml) Syrup
63	Antiinfective Drugs	Albendazole 400mg Tabs
64	Antiinfective Drugs	Metronidazole Film Coated Tablets
65	Antiinfective Drugs	Metronidazole Tablets 400 mg
66	Antiinfective Drugs	Ornidazole 500 mg film coated Tablets
67	Antiinfective Drugs	Arteether 150 mg / 2ml inj
68	Antiinfective Drugs	Chloroquine Phosphate 250 mg film
69	Antiinfective Drugs	Primaquine Tablets 7.5/ 15 mg
70	Antiinfective Drugs	Ketoconazole Tablets 200 mg
71	Antiinfective Drugs	Amoxycillin And Potassium Clavulanate syp
72	Antiinfective Drugs	Clindamycin Inj 300 mg / 2 ml
73	Antiinfective Drugs	Ofloxacin Infusion 200 mg /100 ml
74	Antiinfective Drugs	Ivermectin Tablets 12 mg
75	Antiinfective Drugs	Syrup - Cefuroxime 125 mg
76	Antiinfective Drugs	Cephalexin 125 mg/5ml dry syrup
77	Antiinfective Drugs	Levofloxacin 500 mg Infusion / IV
78	Antiinfective Drugs	Cefpodoxime proxetil 50 mg
79	Antiinfective Drugs	Ofloxacin 200 mg + Ornidazole
80	Antiinfective Drugs	Cefuroxime 125 mg tablet
81	Antiinfective Drugs	Clarithromycin 250 mg tablet
82	Antiinfective Drugs	Avil Tab/ Injection
83	Antiinfective Drugs	Chlorphenaramin malet+Phelenamine Syp/ Drops
84	Antiinfective Drugs	Amikacin Inj
85	Antiinfective Drugs	Ampicillin 250/500 Cap/inj
86	Antiinfective Drugs	Benzyle Penicillin Inj

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
87	Antiinfective Drugs	levamisole hydrochloride Tab
88	Antiinfective Drugs	ROXITHROMYCIN
89	Antiinfective Drugs	Bromhexine Syp
90	Antiinfective Drugs	Diethyl Carbamazine Citrate Tab
91	Antiinfective Drugs	Rifampicine Tab
92	Antiinfective Drugs	Quinine Tab/Inj
93	Anti Septic Drugs	CHLORHEXIDINE Solution
94	Anti Septic Drugs	Ethanol (Spirit)
95	Anti Septic Drugs	Sodium hypochloride powder
96	Anti Septic Drugs	Glycerine sodium Chloride
97	cardio vascular system	TELMISARTAN 40 MG
98	cardio vascular system	TELMISARTAN + AMLODIPINE
99	cardio vascular system	TELMISARTAN 40 MG + HYDROCHLOROTHIAZIDE 12.5 MG
100	cardio vascular system	Ecosprin 75/150 Tab
101	cardio vascular system	Sorbitrate Tab
102	cardio vascular system	Aspirin Tab
103	cardio vascular system	Clopidergel tab
104	cardio vascular system	Dipyridamole Tab
105	cardio vascular system	Apixaban Tab
106	cardio vascular system	heparin Tab
107	cardio vascular system	Enalpril Tab
108	cardio vascular system	lisinopril Tab
109	cardio vascular system	Ramipril Tab
110	cardio vascular system	ATORVASTATIN 10 MG
111	cardio vascular system	ATORVASTATIN 20MG
112	cardio vascular system	TENELIGLIPTIN
113	cardio vascular system	CILNIDIPINE 20 MG
114	cardio vascular system	RAMIPRIL 2.5 MG/5 MG
115	cardio vascular system	CARVEDILOL 3.125MG TAB
116	cardio vascular system	CARVEDILOL 6.25MG TAB
117	cardio vascular system	CARVEDILOL 12.5MG TAB
118	cardio vascular system	Atenolol 5/10 mg tab
119	cardio vascular system	Escitalopram 10 mg Tabs
120	cardio vascular system	Escitalopram 20 mg Tabs
121	cardio vascular system	S-Amlodipine Tablets 2.5 mg
122	cardio vascular system	Isosorbide Dinitrate Tab



