

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

(Set up under the Department of Pharmaceuticals, Govt. of India) Bureau of Pharma PSUs of India (BPPI) 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi -110055

Expression of Interest is invited for appointment as 'Distributor' in Maharashtra.

Pradhan Mantri Bhartiya Janushadhi Pariyojana is a flagship program of the Government of India being implemented by Bureau of Pharma Public Sector Undertakings of India (BPPI). Presently under the Pariyojana, medicines, surgical items and other related products are sold through exclusive outlets named as Pradhan Mantri Bhartiya Janaushadhi Kendra.

BPPI hereby invites expression of interest for appointment of distributor of BPPI for distribution of products to the Janaushadhi Kendra's of the assigned area details of which are mentioned hereunder-

Maharashtra for which distributors to be appointed – Mumbai (Annexure I).

The Eligible and interested candidates should submit the Application form in prescribed format given in (ANNEXURE III).

Complete applications in all respect are to be submitted to BPPI by email at asnlogistics@janaushadhi.gov.in and by post/courier/in person at following address-

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)
8th Floor, Videocon Tower,
Block E1, Jhandewalan Extension,
New Delhi -110055

Contact persons for Clarification (if any):

- 1) Mr. Dhiraj Sharma (GM - Sales & Supply Chain)
Ph. 011-49431802 email: marketing@janaushadhi.gov.in
- 2) Mr. Sanjay Lohani (Dy. Manager - Logistics & Supply Chain)
Ph: 011-49431808; email: logistics8@janaushadhi.gov.in
- 3) Mr. Rajkiran Dhariwal (Sr. Ex.- Logistics & Supply Chain)
Ph: 011-49431832; email: logistics4@janaushadhi.gov.in

Application received after due date and time will not be accepted.

Last date of submission of application is up to 30th June 2021 (5:00 PM)

1. Eligibility criteria & documents required.

S. No	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION
1	Valid wholesale Drug License (20B and 21B) as per Drugs and Cosmetic Act-1940 at the time of application	Self-attested photocopy of valid Wholesale Drug License (20B and 21B) as per the Drugs and Cosmetic Act-1940
2	Valid GST Registration	Self-attested photocopy of Valid GST Registration
3	The average annual sales turnover of retail handled by the applicant in the preceding two financial years should be more than Rs 5.00 Crores.	Annual sales turnover of the applicant for last two financial year in the format given in Annexure- II & complete set of financial statements with tax audit report duly certified by a Chartered Accountant.
4.	The prior turnover and prior experience for Start-up / MSME (as defined by Department of Industrial Policy and Promotion) shall be applicable subject to submission of certificate of recognition as start up by Department of Industrial Policy and Promotion for quotation/Ministry of Micro, Small and Medium Enterprises.	certificate of recognition as start-up by Department of Industrial Policy and Promotion for quotation/Ministry of Micro, Small and Medium Enterprises.
5	Storage area of min 5000 sq. feet for storing medicines in controlled temperature as per the requirements of Drugs & Cosmetics Act 1940	Declaration by the applicant which will be verified at the time of field visit.
6	Financial standing with reference to bank.	Self-attested copy of Bank Statement of last six months
7	Interest free security deposit of minimum Rs 25.00 lakh (Twenty-Five lakh) with BPPI which is refundable at the time of termination/expiry.	DD must be submitted after in principle approval is given but before signing of the agreement between BPPI & the applicant
8	<p>of agreement between BPPI & the applicant</p> <p>Non-refundable application fees of Rs 10,000/- & refundable earnest money deposit (EMD) of Rs 5,00,000/- in form of DD/NEFT payable to BPPI at</p> <p>Bank of Baroda, Branch-Parliament street, New Delhi-110001 A/C No- 05860200001696 IFSC Code-BARBOPARLIA</p>	To be submitted along with application form

9	Documents of incorporation of the applicant like Memorandum & Article of Association, list of directors in case of a Company, Partnership deed and details of partners in case of partnership firm, registration certificate and list of members in case of society. It is only indicative & will depend upon constitution of the applicant firm.	Applicant will provide self-attested supporting documents which will be verified at the time of field visit.
10	Applicant must have good infrastructure in terms of manpower, IT, Logistics & Storage for smooth operations of functioning as distributor of BPPI	Applicant will provide self-attested supporting documents which will be verified at the time of field visit.

