



TENDER NO. :- BPPI/CFA - 05/2014

**TENDER FOR APPOINTMENT OF:
CARRYING & FORWARDING AGENTS (C&F AGENT)
FOR
Bureau of Pharma Public Sector Undertakings of India**



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
(Set up under the Department of Pharmaceuticals, Govt of India)
IDPL corporate office Complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon 122016
Telephone: 0124-4303751 / 4556754; Fax: 0124-230370

TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENTS (C&F AGENT)

**FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA AT:
(BHUBANESHWAR, BHOPAL, CHANDIGARH, ZIRAKPUR, DELHI, PUNE,
GUWAHATI, JAMMU, LUCKNOW, PATNA, RAIPUR AND RANCHI)**

1. Tender Reference : **BPPI/CFA -05/2014
Dated: 24/ 02 / 2014**
2. Date of Commencement of sale : **24/02 / 2014**
Of tender documents
3. Last date for sale of tender documents : **18/03 / 2014**
4. Pre-Bid meeting location & schedule : **11.00 AM on 11 /03 / 2014, at
Bureau of Pharma Public Sector
Undertakings of India,
IDPL corporate office complex,
Old Delhi – Gurgaon Road,
Dundahera, Gurgaon – 122016
(Haryana)**
5. Last date & time for submission of : **11.00 AM on 19/03/ 2014**
Tender document
6. Time & date for opening of technical bids : **11.30 PM on 19/03 / 2014**
7. Place for opening of Technical Bids : **Bureau of Pharma Public Sector
Undertakings of India,
IDPL corporate office complex,
Old Delhi – Gurgaon Road,
Dundahera, Gurgaon – 122016
(Haryana)**
8. Address for communication : **Bureau of Pharma Public Sector
Undertakings of India,
IDPL corporate office complex,
Old Delhi – Gurgaon Road,
Dundahera, Gurgaon – 122016
(Haryana)**
9. Cost of tender document : **Rs. 1000.00
(Rupees One Thousand Only)**
10. Contact person for clarification, if any :
1. **Shri Kuldip Chopra,
OSD – BPPI**

- 0124 – 4556751
Email: kchopra.bppi@gmail.com
2. Shri Saransh Sharma,
Manager – Strategic
Management – BPPI
0124 – 4556754
Email: saransh.bppi@gmail.com

Alternatively, the tender document can be downloaded from the website of BPPI: www.janaushadhi.gov.in and www.pharmaceuticals.gov.in however the cost of tender document in such cases needs to be paid by way of demand draft of Rs. 1000/- from any nationalised bank in favour of “BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA” and payable at DELHI/GURGAON along with the tender document submission.

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1. INTRODUCTION

- 1.1 BPPI has decided to appoint Carrying & Forwarding Agents (C&F AGENTS) to streamline the supply chain of JAN AUSHADHI Medicines, Drugs & Promotional Items.
- 1.2 This tender is invited for appointment of C&F AGENTS for BPPI at the following locations with responsibility of serving the entire territory of the state/s indicated against them:

Sl. No.	Location of C & F	Territory to be served (Covering Entire State)
1	Bhubaneshwar	Orissa
2	Bhopal	Madhya Pradesh
3	Chandigarh	Chandigarh, Haryana and Himachal Pradesh
4	Delhi	Delhi
5	Guwahati	All North Eastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura)
6	Jammu	Jammu & Kashmir
7	Lucknow	Uttar Pradesh
8	Patna	Bihar
9	Pune	Maharashtra
10	Raipur	Chhattisgarh
11	Ranchi	Jharkhand
12	Zirakpur	Punjab

- 1.3 The C&F AGENTS will be responsible for **stocking** Medicines, Drugs & Promotional Items and **servicing** all JAN AUSHADHI GENERIC MEDICINES OUTLET and also institutional supplies, located in the state for which application is being made.
- 1.4 C&F AGENTS are expected to deliver supplies to the customers and Jan Aushadhi outlets and must ensure that all orders get executed and delivered at customer premises within 48 hours of order placement.
- 1.5 C&F AGENTS will be responsible for following day-to-day activities:

- Coordinate, follow-up and receive indents for supply from various sale points
- Receiving and scheduling orders for supply
- Despatching to JAN AUSHADHI Outlets, Super Stockists, Stockists and Institutions.
- Billing and receiving payment, for supplies.
- Stock transfer to other BPPI locations.
- Generation of replenishment indents to the Central Warehouse / Supplying Locations.
- Depositing the payments in BPPI bank accounts as provided by BPPI
- Stores Management - Receipt, Storage, Handling and Issue
- Inventory management - inventory status and accuracy
- Compliance with local statutory requirements
- Providing daily MIS reports to BPPI
- Any other related item of work as directed by BPPI.

1.6 **Tender Inviting Authority :**

Bureau of Pharma Public Sector Undertakings of India,
IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon 122016 (Haryana)

(Hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

1.7 **Tender Accepting Authority :**

Bureau of Pharma Public Sector Undertakings of India,
IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon 122016 (Haryana)

(Hereinafter referred as **BPPI** unless the context otherwise requires All conditions mentioned in the Tender format are construed to have been accepted by the Tenderer).

1.8 **Last Date for receipt of Tender**

(a) Sealed Tenders under two cover system:

- (i) **Cover – A:** Containing the **“TECHNICAL BID”** and
- (ii) **Cover – B:** Containing the **“PRICE BID”**

Will be received till: **11.00 AM** on **19/ 03/ 2014** by the Tender Inviting Authority - Bureau of Pharma Public Sector Undertakings of India, IDPL corporate office complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon 122016 (Haryana). Tenders received after the prescribed date and time as above will not be accepted and if received through post/courier will not be opened.