<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
123	cardio vascular system	Acetyl salicy Tab
124	cardio vascular system	Metoprolol
125	cardio vascular system	Nifedipine
126	Central nerve system	Alprazolam .25/.5 Tab
127	Central nerve system	Dizapam Tab
128	Central nerve system	ESCITALOPRAM 10 MG + CLONAZEPAM 0.25 MG TABS
129	Central nerve system	PHENYTOIN SODIUM
130	Central nerve system	FLUNARIZINE
131	Central nerve system	PREGABALIN
132	Central nerve system	PREGABALIN+NORTRYPTILLIN
133	Central nerve system	PREGABALIN 75 MG
134	Central nerve system	ESCITALOPRAM+CLONAZEPAM
135	Diabetes	Insulin Glargine 100 IU Injections (Novoratried/Lantus/Mixtard)
136	Diabetes	insulin aspart (NovoLog, FlexPen, Fiasp)
137	Diabetes	insulin glulisine (Apidra)
138	Diabetes	insulin lispro (Humalog)
139	Diabetes	insulin degludec (Tresiba)
140	Diabetes	insulin detemir (Levemir)
141	Diabetes	insulin glargine (Lantus)
142	Diabetes	insulin glargine (Toujeo)
143	Diabetes	NovoLog Mix 70/30 (insulin aspart protamine-insulin aspart)
144	Diabetes	Humalog Mix 75/25 (insulin lispro protamine-insulin lispro)
145	Diabetes	Humalog Mix 50/50 (insulin lispro protamine-insulin lispro)
146	Diabetes	Humulin 70/30 (human insulin NPH-human insulin regular)
147	Diabetes	Novolin 70/30 (human insulin NPH-human insulin regular)
148	Diabetes	METFORMIN+GLIMEPIRIDE
149	Diabetes	GLIMIPRIDE+METFORMIN HCL
150	Diabetes	GLIMEPIRIDE & METFORMIN HYDROCHLORIDE SUSTAINED RELEASE TABLETS
151	Diabetes	GLIMIPRIDE 2MG+METFORMIN 500
152	Diabetes	GLIMEPIRIDE HCL

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
153	Diabetes	Glipizide Tab
154	Diabetes	Metformin Tab
155	Diabetes	Pioglitazone Tab
156	Diabetes	acarbose Tab
157	Diabetes	Glibenclamide Tab
158	Drugs acting on Gastro-intestinal-tract	Domperidone Tablets 10 mg
159	Drugs acting on Gastro-intestinal-tract	Domperidone 5 mg / 5 ml Syrup
160	Drugs acting on Gastro-intestinal-tract	Antacid Tablets [Dried Al (Oh) 3 + Mg (Oh) 2 + Simethicone
161	Drugs acting on Gastro-intestinal-tract	Ispagula Husk Powder
162	Drugs acting on Gastro-intestinal-tract	Omeprazole + Domperidone
163	Drugs acting on Gastro-intestinal-tract	Omeprazole 20 mg Capsuls
164	Drugs acting on Gastro-intestinal-tract	Ondansetron Injection 2 mg/ml
165	Drugs acting on Gastro-intestinal-tract	Pantoprazole 20/ 40 mg
166	Drugs acting on Gastro-intestinal-tract	Rabeprazole + Domperidone Sr tab
167	Drugs acting on Gastro-intestinal-tract	Rabeprazole 20 mg Enteric
168	Drugs acting on Gastro-intestinal-tract	Ranitidine Tablets 150/300 mg Film Coated
169	Drugs acting on Gastro-intestinal-tract	Oral Rehydration Salts
170	Drugs acting on Gastro-intestinal-tract	Domperidone 30 mg + Pantoprazole
171	Drugs acting on Gastro-intestinal-tract	Doxylamine Succinate 10 mg + Pyridoxine Hcl 10 mg Tablets
172	Drugs acting on Gastro-intestinal-tract	Sucralfate Suspension 500 mg/5ml
173	Drugs acting on Gastro-intestinal-tract	Dicyclomine 10 mg + Paracetamol Tab/Syp/Drops
174	Drugs acting on Gastro-intestinal-tract	ESOMEPRAZOLE 20MG + DOMPERIDONE... 30MG
175	Drugs acting on Gastro-intestinal-tract	LAXATIVE SUSPENSION LIQUID PARAFIN +MILK OF MAGNESIA

