

No. 2023/NFR/33/JAK (Part I)
E-office no. 3439748

New Delhi
Dated: 31.10.2023

**Principal Chief Commercial Managers,
All Zonal Railways;**

Sub: Establishment of PMBJK outlets at Railway stations-regarding

- Ref:** (1) CC No 12 of 2023 dated 08.08.2023
(2) Board's letter of even number dated 11.08.2023
(3) Board's letter of even number dated 06.10.2023
(4) Board's letter of even number dated 18.10.2023

Ministry of Railways has issued CC No 12 of 2023 detailing the policy framework for establishing Pradhan Mantri Jan Aushadhi Kendra (PMBJK) outlets at 50 railway stations on pilot basis, after extensive deliberations with internal and external stakeholders (including PMBI). The progress made on the implementation of the policy and milestones achieved have been apprised to Zonal Railways and PMBI at regular intervals.

2. The conceptual design (including the color scheme) being developed by NID/Ahmedabad (entrusted the task of developing the prototype and advising the detailed technical specifications) has been shared with PMBI. Promotional material, information (including AV clips) and details of local nodal officers of PMBI have been shared with Zonal Railways. A joint stakeholder meet was also organized in Mumbai on 10.10.2023 with the support of PMBI, with participation of officials from Central and Western Railways.

3. A CCMs' Conference was also held at Railway Board on 20.10.2023 wherein, Zones mandated with the task of establishing PMBJK outlets gave presentations on PMBJK locations. During the course of the presentations, it was noted that in 4-5 locations (like Katihar, Palakkad, Patna, Badarpur) the distance from the nearest PMBJK outlet is less than 1km. In this regard, dispensation has already been sought from the distance restriction since PMBJK outlets at railway stations are being planned as welfare and wellness initiative to serve passengers and other visitors of railway premises.

4. Further, as per CC No 12 of 2023, allotment of PMBJK outlets has to be done through the mode of e-auction (H1 basis: Bidder offering the highest license fee). However, being a desirable passenger amenity, reserve price for e-auction is NIL. The contractual tenure is for a period of 03 years and at present, there is no scope for any extension in the pilot project. Any/all incentives are admissible as per the discretion and interpretation of PMBI. The said policy also stipulates that successful bidders must enter into an agreement with PMBI. The copy of the bipartite agreement to be entered between successful bidder and PMBI (as shared by PMBI is also **enclosed** herewith).

5. The conceptual images of the PMBJK outlet and General Agreement Design (GAD) as shared by NID, Ahmedabad is also **enclosed** herewith.

6 Based on policy provisions, PMBI procedures and stakeholder deliberations the following special conditions and engagement modalities have been evolved:

Suggested Standard Procedure, process flow and engagement modalities

- a. E-auction notice by respective Railway Division (along with policy inclusive of PMBI guidelines and sample PMBI agreement).
- b. Finalization of award of contract e-auction (H1 basis) to successful bidders satisfying the eligibility conditions laid down as per PMBI guidelines.
- c. Issuing of letter (LoA) to successful bidders by Divisions with a copy of the letter marked to the office of CEO/PMBI for information and NFR Directorate, Railway Board.
- d. Concurrent compilation of LoAs issued by Railway divisions and sharing the same with the office of CEO/PMBI for facilitating agreement with bidders.
- e. PMBJK outlet awardee enrolls through offline/online (www.janaushadhi.gov.in); Visits tab "Apply for Kendra and submit documents with fees Rs 5000/- as stipulated by PMBI).
- f. PMBI will verify all documents (along with LoA issued by Railway divisions) and issues initial approval letter.
- g. PMBJK awardee shall apply for drug license (20 & 21) as per state drug authority online @Xlnindia.gov.in and PMBI shall assign store code after the awardee receives Drug license from the mandated agency coming under State Government.
- h. PMBJK awardee signs a bi-partite agreement with PMBI (Para VIII (b) of CC 12 of 2023).
- i. PMBJK awardee signs a separate land and building agreement with Railways as per policy guidelines (Para IV (b) of CC 12 of 2023).
- j. Subject to operational and technical feasibility, Railways shall strive to handover possession of the fabricated outlets within 45 days of issuing of LoA with the mandate that successful bidder will commence operations within 30 days of handing over possession of the outlet (including electricity connection).
- k. Opening of PMBJK outlet by licensee and commencement of commercial operations after training (Order processing; POS (Point of Sale) software training; Billing) within 30 days of handing over possession of fabricated outlet (including electricity connection) by Railway Divisions.
- l. License fee and 03-year tenure shall be in terms of the provisions of the land agreement as required to be signed by the PMBJK licensee as per policy provisions.

Documents for uploading with e-auction Notice by Auction conducting division:

- i. Complete PMBJK policy- CC No 12 of 2023 dated 08.08. 2023 (inclusive of PMBI guidelines, affidavit to be given by bidder or e-auction modalities as mentioned in Freight Marketing circular no. 11 of 2022 date 13.06.2022),
- ii. Special conditions (Para 6 above)
- iii. Standard design/GAD shared by NID/Ahmedabad
- iv. Conceptual image shared by NID/Ahmedabad
- v. Model bi-partite agreement (to be signed by successful bidder with PMBI) provided by PMBI

7. The provisions of the Model code of conduct in poll-bound states may be complied with. E- auction for such of the outlets located in poll-bound states may be conducted after the Model code of conduct is lifted from these states/regions.

8. As per CC No 12 of 2023, 50 locations were shortlisted as per the recommendations of Zonal Railways. Subsequently, certain Zonal Railways have requested for change in location due to operational reasons. Accordingly, competent authority has accorded approval for replacement. The list of three (03) such locations replaced on account of recommendations by zonal Railway is given below:

Sr. No.	Existing locations	Proposed Locations	Zone	Division	State
1	Malad	Valsad	WR	MMCT	Maharashtra
2	Lumding	Badarpur	NFR	LMG	Assam
3	Rajpura	Patiala	NR	UMB	Punjab

All stakeholders are required to take necessary action to ensure that all the milestones have been achieved.

This issues with the approval of competent authority.

- Encl: 1. CC 12 of 2023
2. List of 50 location (revised)
3. Affidavit/Declaration by bidder
4. Copy of PMBI guidelines
5. Copy of conceptual images of outlet as given by NID
6. Copy of the Standard design/GAD of outlet as given by NID
7. Copy of Bipartite agreement between PMBI and successful bidder


(B. S. Kiran)

Director/Marketing & BD
Email:bs.kiran@gov.in

- Copy to:** 1. **CEO, Pharmaceuticals & Medical Devices Bureau of India**
2. ED/SD & T, Railway Board for kind information
3. ED/PM, Railway Board for kind information
4. ED/RS(P), Railway Board for kind information
5. ED/FC & PPP, Railway Board for kind information
6. DIR/GS/Finance, Railway Board for kind information
7. DIR/NID, Ahmedabad for kind information
8. DIR/CRIS, for kind information



भारत सरकार / Government of India
रेल मंत्रालय / Ministry of Railways
रेलवे बोर्ड / Railway Board



वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE

No. 2023/NFR/33/JAK
E-office no. 3423850

New Delhi
Dated: 08th August, 2023

**The General Managers
All Zonal Railways**

(Commercial Circular No. 12 of 2023)

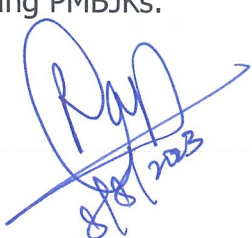
Subject: Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJKs) at railway stations – policy regarding.

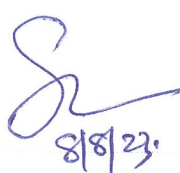
In the transformative era of India's Amrit Kaal, Indian Railways (IR) is committed to meet the diverse needs of a more aspirational society. In order to cater to the requirements of millions of daily visitors and passengers, IR has been consistently upgrading facilities and amenities at its stations.

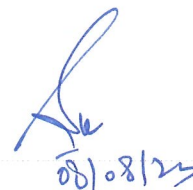
2. In the pursuit to enhance wellness and welfare of passengers visiting railway stations, IR has conceptualized a policy framework to establish Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJKs) in circulating areas and concourses of stations which will be operated by Licensees. **Annexure-I** contains the list of 50 stations identified for the pilot project.

3. **Objectives:**

- Promote Government of India's mission to make available quality medicines and consumables (Janaushadhi products) for all.
- Enable passengers/visitors at railway stations to easily access Janaushadhi products.
- Enhance wellness and welfare among all sections of the society by providing medicines at affordable prices.
- Create employment opportunities and generate avenues for entrepreneurs for opening PMBJKs.


8/8/23


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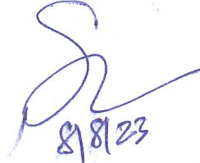

8/8/23

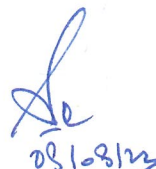
4. **Scope:** Under this scheme, PMBJKs would be deemed '**desirable passenger amenity**' and accordingly, railways shall provide fabricated outlets in circulating areas and concourses of stations, for operation by Licensees on commercial lines.

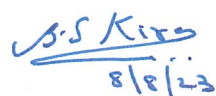
5. **Guidelines for setting up of Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJKs) at railway stations:**

- i. **Size:** As per the guidelines issued by Pharmaceuticals & Medical Devices Bureau of India (PMBI) for PMBJK, Divisions would earmark 120-130 sq. ft. of suitable space for establishing PMBJK.
- ii. **Location:**
 - a. The outlets will be located in circulating areas/concourses at convenient locations so that both incoming and outgoing passengers are benefited.
 - b. The concerned Railway Division will decide on the suitable site for the location of such outlets factoring safety, railway utilities and unhindered access to other passenger amenities like escalators, elevators, stairways, etc.
 - c. Care should be taken that such stores do not affect the mobility of traffic and cause any type of infringement of any existing railway structure/amenity.
- iii. **Fabrication of outlets:**
 - a. The outlet shall be fabricated and provided to the Licensee.
 - b. The Licensee has to abide by the conditions stipulated by PMBI and the drug storage protocols.
 - c. The Licensee has to maintain the outlet at his cost.
 - d. The Licensee shall bear user charges for electricity, water and any other amenities as needed.
 - e. On completion of tenure, the Licensee shall handover the outlet to the concerned Division in the same condition as when taken over.
 - f. Size and design of the outlets shall be provided by Railway Board on receipt of the same from National Institute of Design, Ahmedabad (NIDA).
- iv. **Awarding of license to operate PMBJKs at railway stations – Reserve Price and Security Deposit:**
 - a. PMBJKs will be set up and operated by Licensees on commercial terms at locations identified by Railway Divisions.
 - b. Subletting and transfer of railway asset are not permitted. A separate agreement for license of building and land will be executed with the party operating the PMBJK outlet.
 - c. The license to operate PMBJK will be awarded through e-auction (IREPS) to eligible bidders quoting more than the reserve price set by the ACO for the identified location (H1 basis – among the qualified bidders).
 - d. Given the fact that PMBJK is a wellness and welfare initiative, the reserve price for establishing the PMBJK shall be NIL. However, a nominal Earnest Money Deposit (EMD) of fifty thousand Rupees (Rs. 50,000 only), has to be paid by the prospective bidder during the participation in the e-auction. In case the bidder is successful, the EMD would be converted into Security Deposit. EMDs of the unsuccessful bidders shall be refunded as per the e-auction policy.