2. Evaluation of Applications-

- All applications will be scrutinized to check eligibility conditions as follow-
 - BPPI will constitute a technical committee to evaluate the applications as received.
 - BPPI will shortlist the applicants and make field visit to verify their credentials.
- BPPI reserves the right to accept or reject any application without assigning any reason at any stage of the process of appointment as distributor.
- 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.

3. Selection Criteria- Point based objective ranking system will be used as given below.

S. No.	Criteria	Criteria of giving Marks
1	Higher sales turnover	One point for every 100 lakhs of sales on scale of 0 to 10
2	Availability of required area of storage	One point for every 1000 sq. feet of storage area on a scale of 0 to 10 as per site visit observation
3	Location of warehouse and availability of transport	Scale of 0 to 10 as per site visit observation
4	Number of manpower deployed and process of booking orders. Applicants having own booking staff given weight age.	Scale of 0 to 10 as per site visit observation
5	Number of existing retailers supplied by the applicant	One point for every 100 retailers. Maximum point is 10.

6	Existing undisputed relations with BPPI	10 points as Distributor/ CFA, 05 points as Kendra owner
7	Experience in Pharma Sector	5 points for exp of more than 2 years as distributor of any WHO-GMP certified pharma company

Annexure - I

S.No.	State	Preferable Location
1	Maharashtra	Mumbai

Annexure - II**Annual Sales turnover achieved.**

The annual sales turnover achieved 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 Applicant	Sales Turnover in 2018-19 (Rs. In Lacs)-audited	Sales Turnover in 2019-20 (Rs. In Lacs)-audited	Sales Turnover in 2020-21 (Rs. In Lacs)-unaudited
Total:				

Average sales turnover per annum in last 3 years: **Rs. (Lacs)**

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

Date:

Signature:

Seal:

Name:

Annexure - III

To,

The CEO, Bureau of Pharma PSUs of India,

8th Floor, Videocon Tower,
Block E1, Jhandewalan Extension,
New Delhi -110055

Subject: APPLICATION FOR DISTRIBUTOR OF PRADHAN MANTRI BHARTIYA
JANAUSHADHI PARIYOJANA

Ref: Your tender no-BPPI/08/04/L&S/2020/300

Dear Sir,

This is with reference to your tender no- BPPI/08/04/L&S/2020/300. I hereby declare that I fulfil all eligibility criteria and interested to become distributor for BPPI as per terms & conditions of BPPI. For this purpose, I hereby submit my application in prescribed format.

S. No.	Particulars	Details
1	Name of the organization	
2	Constitution of the organization (to specify whether Partnership firm/ Proprietorship/Company / NGOs)	
3	Address of the organization	
4	PAN & GST number of the Organisation	
5	Drug License Number for wholesale	

6	Bank Account Details	
7	Name of the District & state for which application is made	
8	Present address of the applicant's warehouse	
9	Details of the authorized 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 distributorship of Pradhan Mantri Bhartiya Janaushadhi Pariyojana agree to abide by the same.

I/We hereby declare that all the information as mentioned above is true to best of my knowledge.

Place:

Signature of the Authorized Person

Date:

(Name & Designation)

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

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

8th Floor, Videocon Tower,

Block E1, Jhandewalan Extension,

New Delhi -110055

Documents to be enclosed along with the application

FOR DISTRIBUTOR		
S. No.	Particulars	Attached Yes/No
1	Application form	
2	Copy of Drug License	
3	Copy of GST Registration & PAN card	
4	Copy of last 6 months bank statement	
5	One cancelled cheque of bank account whose statement is given	
6	Copy of last two years audited accounts for FY – 2018-19 & 2019-20 and self-certified provisional financials for FY- 2020-21	
7	Copy of the list of retailers with whom party has done sales transaction in last 3 months.	
8	Supporting documents for confirmed space for store viz ownership/lease deed/rent agreement/etc.	
9	Duly filled annexure II & III	

Note: All documents must be self-certified.