- (b) The price bid shall be valid for a period of 120 days from the date of opening of Cover-A (Technical Bid). The Tender Inviting Authority may request the tenderer to extend the bid validity for further period as deemed fit.

2. ELIGIBILITY CRITERIA

2.1 Tenderer should have minimum three Years of experience (prior to the date of advertisement) in handling C&F operations of pharmaceuticals, for at least of 3 pharmaceutical companies.

2.2 The average annual sales volume of pharmaceutical items handled by the Tenderer in the preceding 3 financial years should not be less than Rs. 5 crores and also should not be less than Rs. 5 crores for the preceding Financial Year (2012 - 13).

2.3 Tenderer should have commercial space (Owned / Hired) of minimum 500 Sq. ft. For exclusively carrying out the C & F activities for Bureau of Pharma Public Sector Undertakings of India at applied location with space for office.

2.4 Tenderer should have good infrastructure facility including Computer, Printer, Scanner, Fax, Internet, Photocopier, Telephone, Storage Racks and facility for storage of medicines in the controlled temperature etc. at the applied location.

2.5 The tenderer should not have been convicted by any court of law or any statutory authorities.

2.6 The tenderer should be an income tax assessee for last 3 years.

Applicants need to submit all supporting documents applicable for each of the eligibility conditions stipulated.

3. GENERAL CONDITIONS

3.1 A complete set of tender documents may be purchased by any interested eligible person by making an application in writing and upon payment of a non refundable fee of Rs.1000/- (Rupees one thousand) as indicated in the

advertisement in the form of Demand draft drawn in favour of **BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA** payable at Gurgaon.

- 3.2 Alternatively, the tender document can be downloaded from the websites www.janaushadhi.gov.in and www.pharmaceuticals.gov.in. However the cost of tender form Rs.1000/- (Rupees one thousand) needs to be paid by way of demand draft drawn in any nationalized bank in favour of "Bureau of Pharma Public Sector Undertakings of India" payable at Gurgaon along with the tender.
- 3.3 Tender document may be purchased from the office of Tender Inviting Authority between 10.00 Hrs. to 17.00 Hrs. on or before **18 / 03 / 2014** on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay.
- 3.4(a) Tenders will be opened in the presence of Tenderers/authorized representatives who choose to attend on the specified date and time.
- (b) At any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment. All the prospective Tenderers who have purchased the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of tenders.
- (c) Any person who has downloaded the tender document should watch for amendment, if any, on the website www.janaushadhi.gov.in and www.pharmaceuticals.gov.in for which BPPI will not issue any separate communication to them.

4. EMD (Earnest Money Deposit)

4.1 The Earnest Money Deposit shall be Rs.1,00,000/- (Rupees one lakh) The Earnest Money Deposit shall be paid in the form of Bankers Cheque or Demand Draft in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, Gurgaon, payable at DELHI/GURGAON and the same should be enclosed with EMD Advice as per **Annexure – B** of this document.

4.2 The tender submitted without sufficient EMD will be summarily rejected.

4.3 The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.

4.4 The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 15 days after finalization of tender.

4.5 The Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non execution of agreement /undertaking within the period prescribed.

4.6 The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract agreement and / or deposit the security Deposit within the stipulated time.

5. TECHNICAL BID – Cover - A

5.1 The Tenderer should furnish the following documents in a separate cover hereafter called **"Cover A"**:

- (a) Earnest Money Deposit shall be in the form of **Bankers Cheque or Demand Draft** favouring "Bureau of Pharma Public Sector Undertakings of India", payable at Delhi/Gurgaon. EMD in any other form like **cheque/cash/postal order** etc. will not be accepted. Details of the EMD should be submitted as per **Annexure-B**.
- (b) Annual sales volume handled by the tenderer for last 3 financial years i.e., 2010-2011, 2011-2012 and 2012-2013 should be furnished in the format given in **Annexure-A** duly certified by the chartered Accountant.
- (c) Copies of the Annual reports including the Balance Sheet and Profit and Loss Account for the last three financial years i.e. 2010-2011, 2011-2012 and 2012-2013 duly certified by the Chartered Accountant.
- (d) Copies of Income tax assessment orders/returns filed for the last three years are to be attached.
- (e) The tender document should be signed by the authorized official of the Tenderer in all pages with official seal. All the documents enclosed with the tender document should also be signed by the authorized official of the Tenderer.
- (f) The instruments such as power of attorney, resolution of the board, authorising an officer of the Tenderer should be enclosed with the tender duly signed by the Authorised signatory of the tenderer/ Company/Firm and such authorised officer of the tenderer should sign the tender documents.
- (g) Authorisation letter nominating an officer of the Tenderer to transact the business with the BPPI to be furnished.
- (h) A checklist (**Annexure-D**) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged as per **Annexure-D** and should be securely tied or bound.

5.2 All the documents furnished in Cover 'A' should be signed with official seal by the authorised official of the tenderer in each page. Photo copies of the documents should be attested by the tenderer and also be notarized in each page.

5.3 The above documents should be sealed in a separate Cover Superscribed as :

"TECHNICAL BID - COVER 'A'
TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENTS (C&F
AGENT)
AT: (Location Name – city & State)
FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
DUE ON 19/ 03 / 2014 AT 15.00 Hrs.