P. S. Kishore
8/8/23


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P. S. Kishore
8/8/23

- v. **Eligibility Criteria for participating in e-auction of PMBJK:** Prospective bidders of PMBJK must satisfy the criteria stipulated by Government of India for the operation of PMBJKs as given below:

Individual applicants must be having D. Pharma/B. Pharma Degrees, or he/she has to employ D. Pharma/B. Pharma degree holders and upload the same on the e-auction module.

OR

Any organization, NGO applying for a Janaushadhi Kendra will have to employ B. Pharma/D. Pharma degree holders and upload the same on the e-auction module.

vi. **E-auction modalities:**

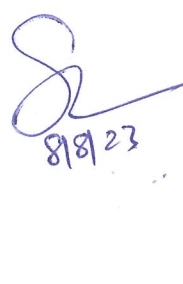
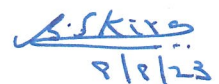
- Divisions will indicate the location of the proposed site for establishing PMBJK in its e-auction notice.
- Prospective bidders can visit the proposed site at their cost and plan.
- E-auctioning would be done by the respective Railway Divisions through the e-auction module of IREPS, governed by the E-Auction Policy and the Standard Conditions of Contract issued vide Freight Marketing Circular no. 11 of 2022 on 13.06.2022 along with modifications and any other circulars connected therewith.
- Interested bidders participating in the e-auction of PMBJK outlets will have to upload a notarized affidavit (as per format specified in **Annexure-II**) at the time of e-auction with respect to deployment of qualified personnel, statutory compliance and abiding by the provisions and terms and conditions stipulated for Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK).

vii. **Tenure of contract:**

- The license to operate PMBJK shall be awarded for a period of three (03) years.
- Since PMBJK is a wellness and welfare initiative, there would be no annual escalation in the license fee. The license fee quoted by the successful bidder shall remain the same throughout the contract period of 03 years.

viii. **Post e-auction modalities to be complied with by successful bidders with respect to provisions of PMBJK laid down by PMBI:**

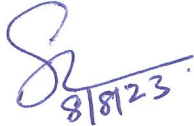
- Successful bidders of PMBJK outlets are required to procure necessary permissions and license from the concerned State Governments to run a drug store and comply with all statutory requirements for storage of drugs.
- Successful bidders of PMBJK outlets will have to enter into an agreement with the nodal agency for PMBJK, i.e., Pharmaceuticals and Medical Devices Bureau of India (PMBI), and its authorized distributors for Janaushadhi Scheme (as mandated by PMBI) before commencing operations.



- c. Successful bidders of PMBJK outlets will have to deploy qualified (B. Pharma /D. Pharma) graduate(s) for managing the outlet and furnish proof of appointment of qualified personnel before commencement of PMBJK with name, certificate/registration credentials.
 - d. Licensees will be permitted to sell only medicines and products of PMBI/authorized by PMBI using their dedicated software for sales and inventory management. They have to abide by the applicable norms prescribed by PMBI and mandated agencies with respect to the provisions of Pradhan Mantri Janaushadhi Pariyojana.
 - e. Any admissible incentives with respect to Janaushadhi will be at the discretion and interpretation of PMBI.
- ix. **Maintenance of PMBJKs at railway stations:**
- a. Licensee shall ensure due care towards maintenance of hygiene and cleanliness in and around the premises of the outlet.
 - b. Waste shall be segregated and disposed of as per protocols and any deviation may lead to imposition of penalty by the competent authority at the Divisional level.
- x. **Indemnification against claims:**
- a. Licensee shall be solely responsible for obtaining requisite license, statutory approvals and other permissions to operate a drug store.
 - b. Railways would be kept completely indemnified against any claims arising whatsoever from the sale of medicines/allied products.
- xi. **Miscellaneous clauses (Penalty, Exit and Force Majeure):** The following terms and conditions pertaining to e-auction as illustrated in Standard Conditions of Contract in Freight Market Circular No. 11 of 2022 dated 13.06.2022 (**Annexure-III**) would be generally applicable for licensing of Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJKs).
- a. Registration of Bidders (Para 1)
 - b. Publishing Auction Catalogues (Para 3)
 - c. Mode of bidding (Para 4)
 - d. Awarding of Contract; Signing of Agreement Scope of the Contract in Auction Catalogue (Para 6 to 8.2)
 - e. Untoward Incidence (Para 12)
 - f. Payment of Licensee Fee Online (Para 13)
 - g. Delay in Contract Execution on Contractor's Account (Para 14)
 - h. Waiver of Licensee Fee for stipulated period on Railway Account (Para 15)
 - i. Appeal against Punitive Action of EMD/SD forfeiture/termination of contract on any grounds (Para 16)
 - j. Exit Clause (Para 17)
 - k. Termination of the Contract (Para 18)
 - l. Penalties (Para 19)
 - m. Force Majeure (Para 20)
 - n. Banning of Firms (Para 21)
 - o. Dispute Resolution and Arbitration (Para 22)

6. NFR Directorate would assist Zonal Railways in coordinating with PMBI (the Nodal agency for Pradhan Mantri Janaushadhi Pariyojana) for any facilitation, outreach and marketing support for promotion of PMBJK.

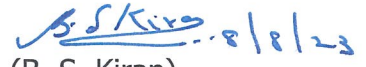
7. This is issued in consultation with Passenger Marketing and Land & Amenities Directorates, and with the concurrence of Finance Directorate of Ministry of Railways.



(Sumeet Singh)
**Director, Traffic
Commercial (G)**



(Surendra Kumar)
**Director, Land &
Amenities**

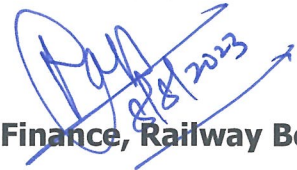


(B. S. Kiran)
**Director, Marketing & Business
Development**

No. 2023/NFR/33/JAK
E-office no. 3423850

New Delhi
Dated: 08th August, 2023

Copy to: Principal Financial Advisors of all Zonal Railways for information and necessary action.



For Member Finance, Railway Board

No. 2023/NFR/33/JAK
E-office no. 3423850

New Delhi
Dated: 08th August, 2023

- Copy to:**
1. Advisor/MR, EDPG/MR and OSD/MR for kind information.
 2. PCCMs of all Zonal Railways for information and necessary action.
 3. MD/CRIS, for carrying out necessary modifications in the IREPS e-auction module.
 4. CEO, PMBI for kind information.
 5. EDPM, ED/L&A, Health Directorate, Railway Board for kind information.

ANNEXURE-I**Locations for Establishing 50 PMBJKs**

SN	ZR	Division	Station	State/UT	Station Category
1	SCR	GTL	Tirupati	Andhra Pradesh	NSG2
2	NF	TSK	New Tinsukia	Assam	NSG3
3	NF	LMG	Lumding	Assam	NSG4
4	NF	RNY	Rangiya	Assam	NSG3
5	ECR	SPJ	Darbhangha	Bihar	NSG2
6	ECR	DNR	Patna	Bihar	NSG1
7	NF	KIR	Katihar	Bihar	NSG2
8	SECR	BSP	Janjgir-Naila	Chhattisgarh	NSG5
9	ECOR	SBP	Bagbahara	Chhattisgarh	NSG5
10	NR	DLI	Anand Vihar	Delhi	NSG2
11	WR	BRC	Ankleshwar	Gujarat	NSG3
12	WR	ADI	Mahesana Jn	Gujarat	NSG4
13	SER	CKP	Sini Jn	Jharkhand	NSG5
14	NR	FZR	Srinagar	Jammu & Kashmir	NSG6
15	SWR	SBC	SMVT Bengaluru	Karnataka	NSG6
16	SWR	SBC	Bangarapet	Karnataka	NSG3
17	SWR	MYS	Mysore	Karnataka	NSG3
18	SWR	UBL	Hubballi Jn	Karnataka	NSG3
19	SR	PGT	Palakkad	Kerala	NSG3
20	SECR	BSP	Pendra Road	Chhattisgarh	NSG4
21	WR	RTM	Ratlam	Madhya Pradesh	NSG3
22	WCR	JBP	Madan Mahal	Madhya Pradesh	NSG5
23	WCR	BPL	Bina	Madhya Pradesh	NSG3
24	CR	CSTM	Lokmanya Tilak Terminus	Maharashtra	NSG1
25	CR	BSL	Manmad	Maharashtra	NSG3
26	CR	PUNE	Pimpri	Maharashtra	SG3
27	CR	SUR	Solapur	Maharashtra	NSG2
28	SECR	NAG	Nainpur	Madhya Pradesh	NSG6
29	SECR	NAG	Nagbhir	Maharashtra	NSG6
30	WR	BCT	Malad	Maharashtra	SG1
31	ECOR	KUR	Khurda Road	Odisha	NSG3
32	NR	FZR	Phagwara	Punjab	NSG3
33	NR	UMB	Rajpura	Punjab	NSG4
34	WCR	KOTA	Sawai Madhopur	Rajasthan	NSG3
35	NWR	JU	Bhagat Ki Kothi	Rajasthan	NSG3
36	SR	TPJ	Tiruchchirappalli Jn	Tamilnadu	NSG3
37	SR	SA	Erode	Tamilnadu	NSG3
38	SR	MDU	Dindigul Jn	Tamilnadu	NSG3
39	SCR	SC	Secunderabad	Andhra Pradesh	NSG1
40	ECR	DDU	Pt. Deen Dayal Upadhyaya Jn.	Uttar Pradesh	NSG2

SN	ZR	Division	Station	State/UT	Station Category
41	NCR	JHS	Virangana Lakshmibai	Uttar Pradesh	NSG2
42	NER	LJN	Lucknow Jn	Uttar Pradesh	NSG2
43	NER	LJN	Gorakhpur Jn	Uttar Pradesh	NSG2
44	NER	BSB	Banaras	Uttar Pradesh	NSG3
45	NCR	AGRA	Agra Cant	Uttar Pradesh	NSG2
46	NCR	AGRA	Mathura	Uttar Pradesh	NSG2
47	NR	MB	Yog Nagari Rishikesh	Uttarakhand	NSG5
48	NER	IZN	Kashipur	Uttarakhand	NSG4
49	ER	MLDT	Malda Town	West Bengal	NSG3
50	SER	KGP	Kharagpur	West Bengal	NSG2

