

**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
MS BRANCH, PPP CELL
Swasthya Bhawan, 4th floor, Wing-B
Sec V, Salt Lake
Kolkaata- 700091**

No. HF/PPP/21/2012/155

Date: 01.10.2012

To
All concerned

Establishment of Fair Price Outlet for medicines, consumables and implants at selected government hospitals under PPP ----- *Agreement to be executed by the Hospital Authorities and the Party selected for establishment and operation of the fair price outlet under PPP*

The draft agreement was sent to all concerned vide communication under reference no. HF/PPP/21/2012/146 dated 14.09.2012 for their feedback.

The final version of the Agreement is now sent with this communication after incorporating necessary changes based on the feedback received from all concerned. Necessary actions are required to be taken by all concerned for execution of the agreement in non-judicial stamp paper of Rs 100/-

It is also to be noted that the Performance Security to be furnished by the selected organizations while executing the agreement are provided as under:

- a. Rs 30,00,000/- only for SSKM Hospital, NRS Medical College & Hospital, Calcutta Medical College & Hospital, R.G.Kar Medical College & Hospital
- b. Rs 20,00,000/- only for Calcutta National Medical College & Hospital, Bardhaman Medical College & Hospital, Bankura Sanmilani Medical College & Hospital, North Bengal Medical College & Hospital
- c. Rs 10,00,000/- only for Midnapore Medical College & Hospital, Malda Medical College & Hospital, Sagar Dutta Medical College & Hospital, J.N.M Hospital, Kalyani, S.N.Pandit Hospital, all District Hospitals
- d. Rs 5,00,000/- only for New District Hospitals (Health Districts) and Sub Divisional (SD) Hospitals.

The Possession Certificate provided as Schedule 2 of the agreement shall also be signed by all concerned during execution of the agreement

sd
P.K.Lahiri
OSD & EO Special Secretary

AGREEMENT TO BE EXECUTED

BY

THE AUTHORITIES OF THE RESPECTIVE MEDICAL COLLEGE & HOSPITAL / DISTRICT HOSPITAL / SUB-DIVISIONAL HOSPITAL / OTHER HOSPITAL OF THE DEPARTMENT OF HEALTH & FAMILY WELFARE, GOVERNMENT OF WEST BENGAL

AND

PARTY AGREEING TO OPERATE FAIR PRICE OUTLET IN THE RESPECTIVE GOVERNMENT HOSPITAL

Dated _____

This **AGREEMENT** signed at _____, on the _____ day of _____ (month) _____ (year)

BY

The Department of Health and Family Welfare, Government of West Bengal represented by the Medical Superintendent cum Vice Principal (MSVP), _____ Medical College and Hospital having its office at _____ / Superintendent _____ District Hospital/Sub Divisional Hospital having its office at _____ hereinafter referred to as "**The Hospital Authorities**" (which expression shall, unless excluded by or repugnant to or inconsistent with the context, mean and include the successors-in-office and permitted assigns), FIRST PART

AND

_____, an Organization engaged in the retail/wholesale/distribution business in the pharmaceutical sector and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended here after/ a company incorporated under the Companies Act, 1956 having its registered office at _____ engaged in the retail/wholesale/distribution business in the pharmaceutical sector and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended here after / _____ an NGO registered under the Society Registration Act of 1860/The Indian Trusts Act of 1982/The Co-operative Societies Registration Act or The Statutory Body or The Professional Association or The Social Welfare Organization and holding valid drug license under the Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended here after represented by its _____, namely _____ and having its main office at _____, in the District of _____ in the State of _____, India, hereinafter referred to as "**the Concessionaire**", SECOND PART.

WHEREAS

- A. The Department of Health and Family Welfare (DoHFW), Government of West Bengal (GoWB) has taken initiatives to establish the appropriate delivery system to the patients of the state for improved access to good quality medicines, consumables, implants etc to suit the requirement for multi speciality services at reasonable price round the clock by involving suitable and competent private sector organizations and use their strengths for establishment of round the clock operation of Fair Price Outlet under Public Private Partnerships (PPP) at the level of Secondary and Tertiary care hospitals in the state.
- B. The purpose of this initiative is to ensure round the clock availability of quality medicines, consumables, surgical items, implants etc at pre-approved discounted rates over the Maximum Retail Price (MRP) to provide utmost

benefits to the patients through the fair price outlets within the Medical Colleges and District Hospitals/SD Hospitals in the state of West Bengal.