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
176	Drugs acting on Gastro-intestinal-tract	SUCRALFATE
177	Drugs acting on Gastro-intestinal-tract	AMINO ACID
178	Drugs acting on Gastro-intestinal-tract	Enzyme Cap
179	Drugs acting on Gastro-intestinal-tract	Enzyme Syp
180	Drugs acting on Gastro-intestinal-tract	WHO Recommended ORS
181	Drugs for female reproductive organs	Norethisterone Tablets 5 mg
182	Drugs for female reproductive organs	Oxytocin Injection IP 5 iu /ml
183	endocrine gland including steroids & immunosuppressant	Gentamycin Inj
184	endocrine gland including steroids & immunosuppressant	Dexamycin inj
185	endocrine gland including steroids & immunosuppressant	Dexamethason 5 mg tab
186	endocrine gland including steroids & immunosuppressant	Nandrolone 50/100 mg injection
187	endocrine gland including steroids & immunosuppressant	THYROXINE SODIUM
188	endocrine gland including steroids & immunosuppressant	THYROXINE
189	Eye & ENT	Carboxy Methyl Cellulose Eye Drops 0.5% W/V
190	Eye & ENT	Xylometazoline 0.1 % W/V Nasal Drop
191	Eye & ENT	Sodium Chloride 0.65% W/V Nasal Drops
192	Eye & ENT	Oxymetazoline 0.5 mg /ml Nasal Drops
193	Eye & ENT	Timolol Maeleate 0.5 % Eye Drops
194	Eye & ENT	Ofloxacin Eye Drops 0.3% W/V
195	Eye & ENT	Tobramycin Eye Drops
196	Eye & ENT	Acyclovir Eye Ointment
197	Eye & ENT	Ciprofloxacin 0.3% W/V Eye drops
198	female reproductive organs	CLOMIPHENE +MELATONIN
199	female reproductive organs	Desogestrol Tab
200	female reproductive organs	Norethisterone Tab

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
201	General	Sanitary pads
202	Local/General anaesthetics drugs	Vecuronium Bromide Injection 4 mg
203	Local/General anaesthetics drugs	Lignocaine Injection IP 2% w/v Lignocaine (Lidocaine)
204	Local/General anaesthetics drugs	Hydrochloride Gel IP 2% w/v
205	Local/General anaesthetics drugs	Atracurium Besilate Injection 25mg/2.5m
206	Respiratory tract	Deriphyline Injection
207	Respiratory tract	Deriphyline 150/300 Tab
208	Respiratory tract	Salbutamol Inhaler/ Tab
209	Respiratory tract	Budesonide (200mcg) Inhaler/ tab
210	Respiratory tract	Ipratropium (500 mcg) + Levosalbutamol (1.25 mg) Respules
211	Respiratory tract	Salbutamol 2 mg/5 mg syp
212	Respiratory tract	TERBUTALINE SUL+ BROMHEXINE GUAIPHENESIN & MENTHOL
213	Respiratory tract	TERBUTALINE GUAIPHENESIN AMBROXOL
214	Respiratory tract	Levosalbutamol Syp
215	Skin	Povidine ointment
216	skin	Povidone Iodine Solution
217	Skin	Calamine Diphenhydramine hydrochloride Lotion
218	Skin	Clobetasol (0.05 %w/w) + Salicylic Acid (3 %w/w) Ointment
219	Skin	NEOMYCIN, POLYMIXIN B, BACITRACIN ZINC 5GM OINTMENT
220	Skin	CLOBETASOL PROPIONATE NEOMYCIN
221	skin	SILVER SULFADIAZINE&CLORHEXIDINE GLUCONATE CREAM 15GM
222	Skin	Clotrimazole (1 %w/w) + Beclomethasone (0.025 %w/w) + Neomycin Ointment (0.5 %w/w)
223	Thyroid	Thio amide Tab
224	Thyroid	Methimazole Tab
225	Thyroid	Levothyroxin Iodide Tab
226	Thyroid	Liothyronone Tab
227	Vitamins, minerals & Food Supplement	Vitamin D3 Syp/Drops
228	Vitamins, minerals & Food Supplement	Vitamin C Tab

