



PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

(Under the Department of Pharmaceuticals, Govt. of India)

Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029

Telephone: 011- 49431800

Website: janaushadhi.gov.in

Expression of Interest No.: - PMBI/08/04/LS/2024/002 dated 22.10.2024

INVITED

FOR

**THE APPOINTMENT OF DISTRIBUTORS IN DIFFERENT PARTS OF
INDIA**

TO

**PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA
(PMBI)**



Pharmaceuticals & Medical Devices Bureau of India (PMBI)

(Under the Department of Pharmaceuticals, Govt. of India)
Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029

Expression of Interest No.: - PMBI/08/04/LS/2024/002 dated 22.10.2024 is invited for the appointment of 'Distributors' in different parts of India.

About Pradhan Mantri Bhartiya Janushadhi Pariyojana (PMBJP): PMBJP is a flagship program of the Government of India being implemented by Pharmaceuticals & Medical Devices Bureau of India (PMBI). Presently under the Pariyojana, medicines, surgical items and other related products are sold through exclusive outlets named as Pradhan Mantri Bhartiya Janaushadhi Kendra.

PMBI hereby invites Expression of Interest (EOI) for appointment of distributors of PMBI for distribution of products to the Janaushadhi Kendra's of the assigned area details of which are mentioned hereunder-

No. of state for which distributors to be appointed – 5 locations in 5 States (ANNEXURE – I)

The Eligible and interested applicants should submit the Application form in prescribed format given in (ANNEXURE- II).

The EOI document can be downloaded free of cost from the CPP Portal <https://eprocure.gov.in> and website of PMBI: janaushadhi.gov.in.

For any technical related queries interested applicant may call CPP Help Desk Number 0120-4001 002/ 0120-4001 005/ 0120- 4493395 (24 X 7 hours Help Desk)

Pharmaceuticals & Medical Devices Bureau of India (PMBI)

(Set up under the Department of Pharmaceuticals, Govt. of India) Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029

Contact Details of the officials for any clarification:

Contact Person for clarification if any	1. Mr. Kundan Kumar Singh DGM - Sales & Logistics Phone: - 011-49431800 Email:- dgm.logistics@janaushadhi.gov.in
	2. Mr. Sanjay Lohani (Manager - Logistics & Supply Chain) Phone: - 011-49431808 Email: - logistics8@janaushadhi.gov.in
	3. Mr. Rajkiran Dhariwal Assistant Manager - Logistics & Supply Chain) Phone: - 011-49431832 Email: - logistics4@janaushadhi.gov.in

1. **Schedule of Submission of EOI:**

S. No.	Reference of the event	Date and Time and Place of meeting
1	Date and Time of availability of EOI on CPP portal.	on 22.10.2024 (Tuesday)
2	Date and Time of meeting before the submission of EOI	11.00 A.M. on 07.11.2024 (Thursday)
3	Place of the Meeting	PMBI, Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029
4	Last date and time for submission of EOI online on CPP Portal	Till 17:00 Hours on 22.11.2024 at PMBI, Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029
5	Last date and time for submission of attested Original Required Documents as per Check-list in physical Form in office of Pharmaceuticals & Medical Devices Bureau of India, Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029	Till 17.00 Hours on 25.11.2024 at PMBI, Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029
6	Date and Time of opening of EOI	On 29.11.2024 at 15.00 Hours at PMBI, Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center, New Delhi- 110029

Note:

- a. Application received after due date and time will not be accepted.
- b. Interested applicants shall be solely responsible for checking these websites at least 3 days prior to closing date of submission of EOI for any addendum/amendment issued subsequently to the document and take into consideration the same while preparing and submitting the bids.

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 handled by the applicant in the preceding three financial years should be more than Rs 25.00 Crores.	Annual sales turnover of the applicant for last three financial year in the format given in Annexure- III & complete set of financial statements with tax audit report duly certified by a Chartered Accountant.
4	Storage area of min 10,000 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.
5	Financial standing with reference to bank.	Self-attested copy of Bank Statement of last six months
6	Interest free security deposit of minimum Rs 50.00 lakh (Fifty lakh) for Rs. 5 Crore credit limit and further bank Guarantee equivalent to the required limit if credit limit enhanced to Rs. 10 Crore on request (Thus total Rs. 50 Lakh deposit and bank guarantee Rs. 5 Crore. Total 5.50 Crore will be required for limit of Rs. 10 Crore) in favour of PMBI which is refundable at the time of termination/expiry of agreement between PMBI & the applicant.	Demand draft/credit to bank account of PMBI must be submitted after in principle approval is given but before signing of the agreement between PMBI & the applicant
7	Non-refundable application fees of Rs 10,000/- & refundable earnest money deposit (EMD) of Rs 10,00,000/- in form of DD/NEFT payable to PMBI at Bank of Baroda, Branch-Parliament Street, New Delhi-110001 A/C No- 05860200001696 IFSC Code-BARBOPARLIA	To be submitted along with application form
8	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.
9	Applicant must have good infrastructure in terms of manpower, IT, Logistics & Storage for smooth operations of functioning as distributor of PMBI.	Applicant will provide self-attested supporting documents which will be verified at the time of field visit.

