



TENDER NO. :- BPPI/CWH-OA - 22/2015

**TENDER FOR APPOINTMENT OF:
CWH OPERATING AGENCY (CWH-OA) FOR RUNNING CENTRAL WAREHOUSE
OF BPPI AT GURGAON
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 / 4556755; Fax: 0124-2340370**

**TENDER FOR APPOINTMENT OF CWH OPERATING AGENCY (CWH-OA)
FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIAAT:**

1. Tender Reference : **BPPI/CWH-OA -22/2015
Dated: 5/05/2015**
2. Date of Commencement of sale
Of tender documents : **5/5/2015**
3. Last date for sale of tender documents : **25/5/2015**
4. Pre –Bid meeting : **18/05/2015 at 11.30AM to
12.30PM**
5. Last date & time for submission of : **11.00 AM on 2/6/2015**
6. Time & date for opening of technical bids : **11.30 AM on 2/6/2015**
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 Kuldeep Chopra,
Director-Operations – BPPI
0124 – 4040759
Email: opr.janaushadhi@gov.in
 2. Shri Gaurav Kumar,
Manager-Logistics– BPPI
0124 – 4556755
Email: mlgt.janaushadhi@gov.in

Alternatively, the tender document can be downloaded from the website of BPPI: janaushadhi.gov.in and pharmaceuticals.gov.in however the cost of tender document in such cases needs to be paid by way of demand draft of Rs. 1000/- 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 The “Central Ware House Operation Agency” (CWH-OA) will be responsible for smooth running of “Central Ware House” (CWH) of BPPI located at IDPL plan, Old-Delhi Gurgaon Road, Dundahera, Gurgaon, Haryana. This includes proper stocking of Medicines, Drugs, Surgicals & Promotional Items and servicing BPPI Consignee & forwarding agents, Distributors, Jan Aushadhi Stores, Hospital distributors and also institutional supplies located all over country.
- 1.2 Managing inventory at 20 C&F (All over country) and at CWH as per norms pre agreed
- 1.3 Studying sales data and suggesting BPPI what to order, how much to order and when to order to ensure no stock outs at CWH and C&F levels
- 1.4 The initial value of Bank guarantee from CWH operating agency will be Rs. 10 lacs besides appropriate bank reference.
- 1.5 Ensure proper storage of all products at CWH as per drugs and cosmetics act 1940 to ensure 100% quality at all stages.
- 1.6 All manpower to manage CWH to be provided by CWH –OA including competent person for taking drug licence
- 1.7 CWH-OA is expected to supply to the C&F, distributor and other BPPI customers within 48 hours of receipt of order and goods dispatched.
- 1.8 CWH-OA will be responsible for following activities:
 - Despatching to C&F, Distributors, Jan Aushadhi Stores, Hospital distributors and Institutions in states where C&F of BPPI is not in operation.
 - Generation of replenishment indents to the Central Warehouse / Supplying Locations.
 - Stores Management - Receipt, Storage, Handling and Issue
 - All Packing Material used for dispatch (Carton, Tape, Clip, Packing strip etc.)
 - Inventory management - inventory status and accuracy
 - Compliance with local statutory requirements
 - Stationery to be provide by CWA -OA
 - Providing daily MIS reports to BPPI
 - Any other related item of work as directed by BPPI.
- 1.9 All shortages in stocks will be responsibility of operating agency
- 1.10 All outward cost of transportation/all type Freight/Cartage/manpower will be borne by operating agency
- 1.11 **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).

1.12 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).

1.13 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 2/6/2015** 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. Bids/Offeres received through fax are not acceptable.

(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 on absolutely their same terms and conditions.

2. ELIGIBILITY CRITERIA

- 2.1 Minimum 5 years of experience in same role having established experience of Sales Data Analysis, Forecasting & Optimum Inventory Management.
- 2.2 Minimum sale turnover handled in Pharmaceuticals products per year 25 crores
- 2.3 Having worked with various software to ensure Production Planning, Purchase / Sourcing, Inventory Management & CFA stock allocation to enable him to operate BPPI software effectively
- 2.4 The applicant should not have been convicted by any court of law or any statutory authorities under Drugs & Cosmetic Act related offences of Pharma Companies. They should also submit details of litigations if any.
- 2.5 The applicant should be an income tax assesses for last 3 years.