SS/Ku

PMBJK Changed Location List			
Sr. No	Zone	Division	Station
1	SCR	GTL	Tirupati
2	NR	DLI	Anand Vihar
3	WR	BRC	Ankleshwar
4	WR	ADI	Mahesana Jn
5	SWR	SBC	SMVT Bengaluru
6	SWR	SBC	Bangarapet
7	SWR	MYS	Mysore
8	SWR	UBL	Hubballi Jn
9	WR	RTM	Ratlam
10	WCR	JBP	Madan Mahal
11	NR	FZR	Phagwara
12	SCR	SC	Secunderabad
13	NR	MB	Yognagri Rishikesh
14	WCR	BPL	Bina
15	NWR	JU	Bhagat ki Kothi
16	WR	MMCT	Valsad
17	NER	LJN	Lucknow Jn
18	NER	LJN	Gorakhpur Jn
19	SR	PGT	Palakkad
20	ECOR	KUR	Khurda Road
21	ECR	DNR	Patna
22	NER	IZN	Kashipur
23	NR	FZR	Srinagar
24	ECR	SPJ	Darbhanga
25	NCR	AGRA	Agra Cantt
26	NCR	AGRA	Mathura
27	NCR	JHS	Virangana Lakshmibai
28	NER	BSB	Banaras
29	ECR	DDU	Pt. DinDayal Upadhyaya Jn
30	SR	TPJ	Tiruchchirappalli Jn
31	SR	SA	Erode
32	SR	MDU	Dindigul Jn
33	WCR	KOTA	Sawai Madhopur
34	NF	TSK	New Tinsukia
35	NF	LMG	Badarpur
36	NF	RNY	Rangiya
37	SER	KGP	Kharagpur

38	SER	CKP	Sini Jn
39	NF	KIR	Katihar
40	SECR	BSP	Janjgir-Naila
41	SECR	BSP	Pendra road
42	SECR	NAG	Nainpur
43	SECR	NAG	Nagbhir
44	NR	UMB	Patiala
45	ECoR	SBP	Baghbahara
46	ER	MLDT	Malda Town
47	CR	CSTM	Lokmanya Tilak Terminus
48	CR	BSL	Manmad
49	CR	PUNE	Pimpri
50	CR	SUR	Solapur

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER

(To be executed in presence of Public Notary on non-judicial stamp paper of not less than Rs. 50 in accordance with relevant Stamp Act. The stamp paper has to be in the name of the bidder)

I/We..... **(Name and designation)****.....appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s.____(hereinafter called the bidder) for the purpose of the Bid for the e-auction no. ____of _____ Division of Indian Railways, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Government Departments or by Ministry of Railways during the period of last 3 years before the deadline for submission of bids.
3. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.
4. I/We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.
5. That the bidder or any of its constituents is not an Entity of such countries, which have been identified by the Railway Ministry as not allowing Indian Companies to participate in their Government procurements for any item related to Railway Ministry, except for the list of items published by the Railway Ministry permitting their participation.
6. That the bidder or any of its constituents has not committed any previous transgressions in respect of Code of Integrity [Rule 175 of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity

7. I/We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. I/We declare that the information and documents submitted along with the tender by us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
9. "I/We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India and I/We certify that:

This Bidder is not from a country which shares a land border with India.

OR

This Bidder is from such a country and the bidder has been registered with the Competent Authority. Evidence of valid registration by Competent Authority shall be attached.

10. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.
11. I/We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we ***[insert name of the bidder]*****_____and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
12. I/We also understand that if contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of up to 05 years.
13. I/We declare and certify that we have gone through the Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJK) policy document issued by Railways and the guidelines issued by Pharmaceuticals & Medical Devices Bureau of India (PMBI), understood its contents and as mandated in the said policy and guidelines agree to abide by all statutory norms, procure/posses necessary licenses and permissions to operate PMBJK outlets and comply with guidelines issued by PMBI and Railways from time to time on the subject of PMBJK.

14. I/We declare and certify that I/We satisfy the technical criteria stipulated for participation in the e-auction for setting up of Pradhan Mantri Bhartiya Janaushadhi Kendras at railway stations:

Individual applicants must be having D. Pharma/B. Pharma Degrees, or he/she has to employ D. Pharma/B. Pharma degree holders and upload the same on the e-auction module.

OR

Any organization, NGO applying for a Janaushadhi Kendra will have to employ B. Pharma / D. Pharma degree holders and upload the same on the e-auction module.

(Delete whichever is not applicable)

Seal and Signature of the Bidder

Verification:

Verified on _____ day of at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

Seal and Signature of the Bidder

Attestation before Magistrate/Public Notary





**GUIDELINES FOR OPENING OF NEW PRADHAN MANTRI BHARTIYA
JANAUSHADHI KENDRA (PMBJK)**

S. No.	Details	Page No
I.	Pradhan Mantri Bhartiya Janaushadhi Pariyojana- Genesis	2
II.	PMBI- Pharmaceuticals & Medical Devices Bureau of India	2
III.	Eligibility Criteria for opening new PMBJK	2
IV.	Margin & incentive for opening new Pradhan Mantri Bhartiya Janaushadhi Kendra	2
V.	Requirements for opening PMBJK	3
VI.	Important operating terms and conditions	4
VII.	Role of PMBI	5
VIII.	Application fee	5
IX.	Address of PMBI	5
X.	Reference format of application form & list of documents	6-9



PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

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

8th Floor Videocon Tower, Block E3 Jhandewalan Extension, New Delhi – 110055

Tel – 011-49431800, website *Janaushadhi.gov.in*

I. Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) – GENESIS

The branded (Generic) medicines are sold at significantly higher prices than their un-branded generic equivalents, though are identical in the therapeutic value. Given the widespread poverty across the country, making available reasonably priced quality generic medicines in the market would benefit everyone. With this objective, the Pharma Advisory Forum in its meeting held on 23rd April, 2008, decided to launch the PMBJP KENDRA Campaign - starting with the sale of generic medicines through dedicated sales outlets called **PMBJK (Pradhan Mantri Bhartiya Janaushadhi Kendra)** in various districts of the country. It is proposed that at least one PMBJK will be opened in each of the 734 districts of the country to be extended to sub-divisional levels as well as major towns and village centers.

II. Pharmaceuticals & Medical Devices Bureau of India (PMBI)

A Pharmaceuticals & Medical Devices Bureau of India (PMBI) formerly known as Bureau of Pharma PSUs of India (BPPI), implementation agency for Pradhan Mantri Bhartiya Pariyojana (PMBJP) was established in December 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs and has been registered as an independent society under the Societies Registration Act, 1860 as a separate independent legal entity in April, 2010. PMBI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals. The defined roles of PMBI are as follows:

- Make quality generic medicines available at affordable prices for all
- Marketing of generic drugs through the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)
- Procurement of medicines from Central pharma PSUs and Private Sectors
- Monitoring proper running of PMBJK

III. Eligibility Criteria to open Pradhan Mantri Bhartiya Janaushadhi Kendra

Individual applicants must be having D. Pharma/B. Pharma Degrees, or he/she have to employ D. Pharma/B. Pharma degree holders and produce proof of the same at the time of submitting applications or at the time of final approval. Any organization, NGO applying for a **PMBJK** will have to employ **B. Pharma / D. Pharma degree holders and produce proof of the same at the time of submitting applications** or at the time of final approval. In Govt. hospital premises including medical colleges, the preferred agency would be reputed NGOs/Charitable organizations, but individuals would also be eligible.

IV. Margins and Incentives

- a. Operating agency will be provided 20% margin on MRP (Excluding taxes) of each drug.
- b. **Special Incentive**: Special incentive shall be granted for PMBJK opened by the Women Entrepreneurs, Divyaang, SC, ST & any entrepreneurs open 'Janaushadhi Kendra (PMBJK)' at aspirational districts (backward district) as notified by the NITI Aayog & in Himalayan, Island territories and North-Eastern states. An amount of Rs. 2.00 lakhs in addition to normal incentives as applicable is to be given to the above-mentioned entrepreneurs as below:
 - (i) Rs. 1.50 lakh reimbursement of Furniture and Fixtures
 - (ii) Rs. 0.50 lakh as reimbursement for Computer, Internet, Printer, Scanner etc.

This will be one-time grant for opening of new PMBJK against submission of original bills and restricted up to actual expenditure incurred.

Note: *The Special incentive shall be granted to the Women entrepreneurs, Divyang, SC, ST & any entrepreneurs open 'Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)' at aspirational districts as notified by the Niti Aayog, In Himalayan, Island territories and North-Eastern states based on One Family – One Grant formula. It means any above mentioned eligible PMBJK owner shall be granted special incentive only once and no other person from his/her family/relative shall be granted special incentive thereafter. For this Purpose, "Relative" means – "Relative", in relation to an individual, means the husband, Wife, unmarried dependent brother or sister or any lineal ascendant or descendant of that individual.*

- c. **Normal Incentive** - PMBJK run by other entrepreneurs/Pharmacist/NGOs/NGOs & Charitable organization that are linked with PMBI headquarters through software will get incentive up to Rs. 5.00 lakhs. The incentive will be given @ 15% of monthly purchase made from PMBI by these PMBJKs subject to ceiling of Rs 15,000/- per month up to total limit of 5.00 lakhs. It will also cover PMBJK opened by Women entrepreneurs, Divyang, SC, ST & any entrepreneurs open 'Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)' at aspirational districts as notified by the Niti Aayog, In Himalayan, Island territories and North-Eastern state.

This will be applicable to existing PMBJK also whose existing limit of incentives of Rs 2.50 lakh is fully disbursed, moreover it will also cover the PMBJK opened in government premises to whom one-time grant of Rs 2.50 lakh was disbursed. They will get incentive of Rs 2.50 lakh based on purchase made by them from PMBI as per other terms and conditions applicable to all PMBJKs. Further, any PMBJK opened in Government premises will get normal incentives as applicable to PMBJK in private premises.

V. Requirements for opening PMBJK

- a. Own space or hired space (Minimum 120 sq. ft.) duly supported by proper lease agreement or space allotment letter. Applicant will arrange the space for running the Pradhan Mantri Bhartiya Janaushadhi Kendra & PMBI will have no role for arranging space.
- b. Proof of securing a pharmacist with name, Registration with the State Council etc. (or it can be submitted at the time of final approval of PMBJK)
- c. If applicant is under the category of Women entrepreneurs, Divyang, SC, ST & any entrepreneurs of aspirational districts (backward district) as notified by the Niti Aayog, in Himalayan, Island territories and North- Eastern states, the applicant has to submit suitable certificate/proof from respective authorities along with undertaking at the time of application. The applicant must mention the category for getting the suitable benefit and category mentioned in application form. Once the category is selected by the applicant, later on applicant will not be able to change it in future due to any reason.
- d. Non-refundable application fees of Rs. 5,000/- is to be deposited along with application form. Application fee is not applicable in case of applicant belongs to the category of Women Entrepreneurs, Divyang, SC, ST & any entrepreneurs of aspirational districts (backward district) as notified by the NITI Aayog, in Himalayan, Island territories and North- Eastern states. For exemption of fee the applicant has to submit the proof of their category.
- e. The following distance policy shall be observed, while approving the new PMBJK. Hence, applicant is required to follow the mentioned distance policy while applying for the new PMBJK:

Criteria	Population of District	Distance Policy
A	Delhi, Mumbai, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad and districts having population equal to or more than ten (10) lacs.	Distance of 1.00 km shall be observed between two Kendras while approving new Kendra.
B	Districts having population less than 10 lacs.	Distance of 1.50 km shall be observed between two Kendras while approving new Kendra.