Note: Existing PMBI Distributors are not allowed to submit the bid against this EOI. Intending participants must have their facilities at the proposed location.

2. Scrutiny of Applications-

- i. All applications will be scrutinized to check eligibility conditions as follows: -
 - a. PMBI will constitute a technical committee to evaluate the applications as received.
 - b. PMBI will shortlist the applicants and make field visit to verify their credentials.

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

S. No.	Criteria (Total 100 points)	Criteria of giving Marks	Maximum Marks
1	Minimum Sales turnover Rs. 25 crores (in the preceding three financial years 2020-2021, 2021-2022 and 2022-2023)	10 points for minimum Sales turnover of Rs. 25 Crore and One point for every 5 Crore of sales on scale of 1 to 10.	20
2	Availability of required area of storage/warehouse	10 points for up to 10000 sq. feet and One point for every 1000 sq. feet of storage area on a scale of 1 to 10 as per site visit observation	20
3	i. IT Infrastructure and Manpower ii. Facility Presentation	For each Criteria, maximum 5 points will be awarded	10
4	Number of existing retailers being supplied medicines (C.A. to certify)	One point for every 100 retailers covered Maximum point are 10.	10
5	Experience in Pharma Sector	Points to be awarded to the applicant if the applicant is authorized distributor of any of the WHO-GMP certified pharma company having annual turnover of more than Rs. 200 Crore. i. 5 points for experience of 3 years. For each additional years of experience 1 point will be awarded.	10
6	Inspection of facilities	Location and infrastructure of warehouse and availability of transport and compliance of WHO-GDP Guidelines at warehouse.	30

- Facility presentation shall be submitted in a sealed envelope with technical bid. Presentation shall contain the following: -
 - a. Key highlights/facilities of the premises and eligibility criteria under Clause 1.
- PMBI reserves the right to accept or reject any application without assigning any reason at any stage of the process of appointment as distributor.

4. Evaluation Criteria:

All the application will be graded location wise in terms of the marks obtain by descending order to select the distributor.

5. Signing of Agreement:

The selected applicant shall execute an agreement on a non- judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the applicant) within 10 days from the date of the intimation from PMBI informing that his application has been accepted.

ANNEXURE - I

Sl No.	State	Preferable Location
1	Bihar	Patna
2	Madhya Pradesh	Indore
3	Telangana	Hyderabad
4	Andhra Pradesh	Vijayawada
5	Maharashtra	Nagpur

To,

The CEO,
Pharmaceuticals & Medical Devices Bureau of India (PMBI),
Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center,
New Delhi- 110029

**Subject: APPLICATION FOR APPOINTMENT AS DISTRIBUTOR OF PRADHAN MANTRI
BHARTIYA JANAUSHADHI PARIYOJANA (PMBJP)**

Ref: Your EOI no-PMBI/08/04/LS/2024/002 Dated 22.10.2024

Dear Sir,

This is with reference to your EOI no.- **PMBI/08/04/LS/2024/002** I hereby declare that I fulfil all eligibility criteria and interested to become distributor for PMBI as per terms & conditions of PMBI. For this purpose, I hereby submit my application in prescribed format.

S. No.	Particulars	Details
1	Name of the organization/Applicant	
2	Constitution of the organization (to specify whether Partnership firm/ Proprietorship/Company / NGOs)	
3	Address of the organization	
4	PAN & GST number of the Organization	
5	Drug License Number for wholesale	
6	Bank Account Details	
7	Name of the location & 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 and I 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)

{Format for a certificate from the C.A. (Chartered Accountant) or Company Secretary}**Annual Sales turnover**

I. It is certified that M/s.....is a Private Limited/Limited/Proprietorship/Partnership company/firm and they have PAN no.....and GST registration no.....They have filed Income tax returned and GST returned up to date. The authorized signatory of the company/firm is Shri.....and whose signature is attested as under:.....

II. 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.

Sl. No.	Financial Year	Sales Turnover in Rupees (₹) in Crore (Rs.)	Sales Turnover in Rupees in Crore (in words)
1.	2020-21	₹	
2.	2021-22	₹	
3.	2022-23	₹	
Total Sales Turnover		Rs (₹)..... Crore	Rs (in words).....
Average Sales Turnover per annual		Rs (₹)..... Crore	Rs (in words).....