**AND ADDRESSED TO THE TENDER INVITING AUTHORITY,
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA ,
IDPL COMPLEX, DUNDAHERA, GURGAON 122016”**

6. PRICE BID – Cover – B

6.1 **Cover “B”** contains the Price Bid of the Tender.

6.2 Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the Tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.

6.3 The format of Price Bid is available with this document at **ANNEXURE – C**.

6.4 The Service Charges quoted in **Annexure-C** will be paid as percentage on net sale value at price to Jan Aushadhi Store (exclusive of VAT, CST and sales tax).

6.5 The rates quoted and accepted will be binding on the Tenderer for the full contract period of two years and any increase in the price will not be entertained till the completion of the contract period.

6.6 The price bid should be duly signed by the Tenderer affixing the office seal.

6.7 The Tenderers shall submit duly signed **Annexure - C** in a sealed cover superscribed as **“PRICE BID COVER “B” –TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENTS (C&F AGENT) FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA AT: (LOCATION NAME).** The "Cover-B" should also be addressed to the **TENDER INVITING AUTHORITY, BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, GURGAON, HARYANA- 122016.**

6.8 Two sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”) shall be placed in a separate cover which shall be sealed and Superscribed as **“TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENTS (C&F AGENT) FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA AT: (LOCATION NAME).** The "Cover-B" should also be addressed to the **TENDER INVITING AUTHORITY, BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, GURGAON, HARYANA- 122016.**

6.9 If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day upto 10.30 A.M.

7. OPENING OF BIDS

Technical Bids (Cover - A)

7.1 The Technical bids (Cover A) will be opened on the prescribed time and date i.e. 11.30 AM on 19-03-2014 in the presence of the authorised representatives of the Tenderers whosoever choose to attend.

7.2 Only authorized representatives of the tenderers are entitled to be present at the time of opening of the Bids

7.3 The physical inspection of the infrastructural facilities of the tenderers will be done for only those bidders who fulfil the minimum prescribed eligibility requirements, as stipulated in clause 2 of this document, based on the technical evaluation of the supporting documents submitted by them in Technical Bid Cover 'A'. Physical inspection of the infrastructural facility will be done by a team of BPPI officials for necessary cross-checking of the details as furnished by the applicants.

Price Bids (Cover-B)

7.4 Price Bid (Cover-B) of only those Tenderers who are found eligible based on the technical evaluation and physical inspection will be opened in the presence of the authorised representatives of the tenderers whosoever choose to attend. The time and date for opening the Price bids will be intimated separately to the qualifying tenderers.

7.5 Price Bid will be opened location-wise at the sole discretion of BPPI.

8. ACCEPTANCE OF TENDER

8.1 Final Evaluation of the tenders will be done on the basis of the percentage of Service Charge quoted by the tenderers in **Annexure-C** for determining the L1 (Lowest Tenderer). As per Central Vigilance Commission guidelines, negotiations will be done with L1 bidder only.

8.2 BPPI reserves the right to accept or reject the tender for all or any one or more locations of the C&F AGENT without assigning any reason.

8.3 BPPI or its authorized representative(s) has the right to inspect the facilities of Tenderers, before accepting the rate quoted by them or before appointment and signing of agreement or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the contract / agreement entered into with based on adverse reports brought out during such inspections.

8.4 The acceptance of the tenders will be communicated to the lowest Tenderer in writing.

9. SECURITY DEPOSIT AND AGREEMENT

9.1 Security Deposit:

On being informed about the acceptance of the tender and at the time of signing the Agreement, the lowest Tenderer shall pay the Security Deposit @ Rs. 2,00,000.00 (Two lakhs), Rs. 5,00,000.00 (Five lakhs) and Rs. 7,00,000.00 (Seven lakhs) based on the locality as per the table mentioned hereunder for which they have been selected for. The security deposit is to be made in the form of ***Demand Draft or irrevocable Bank Guarantee*** in favour of **Bureau of Pharma Public Sector Undertakings of India** from any nationalized bank. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of three months beyond the contract period. The format of Bank Guarantee is at **Annexure-E**.

Sl. No.	Location of C & F	Territory to be served (Covering Entire State)	Security Deposit Amount (in Rs.)
1	Bhubaneshwar	Orissa	7 Lacs
2	Bhopal	Madhya Pradesh	2 Lacs
3	Chandigarh	Chandigarh, Haryana and Himachal Pradesh	5 Lacs
4	Delhi	Delhi	2 Lacs
5	Guwahati	All North Eastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura)	2 Lacs
6	Jammu	Jammu & Kashmir	7 Lacs
7	Lucknow	Uttar Pradesh	2 Lacs
8	Pune	Maharashtra	2 Lacs
9	Patna	Bihar	2 Lacs
10	Raipur	Chhattisgarh	2 Lacs
11	Ranchi	Jharkhand	2 Lacs
12	Zirakpur	Punjab	5 Lacs

9.2 The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 10 days from the date of the intimation from BPPI informing that his tender has been accepted. The Specimen form of agreement is available in **Annexure-F**.

9.3 The value of the security may change during the contract period, as it may be necessary in the interest of the business depending on average stock holding and the C & F Agent will have to furnish the enhanced amount of Bank Guarantee within 15 days of intimation from BPPI in this regard.

9.4 The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any other person or persons what so ever.

9.5 If the L1 Tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit shall stand forfeited by the BPPI. Such firm will also be liable for all damages/losses sustained by the BPPI apart from blacklisting and other penal actions.