<b>List of the Medicines</b>		
<b>No</b>	<b>Drug Related to</b>	<b>Name of the medicine</b>
229	Vitamins, minerals & Food Supplement	Calcium 500/250Tab/Syp
230	Vitamins, minerals & Food Supplement	Multivitamin Tab/Drops/Syp
231	Vitamins, minerals & Food Supplement	Vitamin D tab
232	Vitamins, minerals & Food Supplement	Vitamin E Cap
233	Vitamins, minerals & Food Supplement	Grype Water Syp
234	Vitamins, minerals & Food Supplement	Calcium Syp/Drop
235	Vitamins, minerals & Food Supplement	Decadron Injection
236	Vitamins, minerals & Food Supplement	Iron and Zinc Syp
237	Vitamins, minerals & Food Supplement	Multi vitamin Syp/drops
238	Vitamins, minerals & Food Supplement	Vitamin E cap
239	Vitamins, minerals & Food Supplement	Neurobion Tab/ inj
240	Vitamins, minerals & Food Supplement	ZInc Tablet/Drops/Syp
241	Vitamins, minerals & Food Supplement	Folic Acid tablet
242	Vitamins, minerals & Food Supplement	VITAMIN B COMPLEX
243	Vitamins, minerals & Food Supplement	Iron Tab/syp/drops
244	Vitamins, minerals & Food Supplement	CALCIUM+VITAMIN D3+MINERALS
245	Vitamins, minerals & Food Supplement	Ascorbic Acid Tab
246	Vitamins, minerals & Food Supplement	Folic Acid Tab
247	Vitamins, minerals & Food Supplement	Vitamin A Tab
248	Vitamins, minerals & Food Supplement	Vitamin B 12 Tab
249	Vitamins, minerals & Food Supplement	Pyredoxin HCL Tab
250	Vitamins, minerals & Food Supplement	Niacinamide Tab
251	Vitamins, minerals & Food Supplement	Haemoglobin Syp

<b>Surgical Items</b>		
<b>NO</b>	<b>Drug Related to</b>	<b>Name of the Medicine</b>
1.	Vaccine	B.C.G.
2.	Vaccine	D.P.T.
3.	Vaccine	Hepatitis B
4.	Vaccine	Measles
5.	Injections	Tetanus
6.	Surgical	IV set/Scalp ven Set
7.	Surgical	Disposable syringe
8.	Surgical	Disposable niddle
9.	Surgical	DNS/D5/NS/RL/ IV
10.	Surgical	Bandages all sizes
11.	Surgical	Cotton all sizes
12.	Surgical	Spirit solution
13.	Surgical	Sugar Test Kit
14.	Surgical	BP checking Machine
15.	Surgical	Oxymeter
16.	Surgical	Pregnancy Diagnostic kit
17.	Surgical	Thermometer Digital/Mercury
18.	Surgical	Paper Tape All Sizes
19.	Surgical	Phenyl
20.	Surgical	Ciprofloxin IV
21.	Surgical	Metronidazole IV
22.	Surgical	Norfloxine IV
23.	Surgical	Plain catheter
24.	Surgical	Adhesive Plaster
25.	Surgical	Crepe Bandages & Roller Bandage
26.	Surgical	Plaster of Paris Bandages
27.	Surgical	Surgical Gloves

**It is to be noted that more number of formulations may be added in the above list of items for stocking and selling in Generic Form as and when required.**

On need basis BJUPSS/GoCG may add branded medicine ,vaccine and other essential commodity as per GoI/ GoCG approved rates.