- C. The DoHFW invited proposals along with defined selection criteria from eligible private parties for implementing the scheme (as hereinafter defined) in selected government hospitals and in response thereto received proposals from several such parties including the Concessionaire for the same.
- D. After evaluating the proposals as per the selection criteria, the DoHFW accepted the proposal submitted by the Concessionaire, whose **discount bid** was found most competitive i.e. ____ % **discount on MRP of all items** as incorporated under **Schedule I** of this agreement for operation of the fair price outlet in _____ Medical College and Hospital/District Hospital / Sub-Divisional Hospital under _____ District and the selected party was accordingly given offer to establish the fair price outlet in _____ Hospital. The Concessionaire has duly accepted the offer vide their letter dated _____.

NOW THIS AGREEMENT WITNESSETH as follows: -

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

“Acts and Rules” means The Drugs and Cosmetics Act, 1940, The Drugs (Control) Act 1950 and The Drugs and Cosmetics Rules 1945 as amended from time to time and shall include any statutory replacement or re-enactment thereof.

“Agreement” means this agreement including schedules hereto, as of the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

“Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including the Act, judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Clearance” means any consent, license, approval, registration, certification, exemption, permit, sanction or other authorization of any nature which is required to be granted by any Government Authority for implementation of the Scheme and for all such other matters as may be necessary in connection with the implementation of the Scheme.

“Concession Period” shall have the meaning ascribed to it in Article 2.2 of this Agreement

“**DoHFW**” means The Department of Health and Family Welfare, Government of West Bengal at Swasthya Bhawan

“**DH**” means District Hospital of the concerned District

“**Fair Price Outlet**” means the retail outlet that the Concessionaire is to set up in the hospital under PPP for stocking and selling of medicines, consumables surgical items, implants and all other items as described in **Schedule I** of this agreement at the discounted rate over MRP as per terms of this agreement

“**GoWB**” means the Government of the state of West Bengal

“**Government Agency**” means GoWB, DoHFW, or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Hospital or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“**Hospital**” means the Medical Colleges & Hospitals, the District Hospitals, Sub Divisional Hospitals and the other hospitals of the Department of Health & Family Welfare, Government of West Bengal selected for implementation of the scheme.

“**Hospital Authorities**” means the competent body in the hospitals who are responsible for regulating/monitoring the operations of the Fair Price Outlet under PPP.

“**Hospital Site**” means the unit no. _____/room no. _____/ _____ area within the Hospital, particulars whereof are set out in **Schedule ‘II’** in which the Fair Price Outlet is to be implemented and the Standard Services to be provided by the Concessionaire in accordance with this Agreement.

“**Month**” means English Calendar Month

“**MRP**” means maximum retail price of a product

“**MSVP**” means the Medical Superintendent cum Vice Principal of the Medical College & Hospital.

“**MC&H**” means Medical College and Hospital

“**Other Hospital**” means any hospital other than MC&H, DH and SDH selected for implementation of the scheme

“**PPP**” means Public Private Partnerships set up by the DoHFW, GoWB to operate the fair price outlet in the selected government hospitals at the level of MC&H, DH, SDH and other hospital.

“**PSP**” means the Private Sector Partner selected for operation of the Fair Price Outlet in the concerned hospital through PPP

“**Rate**” means the pre approved discounted rate over MRP as per terms of this agreement chargeable for medicines, consumables, surgical products, and all other items incorporated under **Schedule 1** of this agreement and prescribed by the Doctors of the Hospital

“**RKS**” means Rogi Kalyan Samiti of the concerned MC&H, DH, SDH and other hospital

“**Scheme**” means the scheme promulgated by the DoHFW, GoWB for and in respect of the establishment and operationalisation of the Fair price Outlet under PPP.

“**Superintendent**” means Superintendent of the District Hospital/Sub Divisional Hospital/Other Hospital

“**SDH**” Sub Divisional Hospital of the concerned Sub Division within the District

“**Termination**” means early termination of this Agreement pursuant to Article 7 of this Agreement.