10. Saving Clause

No suit, prosecution or any legal proceedings shall lie against the Tender inviting Authority or its any person for anything that is done in good faith or intended to be done in pursuance of the tender.

ANNEXURE - A

Annual Sales Volume Handled

The annual sales volume handled by M/s._____ for the
past three financial years are given below and certified that the statement is true and correct.

S. No.	Name of Company	Sales Volume Handled in 2010-11 (Rs. In Crores)	Sales Volume Handled in 2011-12 (Rs. In Crores)	Sales Volume Handled in 2012-13 (Rs. In Crores)
Total				

Average sales volume per annum in last 3 years - Rs. Crores.

Note: Above sales figures may be verified by BPPI through original sales tax return statements during physical inspection.

Date:

Seal

Signature of Auditor/
**Chartered
Accountant**
Name

ANNEXURE - B

E.M.D. ADVICE

We herewith submit the EMD of Rs. _____ in the form of Demand Draft or Banker's Cheque No. _____ issued on Dated: _____ by _____ (Bank Name and Branch of issue) for the tender reference number BPPI/CFA-05/2014.

The demand draft is in favour of **“Bureau of Pharma Public Sector Undertakings of India”** and is payable at _____

Location Applied for: _____.

Signature & Seal

ANNEXURE - C

PRICE BID / QUOTATION SHEET

To,
The Tender Inviting Authority
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

IDPL Corporate Office,
Old Gurgaon – Delhi Road, Dundahera,
GURGAON – 122016 (HR)

**Sub: Price Bid / Quotation Sheet in reference to Tender No. BPPI/C&F AGENT
-01/2014**

Dear Sir,

This is in reference to your Tender No. BPPI/CFA – 05/2014 for appointment of C&F AGENT at various locations in the country, we would like to present ourselves as a suitable applicant for the same as per the following details at the price mentioned hereunder for the services rendered:

1. **Location Applied for:**

2. **Service Charges :** _____ %age (In figures) of Net Monthly Sales at price to Jan Aushadhi Store (exclusive of VAT, CST, sales tax) and _____ Percent (in words)
3. **The service charges as mentioned herein above are exclusive of Service Tax.**
4. **The price quoted is inclusive of Storage, Handling, Transportation (From C&F AGENT to Customers), Manpower, Godown, Office Infrastructure and all other expenses, as specified in the Agreement (ANNEXURE-H), involved in successfully carrying out the responsibility of a C & F Agent.**
5. **The price as quoted by us is non-negotiable.**

Yours Faithfully,

(Authorised Signatory)

Name as Signed: _____

Date: _____ Place: _____

(This document is to be printed on the letter head of the applicant and submitted separately in Envelope – B.
The envelope should be super scribed with PRICE BID FOR TENDER NO. BPPI/C&F AGENT – 05/2014)

ANNEXURE – D
CHECKLIST

S. No.	Item	Page No.	Submitted (Yes/No)
1	Checklist – Annexure-D	1	
2	EMD in the form of DD/Banker's Cheque in an envelope		
3	EMD Advice – Annexure-B		
4	Instruments such as power of attorney, resolution of board, etc.		
5	Authorization letter nominating a responsible person of the tenderer to transact the business with tender inviting authority		
6	Annual Sales Volume Handled – Annexure A		
7	Copies of balance sheet and profit and loss account for three years		
8	Copies of income tax assessment order/returns for three years		
9	Tender Documents signed by the tenderer in all pages with official seal		
10	Sealed Cover B in separate cover		

ANNEXURE – E
Format of Bank Guarantee for Security
Performance Security Bank Guarantee

To
Bureau of Pharma Public Sector Undertakings of India, (Name of purchaser)
IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon 122016 (Haryana)

WHEREAS (Name of the Tenderer)
herein called “the Applicant” has undertaken, in pursuance of Tender
BPPI/CFA - 05/2014 to provide services as a C&F AGENT
(Carrying and Forwarding Agent) of BPPI at (LOCATION NAME)
hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that

the applicant shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as a security for compliance with the C&F AGENT performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give BPPI a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Applicant, upto a total of _____ amount of the Guarantee (in Words and Figures) and we undertake to pay you, upon your first written demand declaring the applicant to be in default under the contract without cavil or argument any sum or sums within the limit of.....(Amount of the Guarantee in Words and Figures) as afore said, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

This guarantee is valid until the.....day of..... 20_____

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....
Address.....
.....

ANNEXURE - F

AGREEMENT FORMAT TO BE EXECUTED ON SELECTION

THIS AGREEMENT is made and entered into on the **XX day of XXX month of 2013** between Bureau of Pharma Public Sector Undertakings of India, set up under Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India as a Society registered under the societies registration act XXI of 1860, having its Registered Office at Core No. 06, 1st Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003, hereinafter referred to as **"BPPI"** (which expression shall mean and include its successors and assigns) of the ONE PART;

AND

M/S. _____, A Proprietorship / Partnership / Pvt. Limited Co. / Public Limited Co. registered under _____ **(Name of the act)** having its registered office at **(ADDRESS)** through its **(Proprietor / Partner / Director)** Mr. _____, hereinafter referred to as "The C & F Agent" (which expression shall mean and include the **(Proprietor / Partner / Director)** for the time being and from time to time constituting the said firm, the survivors of them, their legal heirs and legal representatives of the last surviving partners in business and permitted assigns) of the OTHER PART.