**BJUPSS may procure medicine and other item for Mukhyamantri Slum Swasthaya Yojana (MSSY) in approved discounted rates but shall not be bound to this purchase exclusively. PSP must stock sufficient quantity of Medicine for supply under this project based on demand of BJUPSS. For supply of MSSY project PSP must store items as per PHC Essential Drug List published and amended time to time by GoCG.**

**Apart the items mentioned above under “I” above, the Concessionaire shall be allowed to procure and sell Generic/Branded Medicines for formulations other than the mandatory list of items as mentioned above to meet the requirements of the customers. In addition, if the generic version for any of the above items is not available, such items shall be procured and sold under Branded Medicines. For these item prior permission from BJUPSS is required. BJUPSS may add or delete items of above list as per agreement terms and conditions.**

1	Cipla	11	Alembic
2	Ranbaxy	12	Mankind
3	Sun Pharma	13	Intas
4	Cadila	14	Abott
5	Glenmark	15	Wockhard
6	Dr.Reddy's	16	Biocon
7	Pfizer	17	Aurobidno
8	Piramal	18	Glaxo
9	Lupin	19	Merck
10	Sandoz	20	Alkem

## Schedule 2

### Possession Certificate

Whereas it has been decided by BJUPSS vide RFP No.

\_\_\_\_\_ dated \_\_\_\_\_ the Government of Chhattisgarh vide Order No. \_\_\_\_\_ dated \_\_\_\_\_ that fair price outlet would be set up in the \_\_\_\_\_ City of -- \_\_\_\_\_ district under SSDY by----- of----- (Private Partner) for availability of quality medicines, consumables, implants etc a in accordance with the Agreement executed on ----- between the aforesaid Private Partner and the \_\_\_\_\_ of the Municipal Corporation Jagdalpur.

Whereas in terms of the aforesaid Government Order and the Agreement executed, the Authorities is required to provide adequate space as per the Drugs and Cosmetics Acts and laws in the above mentioned ----- city of----- to the above private partner to set up the fair price outlet;

Whereas the cover space in total area of -----square feet as indicated in the enclosed site map, within the premises of ----- has been identified as the project site in respect of the fair price outlet referred to above.

Now in keeping with the decision of the BJUPSS/ Government and the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to -----(Private Partner) on the following terms and conditions:

The ownership of the site remains with the Municipal Corporation and the private partner shall have only occupancy right to this site on payment of rent for operating fair price outlet till such date as per the agreement executed between \_\_\_\_\_, BJUPSS and the Private Partner

No encumbrance of any nature shall be created in the site.

The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.

The occupant shall not sell, transfer or rent out this project site or its part for any purpose whatsoever and the entire site will be used exclusively for fair price out by the Private Partner in terms of the agreement with the \_\_\_\_\_ .

The occupant shall in respect to the said site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with \_\_\_\_\_ of BJUPSS.

The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 15 (Fifteen) years whichever is earlier.

**Date :**  
**Place :**

**(Signature)**



\_\_\_\_\_

**Municipal Commissioner**

**Place:** \_\_\_\_\_

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Received the possession of the above mentioned project site on this day of----- of -----  
-----and solemnly declare that I shall abide by all the terms and conditions of the  
agreement as well as the terms mentioned in this certificate.

**Date :**           **(Signature of Private Sector Place : Partner)**

**Name of the Private Partner:**

**Name of the Organization:**

**Address**

**Schedule 3**

**Pro-forma of Bank Guarantee/ Security Deposit**

Form of unconditional Bank Guarantee for Establishment of Fair Price Outlets for Medicines, Consumables etc at Selected site through competitive bidding process at \_\_\_\_\_ city, \_\_\_\_\_ District under agreement and work order dated .....by the BJUPSS