“**Utilities**” means water connection and electricity connection for the Fair Price Outlet.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- a any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e the words "include" and "including" are to be construed without limitation;
- f any reference to day shall mean a reference to a calendar day;
- g any reference to month shall mean a reference to a calendar month;
- h the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- i any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise;

- k unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

ARTICLE 2

ConCession

2.1 Grant of Concession

- a Subject to and in accordance with the terms and conditions set forth in this Agreement, the Hospital Authority hereby grants and authorizes the Concessionaire to operate and maintain the Fair Price Outlet, and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement ("the Concession").

2.2 Concession Period

- a The Concession hereby granted is for a period of four (4) years commencing from the date hereof and ending with _____ ("the Concession Period") during which the Concessionaire is authorized to operate the Fair Price Outlet in accordance with the provisions hereof.
- b Provided that The Hospital Authorities shall be entitled to review the performance of the Concessionaire at the end of every year from the date hereof based upon conditions laid out in point __ of this agreement.
- c Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date.

2.3 Acceptance of Concession

- a The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the scheme to operate the Fair Price Outlet and to perform/discharge all of its obligations in accordance with the provisions hereof.

2.4 Hospital Site & Utilities

- a The Hospital Authority has on the date hereof handed over to the Concessionaire physical possession of the Hospital Site free from Encumbrance. The Hospital Authority hereby represents that the Hospital Site as specified under **Schedule II** of this agreement is ready-to-use and adequate for the Fair Price Outlet, as per the norms of the Drugs and Cosmetics Acts and Laws, 1940 and Rules 1945 as amended time to time.
- b The Concessionaire shall have the right to the use of the Hospital Site as mentioned under 'a' above with a built up structure comprising ____ sq.ft (____ sq.metre) for which the Concessionaire has agreed to pay monthly Rent of Rs

_____ to RKS of the concerned hospital based on the assessed rate of Rs _____ per sq metre.

- c The Concessionaire shall make the payment for rent to the RKS of the concerned hospital by cheque on or before 5th of each calendar month. The cheque shall be drawn in favour of _____.
- d The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Hospital Site.
- e The Concessionaire shall not, except with the prior permission in writing of The Hospital Authorities carry out any structural or major modifications in the Hospital Site but shall be entitled to make such modifications as may be necessary in its opinion for operation of the Fair Price Outlet. Provided, any such modifications should be in accordance with the Drugs and Cosmetics Acts and Rules mentioned under Article 1 as amended time to time and in conjunction with the RKS of the concerned hospital.
- f The Concessionaire shall not without the prior written consent or approval of The Hospital Authorities use the Hospital Site for any purpose other than for the purpose of the Fair Price Outlet and purposes incidental or necessary thereto.
- g At all times during the pendency of this Agreement, The Hospital Authorities shall provide/arrange for Utilities for the Fair Price Outlet. The water supply shall be free of cost. The Hospital Authorities will arrange at their cost installation of the electrical connection and augmentation if required up to the door step of the operating rooms for the facilities undertaken under PPP. A separate meter shall be installed by the Concessionaire at its own cost to record the electricity consumed at the Fair Price Outlet and the Concessionaire shall make timely payment for the electricity consumed in accordance with the prevailing rates of the Energy Supplier directly. Necessary NOC from the competent authority of the concerned hospital will be provided to the Concessionaire for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating rooms under PPP will be borne by the PSP.
- h **The display board of the Fair Price Outlet shall indicate in vernacular language the following:**

Najyamuller Aushadher Dokan
Paschim Banga Sarkar EBONG _____ (name of the organization)
er joutha udyoge

ARTICLE 3

PERFORMANCE SECURITY

- a The Concessionaire shall furnish **The Performance Security of Rs _____ (figures) _____ (in words)** in the form of Bank Guarantee Deposit with any nationalized/ scheduled Bank acceptable to the DoHFW valid for 54 months from the date of this agreement.

- b The Performance Security as stated above under 'a' shall be liable to be forfeited if this agreement is terminated before its due date of completion for any of the default by the Concessionaire specified under Article 6 entitling The Hospital Authorities to terminate this Agreement
- c In the event of renewal of this agreement for another term for four years after the date of expiry of this agreement, fresh performance security shall be required to be deposited by the Concessionaire as per the amount and terms decided by The Hospital Authorities.