Note: Population census shall be verified with the data of Registrar General and Census Commissioner of India under the Ministry of Home Affairs, Government of India.

VI. Important Operating Terms and Conditions

Important operating terms and conditions for operating PMBJK are given below:

- a) Applicant will enter into agreement before beginning operations of “Pradhan Mantri Bhartiya Janaushadhi Kendra”. All operations of Pradhan Mantri Bhartiya Janaushadhi Kendra will be conducted as per agreement terms and conditions.

- b) It shall be the responsibility of the applicant to obtain drug license in the name of “**Pradhan Mantri Bhartiya Janaushadhi Kendra**” and other permissions to run a drug store. Compliance to all statutory requirements for storage of drugs shall be ensured by the applicant.
- c) Applicant will use the premises solely for the purpose for which it has been allotted and for no other purpose and shall not part with the premises, sub-let the premises to anyone directly or indirectly.
- d) All billings should be done using software provided by PMBI. No medicine can be sold in PMBJK without using the software provided by PMBI.
- e) PMBJK operators will be allowed to sell allied medical products, commonly sold in chemist shops but they are not allowed to sell any medicines other than products of PMBI.
- f) Supply will be made against the advance payment for dispatch of goods.

Detailed terms and conditions are given in draft agreement and may be referred by applicant.

VII. Role of PMBI

- a) For proper implementation of the scheme, PMBI would render all required assistance to the operating agency for running the PMBJK for furthering the objective of the Pradhan Mantri Bhartiya Janaushadhi Pariyojana.
- b) PMBI shall also facilitate the supply of affordable quality generic medicines, surgical items, consumable etc. through its supply chain to Pradhan Mantri Bhartiya Janaushadhi Kendra against the advance payment for dispatch of goods.

VIII. Application Fee: Non-refundable application fees of **Rs 5,000/-** is to be deposited along with application form. Application fee is not applicable in case of applicant is under the category of Women Entrepreneurs, Divyang, SC, ST & any entrepreneurs of aspirational districts as notified by the NITI Aayog, in Himalayan, Island territories and North- Eastern states.

IX. Online application available on official website of PMBI.

X. Address of PMBI

Chief Executive Officer,
Pharmaceuticals & Medical Devices Bureau of India (PMBI)
8th Floor Videocon Tower, Block E-1,
Jhandewalan Extension,
New Delhi –110055
Tel – 011-49431800

PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA

Application for opening of “Pradhan Mantri Bhartiya Janaushadhi Kendra” at _____

S. No.	Particulars	Details
1	Name of Applicant/Owner* [In capital Letter]	
2	Applicant/Owner Date of Birth * [DD/MM/YYYY]	
3	Category of Applicant * (Please mention your Category) <ul style="list-style-type: none"> • Women Entrepreneur • Divyang [PWD] / SC / ST • Aspirational Districts • Himalayan State / Island territories • North Eastern State • Others 	
4	Aadhar Card Number of Applicant/Owner* (Individual / Proprietor)	
5	PAN Card Number of Applicant/Owner*	
6	GSTIN Number	
7	Gender In case of Individual/Proprietor* Please Mention [Male / Female / Others]	
8	Type of Applicant [Please Tick your type]	<ul style="list-style-type: none"> • Individual entrepreneur / Proprietor • Partnership • Charitable Institute/Hospital • NGO/ Trust/ Society • Government/ Government Nominated Agency • Any Other (Please specify).
9	Registration Number of Organization	
	Date of Incorporation	
10	Darpan ID * [Only for NGOs]	
11	Name of the Pharmacist * Please Mention [Self / Employed]	
	Registration Number of Pharmacist	
12	Name of Contact Person *	
	Designation	

	Aadhar Link Mobile No of Applicant/Owner* [It is applicable only for Individual/Proprietor]	
	Alternate Mobile No / Land Line No* (if any)	
	Email id* [In capital Letter]	
13	Proposed location for opening 'Pradhan Mantri Bhartiya Janaushadhi Kendra':	
	Address Line 1*	
	Address Line 2	
	Category of Area * Please Mention your Area [Rural / Urban]	
	Block/ Taluka/Mandal* [If Please Mention]	
	Ward No / Panchayat / Village * [if please Mention]	
	State*	
	District*	
	Pin Code*	
14	Applicant / Owner Bank details* [Incase of Individual/proprietor, Account Number should be linked with Aadhar and it is mandatory]	
	Bank account type* [Please Tick your bank Type]	Savings Account / Current Account
	Full Name of the Bank*	
	Bank Account Number*	
	IFSC Code*	
15	Application Submission Fee (Rupees in INR)	Amount In Rupees - [5000/-] Only (Please read Application Fee (VII) before submission)
	Application Fee payment in favor of Pharmaceuticals & Medical Devices Bureau of India.	Bank Details:
	Note -Application fee amount should be deposited in only PMBI's Virtual account.	Name of The Bank- Bank of Baroda
		Virtual Bank Account Number - BPPIZCL07PAF0001
		IFSC Code- BARB0PARLIA
	Mode of Payment- Registration Fee amount should be deposited only through Online i.e., NEFT / RTGS / IMPS / UPI. Please Mention your fee transaction reference number and UTR*	Please Mention your Fee Payment reference Details: UTR No/UPI No/IMPS Transaction Reference No-

16	Is there any PMBJK in 01:00 Km/1.5 Km. distance of your proposed location	(Y/N) _____ (If yes please share the details of PMBJK)
----	---	---

Declaration:

- 1) I have gone through the terms and conditions as mentioned in the guidelines for opening of Pradhan Mantri Bhartiya Jan Aushadhi Kendra and agree to abide by the same.
- 2) I/We hereby declare that; all the information as mentioned above is true to best of my knowledge. If any information is found to be incorrect, my/our candidature is liable to be cancelled and may be subject to legal/disciplinary proceedings.
- 3) I/We hereby declare that; I have through the terms and conditions as mentioned in distance policy and certify that there is no violation of PMBJK distance policy at proposed location.
- 4) Supporting documents are attached wherever required.

(Signature)

Name & Designation of signing authority:

Date:

Place:

Note:

- Applications without Aadhaar Card shall be (In case of Individual/Proprietor) **rejected**.
- Mandatory details to be provided.

List of Self-attested documents required to be attached with Application.

Special Incentive		Normal Incentive	
Individual	Individual	Institutions/ NGO/ Charitable Institute/ Hospital etc.	Government/ Govt Nominated Agency
1. Aadhaar Card	1. Aadhaar Card	1. Darpan Id (Only for NGO) if other please provide supporting documents.	1. Details of Department who has allocated the space, along with supporting documents/ sanction order.
2. Pan card	2. Pan card	2. Pan card	2. Pan card
3. Certificate of SC/ST or Divyang (PWD).	3. General category	3. Registration certificate	3. Govt. nominated agency provide supporting documents.
4. Pharmacist Registration Certification	4. Pharmacist Registration Certification	4. Pharmacist Registration Certification	4. Pharmacist Registration Certification
5. ITR for last two years.	5. ITR for last two years.	5. ITR for last two years.	5. ITR for last two years, if nominated operating agency is a Pvt. Entity.
6. Bank statement for last 6 months.	6. Bank statement for last 6 months.	6. Bank statement for last 6 months.	6. Bank statement for last 6 months, if nominated operating agency is a Pvt. Entity.
7. Declaration for GST registration once threshold limit is achieved.	7. Declaration for GST registration once threshold limit is achieved.	7. Declaration for GST registration once threshold limit is achieved.	7. Declaration for GST registration once threshold limit is achieved.
8. Undertaking (Whichever is applicable) - I. Woman Entrepreneur II. Aspirational District (Identified BY NITI AAYOG) Himalayan/Island Territories/North – Eastern States) III. Divyaang/ SC/ST			
9. Undertaking of distance policy as per guideline.	9. Undertaking of distance policy as per guideline.	9. Undertaking of distance policy as per guideline.	9. Undertaking of distance policy as per guideline.

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI -110055

(SELF UNDERTAKING OF PMBJP KENDRA FOR AVAILING ONE TIME SPECIAL INCENTIVE ON OPENING OF PMBJK UNDER CATEGORY OF DIVYAANG/ SC/ST)

I, _____ S/o / D/o / W/o of Shri _____
resident of (Full permanent address of residence)
_____ District _____ State
_____ Pin code _____ is applying
for Pradhan Mantri Bhartiya Janaushadi Kendra for the location at (Full address of shop)
_____ under the
category of _____ (Divyang/ SC/ST).

It is to certify that neither myself, nor any of my relative have availed the benefits of special incentive by opening Pradhan Mantri Bhartiya Janaushadhi Kendra under the category of DIVYAANG/SC/ST.

(Note: Hereinabove "Relative means in relation to an individual, Means the husband, wife, unmarried dependent brother or sister or any lineal ascendant or descendant of that individual.")

(Signature of Applicant)

Name of the applicant :

S/o / D/o / W/o :

Aadhar No. :

Pan Card No. :

Contact Number :

Email Id :

In Principal approval No :

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI -110055

(SELF UNDERTAKING OF PMBJP KENDRA FOR AVAILING ONE TIME SPECIAL INCENTIVE ON OPENING OF PMBJK UNDER CATEGORY OF ASPIRATIONAL DISTRICT (BY NITI AAYOG) HIMALAYAN/ISLAND TERRITORIES/NORTH – EASTERN STATES)

I, _____ S/o / D/o / W/o of Shri _____
resident of (Full permanent address of residence)
_____ District _____ State
_____ Pin code _____ is applying
for Pradhan Mantri Bhartiya Janaushadhi Kendra for the location at (Full address of shop)
_____ under the
category of _____ (Aspirational district notified by NITI Aayog,
Himalayan/Island territories/North – Eastern States).

It is to certify that neither myself, nor any of my relative have availed the benefits of special incentive by opening Pradhan Mantri Bhartiya Janaushadhi Kendra under the category of Aspirational district notified by NITI Aayog, Himalayan/Island territories/North – Eastern States.

(Note: Hereinabove “Relative means in relation to an individual, Means the husband, wife, unmarried dependent brother or sister or any lineal ascendant or descendant of that individual.”)

(Signature of Applicant)

Name of the applicant :

S/o / D/o / W/o :

Aadhar No. :

Pan Card No. :

Contact Number :

Email Id :

In Principal approval No :

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI -110055

(SELF UNDERTAKING OF PMBJP KENDRA FOR AVAILING ONE TIME SPECIAL INCENTIVE ON OPENING OF PMBJK UNDER CATEGORY OF WOMAN ENTREPRENEURS)

I, _____ D/o / W/o of Shri _____
resident of (Full permanent address of residence)
_____ District _____ State
_____ Pin code _____ is applying
for Pradhan Mantri Bhartiya Janaushadi Kendra for the location at (Full address of shop)
_____ under the
category of _____ (Woman Entrepreneurs).