WHEREAS:-

(a) BPPI is presently engaged in procurement, marketing, sale & distribution of medicines, drugs and promotional items including those manufactured / sold by other manufacturers / Traders / companies (hereinafter collectively referred to as "The Products") and is desirous of appointing a Carrying & Forwarding (C & F) Agent at ----- in the state of ----- for catering to the distribution requirement of products to JAN AUSHADHI stores operating in the state of -----.

(b) The C & F Agent has represented and warranted that he has the necessary infrastructure / facilities and is capable / competent to act as Carrying and Forwarding Agent for and on behalf of BPPI and in that connection to procure orders for BPPI products, receive the products sent by BPPI, to store the products under its control and to dispatch, transport, collect payments subsequent to delivering these products to such JAN AUSHADHI stores in such lots and on such directions as may be instructed by BPPI from time to time and has requested BPPI to appoint them as its Carrying and Forwarding Agent.

(c) BPPI after considering the aforesaid request of the C & F Agent has agreed to appoint the C & F Agent as set out its Carrying & Forwarding Agents, to carry out the various obligations hereunder with effect from _____. This Agreement shall remain in force and binding on the parties till two years from the date of execution of the agreement, unless terminated earlier by either party by giving 30 days notice in writing to the other party. This Agreement shall be subject to renewal for a further period of one year, at the sole discretion of BPPI, on the terms and conditions mentioned hereunder in Part – 1, 2 & 3 of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Part – 1: OPERATIONAL TERMS & CONDITIONS

- 1.1 The C & F Agent shall procure orders from the JAN AUSHADHI stores operating in the state of ----- on weekly basis and shall execute the orders of those products readily available in stock of the C & F within 48 hours from the time of receipt of such orders. Indent for supply of such products not available with C & F agent against the orders obtained from JAN AUSHADHI stores will be immediately informed to BPPI for its supply.
- 1.2 The C & F Agent shall be required to keep and maintain adequate buffer stock of each product to meet the requirement and ensuring availability of each product at all the JAN AUSHADHI stores in his assigned territory. Non-availability of all listed medicines as per BPPI at any of the JAN AUSHADHI stores in the assigned territory of C & F Agent will be considered as a shortcoming in terms of service level performance.
- 1.3 BPPI shall arrange to transport (through suitable mode of transportation) and deliver the Products to the C & F Agents either on stock transfer basis from its central & other warehouses, any other C & F Agent / depots or through purchase from factories & depot of CPSU(s) and or private manufacturers for supply of medicines from any place in India.
- 1.4 The C & F Agent shall take delivery of the Products from the transporter / carrier immediately on their arrival at the destination. If the consignment sent by BPPI does not reach the destination within 10 days of dispatch, the C & F Agent shall give a written notice of the same to the transporter with a copy marked to BPPI. BPPI undertakes to notify the C & F Agent of all dispatches of goods within 24 hours of such dispatch by e-mail/post /phone.
- 1.5 The stocks on reaching the premises of the C & F Agent shall be checked and counted by the C & F Agent. In the event of loss, damage, shortage or spoilage, the C & F agent shall report the Loss/damage to the Transporter /Concerned Insurance Agency and get proper documentation after taking open delivery of goods, and will intimate BPPI immediately about this.

The C & F Agent shall put the necessary remark on acknowledgement copy of GR/LR/CN/Docket/RR/Airway Bill/BL. If the nature of damages appears to happen on account of in-transit damages than the formalities pertaining to Insurance Claims needs to be immediately initiated by way of sending an intimation mail to the insurers, with entire consignment details, initial estimated value of loss along with a request to arrange for survey. Any loss arising to BPPI on account of non-compliance to this process will get recovered from the respective C&F Agent.

- 1.6 The C & F Agent shall arrange for proper storage of the Products in a separate godown. The godown so utilized for storage of the Products must comply with the provisions of "DRUGS & COSMETICS ACT 1940" and the rules framed there under. The initial requirement of the storage space will be to the tune of (500 – 1000) sq.ft., which shall require to be enhanced as per the business volume of the assigned territory. The storage facility so provided to BPPI must have provision of storing temperature sensitive medicines and also separate space for storing expired and damaged medicines. The product as supplied by BPPI must not be mixed up with the

products of any other parties including those of the C & F Agent itself. The C & F Agent shall be responsible to BPPI for all damages / losses due to improper storage and / or bad handling of the Products or shortage or theft of the Products from their godown and shall indemnify and keep indemnified BPPI for all such losses and damages. The C & F Agent further agrees & authorizes BPPI hereby to adjust any or all such losses / damages from any sums that may be payable to the C & F Agent under this agreement or otherwise by BPPI.

- 1.7 The C & F Agent shall keep and store the stocks of the said Products in a safe and secure condition to avoid contamination from any source and to prevent damage or loss from theft, fire, flood and other dangers. The C & F Agent shall also keep the products in clean and hygienic premises and surroundings in compliance with the rules prescribed by any Authorities. The C & F Agent shall also comply in all respects with the requirements of insurance companies engaged or caused to be engaged by BPPI to insure various risks to the products held by the C & F Agent.
- 1.8 The C & F Agent shall dispatch, transport and deliver / sell the Products in such quantities and to such destinations / parties within such territory or any other suitable location duly approved by BPPI from the respective godown after receipt of confirmation from BPPI.
- 1.9 The C & F Agent shall dispatch / deliver / sell the Products on such terms / conditions specified in invoice and at such price as may be intimated by BPPI and as per the instructions given by BPPI from time to time.
- 1.10 The C & F Agent, at its sole discretion, will enter into Agreements with the carriers for dispatch of the products from the godown of the C & F Agent to various JAN AUSHADHI stores in the territories under the responsibility of C & F Agent.