PRE –BID MEETING

The Pre-Bid meeting will be held on 18-05-2015 at BPPI office, IDPL Complex, Old. Delhi Gurgaon Road, Dundahera, Gurgaon from 11.30 AM to 12.30 PM. Interested bidders are invited to attend the same and clarify their doubts if any. The minutes of the meeting will be uploaded on the official web site.

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

3. GENERAL CONDITIONS

- 3.1 The tender document can be downloaded from the websites janaushadhi.gov.in and pharmaceuticals.gov.in. However the cost of tender form Rs.1000/-(Rupees one thousand) needs to be paid by way of demand draft in favour of “Bureau of Pharma Public Sector Undertakings of India” payable at Gurgaon along with the tender.
- 3.2 Tender document may be purchased from the office of Tender Inviting Authority between 10.00 Hrs. to 17.00 Hrs. on or before **25 / 05 / 2015** 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 janaushadhi.gov.in and 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.50,000/- (Rupees Fifty Thousand only) 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, payable at DELHI/GURGAON and the same should be enclosed with EMD Advice as per **Annexure – B** of this document.
- 4.2 Application submitted without sufficient EMD will be summarily rejected.

- 4.3 The Earnest Money Deposit will be refunded to the successful applicants 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 30 days after last opening of tender technical BID.
- 4.5 The Earnest Money Deposit (EMD) will be forfeited, if the applicant do not execute agreement /undertaking within the period prescribed after receipt of offer of appointment.

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 tender for last 3 financial years i.e., 2011-2012, 2012-2013 and 2013-2014 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 year's i.e. 2011-2012, 2012-2013 and 2013-2014 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 CWH OPERATING AGENCY (CWH-OA)
FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
DUE ON 2/6/ 2015 AT 11.00 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 Stock transfer value + net sale value(sale from CWH- Gurgaon) (exclusive of VAT, CST).
- 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 CWH OPERATING AGENCY (CWH-OA)FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA AT GURGAON**. 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 CWH OPERATING AGENCY (CWH-OA) FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA AT GURGAON** 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.

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 **2/6/2015** 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 **Evaluation of bids received**
- (a) All bids received will be examined and bidders who fulfil the minimum prescribed eligibility requirements, as stipulated in this document will be shortlisted
 - (b) Bidders who are shortlisted as given above will be visited by team of BPPI officials for evaluation of all documents submitted by bidder and also check the functioning of central ware house operated by bidder.
 - (c) Technical team will check efficiency of operations of bidder at existing site including use of software and physical conditions/quality of operations
 - (d) Based on the report of technical team, bidders will be declared eligible for opening of price bids.

Price Bids (Cover-B)

- 7.4 Price Bid (Cover-B) of only those Tenderes who are found eligible as per point 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.

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).
- 8.2 BPPI reserves the right to accept/reject or cancel the tender 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.
- 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 application after evaluation procedure as explained above, applicant will pay the Security Deposit of R. 10,00,000 (Ten Lacs only) 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 Scheduled 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**.

- 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 – I

To,

The CEO,
Bureau of Pharma PSU's of India
IDPL Complex, Dundahera,
Gurgaon-122016

Subject: **APPLICATION FOR CWH-OA FOR BPPI**
Ref: **Your tender no-BPPI/CWH-OA-022/2015**

Dear Sir,

This is with reference to your tender no- BPPI/CWH-OA-022/2015. I hereby declare that I fulfill all eligibility criteria and interested to become CWH-OA for Customers of BPPI as per the scheme and terms & conditions of BPPI. In this purpose I hereby submit my application in prescribed format.