It is to certify that neither myself, nor any of my relative have availed the benefits of special incentive by opening Pradhan Mantri Bhartiya Janaushadhi Kendra under the category of Woman Entrepreneurs.

(Note: Hereinabove "Relative means in relation to an individual, Means the husband, wife, unmarried dependent brother or sister or any lineal ascendant or descendant of that individual.")

(Signature of Applicant)

Name of the applicant :

S/o / D/o / W/o :

Aadhar No. :

Pan Card No. :

Contact Number :

Email Id :

In Principal approval No :

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI -110055

**(SELF UNDERTAKING OF PMBJP KENDRA FOR GST NOT APPLICABLE UNDER
THE PROVISIONS OF GOODS AND SERVICES ACT)**

I/We(Name of the Proprietor/Karta/
Authorised Signatory,
being.....

.....
(Designation) of

.....
(Legal Name as per PAN) do hereby state that I/We am/ are not registered under the GST Act
Goods and Services Tax Act.

I/We declare that whenever we shall get ourselves registered with Goods and Services tax
department; We will provide GSTIN to PMBI.

(Signature of Applicant)

Name of the applicant :

S/o / D/o / W/o :

Aadhar No. :

Pan Card No. :

Contact Number :

Email Id :

In Principal approval No :

D.L No. (if Available & if not available mentioned not received)

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI -110055

(SELF UNDERTAKING ON PMBJK DISTANCE POLICY)

To
CEO, PMBI
PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBJP)
8th FLOOR, VIDEOCON TOWER, BLOCK E3,
JHANDEWALAN EXTENSION, NEW DELHI - 110055

From,
Applicant Name:
Registration Number:
Proposed Location for PMBJP: (Mention complete address; door number, post, village, taluk, district, Pin code)
.....
.....
.....

Dear Sir,

I have selected the above-mentioned Location for my New Pradhan Mantri Bhartiya Janaushadhi Kendra
As per PMBI distance Policy, I hereby declare that No PMBJK is operating within 1/1.5 kilometers of the surrounding area. PMBI can take any action and can cancel my approval/application at any stage on me if I violate the distance Policy. Also, I assure that, through PMBJK I will serve for the people without violation of PMBI Norms.

Thanking you

Yours faithfully

Declaration:- I do hereby declare that all the information/documents given above is true to the best of my knowledge and belief.

(Signature of Applicant)

Name of the applicant :

S/o / D/o / W/o :

Aadhar No. :

Pan Card No. :

Contact Number :

Email Id :

In Principal approval No :

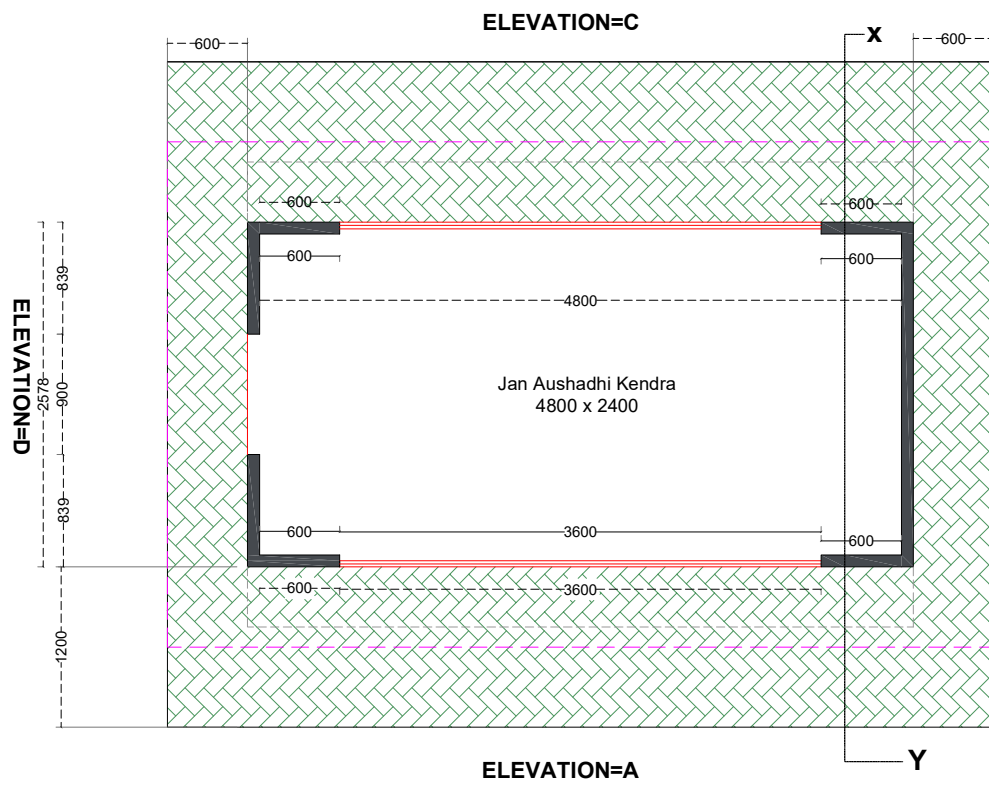
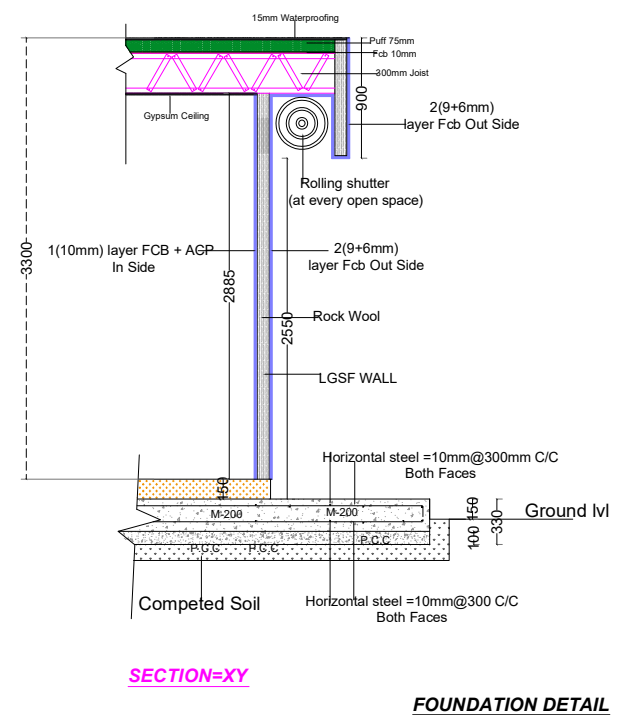
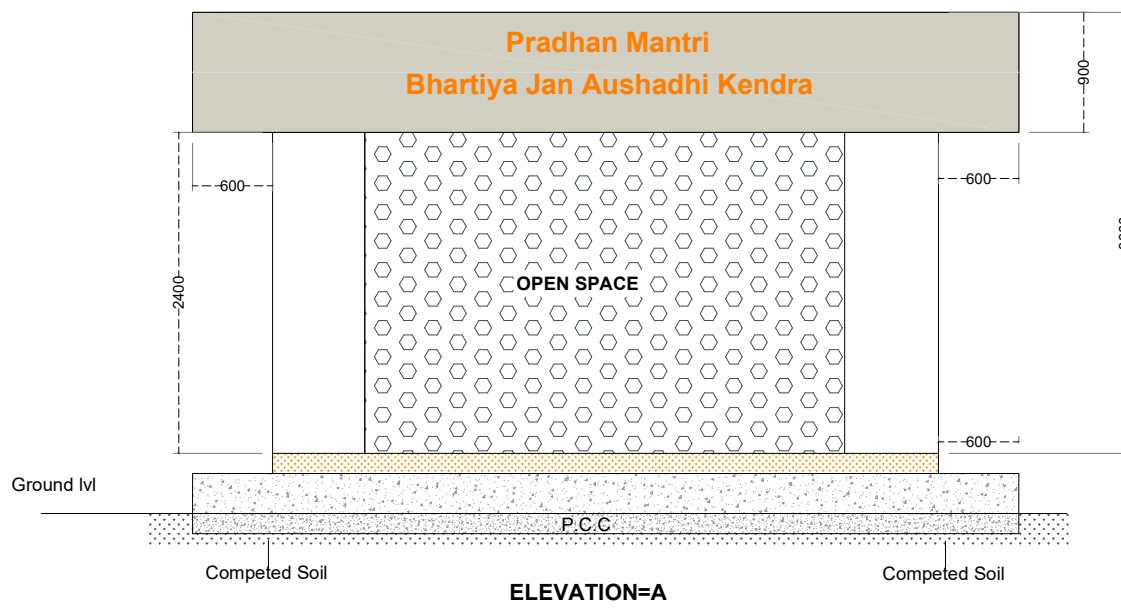
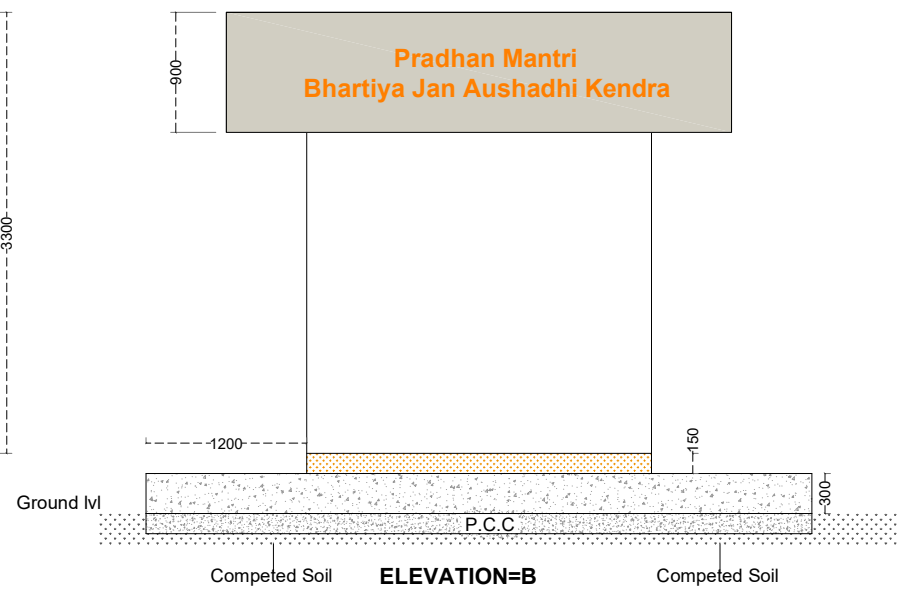
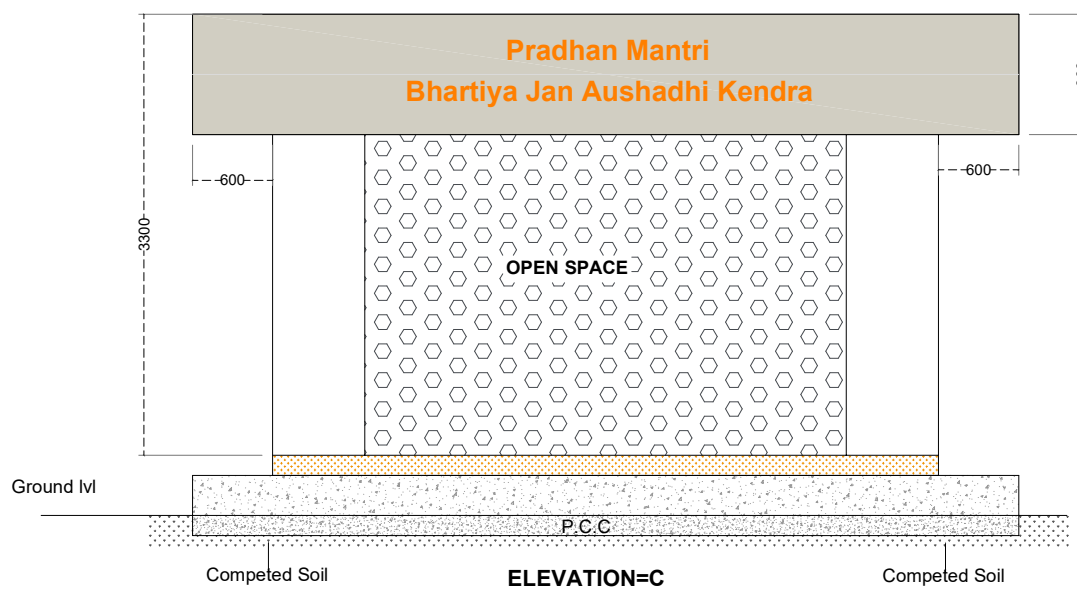
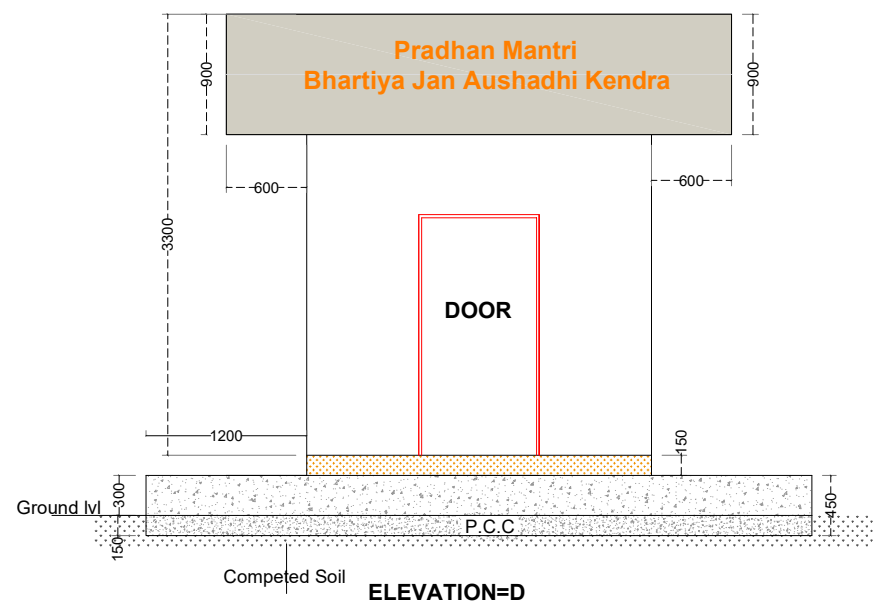
D.L No. (if Available & if not available mentioned not received)