AGREEMENT FOR APPOINTMENT OF DISTRIBUTORSHIP

This agreement is made and executed on this the Day of, 2021

BETWEEN

M/s Bureau of Pharma Public Sector Undertakings of India hereinafter referred as (BPPI), set up as a Society registered under the Societies Registration Act-1860, having its Registered Office at 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi -110055, Delhi (hereinafter referred as “**FIRST PARTY**” through **Shri** **S/o Sh.** aged about years, which expression shall unless it is repugnant to the context or meaning part thereof mean and includes all **it's** legal heirs, **attorney**, executors, administrators, representatives, successors and assignees of THE FIRST PARTY),

AND

M/s represented by **Shri** **S/o** aged about years presently designated as duly authorized to sign as the “**Distributor**” which expression shall unless it is repugnant to the context or meaning thereof includes all **it's** executors, attorneys, administrators, successors-in-interest, and assignees of the **Second Party**.

WHEREAS party of the first part is engaged in marketing of pharmaceutical items (Hereinafter called as the GOODS) and is desirous of appointing the distributor in the State of for proper procurement of orders from retailers,

Prime Minister Bhartiya Janaushadhi Kendra (**PMBJK**), hospitals and in other Institutions and supply/sell the products **to** the Party of the First Part.

AND whereas party of the second part is desirous of being appointed as the "**DISTRIBUTOR**" for the party of the first part for supply/sale of all its products, present and future in the State.....

AND WHEREAS, in the mutual interest, the party of the first part has agreed to appoint the party of the second part as it's "Distributor" on the mutually agreed terms and conditions set forth hereunder:

NOW THIS AGREEMENT WITNESSETH DISTRIBUTOR AS UNDER -

- a) The second Party is not allowed to sell any medicines other than those provided by BPPI to **PMBJK**.
 - b) You must open at least 10 (Ten) **PMBJK** in your assigned area within one year. In case of failing to do so, this agreement is likely to **be** cancelled.
- (i) That this agreement is effective from the date of signing/execution of this agreement and shall be valid **for** 5 years (five years) from date of execution of the present agreement. The time period of this agreement can be extended by mutual consent of both the parties for such further period as agreed upon.
 - (ii) The DISTRIBUTOR shall have to comply with all the terms and conditions hereof, and achieve the Minimum Annual Performance Requirements, this agreement can be terminated by giving 90 days' notice by the either side. No credit will be provided by the first party to the second party once the notice for termination of this agreement is served by either party to the other one.
 - (iii) The distributor shall procure Orders from retailers, **PMBJK**, hospitals and Institutions in assigned area in regular basis and shall execute orders received from expeditiously" will be read as "The distributor shall procure

Orders from PMBJK, hospitals and Institutions in assigned area on regular basis and shall execute the orders received from expeditiously.

- (iv) The DISTRIBUTOR shall be required to keep adequate average stock of 30 days on monthly sales and expected to keep 100% of the product range to meet demand of the retail stores (PMBJK). The distributor must ensure delivery of goods at the doorstep of the PMBJK.
- (v) The Distributor will necessarily follow the above norms, terms and conditions of BPPI for Inventory Management Systems.
- (vi) Any items sold once would not be taken back/returned by BPPI in any condition whatsoever" will be read as "Any items sold once would not be taken back/returned by BPPI in any condition whatsoever expect N.S.Q. products and medicines dispatched/delivered by BPPI without confirm order of distributor.
- (vii) The Distributor may be called by BPPI to provide additional support to BPPI at the location and area of operation on various distribution matters, which should be provided readily by the Second party, so as to enable BPPI successful in its operational mission, which may include the distribution of free medicines to the affected parties, distribution of promotional items to the PMBJK etc.
- (viii) The DISTRIBUTOR has to make refundable interest free security deposit of minimum Rs 25,00,000/- (Twenty-five Lakh Only) with Bureau of Pharma Public Sector Undertakings of India (BPPI) in form of demand draft/credit to bank account of BPPI (no bank guarantee will be accepted) till the continuance of this agreement. Distributor is also required to issues three undated security cheques in favour of BPPI issued from its bank account.
- (ix) Credit limit of the distributor will be fixed as five times of the interest free security deposit as mentioned above. However, for every order, they need

to give 50% (fifty percent) amount of value of said order as advance. For balance, credit period of 30 days from the date of dispatch of goods will be provided subject to the credit limit as decided above. The second party is liable to pay interest @ 18% per annum on the overdue amount after the credit period expired i.e. 30 days from the date of supply of goods.

