

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director's Block, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement:
Tele Fax: (0364) 2538032

Email: storeneigrihms@gmail.com
Website: neigrihms.gov.in

F. No: NEIGR/S&P/P-04/2017-18

Dated: 26/10/2023

To,
Chief Executive Officer,
Bureau of Pharma Public Sector Undertakings of India (BPPI),
Videocon Tower, 8th Floor, E -01, Jhandewalan Extension,
New Delhi -110055;
Tel: 011 -49431800; Toll- Free No: 1808080; Website: janaushadhi.gov.in

Subject: Extension of Letter of Award for operation, supervision, management and running of Jan Aushadhi Shop/Outlet at NEIGRIHMS, Mawdiangdiang, Shillong -793018 initially for a period of three years from the date of extended award.

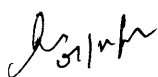
Sir

1. Reference Letter of Award(LoA) vide F.No.-NEIGR/S &P/P-04/2017-18 dated 16/12/2019 for operation,Supervision,management and running of Jan Aushadhi shop/outlet at NEIGRIHMS,Shillong initially for a period of three years from the date of Award. It may kindly be noted that that the Jan Aushadhi outlet had already been commenced its operation at the allocated area w.e.f.07/03/2021.
2. Institute is pleased to extend the award for operation, supervision, management and running of Jan Aushadhi shop/outlet for further period of 03(three) years w.e.f. 02/09/2023 until further order.
3. Jan Aushadhi shop/outlet will sell quality Generic Medicines at discounted rates to the patients with valid prescriptions, ensuring comprehensive quality with product range at reasonable and significantly lower than market prices.Director, NEIGRIHMS or his nominated inspection authority shall reserve the right to carry out inspection of the operation and provision of services by the shop/outlet and offer suggestion for operational effectiveness.
4. The terms and conditions of the agreement executed will be binding and is being issued in accordance with the terms & conditions of NEIGRIHMS / Government of India and in the manner specified herein shall operate to create a specific contract between Bureau of Pharma Public Sector (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
5. Bureau of Pharma Public Sector will be responsible for complying with statutory norms/orders and other labour regulation for the manpower deployed, in the Jan Aushadhi shop/outlet.
6. Bureau of Pharma Public Sector shall provide /install system for queue management system, install system/ software for capturing the prescription, medicines dispensed, management of inventory and billing. To employ qualified manpower as per norms, dispensing Pharmacist as per norms and comply with all statutory requirements, for efficient operation of the pharmacy.

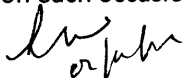
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7. Bureau of Pharma Public Sector shall ensure that Jan Aushadhi Shop/Outlet stocks routine, life saving drugs all essential medicines and drugs from acceptable manufacturers. Bureau of Pharma Public Sector shall ensure that short expiry medicines are not included in the stocks.
8. Bureau of Pharma Public Sector shall ensure that Jan Aushadhi Shop/Outlet issues cash memo for sale of medicine reflecting the Registration details of patients and Department including the prescribing Doctors. The Jan Aushadhi Shop/Outlet should be operational as per the mandate of Ministry of Health & Family Welfare, Government of India. Books of accounts, Store Accounts of Drugs and Medicines shall be maintained as per approved procedure.
9. Bureau of Pharma Public Sector shall be responsible for any tax, levy etc that are payable, which may be imposed by Central or State Government at any point of time, during the period of operation/ contract.
10. Bureau of Pharma Public Sector shall have to remit the electricity charges, as per consumption, on receiving the details/electricity bill from Electrical /Engineering division of the Institute.
11. The Institute may also operate its own/additional outsourced pharmacy, for provision of essential drugs/medicines to the registered patient of the Institute, to which Bureau of Pharma Public Sector shall not have any objection.
12. Bureau of Pharma Public Sector shall carry out minor repairing, electrical maintenance, RCC maintenance, furniture /fixtures, if required and ensure telephone connectivity for proper communication. The Institute shall provide Internal EPABX extension number to the Jan Aushadhi Shop/Outlet. All electrical consumables like bulbs, tubes, etc are to be replaced by the agency, in case of damage. MSEB does not guarantee/ ensure 24 (hrs) x 7 (days) electricity power supply. Bureau of Pharma Public Sector may install UPS, if required, to run their storage facilities.
13. Bureau of Pharma Public Sector shall undertake to sign the contract agreement within 30 (thirty) days from the date of issue of the letter of award on non – judicial stamp paper of value of Rs. 100/-(Rupees hundred only).
14. Settlement of disputes – If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Any issue not specifically covered by the above, shall be referred to the Director, NEIGRIHMS and the decision shall be final and binding.
15. The medicines/items being stocked in the Jan Aushadhi Shop/Outlet should have relevant laboratory testing reports as per latest Drugs & Cosmetics Act and Rules, which should be checked by the pharmacy /pharmacist at the time of receiving the supplies and to maintain refrigeration for medicines in cold chain or refrigerator, if required
16. The Jan Aushadhi Shop/Outlet should mandatorily accept Digital Payment in the form of Debit/Credit /Prepaid Card /E –Wallet /UPI /APS /USSD facility or any other digital mode and receipt of the same should be provided to the customers.