Note: The above said information provided by applicant, will not change further.









DRAWN	IDS	25 10 23	PMBJAK - GENERAL DRAWING			
DESIGNED	IDS	25 10 23				
APPROVED			Architectural Drawing	NATIONAL INSTITUTE OF DESIGN - AHMEDABAD		
DRG. No.: NID-PMBJAK-02				CLIENT : Western Railway		
GENERAL TOLERANCES				SCALE : NTS	SHEET 01 OF 01 SHEETS	ISSUE CODE :
ALL DIMENSIONS ARE IN MM.			DO NOT SCALE THE DRAWING			Rev: 00



AGREEMENT

BETWEEN

PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA (PMBI)

(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS)

MINISTRY OF CHEMICALS & FERTILIZERS

GOVERNMENT OF INDIA

AND

(Applicant Approved for Opening of Pradhan Mantri Bhartiya Janaushadhi Kendra)

ON..... (Date)

AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____ month of **20** between Pharmaceuticals and Medical Devices Bureau of India (PMBI), 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 **and corporate office at 8TH, FLOOR, VIDEOCON TOWER, JHANDEWALAN EXTENSION, NEW DELHI - 110055** hereinafter referred to as “PMBI” (which expression shall mean and include its successors and assigns) of the ONE PART;

AND

The applicant, M/S. _____ Society/Institution/----- registered under **(Name of the act)** _____ having its registered office at **(ADDRESS)** _____ through its **(Proprietor / Partner / Director / President)** _____ Mr. _____, (hereinafter referred to as “THE APPLICANT” which expression shall mean and include the **(Proprietor / Partner / Director / President)** for the time being and from time to time constituting the said, 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) PMBI is presently engaged in procurement, marketing, sale & distribution of medicines and drugs including those manufactured by other manufacturers (hereinafter collectively referred to as “The Products”) and is desirous of opening a “**Pradhan Mantri Bhartiya Janaushadhi Kendra**” (hereinafter referred to as Pradhan Mantri Bhartiya Janaushadhi Kendra) at _____ in the district of _____ within the state of _____ for sale of generic medicines to public.

(b) “THE APPLICANT” has represented and warranted that he/they has/have the necessary infrastructure /manpower/ licenses / equipment / furniture & fixtures, Computers and associated peripherals and has also got sound financial status as required to open and operate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** and in that connection is also ready to perform all activities including purchase of medicines against the advance payment for dispatch of goods the stock under ambient temperature as required for storage of medicines, make retail sale, after generating sale invoice at prices fixed by PMBI from time to time, collect money thereof from customers for the sale value, make necessary transactions entry in computerized software system and make available sufficient funds for purchase and replenishment with fresh stock of **MEDICINES** to run the **Pradhan Mantri Bhartiya Janaushadhi Kendra** on sustainable basis and has requested PMBI to allocate him/them a **Pradhan Mantri Bhartiya Janaushadhi Kendra** at the aforementioned address as specified in clause (a) of this agreement.

(c) PMBI after considering the aforesaid request of the “**APPLICANT**” and has agreed to allow for establishing and operate **Pradhan Mantri Bhartiya Janaushadhi Kendra** at _____ in the district of _____ within the state of _____ for sale of **Generic Medicines**. This agreement remains in force for a period of 36 months commencing from _____ and applicable till _____, unless terminated earlier as per clause ____ of this agreement. This agreement can be renewed for a further period of 36 months after mutual consent of both the parties in writing.

(d) PMBI retains the right to make direct sales and to appoint one or more **Pradhan Mantri Bhartiya Janaushadhi Kendra** in the same area / location / town and city.

(e) Consistent with these introductory Sections and in consideration of the mutual consent contained in this AGREEMENT, PMBI and THE APPLICANT agree to be bound by the terms of this AGREEMENT.

1. SHOP SITE SELECTION & DESIGN:

THE APPLICANT will adhere to PMBI’s procedures and requirements for site selection and design of the SHOP, as stated hereunder:

1.1 The site location for opening the PMBJP KENDRA should be either in the hospital premises or near to hospital. If the location does not happen to be a hospital or near to hospital, then the same should be located at a place where high footfall happens and is easily accessible to people along with good site visibility.

1.2 The site for **Pradhan Mantri Bhartiya Janaushadhi Kendra** should either be owned or taken on lease in the name of Applicant. In case of lease, the same should remain effective and under the possession of Applicant for at least 03 complete years from the effective date of opening.

1.3 The minimum area required for opening **Pradhan Mantri Bhartiya Janaushadhi Kendra** should be 120 Sq. Ft.

1.4 Requirements for opening PMBJK

- a. The applicant is agreed to Own space or hire space (Minimum 120sq.ft.) duly supported by proper lease agreement or space allotment letter. Applicant will arrange the space for running the Pradhan Mantri Bhartiya Jan Aushadhi Kendra & PMBI will have no role for arranging space.
- b. The applicant is agreed to provide Proof of securing a pharmacist with name, Registration with the State Council etc.
- c. The applicant has agreed to submit suitable certificate/proof from respective

authorities along with undertaking in case of the applicant has applied under the category of Women entrepreneurs, Divyang, SC, ST & any entrepreneurs of aspirational districts (backward district) as notified by the Niti Aayog, in Himalayan, Island territories and North- Eastern states. In the application form applicant must mention the category for getting the suitable benefit. The applicant is agreed that once the category is selected by the applicant in the application form, later on applicant will not be able to change it in future due to any reason.

- d. The applicant is agreed to adhere with the following distance policy and in case applicant is found to be not following the distance policy the approval of opening PMBJK can be cancelled at any stage:

Criteria	Population of District	Distance Policy
A	Delhi, Mumbai, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad and districts having population equal to or more than ten (10) lacs.	Distance of 1.00 km shall be observed between two Kendras while approving new Kendra.
B	Districts having population less than 10 lacs.	Distance of 1.50 km shall be observed between two Kendras while approving new Kendra.

Note: Population census shall be verified with the data of Registrar General and Census Commissioner of India under the Ministry of Home Affairs, Government of India.

- 1.5 The inside area of **Pradhan Mantri Bhartiya Janaushadhi Kendra** premises being utilized for storage and sale transaction of medicines should be in “U” or in “C” shape, for better visibility to customer & visitor.
- 1.6 Although the requirement of Air-Conditioned premises is not mandatory, however provision for the same is highly desirable as the medicines should be kept or stored under a temperature of less than 25°C to maintain its best efficacy. Applicants with air-conditioned facility in the premises will be preferred over others.
- 1.7 In the case of a successive term being further permitted to the APPLICANT, then the existing structure may be required to be modified in order to comply with the standards applicable and prevailing at that time.
- 1.8 THE APPLICANT shall not commence (or recommence) operations of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** until and unless PMBI approves the same for being reasonably conforming to the planned specifications.

1.9 This agreement does not grant “THE APPLICANT” any right to relocate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** without any permission in writing from PMBI

2. THE APPLICANT shall, at all times during the applicable term continuously and faithfully operate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** in full compliance with the defined terms & conditions as listed hereunder:

2.1 DESIGNATED SHOP MANAGER:

THE APPLICANT shall at all times have a person on rolls with minimum qualification of Diploma in Pharmacy (i.e. D. Pharm.) or Degree in Pharmacy (i.e. B. Pharm.), designated as **Pradhan Mantri Bhartiya Janaushadhi Kendra** Manager having primary responsibility for the day to day operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with this agreement, who shall be reasonably acceptable to PMBI (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail pharmacy business, as determined by PMBI in its sole discretion.