III. It is certified that M/s.....has facilities to receive, stock and distribute PMBI drugs/medicines as per the licensing conditions. This certificate is based on their capacity, and financial statement.

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

Date:

Name:

Signature:

Stamp:

Registration No. of C.A. Firm.....

ANNEXURE - IV

FORMAT OF AGREEMENT FOR APPOINTMENT OF DISTRIBUTORSHIP

This agreement is made and executed on this theDay of, 2024

BETWEEN

M/s Pharmaceuticals & Medical Devices Bureau of India (PMBI), set up Under Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, Government of India is a Society registered under the Societies Registration Act-1860, having its Registered Office at- B-500, 5th Floor, Tower B, World Trade Center, Nauroji Nagar New Delhi- 110029 (hereinafter referred to as “**FIRST PARTY**” through **Shri** **S/o Sh.** aged aboutyears, which expression shall unless it is repugnant to the context or meaning part thereof mean and includes its Successors assigns, attorney, executors, administrators, representatives, of “**FIRST PARTY**”.

AND

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

GENERAL COVENANTS

1. WHEREAS THE FIRST PARTY is engaged in marketing of pharmaceutical items (hereinafter called as the GOODS) and is desirous of appointing the distributor atlocation in the State of for proper procurement of orders from retailers, Pradhan Mantri Bhartiya Janaushadhi Kendras (**PMBJK**), hospitals and other Institutions and supply/sell the products to the Party of the First Part.
2. WHEREAS THE SECOND PARTY is desirous of being appointed as the “**DISTRIBUTOR**” for the FIRST PARTY for supply/sale of all its products, present and future in the State.....
3. WHEREAS, in the mutual interest, the FIRST PARTY has agreed to appoint the SECOND PARTY as its “Distributor” on the mutually agreed terms and conditions set forth as hereunder:

WITNESSETH AS HEREUNDER

1. The second Party is not allowed to sell any medicines other than those provided by PMBI to PMBJK.
2. 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 and subject to performance.
3. The SECOND PARTY 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.
4. PMBI shall have the option to terminate this Agreement without notice, (1) upon the institution of actions against the SECOND PARTY for insolvency/bankruptcy, or any other proceedings for the settlement of other party's debts.
5. The distributor/SECOND PARTY shall procure Orders from PMBJK, hospitals and Institutions in assigned area on regular basis and shall execute the orders received from them expeditiously.

6. The DISTRIBUTOR/SECOND PARTY shall be required to keep adequate average stock of 120 days on monthly sales and expected to keep 100% of the product range to meet demand of the retail stores (PMBJK). The distributor/SECOND PARTY must ensure delivery of goods at the doorstep of the PMBJK.
7. The Distributor/SECOND PARTY will necessarily follow the above norms, terms and conditions of PMBI for Inventory Management Systems.
8. **"Any items sold once would not be taken back/returned by PMBI in any condition whatsoever"** will be read as **"Any items sold once would not be taken back/returned by PMBI in any condition whatsoever except N.S.Q. products and medicines dispatched/delivered by PMBI without confirm order of distributor"**.
9. The Distributor/SECOND PARTY may be called by PMBI to provide additional support to PMBI at the location and area of operation on various distribution matters, which should be provided readily by the Second party, so as to enable PMBI 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.
10. The DISTRIBUTOR/SECOND PARTY has to make refundable interest free security deposit of minimum Rs 50,00,000/- (fifty Lakhs Only) with Pharmaceuticals & Medical Devices Bureau of India (PMBI) in form of demand draft/credit to bank account of PMBI till the continuation of this agreement. Distributor is also required to issue three undated security cheques in favor of PMBI issued from its bank account which shall be of a Nationalized Bank.
11. Credit limit of the distributor will be fixed as Rs. 5 Crore which may be later extended up to Rs.10 Crore based on business growth. 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 expiry i.e.30 days from the date of supply of goods.
12. 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, PMBI has no liability towards outstanding of PMBJK to the distributor. PMBI does not give any assurance or guarantee for recovery of legally enforceable dues from PMBJK or any other institutions to which supply is made by the distributor.
13. That the FIRST party will dispatch the goods to the DISTRIBUTOR/SECOND PARTY by trucks, Rail or such other mode of transport as may be deemed fit, up to warehouse of the distributor.
14. That DISTRIBUTOR/SECOND PARTY 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 10,000 Sq. feet or more during the entire agreement period.
15. The Distributor/SECOND PARTY shall prepare month wise stock and sales statement and same shall be submitted with the PMBI on or before 5th day of the succeeding month and will have to regularly update data on POS systems.
16. Distributor/SECOND PARTY is entitled @ 10% margin of price of goods received from PMBI and distributed to PMBJK by the distributor.
17. PMBI will not take back any stock in any form or in form of Expiry/Breakage from the distributor.
18. The DISTRIBUTOR/SECOND PARTY agrees to furnish necessary GST forms as required under the GST and the State Sales Tax Laws of the concerned State.
19. The DISTRIBUTOR/SECOND PARTY shall have to use computer system for billing & Stock maintaining at its expense or any other mode as prevailing in the present situation.