**Bank Guarantee Bond No.:**

**Amount of the Guarantee:**

**Guarantee amount covered from (date):**

**Last date of lodging of claim:**

1. This Deed of Guarantee executed by \_\_\_\_\_ Bank, ----- (*Branch and complete address*) [hereinafter referred to as “**The Bank**”] in favour of \_\_\_\_\_ (*address and District*) [hereinafter referred to as “**The Beneficiary**”] for an amount not exceeding Rs \_\_\_\_\_ (figures and words) at the request of \_\_\_\_\_ (*name and complete address of the private partner*) [hereinafter referred to as “**The Party**”]
2. This Guarantee is issued subject to the condition that the liability of The Bank under this Guarantee is limited to maximum of Rs \_\_\_\_\_ (figures and words) and the Guarantee shall remain in full force upto \_\_\_\_\_ (*last date 54 months from the date of execution of this document*) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on The Bank on or before the last date of claim. In consideration of The Secretary of \_\_\_\_\_, \_\_\_\_\_ (*address and District*) [“**The Beneficiary**”] having agreed to award a contract in favour of \_\_\_\_\_ (*name and complete address of the private partner*) [The Party]for Establishment of Fair Price Outlets for Medicines, Consumables etc at Selected shops at \_\_\_\_\_ BJUPSS, \_\_\_\_\_ District vide Order no, \_\_\_\_\_ and as per the terms and conditions of the agreement between The Secretary of \_\_\_\_\_ and \_\_\_\_\_ (name of the private partner), The Party is required to furnish Performance Security in the form of Bank Guarantee for an amount of Rs \_\_\_\_\_ (figures and words)
3. We, The ----- Bank, \_\_\_\_\_ Branch \_\_\_\_\_ (address) do hereby undertake to pay a sum of Rs (figures and words) against breach by the said Party of any of the terms and conditions of the agreement between The Secretary of \_\_\_\_\_ BJUPSS, \_\_\_\_\_ and The Party.
4. Notwithstanding anything to the contrary, decision of “**The Beneficiary**” as to whether “**The Party**” has made any default or defaults and the amount or amounts to which “**The Beneficiary**” is entitled by reason thereof will be binding on “**The Bank**” and “**The Bank**” shall not be entitled to dispute such claim or claims or ask “**The Beneficiary**” to establish such claim or claims under this Guarantee and will pay the amount forthwith without any objection

5. We, The ----- Bank, \_\_\_\_\_ Branch \_\_\_\_\_ (address) do hereby undertake to pay the amount claimed to or would be caused to or suffered by “The Beneficiary” by reason of any breach by “The Party” of any of the terms and conditions contained in the said agreement or by reason of failure by “The Party” to perform the said agreement. However, the liability of “The Bank” under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (figures and words).
6. “The Bank” do hereby undertake not to revoke this Guarantee during its currency except with the previous consent of “The Beneficiary” in writing.
7. Notwithstanding anything contained hereinabove, the liability of “The Bank” under this Guarantee is restricted to an amount of Rs \_\_\_\_\_. This Guarantee shall remain in force upto \_\_\_\_\_ (*date, month and year*)
8. In case of extension of time for the Bank Guarantee, the same shall have to be extended at The Party’s cost.
9. The Bank shall have no obligation to go into the veracity of any demand made by the “Beneficiary” and shall pay the amount specified in the demand notwithstanding any directions to the contrary given or any dispute whatsoever raised by the “ The Party”.
10. It will not be necessary for the “Beneficiary” to move against the “The Party” first and the guarantor (Bank) will be treated as the principal debtor for the purpose.
11. Obligation of the guarantor (Bank) shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted or postponement/ non exercise/ delayed exercise of any of its rights by the “Beneficiary” or any indulgence shown by the “Beneficiary” to the “The Party”.
12. This guarantee shall not be affected by any change in the constitution or winding up of the “The Party”/ the Guarantor (bank) or any absorption, merger or amalgamation of the “The Party”/ the Guarantor.
13. The guarantee amount is to be made payable at .....Chhattisgarh.

#### **Schedule 4-**

Following document will be part of this agreement

1. SastiDawaDukanYojna Scheme document issued by GoCG
2. Shop allotment letter by Municipal Corporation
3. Signed and published RFP document
4. Technical Bid Submitted by PSP