2.2 BEST EFFORTS:

The **Pradhan Mantri Bhartiya Janaushadhi Kendra** MANAGER shall furnish personal full-time attention and best efforts to the day to day management and operation of **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with the requirements of this AGREEMENT and he must maintain a physical presence at the Pradhan Mantri Bhartiya Janaushadhi Kendra.

2.3 PRADHAN MANTRI BHARTIYA JANAUSHADHI KENDRA EMPLOYEES:

In addition to the designated **Pradhan Mantri Bhartiya Janaushadhi Kendra** MANAGER, the Pradhan Mantri Bhartiya Janaushadhi Kendra shall be staffed with qualified, competent employees well versed with working in computerized operation and will assist the Pradhan Mantri Bhartiya Janaushadhi Kendra Manager in day-to-day operations, and who are employed solely by THE APPLICANT and not by PMBI. THE APPLICANT is solely responsible for hiring and discharging employees of the SHOP and setting their wages and terms of employment. THE APPLICANT shall comply with all applicable laws and regulations as applicable from time to time under respective laws. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay cheques, must clearly identify THE APPLICANT, and not PMBI, as the employer

2.4 OPERATIONS AND PRODUCT STANDARDS:

Unless PMBI specifically permits otherwise, in writing:

- i. THE APPLICANT shall offer for sale from the SHOP the entire list of medicines and other consumables/surgical items as listed and made available periodically by PMBI.
- ii. THE APPLICANT is permitted to sell from the Pradhan Mantri Bhartiya Janaushadhi Kendra only the Medicines which are supplied by PMBI.
- iii. THE APPLICANT will be allowed to sell allied medical products commonly sold in chemist shops but are not supplied by PMBI.
- iv. THE APPLICANT will at all times maintain an inventory of all listed medicines of PMBI to satisfy customer demand for any or all medicines required to be sold at the JAN AUSHADHI KENDRA. THE APPLICANT will adhere to the requirements for medicines & drug storage, its handling as per the applicable Drug & Cosmetic Act 1940, as amended and applicable from time to time. The medicines merchandising, presentation and display will also be managed by THE APPLICANT to make it more informative for the buyer and will have to emphasize the impact in terms of cost advantage between generic and branded medicines. If THE APPLICANT fails to conduct its business in accordance with the requirements of this clause, then, without limiting the rights of PMBI under this AGREEMENT PMBI may, temporarily suspend THE APPLICANT'S right to operate under this AGREEMENT, or temporarily or permanently suspend THE APPLICANT'S right to sell certain products under this AGREEMENT, or permanently terminate this AGREEMENT. The final decision rests with PMBI and shall be binding on the applicant.

2.5 SOURCES OF SUPPLY:

In order to safeguard the integrity of PMBI, and to maintain the uniformity and quality of items associated with the **Pradhan Mantri Bhartiya Janaushadhi Kendra** campaign, THE APPLICANT shall only purchase the medicines from Central Warehouse/Regional Warehouse/Authorized distributors of PMBI.

2.5.1 GENERIC MEDICINES:

THE APPLICANT acknowledges that the generic medicines used in, offered and sold from the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, as authorized by PMBI from time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the **Pradhan Mantri Bhartiya Janaushadhi Kendra campaign**. In order to protect the interests of PMBI, and their respective suppliers, and to ensure the quality, uniformity, and distinctiveness of the medicines, THE APPLICANT agrees to purchase its entire requirements of generic medicines, from PMBI, or the supplier designated by PMBI, at prices, determined by PMBI only.

2.5.2 SUPPLY OF MEDICINES:

The supply of medicines will be made against the advance payment for dispatch of goods.

2.5.3 PMBI will not accept any return/exchange of products which are supplied against confirmed orders except in case of delivery of stock supplied Damage/Expired/NSQ/ without confirmed orders.

2.6 SUPPLIES AND EQUIPMENT:

THE APPLICANT shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the SHOP which do not bear the text and the logo of “Pradhan Mantri Bhartiya Janaushadhi Kendra” as required by PMBI and in the manner and format required and approved in advance by PMBI.

2.7 MANDATORY PARTICIPATION IN MARKETING PROGRAMS:

THE APPLICANT acknowledges that THE APPLICANT'S participation in promotions and marketing programs established by PMBI is important to enhance the value, recognition, and reputation of the PMBJP KENDRA campaign and agrees that THE APPLICANT shall participate in those promotions and marketing programs established from time to time by PMBI that are appropriate to the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, as determined by PMBI

2.8 COMPLIANCE WITH LAWS:

THE APPLICANT shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting the operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra**. In particular, THE APPLICANT shall have a Drug Sale License in the name of **Pradhan Mantri Bhartiya Janaushadhi Kendra** from the competent authority and operate and maintain the **Pradhan Mantri Bhartiya Janaushadhi Kendra** and its premises in strict compliance with all applicable Drugs & Cosmetic Act, health, sanitation, fire and safety codes and requirements. If any law affecting THE APPLICANT'S operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** does not happen to comply with any specific regulation, then THE APPLICANT shall satisfy the same with applicable regulation by making necessary modifications, changes etc thereof. If THE APPLICANT perceives any law affecting THE APPLICANT'S operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra** to be in conflict with any of the regulations, then THE APPLICANT shall notify PMBI in writing, identifying the specific law, so that PMBI may determine the nature of conflict and take requisite steps to resolve the perceived conflict.

2.9 REMEDYING DAMAGED AND CONTAMINATION:

If any medicine dispensed at the **Pradhan Mantri Bhartiya Janaushadhi Kendra** is soiled, contaminated or in cut, torn or in spillage condition and does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements then, THE

APPLICANT shall immediately eliminate the source of contamination, remedy all unsanitary conditions at the **Pradhan Mantri Bhartiya Janaushadhi Kendra**. This remedy is in addition to, and not in lieu of, other rights or remedies that PMBI has for THE APPLICANT'S breach of this AGREEMENT.

2.10 SHOP INSPECTIONS:

In order to safeguard and determine compliance with the **Pradhan Mantri Bhartiya Janaushadhi Kendra** standards PMBI representatives shall have the absolute right to enter, remain in, and inspect the SHOP whenever PMBI deems it appropriate. PMBI representatives may, without prior notice to THE APPLICANT, interview THE APPLICANT'S employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative sample of the medicines stored or sold. PMBI shall have the right to use all interviews, photographs, video, and other recordings for any reason PMBI deems appropriate, including in advertising, marketing and other promotional materials. THE APPLICANT shall not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by PMBI, its advertising agencies.

Being a Government of India campaign, the **Pradhan Mantri Bhartiya Janaushadhi Kendra** may also get visited and inspected by Government Officials, Honorable Parliamentarians, without any prior notice to THE APPLICANT.

2.11 CORRECTING DEFICIENCIES:

THE APPLICANT shall at its own expense promptly, and within any period reasonably specified by PMBI, correct any violation of the defined norms. if, during an inspection, PMBI identifies a violation of the norms that:

Is a reoccurrence of a previously identified violation of the defined standards, occurring at the **Pradhan Mantri Bhartiya Janaushadhi Kendra** within the preceding 12 months; or

Is a continuation of a previously identified violation of the defined standards, which THE APPLICANT failed to correct within a maximum period of 03 months from the date on which notice has been served by PMBI; In such a case, PMBI may ask THE APPLICANT to reimburse PMBI for the costs of a subsequent inspection of the shop, conducted to determine whether the reoccurring or continuing violation of the defined standards has been cured, at the rate of Rs. 500.00 (Rupees Five Hundred Only) per hour of the PMBI representative's time (including travel time) plus travel and related expenses. This remedy is in addition to, and not in lieu of, other rights or remedies that PMBI has for THE APPLICANT'S breach of this AGREEMENT.

2.12 REPAIR AND RENOVATION:

THE APPLICANT shall repair, rehabilitate, refurbish, modernize, renovate and upgrade the **Pradhan Mantri Bhartiya Janaushadhi Kendra** periodically to maintain it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to specifications applicable generally to medicine shop. THE APPLICANT must obtain the prior written approval of PMBI if any efforts are to be taken under this Section

2.13 SALES AND PRODUCT MIX REPORTING REQUIREMENTS:

THE APPLICANT shall mandatorily provide PMBI with any and all requested information related to THE APPLICANT'S sales, costs, earnings and related items. THE APPLICANT acknowledges that PMBI may request this information be provided monthly, and occasionally more often, and in some instances THE APPLICANT may be required to track certain information not regularly tracked by THE APPLICANT.

2.14 PROJECTING REQUIREMENTS OF MEDICINES:

At the request of PMBI and or designated Distributor, THE APPLICANT shall periodically project sales and product requirements. THE APPLICANT shall endeavor to project quantities of medicines needed, including quantity of each of the MEDICINES, and the anticipated timing of such need. THE APPLICANT acknowledges that this information is important to PMBI so that it or its designated supplier may project quantities to be manufactured.

2.15 HOURS OF OPERATION:

THE APPLICANT shall keep the **Pradhan Mantri Bhartiya Janaushadhi Kendra** open and in normal operation starting from 09:00 Hrs. to 21:00 Hrs. with the option of a Lunch Break from 13:00 Hrs. to 14:00 hrs. However, it is suggested to have the lunch on rotation basis so that one staff remains always present for the sales operation. THE APPLICANT shall conspicuously post on or within the **Pradhan Mantri Bhartiya Janaushadhi Kendra** premises, at a location visible to public about the shop operational and non-operational hours. This should also include contact number displayed prominently so that patient can contact and purchase medicines when shop is closed. In case of metro and big cities, the shop would remain open from 6 am to till 12 midnight. PMBJP KENDRA located in big hospitals and medical colleges shall remain open round the clock.

2.16 POS (Point of Sale) SYSTEM:

To ensure the efficient management and operation of the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, and the reporting of data and information to PMBI, THE APPLICANT shall, at its own expense, install, and during the tenure of association shall properly maintain in good working order, a computerized point of sale system (the "POS SYSTEM") consisting

of one or more cash registers, an internet connection / modem, cables, a dedicated telephone line, a printer and other accessories and peripheral equipment, all of which must be approved by PMBI prior to start of operation or otherwise in writing. The software for computerized operation for POS will be uploaded free of cost by PMBI. The applicant will have to ensure that all sales transactions are fed & updated in the system and a sale receipt of cash memo must get generated and handed over to the buyer along with medicines.

2.17. COLLECTING POS INFORMATION:

THE APPLICANT shall at all times use the POS SYSTEM to accurately, consistently, and completely capture & record (including the name of doctor prescribing the medicine), and structure all data and information that PMBI prescribes from time to time either through automated software or manually.