ARTICLE 4

CONCESSIONAIRE'S OBLIGATIONS

4.1 Implementation of the scheme for the Fair Price Outlet

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

- a The Concessionaire shall procure the necessary licenses required for the products provided under **Schedule 1** for commencing the Fair Price Outlet including the licenses required under the Drugs and Cosmetics Acts 1940, The Drugs (Control) Act, 1950 and The Drugs and Cosmetics Rules 1945 as amended hereafter. The attested copies of these documents need to be submitted to The Hospital Authorities for their record.
- b The Concessionaire shall within one month of the date of this Agreement undertake necessary internal refurbishing and furnishing, equip and commission the Hospital Site with such furniture, equipment and goods as may be required for the Fair Price Outlet. The process of equipping and commissioning shall be carried out by the Concessionaire at its own cost and expense
- c The Concessionaire shall undertake the entire operation and management of the fair price outlet at their own cost including procurement of the items and deployment of manpower.
- d The Concessionaire shall deploy Pharmacist and personnel with appropriate qualifications as per proposal submitted in its application and train them to manage the Fair Price Outlet for the products incorporated under Schedule 1.
- e It is obligatory on the part of the Concessionaire to prove the identity of all the personnel engaged in the fair price outlet through the Identity Card issued by The Hospital Authorities. A list of all the personnel with their details engaged in the fair price outlet is required to be submitted to The Hospital Authorities for their record. The list must be updated as and when required.
- f The Concessionaire shall commence operation of the Fair Price Outlet only after The Hospital Authorities have duly certified that all requirements of the Drugs and Cosmetics Acts and Laws, 1940 and Rules 1945 as amended time to time in respect thereof have been fulfilled.
- g Provided, the Concessionaire shall procure such certification of The Hospital Authorities latest by **two (2)** months from the date hereof failing which this Agreement shall be liable to be terminated.

4.2 Operation, Management and Maintenance of the Fair Price Outlet

A. **The Concessionaire shall operate the Fair Price Outlet round the clock for all the 365 days of the year**

B. **Sale of medicines etc**

1 The Concessionaire shall stock and sell the items **as under** to meet the requirements of the patients seeking treatment in the hospital. **The products and services to be stocked and sold by the Concessionaire are provided in details under Schedule 1**

I **The fair price outlet** would mandatorily stock and sell the **Generic Form** of all single ingredient and combination formulation as per the list of **142 items** provided under **Schedule 1**. **It is to be noted that more number of formulations may be added in the above list of 142 items as and when required.**

II **However, this outlet** may procure and sell **Branded Medicines** for formulations **other than the mandatory list of 142 items** as mentioned under 'a' above. In addition, if the generic version for any of the 142 items is not available, such items may be procured and sold under Branded Medicines.

III **The fair price outlet** would also mandatorily stock the following medicines, consumables and surgical items:

a Medicines/Formulations listed under the guidelines of Janani Sishu Suraksha Karyakram (**JSSK**) and not included, if any, in the mandatory list of 142 items

b Anti-cancer Medicines (Carcino-Chemotherapeutic Drugs), which are not included in the list of 142 items incorporated under **Schedule 1**.

c Medical Consumables (including consumables listed under JSSK) and surgical items.

IV **Apart from** what are mentioned above, the fare price outlet would also stock and sell **accessories and consumables** required for **Dialysis Services**

V **In addition, the fair price outlet** operating at **higher tier facilities** (e.g. Medical Colleges & Hospitals) will be required to procure and supply **Cardiac Implants, Prosthetic Devices and Orthopaedic items / appliances**, which are used mainly in tertiary care facilities. These items will also be required to be procured and supplied by the fair price outlet operating in any other Hospital where such products are used at present.

VI **The Fair price outlet shall also be permitted to stock and sell the following items:**

a Health Drinks/ Nutritional Supplements

b Baby products --- Baby powder, soap, cream, shampoo, lotion, oil (except baby and infant food)