17. Bureau of Pharma Public Sector will always ensure the availability of all medicines, in Jan Aushadhi Shop/Outlet. In case of non- availability of any item, Bureau of Pharma Public Sector will make arrangement immediately to procure the requisite item and provide the same within reasonable time to facilitate the patient care, preferably within an hour to the patient.
18. Bureau of Pharma Public Sector shall ensure that empty packing cases or baskets or any goods or any other material are stored in the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than public passage.
19. **Indemnity:** Bureau of Pharma Public Sector shall indemnify the NEIGRIHMS against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by Bureau of Pharma Public Sector in execution of or in connection with the work of his contract and against any loss or damage to the hospital in consequence to any action or suit being brought against Bureau of Pharma Public Sector) for anything done or committed to be done in the execution of this contract. Bureau of Pharma Public Sector will abide by the job, safety measures prevalent in India and will free the authority of NEIGRIHMS from all demands or responsibilities arising from accidents or loss of life, the cause of which is Bureau of Pharma Public Sector's negligence. Bureau of Pharma Public Sector will pay all indemnities arising from such incidents without any extra cost to NEIGRIHMS and will not hold the NEIGRIHMS responsible or obligated. NEIGRIHMS may at its discretion and entirely at the cost of Bureau of Pharma Public Sector) defend such suit, either jointly with Bureau of Pharma Public Sector or single in case the latter chooses to defend the case.
20. The responsibility of maintaining the cleanliness and hygienic condition of the Jan Aushadhi Shop/Outlet will be with Bureau of Pharma Public Sector, at their own cost, and adequate & appropriate disposal of waste as per relevant rules.
21. Books of accounts reflecting every day's transaction of purchase of medicine with batch Nos and date of manufactures and date of expiry, store accounts of Drugs and medicines shall be maintained as per approved procedure, which will be subject to inspection by the members from Pharmacy Monitoring Committee, NEIGRIHMS from time to time.
22. **Penalty Clause:** In case of unsatisfactory performance with regard to maintenance of Jan Aushadhi Shop/Outlet as per subject name and description of work, schedule of work and terms and conditions of agreement pointed out during daily and periodical inspection by the concerned authority, Jan Aushadhi Outlet will be penalized on each occasion/classification of deficiency as mentioned below would be final and binding on the Jan Aushadhi Outlet. The amount of fine shown in the table below would be imposed on each occasion against each deficiency noted/observed.