20. The DISTRIBUTOR/SECOND PARTY shall have to use PMBI software for billing of Janaushadhi medicines which will be provided by PMBI. In case of failing to use the PMBI software, the agreement may be cancelled by First Party by issuing a show cause notice to the second party.
21. PMBI will fix area/cities of operation for the DISTRIBUTOR/SECOND PARTY in writing and PMBI reserves its right to add or delete the area of the Distributor based on the performance of DISTRIBUTOR in these areas.
22. In case of Complaint, if any, received against the quality of products supplied by the supplier, the same shall be promptly reported to the **PMBI**, Head Office Delhi with relevant details for appropriate action within 5 days of receipt of such stocks.
23. The DISTRIBUTOR/SECOND PARTY shall be responsible to cooperate with the Auditors, inspectors or such other staff as may be sent by PMBI to check and verify the records and the DISTRIBUTOR/SECOND PARTY shall provide all necessary facilities and arrangements for the same. However, the expenses of such audit etc. shall be borne by PMBI.
24. PMBI 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.
25. During the term of this Agreement, PMBI shall furnish to Distributor any technical improvements and inventions relating to the Products. During the term of this Agreement, Distributor agrees to furnish to PMBI all technical improvement and inventions related to the Products required by Distributor without any delay and free of charge in consideration of services.
26. Distributor shall provide itself with, and be solely responsible for, (1) such facilities, employees, and business organization, and (2) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of Distributor's business operations in accordance with this Agreement.
27. That the PMBI reserves its right to appoint any number of DISTRIBUTORS in area assigned to the DISTRIBUTOR.
28. That any amendment or alteration to this Agreement shall be valid only if set down in writing expressly and signed by the parties hereto.
29. 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.

TRADEMARK AND TRADE NAME

30. At no time during the term of this Agreement or at any time thereafter shall Distributor challenge or assist others in challenging PMBI Trademarks or the registration thereof or attempt to register any trademarks, service marks, or trade name confusingly similar to those of PMBI.

CONFIDENTIAL INFORMATION

31. The DISTRIBUTOR/SECOND PARTY acknowledges that information shared by PMBI during the course of this Agreement will be kept confidential. The DISTRIBUTOR/SECOND PARTY agrees that, unless otherwise determined by PMBI, the marketing strategies and programs developed by PMBI shall be treated as confidential until publicly disseminated in accordance with the instructions of PMBI. The DISTRIBUTOR/SECOND PARTY shall not disclose any confidential information to any person and the DISTRIBUTOR/SECOND PARTY agrees not to use any such confidential information for any purpose other than to discharge its obligations under this agreement.

DISPUTE RESOLUTION

32. In the event of any dispute/difference related to the interpretation /rights/liabilities arising out of this agreement involving the parties to this agreement, the same shall at first instance , be settled amicably and in the event of the dispute not being settled amicably the same shall be referred to the Arbitrator appointed by CEO, PMBI or his nominee and his decision/award shall be final and binding on both the parties. The provisions of Arbitration and conciliation Act, 1996 shall apply. The venue for arbitration shall be @ Delhi. The applicable law governing this agreement shall be the law of INDIA and the court situated at Delhi shall have the jurisdiction to try and entertain the dispute.
33. That the provisions of the Indian Contract Act 1972, shall apply in so far as the same are not inconsistent with this agreement.
34. 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.

IN WITNESS THEREOF the parties have signed this Agreement this day of..... 2024.

Signed, Sealed and Delivered by **PARTIES TO THIS AGREEMENT AT PMBI, HQ, DELHI.**

FIRST PARTY – PMBI

(SECOND PARTY/DISTRIBUTOR)

Designation-

Address-

In the presence of witnesses

Witness 1

.....
Signature

Witness 2

.....
Signature

Place:

Pharmaceuticals & Medical Devices Bureau of India (PMBI)

Nauroji Nagar, B-500, 5th Floor, B Tower, World Trade Center,

New Delhi- 110029

Checklist: 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 three years audited accounts for FY – 2020-21 & 2021-22 and 2022-23.	
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	
10	Facility Presentation (in Pan drive sealed envelope) with	

Note: All documents must be self-certified or CA certified as per requirement indicated.

Sd/-

(Kundan Kumar Singh)
DGM (Sales & Logistics)
Pharmaceuticals and Medical Devices Bureau of India (PMBI)
011-49431800