In the event of any loss or damage to the stocks in any manner whatsoever during transportation & transshipment the C & F Agent shall be wholly and solely responsible for recovering the value of such loss from respective transporters/ insurance if any. BPPI shall be entitled to deduct the same from the next payment receivable by the C & F Agent from BPPI.

- 1.11 As the scope of transportation of products from respective C & F godowns to JAN AUSHADHI stores lies with the C & F agent itself, therefore it is mandatory on the part of C & F agent, to supply the readily available stock of medicines dispatched & delivered within 48 Hours of receipt of a clean order from respective JAN AUSHADHI store.

Repeated failure to comply with this specific clause of this agreement shall result in termination of this agreement by BPPI. No request for re-consideration etc. will be entertained if the reason of termination has happened on account of this specific clause of this agreement.

- 1.12 The C & F Agent shall maintain day to day stock records as advised by BPPI and send all such periodic statements of accounts as are relevant to its operations, duly countersigned by BPPI's

authorized representative (Nodal Officers). The C & F Agent shall make all records available for inspection / verification at all time to the accredited representative(s) / auditors of BPPI / its Principals

- 1.13 Complaint if any, received against quality of the Products supplied by BPPI, shall be promptly reported within 24 Hours to BPPI with relevant documents for appropriate action within 15 days from the date of receipt of such stock.

Part – 2: COMMERCIAL TERMS & CONDITIONS

- 2.1 The products so supplied by BPPI to the C & F Agent shall be sold to two kinds of JAN AUSHADHI stores on behalf of BPPI as per the payment terms as specified herein under:

- (a) **JAS owned and operated by Individuals or Private Agencies** – The payments for supplies made to such JAS shall be made directly by JAS operating agency to BPPI through electronic transfers. Till this system becomes operational, all sale & supply to such JAS shall be done only after receipt of full payment against the supplies in the form of Demand Draft/ Crossed local cheques of a Nationalized Bank payable at par in the name of BPPI . C & F Agent will solely be responsible to deposit the entire payment within 24 Hrs.after receipt of Demand Draft/Cheques, as the case may be. Only after payment has been realized in Bank account of BPPI, the C& F Agent would supply the stocks to JAS. If it happens to be a weekly off or a public holiday, then the very next working day from the date of receipt of such Demand Draft/Cheque will be considered for this purpose. The amount so required to be deposited will be the entire value of goods to be supplied and no relaxation in this regard will be entertained under any circumstances.
- (b) **JAS owned and operated by Government Agencies:** Supplies to this kind of JAS will be made on credit. However, necessary follow-up and ensuring collection of payment from concerned agency will be the responsibility of C & F Agent.

- 2.2 The C & F Agent will not without the consent in writing from BPPI shall make any offer for sale or offer to sale the products at prices less than those appearing in the price list of BPPI.

- 2.3 The C & F Agent will not without the consent in writing from BPPI shall arrange to insure the Products stored in the godown of the C & F Agent against fire, SRCC (Strike, Riots and Civil Commotion) and flood on declaration basis. In the event of any loss, the C & F Agent shall take necessary steps for lodging a claim with the insurance company within the stipulated time limit (usually on or before completion of 07th. Day of any such happening) as prescribed by the insurance company. The C & F Agent shall be bound and liable to provide necessary information for the declaration to be made under the insurance policy and shall be responsible to comply with the terms and conditions of the insurance policy. The C & F Agent further agrees to indemnify and keep BPPI indemnified for any losses / damages that BPPI / its Principals may suffer on account of any breach of the insurance policy by the C & F Agent.

2.4 It is also agreed that all transportation expenses (i.e. Local transportation expenses for receipt and delivery of goods and out station transportation expenses for delivery of goods to respective JAN AUSHADHI stores) shall be borne by C & F Agent and BPPI in no case will make any payment in this regard. BPPI will only be responsible for the expenses incurred in primary transportation involved in supplying the products from various locations and or sources to C & F Agent as specified at clause 1.3 of this agreement.

2.5 In consideration of the services rendered by the C & F Agent, BPPI shall pay to the C & F Agent a commission based on the value of Sales made by the C & F Agent on monthly basis (Starting from the 01st. day of the month and completion of last day i.e. 28th. / 29th. / 30th. / 31st. as applicable) as under:

-----% of sale per month

Net sales value will be calculated at price to Jan Aushadhi Stores, exclusive of VAT, sales tax and CST.

This commission so paid by BPPI shall be inclusive of cost incurred by the C & F Agent for receipt, storage, dispatch, secondary transportation (ex- C & F Godown to JAN AUSHADHI stores), cold storage for temperature sensitive medicines, documentation, data processing and furnishing reports, utilities and provisions of infrastructural facilities like telephone, fax, computer etc. and other office expenses including manpower deployment for day-to-day operations under this Agreement, taxes if any, maintenance and all other expenses towards smooth and efficient discharge of the services to be rendered by the C & F Agent under this Agreement, except as provided elsewhere in this Agreement and irrespective of the quantum of stocks stored.

The commission so payable to the respective C & F Agent will be released within 15 days from the date of receipt of such bill along with necessary monthly return of sales, payments collected and deposited and other particulars.