2.18. PMBI's ACCESS TO POS INFORMATION:

THE APPLICANT agrees that PMBI will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that PMBI deems necessary or appropriate, or desires. THE APPLICANT may retrieve the POS INFORMATION at intervals and times PMBI determines, and without any advance notice to THE APPLICANT. THE APPLICANT shall assist PMBI in initially establishing electronic access to the POS INFORMATION, and shall thereafter, as required by PMBI, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

2.19. UPDATES, MODIFICATIONS AND REPLACEMENTS:

THE APPLICANT shall have no right to update or replace software used by the POS SYSTEM. THE APPLICANT shall make, or at PMBI's direction shall permit the designated person from PMBI to make, any programming changes required from time to time by PMBI.

2.20. PMBI's OWNERSHIP AND USE OF POS INFORMATION:

THE APPLICANT agrees that all POS INFORMATION provided to PMBI, whether electronically retrieved otherwise received, will become PMBI's property and the same may be used by PMBI in any manner PMBI considers appropriate.

2.21. ACCESS TO EMAIL & INTERNET; CONSENT TO COMMUNICATION MEDIUM:

THE APPLICANT acknowledges that the world-wide web (www), internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. THE APPLICANT further acknowledges that PMBI may from time to time desire to communicate with THE APPLICANT using any of the foregoing medium. Therefore, THE APPLICANT shall at all times, before and during the tenure of association have ready

access to a computer at **Pradhan Mantri Bhartiya Janaushadhi Kendra** with internet access and a reasonably current web browser, and:

2.21.1. Maintain an email address to which PMBI may send electronic communications; keep PMBI apprised of THE APPLICANT'S current email address; regularly check at a frequency which may be every day, for email communications from PMBI;

2.21.2. Timely respond to email communications from PMBI, within a maximum of 48 hours from receipt.

2.21.3. In the event PMBI establishes an intranet, extranet, or other means of posting information on a web site or similar on-line medium, then regularly check at a frequency, which may be every day, for information communicated by PMBI.

Except in the case of a NOTICE, THE APPLICANT hereby consents to receiving any communication or information contemplated by AGREEMENT in any manner contemplated by this Section 2.20, which communication or information shall be deemed communicated upon sending electronically to the email address submitted by THE APPLICANT for such purpose, or upon posting on any web site or other on-line medium maintained by PMBI for such purpose.

2.22. PROMPT PAYMENT OF OBLIGATIONS:

THE APPLICANT acknowledges that THE APPLICANT'S payment practices can impact the willingness of third parties to do business with, and extend credit to, others. Therefore, THE APPLICANT SHALL also timely pay all obligations and liabilities due and payable to vendors, suppliers, distributors, the LANDLORD, and other parties to whom THE APPLICANT incurs obligations in connection with the **Pradhan Mantri Bhartiya Janaushadhi Kendra**.

2.23. SIGNIFICANT EVENT NOTIFICATIONS:

THE APPLICANT will keep PMBI informed of any fact, matter or circumstance that has a significant bearing on THE APPLICANT'S ability to continue to operate the **Pradhan Mantri Bhartiya Janaushadhi Kendra** in accordance with this AGREEMENT. Without limiting the preceding requirement, THE APPLICANT shall promptly, and in no event more than 7 days after THE APPLICANT becomes aware of any of the following situations related to the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, provide NOTICE to PMBI of the circumstances, and provide PMBI with copies of pertinent documents, and any other information PMBI requires:

(a) Any notice of default received with respect to the SHOP PREMISES from the LANDLORD, a rental agent, mortgagee, or lender.

(b) Any claims, lawsuits, or other legal proceedings asserted or brought by any consumer, employee, governmental agency, or anyone else.

(c) Any governmental inspections, notices, claims, reports, warnings, or citations.

(d) Any fires, robberies, injuries, or similar events occurring on or at the **Pradhan Mantri Bhartiya Janaushadhi Kendra**

(e) Any other matters, including those not related to the **Pradhan Mantri Bhartiya Janaushadhi Kendra** that could impair the good will associated with PMBI & Department of Pharmaceuticals under Ministry of Chemicals & Fertilizers, Government of India.

3. **FUND REQUIREMENTS & EARNINGS BY THE APPLICANT:**

3.1 Applicant will arrange sufficient funds for smooth running of **Pradhan Mantri Bhartiya Janaushadhi Kendra** at all times.

3.2.1 **Special Incentive:** Special incentive shall be granted for PMBJK opened by the Women entrepreneurs, Divyaang, SC, ST, Ex-Servicemen & any entrepreneurs open 'Janaushadhi Kendra(PMBJK)' at aspirational districts (backward district) as notified by the NITI Aayog & in Himalayan, Island territories and North- Eastern. An amount of Rs. 2.00 lakhs in addition to normal incentives as applicable is to be given to above mentioned entrepreneurs as mentioned below :-

(i) Rs. 1.50 lakh reimbursement of furniture and fixtures

(ii) Rs. 0.50 lakh as reimbursement for Computer, internet, printer, scanner etc.

This will be one-time grant for opening of new PMBJK against submission of original bills and restricted up to actual expenditure incurred.

Note: "The Special incentive shall be granted to the Women entrepreneurs, Divyang, SC, ST, Ex-Servicemen & any entrepreneurs open 'Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)' at aspirational districts as notified by the Niti Aayog, In Himalayan, Island territories and North- Eastern states based on One Family – One Grant formula. It means any above-mentioned eligible PMBJK owner shall be granted special incentive only once and no other person from his/her family/relative shall be granted special incentive thereafter. For this Purpose, "Relative" means – "Relative", in relation to an individual, means the husband, Wife, unmarried dependent brother or sister or any lineal ascendant or descendant of that individual."

- 3.2.2 **Normal Incentive** -PMBJK run by other entrepreneurs/Pharmacist/NGOs/NGOs & Charitable organization that are linked with PMBI headquarters through software will get incentive up to Rs. 5.00 lakhs. The incentive will be given @ 15% of monthly purchase made from PMBI by these PMBJKs subject to ceiling of Rs 15,000/- per month up to total limit of 5.00 lakhs. It will also cover PMBJK opened by Women entrepreneurs, Divyang, SC, ST & any entrepreneurs open 'Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)' at aspirational districts as notified by the Niti Aayog, In Himalayan, Island territories and North- Eastern state.

This will be applicable to existing PMBJK also whose existing limit of incentives of Rs 2.50 lakh is fully disbursed, moreover it will also cover the PMBJK opened in government premises to Whom one-time grant of Rs 2.50 lakh was disbursed. They will get incentive of Rs 2.50 lakh based on purchase made by them from PMBI as per other terms and conditions applicable to all PMBJKs.

Further, any PMBJK opened in Government premises will get normal incentives as applicable to PMBJK in private premises.

3.3 Retail margins will be the earning of Applicants. The retail margins as applicable as per Government notifications will be included in the MRP (Maximum Retail Price) on each product and the applicant shall sell all products at printed MRP only. The currently applicable rate of **Margins is 20%.**

3.4 In addition to the investment required for setting up the necessary infrastructure for opening of **Pradhan Mantri Bhartiya Janaushadhi Kendra** as per the requirement of this agreement, applicant will invest sufficient money to run the store smoothly by making all products available at all times.

3.5 THE APPLICANT also acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal for a subsequent term on or after the EXPIRATION DATE.

4. SOURCING OF MEDICINES:

THE APPLICANT shall purchase medicines in the list of medicines provided by PMBI, in connection with the operation of the Pradhan Mantri Bhartiya Janaushadhi Kendra, only from PMBI's Central Warehouse/Regional Warehouse/Authorized Distributors as informed by PMBI.

In-case of any change in source for procurement of Medicines, PMBI will inform THE APPLICANT in writing.

5. **ONGOING ADVICE AND ASSISTANCE:**

During the applicable terms of this agreement, PMBI shall from time to time provide THE APPLICANT with such advisory assistance, information, techniques, data, and instructional materials concerning the sale of Medicines from **Pradhan Mantri Bhartiya Janaushadhi Kendra** and also marketing programs applicable to the **Pradhan Mantri Bhartiya Janaushadhi Kendra** campaign, local marketing of the **Pradhan Mantri Bhartiya Janaushadhi Kendra**, and adherence to the process and guidelines as PMBI deems advisable at no charge.

6. **SELLING OTHER MEDICINES & PRODUCTS:**

Selling other generics/branded medicines and product will not be permitted by PMBI.

7. **TERMINATION:**

- I. PMBI shall be entitled to terminate this Agreement immediately forthwith in any one or more of the following events, by giving a notice in writing to the “APPLICANT”:
- II. If, in the opinion of PMBI, the performance of the “APPLICANT” is found to be unsatisfactory.
- III. If the “APPLICANT” commits a breach of any of the terms and conditions of this Agreement.
- IV. If there is any change (not acceptable to PMBI) in the constitution of the “APPLICANT” without the prior written consent of PMBI.
- V. If for any reason, the “APPLICANT” is prevented for a period of three months from performing any of its obligations under this Agreement.
- VI. If the “APPLICANT” is guilty of any conduct which, in the opinion of PMBI, is prejudicial to the interests of PMBI or principles of PMBI relating to fair business practices.
- VII. If the “Pradhan Mantri Bhartiya Janaushadhi Kendra APPLICANT” assigns or purport to assigns its rights, interest or benefits or charge the benefits of the Agreement without obtaining the consent in writing of PMBI.
- VIII. If the “APPLICANT” is declared insolvent or commit any act of insolvency or compound or enter into a scheme of compromise with their creditors.
- IX. If the “APPLICANT” is charged with committing breach of any law of India or any

anti bribery or anti-corruption legislation as the case may be.

8. CONFIDENTIAL INFORMATION:

THE APPLICANT acknowledges that PMBI will from time to time provide THE APPLICANT with information that is confidential in nature and that if disclosed to third parties might adversely impact the ability of PMBI to remain competitive. THE APPLICANT agrees that, unless otherwise determined 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 APPLICANT shall not disclose any confidential information to any person other than THE APPLICANT'S employees as may be necessary to discharge the assigned duties of Pradhan Mantri Bhartiya Janaushadhi Kendra operations, and THE APPLICANT agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

9. 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.

10. DISPUTE RESOLUTION:

This agreement shall be deemed to have been made/executed at Delhi for all purpose. In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be settled amicably and in the event of the dispute not being settled amicably the same shall be referred to the sole arbitrator of Chief Executive Officer (CEO), PMBI or his nominee. The provisions of Arbitration and conciliation Act, 1996 shall apply. The award given by the arbitrator shall be final and binding on the parties. The venue for arbitration shall be at Delhi.

11. GOVERNING LAW/JURISDICTION:

This agreement shall be deemed to have been executed at Delhi for all the purposes. The applicable law governing this agreement shall be the laws of India. Any dispute and difference arise between the **Pradhan Mantri Bhartiya Janaushadhi Kendra** and the **(Second Party)** shall be resolved amicably by mutual consultation by both the parties

failing which court of Delhi shall have the exclusive jurisdiction to try and entertain the 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 _____ 20____ 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