APPLICATION FOR CWH-OA AT: _____

S. No.	Particulars	Details
1	Name of the firm	
2	Nature of the firm (to specify whether Partnership firm/ Proprietorship / Company	
3	Address of firm	
4	Activities of firm (should have minimum three years operation activities)	
5	Date of Registration (copy of registration to be enclosed)	
6	Contact Person name, address with phone no and email ID	

	Declaration:	
	I have gone through the terms and conditions as mentioned in the EOI/guidelines of CWH-OA of BPPI and agree to abide by the same unconditionally	
	I/We hereby declare that all the information as mentioned above is true to best of my knowledge.	
Place:		Signature of the Competent Person
Date:		(Name & Designation)

ANNEXURE - II

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
IDPL corporate office complex, Old-Delhi Gurgaon Road, Dundahera, Gurgaon 122016
(Haryana)

Documents to be enclosed along with the application

S. No.	Particulars	Attached Yes/No
1	Application form	
2	Copy of Annual sales volume handled during Last 3 Years	
3	Copy of last three years audited accounts	
4	Copies of Income Tax returns filed for the last 3 years	
5	Copy of Declaration of Applicant	

(Signature with Name and designation
of the applicant)

Place:

Date:

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 2011-12 (Rs. In Crores)	Sales Volume Handled in 2012-13 (Rs. In Crores)	Sales Volume Handled in 2013-14 (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. 50,000 (Fifty thousand only)** 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/CWH-OA-22/2015.

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

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/CWH-OA -22/2015

Dear Sir,

This is in reference to your Tender No. BPPI/CWH-OA – 22/2015 for appointment of CWH-OA, 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. **Service Charges :** _____ %age (In figures) of Net Monthly Sales/Transfer value from CWH Gurgaon (exclusive of VAT, CST)

In words: _____ Percent

2. **The service charges as mentioned herein above are exclusive of Service Tax.**
3. **The service charges quoted is inclusive of Storage, Handling, Packaging, Transportation (From CWH-OA to Customers), Manpower and all other expenses, as specified in the Agreement (ANNEXURE-H), involved in successfully carrying out the responsibility given**

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/CWH-OA – 22/2015)

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	Bank reference letter		
9	Copies of income tax assessment order/returns for three years		
10	Tender Documents signed by the tenderer in all pages with official seal		
11	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)

WHERE AS (Name of the Tenderer) herein called “the Applicant” has undertaken, in pursuance of Tender BPPI/CWH-OA - 22/2015 to provide services as a CWH-OA (central ware house operating agency) of BPPI at GURGAON herein after 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 CWH-OA performance obligations in accordance with the Contract.

AND WHERE AS 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 2015** 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 CWH-OA” (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, surgicals 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 “Central Ware House operating agency” (CWH-OA) at Gurgaon for catering to the supply chain requirement of BPPI products to C&F agents, Distributors, Hospital, Institution, JAN AUSHADHI stores etc (Customers of BPPI) operating all over the country.
- (b) The CWH-OA has represented and warranted that he has the necessary expertise and is capable / competent to act as CWH-OA for and on behalf of BPPI and in that connection to ensure availability of products at BPPI customers 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 CWH-OA.
- (c) BPPI after considering the aforesaid request of the CWH-OA has agreed to appoint the CWH-OA as set out its CWH operating agency, to carry out the various obligations hereunder with effect from _____. This Agreement shall remain in force and binding on the parties till One year 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 Managing inventory at 20 C&F and at Centra ware house as per norms pre agreed
- 1.2 Studying sales data and suggesting BPPI what to order, how much to order and when to order to ensure no stock outs at CWH and C&F levels
- 1.3 CWH-OA will recommend BPPI about quantity of orders and when to be placed to ensure No stock out for more than 5% SKU at CWH level
- 1.4 CWH-OA will monitor stock levels at each CFA location across country and ensure that it does no go out of stock at any given time for more than 10% SKU (Stock Keeping Unit) at CFA level
- 1.5 BPPI will provide supply chain software including its maintenance. CWH-OA will required to use this software at CWH and at all CFA locations
- 1.6 The initial value of Bank guarantee from CWH operating agency will be Rs. 10 lacs besides appropriate bank reference.
- 1.7 BPPI will bear rent of CWH
- 1.8 BPPI will bear cost of electricity consumed for running CWH operations as per actual. Installation and maintenance of generator already installed at CWH will be borne by BPPI. The Operation of generator has to be taken care by Operating Agency.
- 1.9 All furniture and fixtures required for smooth operations of CWH will be borne by BPPI. This include cost of Pallets and other machinery required for shifting stocks
- 1.10 Ensure proper storage of all products as per drugs and cosmetics act 1940 to ensure 100% quality at all stages. The CWH-OA shall execute the orders of those products readily available in stock of the CWH-OA within 48 hours from the time of receipt of such orders.
- 1.11 Cost of all packaging materials viz cartons, tapes, clipings etc will be borne by CWH-OA and BPPI will not reimburse any of these expenses.
- 1.12 BPPI shall arrange to transport (through suitable mode of transportation) and deliver the Products to the CWH-OA fully at its cost from different manufacturers. CWH-OA will accept stocks from suppliers only after approval from quality control from BPPI.

