



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, Dundaheera, Gurgaon 122016

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Applications invited for appointment of “Super Stockiest” for North Eastern States

“Jan Aushadhi” is a flagship campaign of Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, Govt. of India, for making available quality generic medicines to the people at affordable prices. Bureau of Pharma Public Sector Undertakings of India (BPPI) is spearheading this campaign. More than 3000 Jan Aushadhi stores are planned to be opened across India before the end of 12th Five year plan.

While two Jan Aushadhi stores are already opened in the State of Tripura, more number of Jan Aushadhi stores are proposed to be opened in all the North Eastern States soon. Approximately 300 products are to be made available to these Jan Aushadhi Stores. These stores will be located across the states.

To strengthen supply position and improve delivery of medicines at these Jan Aushadhi stores, **applications are invited from reputed Pharmaceutical Wholesalers/Stockiest/distributors located at Guwahati /Kolkata for all the North Eastern States.**

Last date of submission of application is upto December 10th, 2014(Wednesday).

Complete applications in all respect in a sealed cover can be submitted to BPPI at the following address in person or by post / courier:

**General Manager,
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
IDPL corporate office Complex, Old-Delhi-Gurgaon Road,
Dundaheera, Gurgaon 122016 (Haryana)**

Applications received after due date and time will not be accepted. If the last date for submission of application is declared holiday, applications will be received on the next working day upto 10.30 AM.

1. ELIGIBILITY CRITERIA

- (i) Applicant should have been operating as wholesaler/stockiest/distributor for not less than three years for reputed pharmaceutical companies.
- (ii) The average annual sale volume of pharmaceutical items handled by the applicant in the preceding three financial years should not be less than Rs. 50 Lacs and also should not be less than Rs. 50 Lacs for the preceding financial year (2013-14).
- (iii) Applicant 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.
- (iv) The applicant should not have been convicted by any court of law or any statutory authorities.
- (v) The applicant should be an income tax assessee for last 3 years.
- (vi) Preference will be given to applicants having experience of handling supplies to Govt Institutions.

Applicant need to submit all supporting documents applicable for each of the eligibility condition stipulated above.

2. DOCUMENTS NEED TO BE SUBMITTED BY THE APPLICANT

- (i) List of the pharmaceutical companies for whom applicant is operating as Wholesaler/stockist/distributor with documentary proof such as copy of agreements etc. and performance certificates issued by those companies.
- (ii) Annual sales volume handled by the applicant for last three financial years i.e. 2011-12, 2012-13 and 2013-14 duly certified by Chartered Accountant in the format given in Annexure- I.
- (iii) Copies of Income Tax Assessment Orders/returns filed for the last three years.
- (iv) The declaration that the applicant has not been convicted by any court of law or any statutory authority duly countersigned by the Public Notary.

3. EVALUATION OF APPLICATIONS

- (i) All applications will be scrutinized to check eligibility conditions. Applications who fulfill all eligibility conditions will be short listed.

Premises of shortlisted applicants will be visited by team of officials of BPPI and technical eligibilities will be evaluated on following parameters:

- a. Verify documents submitted to BPPI
 - b. Availability/tie up with the Transporter/courier services
 - c. Required infrastructural facilities like computer, fax, scanner, telephone, storage facility for storing medicines in controlled temperature.
 - d. Number of manpower deployed for existing infrastructure
 - e. Existing procedure being followed for receipt of orders and execution
 - f. Sale volume handled by the applicant
- (ii) BPPI reserves the right to accept or reject application for all or any one or more locations without assigning any reason.
- (iii) The selected applicant shall execute an agreement on a non- judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the applicant) within 10 days from the date of the intimation from BPPI informing that his application has been accepted. The Specimen form of agreement is available in **Annexure- II**.

ANNEXURE - I

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 of Pharmaceutical items Handled in 2011-12 (Rs. In Lacs)	Sales Volume of Pharmaceutical Items Handled in 2012-13 (Rs. In Lacs)	Sales Volume of Pharmaceutical Items Handled in 2013-14 (Rs. In Lacs)
Total				

Average sales volume of pharmaceutical items per annum in last 3 years: Rs.....Lacs

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-II

AGREEMENT for SUPER STOCKIST AGENTS

THIS AGREEMENT IS MADE BETWEEN

1. M/s Bureau of Pharma Public Sector Undertakings of India (BPPI), 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 “PRINCIPALS” which expression unless otherwise so expressed shall mean and include its successors, executors, administrators and assigns of THE FIRST PARTY): and M/s, as the “Super Stockist Agent” (SS Agent in short) which expression unless otherwise so expressed shall mean and include its heirs, executors, administrators and assigns of SECOND PARTY.
2. WHEREAS party of the first part, BPPI, is engaged in marketing of pharmaceutical items (hereinafter called as the GOODS) and is desirous of appointing the Super Stockist Agents in the State of for proper procurement of Orders from Jan Aushadhi Stores (JASs in short) and supply/sell the products of the Party of the First Part, BPPI to the JASs in the State of

AND whereas party of the second part is desirous of being appointed as the “SS Agents” of the party of the first part for supply/sale of all its products, present and future, to “the JASs in the State of

AND WHEREAS, in the mutual interest, the party of the first part has agreed to appoint the party of the second part as its “Super Stockist Agents” on the mutually agreed terms and conditions set forth hereunder:

NOW THIS AGREEMENT WITNESSTH AS UNDER

- i) That the party of the first part, BPPI hereby appoints M/s party of the second part hereof, as the “SS Agent” for Sale/Supply of products to “the JASs” in the State of
- ii) That this agreement is effective from the date of signing of this agreement and shall be valid upto (one year from date of signing).
- iii) This agreement can be terminated by giving 30 days notice from either side.
- iv) The SS Agent will deposit a Cheque / Demand draft for a sum of Rs. 1,00,000/- only (Rupees One Lac Only), in favour of BPPI, payable at Gurgaon as a Security deposit.
- v) The SS Agent shall procure Orders from the Jan Aushadhi Stores in the State of on a regular basis and shall execute orders received from JASs expeditiously.