c Sanitary Napkins

- 2 Optimum inventory of stocks will have to be maintained by the Concessionaire to avoid stock-out situations. The Concessionaire shall ensure availability of items at all times during the tenure of the agreement.
- 3 The computerized cash memo issued by the fair price outlet will indicate name of medicine, quantity, batch number, date of expiry etc as per requirement of Acts and Rules. Computerized cash memos with relevant information as required will also be provided for all other products sold in the fair price outlet. All cash memos will indicate the discount given. All products will be sold to the patients against valid prescription of the Doctor at _____ % **discount on MRP**.
- 4 Percentage discount as mentioned under '3' above will be applicable on the MRP mentioned and will be inclusive of VAT etc, if applicable. No other component/taxes will be levied on the discounted price
- 5 Items against prescription for pregnant women during Antenatal / Intranasal / Postnatal Care and newborn up to 30 days of age under JSSK will be provided free of cost and reimbursement for such sales shall be made by the concerned Hospital Authorities / RKS to the fair price outlet against submission for claims for reimbursement with supporting documents as per existing norms/practice for such reimbursement under JSSK.
- 6 Items procured, if any, for use of any of the Department of the concerned hospital shall be routed through the MSVP/Superintendent of the concerned hospital and reimbursement for such claim shall be made by the concerned Hospital Authorities/RKS on production of relevant documents viz copy of requisition slip and proof of supply.
- 7 The Concessionaire shall be required to provide benefits to the patients as applicable under Rashtriya Swasthya Bima Yojna (RSBY) once this scheme is introduced in the concerned hospital. A separate agreement shall be executed by The Hospital Authorities with the Concessionaire for RSBY.

C. Procurement of stocks for the Fair Price Outlet

- 1 The Concessionaire will procure standard quality of medicines, consumables, surgical items, implants, prosthetic devices, orthopaedic items/appliances and other items from manufacturing organizations or their marketing organizations or their authorized distributors
- 2 **The following guidelines are required to be followed for procurement of medicines:**
 - I **The Manufacturing Organizations are Revised Schedule M compliant and conform to cGMP standards.**
 - II **The Manufacturing Organization or their Marketing Organization should have a minimum annual sales turn over of Rs 40 Crores in aggregate of the last two financial years ending March 2012.**
 - III **The Organization should have its own depot or C&FA in West Bengal with distribution network through authorized distributors in all the districts of West Bengal.**

- 3
 - a. The procurement of items other than medicines shall also be made with due consideration on the quality of the items, credibility and performance record of the manufacturer, their marketing organizations/authorized Distributor and existing usage of these products in different hospitals
 - b. The Manufacturing Organization or their Marketing Organization for these items should have a minimum annual sales turn over of Rs 10 Crores in aggregate of the last two financial years ending March 2012 in order to qualify for supply of the items
- 4 **The Concessionaire will compile a list of manufacturing organizations and their marketing organization, if any, relating to procurement of medicines and other products taking into account all the above guidelines as mentioned under '2' and '3' above and submit the same to the DoHFW at the state level and The Hospital Authorities of the concerned hospital for their record.**
- 5 The above list of manufacturers shall be valid for one year and a review shall be made by the Concessionaire in consultation with the DoHFW at the end of each year for necessary changes.

D. Quality Assurance

- 1 The fair price outlet would procure stocks from manufacturers, marketing organizations or their Distributor as described under 'C' above on Procurement of stocks
- 2 The Concessionaire shall arrange for analytical reports from approved and accredited laboratories in the country at their own expenses and submit these reports within a specific time frame as and when The Hospital Authorities ask for such reports for certain randomly selected batches of stocks supplied by the manufacturers in the fair price outlet
- 3 The fair price outlet will, under no circumstances, sell any item which has already expired or on the verge of expiry or any medicines which are found not to be of standard quality, substandard or spurious
- 4 The Concessionaire shall not stock and sell in the fair price outlet any of the medicines/items banned under notifications issued by the Government of India (GoI) and/or by the GoWB.

E. Information System

- 1 The Concessionaire shall install appropriate soft ware packages with the help and support of the DoHFW to disseminate information on multiple parameters on operation and management of the fair price outlet and would include information like cash memos as mentioned under Article 4.2B3, sales, inventory status, stock outs, near expiry stocks and all other important and related information on daily basis. The Concessionaire will bear all expenses as part of their operating costs for installation of these packages.
- 2 The system mentioned under '1' above shall be connected through net working/LAN with the DoHFW at Swasthya Bhawan and MSVP/Superintendent of the concerned Hospital so that the same can be accessed **round the clock**.

- 3 The Concessionaire will be required to submit monthly reports in prescribed format to The Hospital Authorities. The report of each month shall be submitted by 5th day of the next month
- 4 The Concessionaire will bear all expenses as part of their operating costs for procurement and usage of required facilities/services for generating the above information and submitting required documents in this respect.