- 1.13 The stocks on reaching the premises of the CWH-OA shall be checked and counted by the CWH-OA. In the event of loss, damage, shortage or spoilage, the CWH-OA 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.
- 1.14 The CWH-OA shall arrange for proper storage of the Products in CWH. 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 space will be provided by BPPI and CWH-OA 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 CWH and shall indemnify and keep indemnified BPPI for all such losses and damages. The CWH-OA further agrees & authorizes BPPI hereby to adjust any or all such losses / damages from any sums that may be payable to the CWH-OA under this agreement or otherwise by BPPI.
- 1.15 The CWH-OA shall keep and store the stocks 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 CWH-OA shall also keep the products in clean and hygienic premises and surroundings in compliance with the rules prescribed by any Authorities. The CWH-OA 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 CWH-OA.
- 1.16 All insurance related expenses will be borne by BPPI from the movement products enter CWH and till they are delivered to customers of BPPI.
- 1.17 The CWH-OA, at its sole discretion, will enter into Agreements with the carriers for dispatch of the products from the CWH Gurgaon various CFA, Customers of BPPI all across India.
- 1.18 In the event of any loss or damage to the stocks in any manner whatsoever during transportation & trans shipment the CWH-OA 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 CWH-OA from BPPI.
- 1.19 As the scope of transportation of products from CWH to CFA and Customers of BPPI lies with the CWH-OA itself, therefore it is mandatory on the part of CWH-OA, to supply the readily available stock of medicines dispatched within 48 hours.
- 1.20 The CWH-OA 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 (Marketing Officers). The CWH-OA shall make all

records available for inspection / verification at all time to the accredited representative(s) / auditors of BPPI / its Principals

Part – 2: COMMERCIAL TERMS & CONDITIONS

- 2.1 BPPI will take necessary insurance cover for all the products lying at CWH against fire, SRCC (Strike, Riots and Civil Commotion) and flood on declaration basis. In the event of any loss, the CWH-OA shall take necessary steps for lodging a claim with the insurance company (engaged by BPPI) within the stipulated time limit (usually on or before completion of 07th. Day of any such happening) as prescribed by the insurance company. The CWH-OA 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 CWH-OA 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 CWH-OA.
- 2.3 It is also agreed that all transportation expenses (i.e. Local transportation expenses for delivery of goods and out station transportation expenses for delivery of goods to respective CFA & Customers of BPPI) shall be borne by CWH-OA 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 suppliers to CWH. All products at CWH will be received on “Door Delivery” basis from suppliers.
- 2.4 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

Stock transfer value + net sale value (sale from CWH- Gurgaon) calculated at price exclusive of VAT and CST.

This commission so paid by BPPI shall be inclusive of cost incurred by the CWH-OA for receipt, storage, dispatch, secondary transportation (ex- CWH-OA Godown to CUSTOMERS), 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 CWH-OA Agent under this Agreement, except as provided elsewhere in this Agreement and irrespective of the quantum of stocks stored.

BPPI will bear service charge as per law at time of disbursement of commission.

The commission so payable to the respective CWH-OA will be released within 15 days from the date of receipt of such bill along with necessary documents and other particulars.