- vi) The SS Agent shall be required to keep adequate buffer stock of each medicine to meet demand of the JASs.
- vii) The SS agent will have to use software to be provided by BPPI for inventory, invoicing and payments received from JAS. SS will provide computers and printer with latest minimum configuration as below:
 - (a) Pentium IV processor with 1 GB RAM, 80 GB Hard disk with Windows 7
 - (b) Internet connection with minimum 1 mbps speed
 - (c) Inkjet/laser printer
- viii) The SS Agent shall extend to the JASs, credit facility not exceeding sixty days from the date of despatch of medicines and shall have the sole responsibility to realise the payment from the JASs. However, Advance payment must be received from JASs being run by individuals and non-Govt agencies.
- ix) BPPI will fix area/cities of operation of SS Agent in writing. Areas may be added deleted based on performance of SS in these particular areas.
- x) The SS Agent will send a cheque in favour of Bureau of Pharma Public Sector Undertakings of India (BPPI), payable at Gurgaon along with the Order to BPPI. BPPI will deposit the Cheque on the 60th day from the date of despatch of the goods.
- xi) That the first party will despatch the goods to the SS Agents by trucks, Rail or such other mode of transport as may be deemed fit, F.O.R. on destination basis.
- xii) That the SS Agents will store goods and keep the same in accordance with the directions issued by BPPI from time to time and also under safe custody, proper storage conditions which are required under the provisions of Drugs & Cosmetics Act, 1940 and rules framed there under, having due regard to the specific nature of the products, before their supply to the JAS. The SS Agent shall also maintain furnished office space for principal's personnel proper records, bills vouchers, challans etc. regarding the goods received and dispatched by them on behalf of BPPI at his own cost. The SS Agent shall be solely responsible for any damages to the stocks.
- xiii) The inventory of receipt of these goods by the SS Agents shall be kept recorded in a separate stock book which would be kept solely for the principals month wise statement of receipts of stock from principals and supply/sales thereof, to the JAS (including monthly statement of realisations and monthly statement of account), shall be submitted to the principals by the SS Agents by the 5th day of the succeeding month.
- xiv) That the SS Agent shall not solicit orders from any place or party other than the JAS in the State of without directions in writing of the principal.
- xv) Margins to the SS Agent will be payable @ 8% on the sale prices to Jan Aushadhi Stores (before taxes). The incidence of VAT is included in the MRP at the rate applicable in that particular state. No bonus or schemes are applicable on the Jan Aushadhi Medicines.
- xvi) The SS Agent agrees to furnish necessary Sales Tax forms as required under the Central Sales Tax and the State Sales Tax Laws of the State of the principals at the earliest.
- xvii) That the SS Agent shall not without the consent in writing of the principal, accept any offer for sale or offer to sale out goods at prices less than those appearing in the price list of the principals.

- xviii) In the event of any Short life products, the SS Agent has to inform the BPPI, with the details of purchase before six months of their date of expiry. Otherwise, BPPI will not be responsible for the short life/Expired medicines.
- xix) The benefits under this agreement shall not be assignable to any other person or party. The SS Agent shall not appoint any agent / sub agent / distributor/stockiest for dealing with principal's product, unless otherwise authorised for this purpose by the company in writing.
- xx) Complaint, if any, received against the quality of products supplied by the Principals, shall be promptly reported to the Principals at Head Office, Gurgaon with relevant details for appropriate action within 5 days of receipt of such stocks.
- xxi) The SS Agent shall be responsible to cooperate with the Auditors, inspectors or such other staff as may be sent by BPPI competent authorities to check and verify the records and the SS Agent shall extend all necessary facilities and arrangements for the same. However, the expenses of such audit etc. shall be borne by BPPI.
- xxii) That the BPPI reserves its right to appoint more than one SS agent in the state.
- xxiii) That the SS Agent shall not compound any debit, obligation or security relating to this business nor withdraw, compromise or compound any legal proceedings without consent in writing of the company.
- xxiv) In the event of any dispute or difference between the parties arising out of or in connection with or in relation to this agreement, the same shall be referred to the sole arbitrator of President BPPI or his nominee and his decision shall be final and binding on both the parties. The provisions of Arbitration and conciliation Act, 1996 shall apply.
- xxv) In case of any dispute, relating to this agreement, only the court situated at Delhi shall have the jurisdiction.
- xxvi) That the provisions of the Indian contract Act 1972, shall apply in so far the same are not inconsistent with this agreement.
- xxvii) IN WITNESS WHERE OF the parties have signed this Agreement thisday of2014.

FIRST PARTY

PRINCIPAL (BPPI)

AUTHORIZED SIGNATORY

SECOND PARTY

SUPER STOCKIST