2.6 All payments by BPPI to the C & F Agent shall be subject to income tax and any other statutory levies that may be imposed by the appropriate authorities / statutes.

2.7 C & F Agents will have to furnish a performance bank guarantee of to the tune of (Rs. 2,00,000.00 to 7,00,000.00), as decided by BPPI based on the volume of Business, in favor of BPPI as a security within 15 days of signing of this agreement, which shall remain valid for period more than 03 month's from the date of expiry of this Agreement. The value of the security may change during the tenure of applicability of this agreement, as it may be necessary in the interest of the business depending on average stock holding and the C & F Agent will have to furnish the enhanced amount of Bank Guarantee within 15 days of intimation from BPPI in this regard.

2.8 In the event of any damage to packaging materials of the products which in the opinion of BPPI is not on account of any act of negligence on the part of the C & F Agent, the C&F Agent shall repack the products with packing materials to be provided by BPPI. If however, in the opinion of BPPI, the damage to the packing materials of the products has occurred on account of any act of negligence on the part of the C & F Agent, BPPI shall be entitled to recover the cost of replacing the damaged packing material from the C & F Agent and the C & F Agent agrees, undertakes and

authorizes BPPI to adjust such recoveries from any dues payable to the C & F Agent under this Agreement.

2.10 The C & F Agent shall collect all receivables, cheques, drafts, pay orders, etc. in favour of "BPPI" and will deposit the same against the sale proceeds of the products into the prescribed account of BPPI within 24 hours of receipt thereof and submit to BPPI details of such deposits on a daily basis. The C & F Agent further agrees to change over to any other methods / systems of transfer of money collected / received towards the sales effected and shall comply with the requisition of BPPI and shall not be entitled to retain, adjust, appropriate any such monies of BPPI for any reason whatsoever. The C & F Agent shall not be entitled to make any payment in cash or otherwise without prior permission of BPPI. The C & F Agent shall not accept or pay cash on behalf of BPPI.

2.11 The C & F Agent shall collect from the customers / JAN AUSHADHI stores the amount of VAT, Sales Tax, surcharge and any other local taxes / levies, as applicable. It is the sole responsibility of the C & F Agent to collect and make timely payment of such levies and taxes to the concerned Authorities, along with the necessary returns as required. Any default in this connection will be on the account of the C & F Agent. The C & F Agent shall also keep necessary accounting documents for that purpose. The C & F Agent shall issue / collect appropriate Sales Tax Forms in compliance of the Central / Local Sales Tax Act.

The C & F Agent agrees and undertakes that it shall ensure compliance of all applicable statutory obligations under the Central / Local Sales Tax in pursuance of the various obligations under this Agreement and shall keep BPPI indemnified from all the consequences of any such non-compliance.

2.14 In the event BPPI is compelled to make any payments and / or fulfill any other requirements of the Authorities in this connection which the C & F Agent is under obligation to pay/fulfill, the C & F Agent shall be liable to reimburse to BPPI all such payments made and all expenses incurred in such connection without prejudice to the rights of BPPI to claim damages or to pursue legal remedies against the C & F Agent for such lapse.

2.15 The books of Accounts, Stocks, Orders, Invoices, Correspondence with related Drug Department, Sales Tax Deptt., Sales Tax refund filed along with ledger of transfer copy of Challan / Cheque / Deposit Slip showing payment towards sales tax and other records shall be maintained by the C & F Agent and the same will be the property of BPPI.

2.16 Sales tax assessment shall be the responsibility of the C&F agent.

Part – 3: GENERAL TERMS & CONDITIONS

3.1 The C & F Agent declares and confirms that the title / interest in the products vest in BPPI and the C & F Agent shall not be entitled to pledge, mortgage, charge, hypothecate or in any manner encumber the Products. It is further agreed and understood between the parties that no right of any nature whatsoever shall ever accrue on the said products to the C & F Agent and if any such right does accrue, then the C & F Agent expressly waives such right and confirms that it shall not claim any such right.

3.2 The C & F Agent shall display signboard at the godown premises and inside the godown premises indicating that he is the C & F Agent of BPPI.

3.3 The C & F Agent will also maintain a proper office for the purpose of Business of BPPI and this office must have adequate furniture and fixtures for carrying out efficient operations by BPPI staff.

3.4 The C & F Agent shall arrange to procure and maintain licenses and permissions prescribed by law or by competent authority for storage and sale of the Products. The licenses wherever applicable, will be in the name of BPPI. The responsibilities to comply with the terms and conditions of the licenses and permits will be that of the C & F Agent and no liability whatsoever will be attached to BPPI from the consequences of penalties, forfeiture and seizure occasioned by failure of compliance with and / or breach of laws, rules and statutes relating to the said licenses and permits relating to the Products.

In the event of the C & F Agent committing any breach of this Clause, the C & F Agent shall indemnify and keep indemnified BPPI / its Principals from and against all claims, demands, actions, proceedings, fines, penalties, expenses and other liabilities of whatsoever nature made or brought against BPPI / its Principals or sustained or incurred by BPPI / its Principals arising out of or as a result of such breach by the C & F Agent.

3.5 The C & F Agent will ensure that necessary Sales Tax Forms / Way Bill / Road Permit etc. as applicable in the state of import must be made available to BPPI well in advance, so that the scheduled date of supply must get complied with.