F. Other areas for operation and maintenance of the fair price outlet

The Concessionaire shall

- 1 arrange for and maintain security of the Fair Price Outlet at its own cost.
- 2 be responsible for proper upkeep and maintenance of the fair price outlet, ensure proper cleanliness, dispose off waste and comply with the guidelines of The Hospital Authorities on maintenance the Fair Price outlet.
- 3 coordinate with the concerned personnel of the Hospital designated for monitoring of the activities of the Fair Price Outlet for matters concerning operational activities relating to patient/customer servicing on day-to-day basis.
- 4 keep suggestion box in the Fair Price Outlet to enable patients to give feedback based on which actions are to be taken for patient/customer satisfaction.
- 5 maintain the Clearances by complying with the conditions there under and renewals if any required from time to time and comply with all statutory requirements for running its operation
- 6 make prompt and timely payments for all areas for smooth operation and management of the fair price outlet viz salaries/remuneration/other emoluments for staff deployed in the fair price outlet, payment to the suppliers, charges for electricity, rent to RKS etc
- 7 display conspicuously in the Fair Price Outlet the discount provided on MRP of all products
- 8 obtain and maintain insurance's for the Fair Price Outlet including insurances against damages to property due to force majeure, insurances against theft, fire, etc.

ARTICLE 5

OBLIGATIONS OF THE HOSPITAL AUTHORITIES AND THE DoHFW

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Hospital Authorities shall have the following obligations:

A. Obligations of the Hospital Authority

The Hospital Authority shall

- 1 make provision for physical infrastructure of the fair price outlet with ready to use space within the concerned Medical College & Hospital / District Hospital / Sub Divisional Hospital /Other Hospital as the case may be as per the norms of Drugs and Cosmetic Act and Rules as amended from time to time with additional storage space for the fair price outlet.

- 2 ensure that the space so provided should be adequate for the Concessionaire to manage the expected business volume of the outlet under PPP.
- 3 undertake necessary work to make the space in ready to use condition in case, ready to use space is not available
- 4 make provision for free supply of water for the fair price outlet and facilitate the process for obtaining a separate meter by the Concessionaire for electricity connection.
- 5 shall issue necessary certification as stated under Article 4.1f and 4.1g to enable the Concessionaire to commence operation of the fair price outlet
- 6 shall oversee that the rent of the space as per assessed rate is paid by the Concessionaire under Article 2.4c.
- 7 form a monitoring committee through RKS to oversee the operational activities of the fair price outlet and ensure that the retail outlet is functioning as per terms of the agreement.
- 8 Shall monitor implementation of discount structure as per terms of this agreement
- 9 grant or where appropriate provide necessary assistance to the Concessionaire through the Government Agency in securing Clearances
- 10 extend all support to the Concessionaire and provide necessary support and protection in case of any pressure created by any individual or group on the fair price outlet.
- 11 make timely reimbursement as per existing norms/practice for such reimbursement under JSSK and Items procured for use of any of the Department of the concerned hospital on submission of claim statement with supporting documents.
- 12 undertake performance review with the Concessionaire at the end of each quarter not later than 10th of the first calendar month of the next quarter as well as the end of each year not later than 10th of the first calendar month of the next year

B. Obligations of the DoHFW

The DoHFW shall:

- 1 set up a state level monitoring cum grievance redressal committee for facilitating implementation of operation and management of the fair price outlet as per agreed terms as well as address issues relating to grievances, if any, reported by the Concessionaire
- 2 oversee implementation of procurement policy as incorporated under Article 4.2c
- 3 review the list of manufacturers every year for necessary changes in consultation with the Concessionaire

- 4 make necessary additions in the list of mandatory list of items as and when required.
- 5 monitor the quality assurances as described under Article 4.2D.
- 6 facilitate undertaking of quality audits from the office of the Director, Drugs Control through its testing laboratory
- 7 monitor compliance of Article 3 by the Concessionaire relating to Performance Security
- 8 ensure presence and participation of designated personnel during quarterly and annual performance review as described under 'A12' of this Article

ARTICLE 6

REPRESENTATIONS AND WARRANTIES, DISCLAIMER

6.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Hospital Authority that:

- I it is duly organised, validly existing and in good standing under the laws of India;
- II it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- III it has the financial standing and capacity to implement the scheme ;
- IV this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- V it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- VI there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may in the aggregate may result in Material Adverse Effect;
- VII it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- VIII it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- IX no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Hospital Authority or to any Government Agency in relation to Clearances

- contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- X no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.