or/for



Sl. No.	Classified Deficiency	Penalty to be imposed
1.	Work force not wearing appropriate & adequate uniform, name badge, photo identity card (should not mention NEIGRIHMS in any way and also not to put NEIGRIHMS logo).	INR 1000.00 (Rupees one Thousand only) on each occasion.
2.	Employment of staff below 18 years	Termination of Contract
3.	Drug license not readily available in Jan Aushadhi Shop stall during inspection	INR 1000.00 (Rupees one Thousand only) on each occasion.
4.	Non – maintenance of cleanliness/improper disposal system of chemical waste/any damage to the building/any modification or alteration in the building by the successful bidder without permission from appropriate authority of NEIGRIHMS in writing.	INR 1000.00 (Rupees one Thousand only) on each occasion.
5.	Selling of items above approved rates	INR 1000.00 (Rupees one Thousand only) on each occasion.
6.	Subletting of Pharmacy	INR 1000.00 (Rupees one Thousand only) on each occasion.
7.	Selling eatable items which are not allowed	INR 1000.00 (Rupees one Thousand only) on each occasion.
8.	Pharmacy not kept open for 24 hours on any day of the week	INR 1000.00 (Rupees one Thousand only) on each occasion.
9.	Failure of provision of Digital Payment	INR 1000.00 (Rupees one Thousand only) on each occasion.
10.	Failure to maintain refrigeration of medicines	INR 1000.00 (Rupees one Thousand only) on each occasion.
11.	Failure to keep common /essential items, as listed in the bid document	INR 1000.00 (Rupees one Thousand only) on each occasion.
12.	Medicines/items supplied fails to meet the quality standard	INR 1000.00 (Rupees one Thousand only) on each occasion.
13.	Any other deficiencies pointed out by the official not indicated in the terms & conditions of this tender document.	Fine up to the discretion of NEIGRIHMS administration not less than INR 1000.00 (Rupees one Thousand only) on each occasion.

23. A notice board (White board 4 feet x 3 feet –mentioning discount offered, as per categories of items /stores shall be displayed prominently by Bureau of Pharma Public Sector at a conspicuous position within the premises and a Complaint Box (1 feet x 1 feet labeled as 'Complaint Box'). The box should be locked, and the key is to be deposited with the Medical Superintendent Office.

[Handwritten signature]

24. Bureau of Pharma Public Sector shall not be permitted to draw any electrical connections/extensions etc. without obtaining approval from the NEIGRIHMS in writing.

25. There shall be no structural damage to the premises.

26. Any issue not specially covered by the above shall be referred to the Director, NEIGRIHMS, whose decision shall be final and binding.

27. The Jan Aushadhi pharmacy will accept the stock of unconsumed/unused stock of medicines/consumables/items e.t.c., from the patient, if returned to the pharmacy in good & original pack within a week of purchase along with the original cash memo and refund the amount.

28. Quality testing:

- a) State Drug Control Authority or any other Officials/Successful bidder authorized by Drug Control Authority or by NEIGRIHMS, have every right to visit the Jan Aushadhi Shop/Outlet and collect random samples for testing and conduct inspection on quality storage as per the provisions of Drugs & Cosmetic Act, 1940 and under other relevant laws in force.
 - b) If, as per the test result, the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded as per Drugs & Cosmetic Act, 1940 such batch/batches will be deemed to be rejected goods and to be removed immediately by Bureau of Pharma Public Sector from the Jan Aushadhi Shop/Outlet.
 - c) Bureau of Pharma Public Sector shall be penalized for each such finding which fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by NEIGRIHMS through a NABL accredited laboratory drawing random sample. The penalty shall be levied @ INR 10,000.00 (Rupees Ten Thousand only) on each occasion.
29. Bureau of Pharma Public Sector shall also ensure the operation of the Jan Aushadhi Shop on 24 hrsX7day basis at the allocated area.
30. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement

Yours faithfully,



Lt. Cdr. Pawan Deep
Deputy Director (Administration),
NEIGRIHMS, Shillong
Tel/Fax: 0364-2538010



Copy forwarded for Information and necessary action please:

1. Under Secretary Hospital-I Ministry of Health & family Welfare, Government of India, Nirman Bhawan, New Delhi-110011
2. Under Secretary NE, Ministry of Health & family Welfare, Government of India, Nirman Bhawan, New Delhi-110011
3. PA to Director/DDA/MS /Pharmacy Superintendent/DMS/NS/ AAO Estt-1 & GAD/ Accounts Officer / AAO (A&B)/ CSO/SO /Estate Manager, Assistant Engineer(E),Assistant Engineer(C): For information and necessary action of all concerned
4. Mr. Yogendra Sharma, Regional Manager-East, M/s HLL Life care Ltd, Kolkata (M)7007157449 Email: yogendrasharma@lifecarehll.com

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⑧ Inquiries / IT cell → To refresh on website