- 2.5 All payments by BPPI to the CWH-OA shall be subject to income tax and any other statutory levies that may be imposed by the appropriate authorities / statutes.
- 2.6 CWH-OA will have to furnish a performance bank guarantee of to the tune of Rs. 10 lacs as decided by BPPI, in favour 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.
- 2.7 The CWH-OA shall not be entitled to make any payment in cash or otherwise without prior permission of BPPI. The CWH-OA shall not accept or pay cash on behalf of BPPI.
- 2.9 The CWH-OA shall collect from the Customers of BPPI the amount of VAT, Sales Tax, surcharge and any other local taxes / levies, as applicable. It is the sole responsibility of the CWH-OA to inform BPPI about timely payment of such levies and taxes to the concerned Authorities, along with the necessary returns as required. The CWH-OA shall also keep necessary accounting documents for that purpose. The CWH-OA shall collect appropriate Sales Tax Forms in compliance of the Central / Local Sales Tax Act.

The CWH-OA 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.

- 2.10 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 CWH-OA and the same will be the property of BPPI.

Part – 3: GENERAL TERMS & CONDITIONS

- 3.1 The CWH-OA declares and confirms that the title / interest in the products vest in BPPI and the CWH-OA 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 CWH-OA and if any such right does accrue, then the CWH-OA expressly waives such right and confirms that it shall not claim any such right.

- 3.2 The CWH-OA shall display signboard at the godown premises and inside the godown premises indicating that he is the CWH-OA of BPPI.
- 3.3 The CFA 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 CFA 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. The CFA shall be solely responsible for affairs of BPPI as required under section 34 of D&C act 1940.
- 3.4 In the event of the CWH-OA committing any breach of this Clause, the CWH-OA 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 CWH-OA.
- 3.4 The CWH-OA will ensure that necessary Sales Tax Forms / Way Bill / Road Permit etc. are obtained before supplies are made.
- 3.5 The CWH-OA shall install sufficient telephones, fax machines to enable smooth and efficient performance. The CWH-OA also agrees and undertakes to install / operate computers / software/broadband internet for computerization of documentation, accounts, data processing and other operations. The CWH-OA shall prepare / furnish the documents / data / information at such intervals and in such manner as set out by BPPI. Supply chain software however will be provided by BPPI
- 3.6 The CWH-OA 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 CWH-OA.
- 3.7 Notwithstanding anything contained in this Agreement, BPPI reserves its right to terminate this Agreement immediately and without any notice, if the CWH-OA:
- Contravenes any of the Clauses or conditions of this Agreement or any statutory provisions.
 - Suppresses and / or falsifies the sales affected 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 CWH-OA on termination of this Agreement for any of the events arising out of the above reasons.

- 3.8 The provisions of the Indian Contract Act, 1972 shall apply in so far the same are not inconsistent with this agreement.
- 3.9 The CWH-OA shall be wholly and solely responsible for its employee's activities and in no circumstances shall BPPI directly or indirectly be liable for any claims / demands made by the employees of the CWH-OA, 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 CWH-OA shall be responsible and keep BPPI indemnified at all times.
- 3.10 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 CWH-OA 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 CWH-OA who either refuses or are not adopting the operation through software system.
- 3.11 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 CWH-OA. The liability for all such compliances and payments shall be that of the CWH-OA.
- 3.12 The CWH-OA 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 CWH-OA shall make available to customers / stockists such offer as per the terms of BPPI. The CWH-OA shall maintain such records in respect of schemes / gifts / discounts, as prescribed by BPPI.
- 3.13 The benefits under this agreement shall not be assignable to any other person or party.
- 3.14 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 CWH-OA, the submitted bank guarantee will be returned 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 CWH-OA to BPPI.

3.15 On termination of this Agreement, the CWH-OA shall render complete accounts of the products and hand over the same to the authorized representative(s) of BPPI.

3.16 BPPI shall be entitled to appoint any additional CWH-OA in the state/city to stock / sell / distribute the products. Nothing contained in this Agreement shall confer any exclusive right on the CWH-OA.

3.17 **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.

3.18 **Dispute Resolution**

This agreement shall be deemed to have been made/ executed at Delhi for all purpose.

Normally, there should not be any scope of dispute between the BPPI and the CWH-OA after entering into a mutually agreed valid contract/agreement.

However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement BPPI and the CWH-OA shall first try to resolve the same amicably by mutual Consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the BPPI or the CWH-OA shall give notice to other party of its intension to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator to be appointed by the President/ CEO of BPPI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be final and binding on the parties.

3.19 **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 _____
2015 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

WITNESS