6.2 Representations and Warranties of the Hospital Authority

The Hospital Authority represents and warrants to the Concessionaire that:

- I the Hospital Authority has full power and authority to grant the Concession;
- II the Hospital Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- III this Agreement constitutes Hospital Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- IV there are no suits or other legal proceedings pending or threatened against the Hospital Authority in respect of the Hospital Site or for implementation of this scheme in this hospital.

6.3 Obligation to notify change

- a In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 7

Termination of Agreement

7.1 Causes for Termination

Any of the following events shall constitute an event of default by the Concessionaire entitling the Hospital Authority to terminate this contract:

- a. Failure to commence services in the Hospital within two (2) months of signing the agreement
- b. Over charging from the patients for any of the items and not offering the pre determined discount in violation of the terms of the agreement.
- c. Selling expired or spurious or recycled or a combination of any such products to the customers from the fair price outlet under PPP.
- d. Failure to comply with the statutory requirements, Drugs & Cosmetics Acts, Rules and other applicable norms

- e. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the PSP for operation and management of the fair price outlet.
- f. Engagement of unqualified persons for running of the Services
- g. Use of the allocated space by the PSP for any other purpose other than the approved scheme.
- h. Failure to comply with the terms of the contract relating to the Performance Security to be furnished by the Concessionaire in the form of Bank Guarantee.
- i. Complaints of Stock outs received from the customers also verified by surprise checks in more than three occasions in a month
- j. If the Concessionaire in the judgement of the hospital authorities has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- k. If the Concessionaire has sublet the space to any other Organization for operation and management of the fair price outlet.
- l. Non-payment of rent or any other dues
- m. Non-compliance of 'Information System' as described under Article 4.2E

7.2 Notice/Show Cause and Cure and Termination

- a. Upon occurrence of any of the defaults, the hospital authorities will issue notice of show cause to the fair price outlet.
- b. If the Concessionaire fails to demonstrate to the Hospital Authorities and the DoHFW that the default has been cured or fails to satisfy the Hospital Authorities and the DoHFW, the Hospital Authorities may terminate this Agreement.
- c. The decision of the Hospital Authorities to terminate the agreement shall be final and binding on the Concessionaire.

7.3 Termination due to Change in Law

- a. The Concessionaire shall have the right to terminate the agreement on account of a "Change in Law". For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:
 - I. Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority; or
 - II. The imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Clearance or Applicable Law) in connection with the issuance, renewal or modification of any Clearance after the date of this Agreement; or

- III Any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided nothing contained in this Section 7.3 'a' shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

- b In the event of Change in Law the Concessionaire may propose to DoHFW modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

7.4 Consequences of Termination

- a Upon Termination of this Agreement for any reason whatsoever, the Concessionaire shall remove from the Hospital Site/Fair Price Outlet all equipment, furnishing & refurbishing, stocks installed by it in the Fair Price Outlet. In doing so however, it shall refrain from damaging the Hospital Site/Fair Price Outlet in any manner whatsoever.
- b The Hospital Authorities shall have the power and authority to:
 - I enter upon and take possession and control of the Hospital Site and the Fair Price Outlet;
 - II prohibit the Concessionaire and any Person claiming through or under the Concessionaire from entering upon/dealing with the Hospital Site/Fair Price Outlet;

ARTICLE 8

DISPUTE RESOLUTION

8.1 Amicable Resolution

- a Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations failing which they shall attempt at dispute resolution with the intervention of the Monitoring cum Grievance Redressal Committee of the DoHFW, GoWB.

8.2 Arbitration

- a Except for a dispute in connection with Termination, in which respect the decision of Hospital Authority shall be final, any dispute between the Parties arising out of or relating to this Agreement which cannot be resolved through good faith

negotiations shall be finally settled by arbitration in accordance with the provision of the Arbitration Act

ARTICLE 9

MISCELLANEOUS

9.1 Validity

This Agreement shall be initially valid for a period of four (4) years from the date of signing, subject to renewal for another four (4) years on satisfactory consecutive annual performance review reports during the initial contract period.

9.2 Handback of Hospital Site

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Concessionaire shall hand back vacant and peaceful possession of the Hospital Site to the Hospital site free of cost and in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Concessionaire shall also return all the equipment taken from the government, if any, in working condition subject to normal wear and tear.