3.6 The C & F Agent shall install sufficient telephones, fax machines to enable smooth and efficient performance. The C & F Agent also agrees and undertakes to install / operate computers / software/broadband internet for computerization of documentation, accounts, data processing and other operations. The C & F Agent shall prepare / furnish the documents / data / information at such intervals and in such manner as set out by BPPI.

3.7 The C & F Agent shall at all times be bound to specific instructions given by BPPI at the expenses of BPPI, to return to BPPI or to consign to any place or places or to any consignee as required by BPPI the products which shall for the time being be in the custody or under the control of the C & F Agent.

3.8 BPPI shall authorize C & F Agent to enable them to represent BPPI before the Government, local bodies and other appropriate Authorities as may be required for the purpose of this Agreement.

3.9 For and on behalf of BPPI, the C & F Agent shall apply to the appropriate Authorities for registration under the Sales Tax Laws and also for Trade and Storing (Drug) license from the Local authorities, and any other license / regulations / permission required under the local laws at his own cost. However, fee for applications will be paid by BPPI.

3.10 Notwithstanding anything contained in this Agreement, BPPI reserves its right to terminate this Agreement immediately and without any notice, if the C & F Agent.

Ⓢ Contravenes any of the Clauses or conditions of this Agreement or any statutory provisions.

- ⌚ Suppresses and / or falsifies the sales effected in any given period deliberately.
- ⌚ Fails to remit promptly the monies due to BPPI.
- ⌚ Acts in any manner detrimental to BPPI's interests.
- ⌚ It convicted by a competent Authority of any offense in a judicial court.
- ⌚ Makes any commitment on behalf of BPPI without the express written sanction of BPPI save as provided for elsewhere in this agreement and
- ⌚ Fails to tender a true and correct account of BPPI's goods and property entrusted to him.

It is agreed that no consequential cost of whatsoever manner shall be payable by BPPI to the C & F Agent on termination of this Agreement for any of the events arising out of the above reasons.

3.11 The provisions of the Indian Contract Act, 1972 shall apply in so far the same are not inconsistent with this agreement.

3.12 The C & F Agent shall be wholly and solely responsible for its employees activities and in no circumstances shall BPPI directly or indirectly be liable for any claims / demands made by the employees of the C & F Agent, including the liability, if any, under the Employees Provident Fund, Gratuity, ESI and such other enactments of Central Government, State Government and Local Authorities concerned. Such employees shall not be considered as employees of BPPI and for whose act, default and omission, the C & F Agent shall be responsible and keep BPPI indemnified at all times.

3.13 BPPI will install appropriate software for entire supply chain management function involving Procurement, Distribution, Logistics, Retail Sales Operation and Accounting. It will be the responsibility of C & F Agent to implement the same properly and make necessary data inputs as per the system requirement on real-time basis.

No relaxation to operation terms of utilization of the software will be entertained. BPPI has sole and complete right to immediately terminate this agreement with such C & F Agent who either refuses or are not adopting the operation through software system.

3.14 The liability for complying with all labour enactments, legal and other formalities and making all payments due under any law or contract pertaining to the persons employed in or in connection with the operations as per the terms and conditions of this Agreement will lie wholly and exclusively on the C & F Agent. The liability for all such compliances and payments shall be that of the C & F Agent.

3.15 The C & F Agent shall conduct sales and distribution of the products on such terms and conditions at such rates / prices intimated by BPPI. In case BPPI announces schemes / gifts / discounts etc. the C & F Agent shall make available to customers / stockists such offer as per the terms of BPPI. The C & F Agent shall maintain such records in respect of schemes / gifts / discounts, as prescribed by BPPI.

3.16 The benefits under this agreement shall not be assignable to any other person or party. The C & F Agent shall not appoint any agent / distributor / stockist for dealing with BPPI's product, unless otherwise authorized for this purpose by BPPI in writing.

3.17 This Agreement can be terminated at any time by either of the parties without assigning any reason after giving the other party 30 Days written notice of termination.

In case of termination of agreement with the C & F Agent, the submitted bank guarantee will be refunded by BPPI within 60 Days from the effective date of termination of this agreement, but not before the receipt of the remaining stock, books of account, payment of all dues of BPPI and other deposits etc. by the C & F Agent to BPPI.

3.18 On termination of this Agreement, the C & F Agent shall render complete accounts of the products and hand over the same to the authorized representative(s) of BPPI.

3.19 BPPI shall be entitled to appoint any additional party in the state/city to stock / sell / distribute the products. Nothing contained in this Agreement shall confer any exclusive right on the C & F Agent.

3.20 Force Majeure

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

3.21 Dispute Resolution

This agreement shall be deemed to have been made/executed at Delhi for all purpose. In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be amicably, the same shall be referred to the sole arbitrator to be appointed by the President of BPPI of the first party under the arbitration and conciliation Act, 1956. The award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be at Delhi.

3.22 Governing Law/Jurisdiction

The applicable law governing this agreement shall be the laws of India and the court of Delhi shall have the exclusive jurisdiction to try any dispute with respect to this agreement

IN WITNESS WHERE OF THE FIRST PARTY AND SECOND PARTY APPEND THEIR SIGNATURE IN TOKEN OF HAVING ACCEPTED THE ABOVE TERMS AND CONDITIONS ON THIS _____ DAY OF _____ 201 AS MENTIONED ABOVE. IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED SEALED AND DELIVERED FOR THE FIRST PARTY.

WITNESS

SIGNED SEALED AND DELIVERED FOR THE SECOND PARTY

Tender Ref. No. BPPI/CFA-05/2014

WITNESS