- (x) The Second Party is required to give credit period of 30 days to retail outlets (PMBJK). The Second Party is not entitled to receive any amount as security deposit in any form from PMBJK. Further, BPPI has no liability towards outstanding of PMBJK to the distributor. BPPI does not give any assurance or guarantee for recovery of dues from PMBJK or any other institutions to which supply is made by the distributor.
- (xi) That the first party will despatch the goods to the DISTRIBUTOR by trucks, Rail or such other mode of transport as may be deemed fit, up to warehouse of the distributor.
- (xii) That the DISTRIBUTOR will store goods and keep the same in 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 onward supply. Minimum storage area required is 5000 Sq. Feet.
- (xiii) The Distributor shall prepare month wise stock and sales statement and same shall be submitted with the BPPI on or before 5th day of the succeeding month.
- (xiv) Distributor is entitled @ 10% margin of price of goods received from BPPI and distributed to PMBJK by the distributor.
- (xv) BPPI will not take back any stock in any form or in form of Expiry/Breakage from the distributor.
- (xvi) The DISTRIBUTOR agrees to furnish necessary GST forms as required under the GST and the State Sales Tax Laws of the concerned State.

- (xvii) The DISTRIBUTOR shall have to use computer system for billing & Stock maintaining at his expense or any other mode as prevailing in the present situation.
- (xviii) The DISTRIBUTOR shall have to use BPPI software for billing for Janaushadhi medicines which will be provided by BPPI. In case of failing to use the BPPI software, the agreement may be cancelled by First Party without any prior notice to the second party.
- (xix) BPPI will fix area/cities of operation for the DISTRIBUTOR in writing and BPPI reserves it's right to add or delete the area of the Distributor based on the performance of DISTRIBUTOR in these areas.
- (xx) In case of Complaint, if any, received against the quality of products supplied by the supplier, the same shall be promptly reported to the **BPPI** at Head Office, Delhi with relevant details for appropriate action within 5 days of receipt of such stocks.
- (xxi) The DISTRIBUTOR shall be responsible to cooperate with the Auditors, inspectors or such other staff as may be sent by BPPI to check and verify the records and the DISTRIBUTOR shall provide all necessary facilities and arrangements for the same. However, the expenses of such audit etc. shall be borne by BPPI.
- (xxii) BPPI shall not be liable for the acts claims, damages and expenses of every kind or nature whatsoever (a) arising from acts of the Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Distributor under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.

- (xxiii) During the term of this Agreement, BPPI shall furnish to Distributor any technical improvements and inventions relating to the Products. During the term of this Agreement, Distributor agrees to furnish to BPPI all technical improvement and inventions related to the Products required by Distributor without any delay and free of charge in consideration of services.
- (xxiv) That the Distributor shall, keep all the information highly confidential arising out from this agreement.
- (xxv) That the BPPI reserves its right to appoint any number of DISTRIBUTORS in area assigned to the DISTRIBUTOR.
- (xxvi) That any amendment or alteration to this Agreement shall be valid only if set down in writing and signed by the parties hereto.
- (xxvii) 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 appointed by CEO, 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.
- (xxviii) In case of any dispute, relating to this agreement, only the court situated at Delhi shall have the jurisdiction to try and entertain the dispute.
- (xxix) That the provisions of the Indian Contract Act 1972, shall apply in so far the same are not inconsistent with this agreement.
- (xxx) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

BPPI/08/04/L&S/2020/310

(xxxi) IN WITNESS DISTRIBUTOR WHERE OF the parties have signed this
Agreement this day of..... 2021.

FIRST PARTY

SECOND PARTY:

(BPPI)

DISTRIBUTOR

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Witness

Witness