9.3 Assignment and Charges

- a The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Hroject Site. Subject to sub-Articles (b) and (c) herein below, the Concessionaire shall not assign this Agreement or the rights, benefits and obligations hereunder save and except with prior written consent of the Hospital Authority.
- b Except as provided in this provision, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of the Hospital Authority, who shall be entitled to decline without assigning any reason whatsoever. Restraint set forth hereinabove shall not apply to:
 - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) over the equipments and facilities installed by the Concessionaire, in the ordinary course of business of the Concessionaire;
 - (ii) pledges/hypothecation of stocks/assets other than Hospital Site and the immoveable premises comprised in the Fair Price Outlet, as security for indebtedness, in favour of the lenders and working capital providers for the implementation of the scheme;
 - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the Project, as security for financial assistance provided by them.

- c The Hospital Authority shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

9.3 Indemnity

The Concessionaire shall indemnify, defend and hold the Hospital Authority and the DoHFW harmless against any and all proceedings, actions and third party claims arising out of a breach by Concessionaire of any of its obligations under this Agreement.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at West Bengal, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.5 Redressal of Public Grievances

The Concessionaire shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Fair Price Outlet.

9.6 Supersession & Order of Priority

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence or understandings in respect of the Project.

Without prejudicing the aforesaid, the Parties hereby agree that in case of any inconsistency between the provisions of this Agreement and the Scheme, the provisions of the Scheme shall prevail.

9.7 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

9.8 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery or by Speed Post, or by recognised national / international courier or by email with scanned document or by facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Hospital Authority and the DoHFW

_____ (name and designation of the person)

_____ (address)

Fax No. _____

Email:

If to the Concessionaire

_____ (name and designation of the person)

_____ (address)

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by Speed Post or by recognized national / international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

9.9 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

9.10 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

IN WITNESS WHEREOF the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED
by the

The MSVP / Superintendent of
_____ **Hospital, -----**

on behalf of the Department of
Health and Family Welfare,
Government of West Bengal.

SIGNED SEALED AND DELIVERED

by the Authorized Representative
of the Concessionaire at

Name and Designation of the
person:

Name of the Organisation:

Witness:

1. _____

2. _____

Schedule 1

List of items for stocking and selling

Category of products

A. Medicines under mandatory list for stocking and selling in Generic Form (142 items)

Sl No.	
1	Aceclofenac Gel 30gms
2	Adrenaline Tartrate IP eq. to adrenaline 1 mg /ml; 01 ml in each
3	Albendazole Tab 400 mg
4	Albendazole Susp 200 mg/5ml
5	Aluminium + Mg Hydroxide Tab
6	Amikacin 250 mg Inj Vial
7	Amikacin 500 mg Inj Vial
8	Aminophylline Inj 250 mg/2ml
9	Amlodipine 5 mg Tab
10	Amoxicillin Caps - Amoxicillin Trihydrate IP eq. to Amoxicillin 250 mg
11	Amoxicillin Caps - Amoxicillin Trihydrate IP eq. to Amoxicillin 500 mg
12	Amoxicillin + Clavulanic Acid 1.2 mg Vial
13	Amoxicillin + Clavulanic Acid 625 mg Tabs
14	Ampicillin Caps - Ampicillin Trihydrate IP eq. to Ampicillin 500 mg
15	Ampicillin + Cloxacillin Caps
16	Ampicillin Injection - Ampicillin Sodium IP eq. to Ampicillin anhydrous 500mg / Vial
17	Anti D Immunoglobulin - Inj Polyclonal Human Anti RhD Immunoglobulin 100mg, 300mg
18	Inj Atropine, IP - Atropine IP 600ug /ml; 01 ml in each ampoule
19	Atrovastatin 10 mg Tab
20	Atrovastatin 20 mg Tab
21	Azithromycin 250 mg Tabs
22	Azithromycin 500 mg Tabs
23	Azithromycin Susp (20 mg / 5ml)
24	Betamethasone sod. Phosphate Inj, I.P - Betamethasone 4mg per 1 ml in 1ml ampoule
25	Bupivacaine Inj - 0.25% IP; 20 ml in each vial
26	Bupivacaine Inj - 0.5% IP; 20 ml in each vial
27	Calcium Carbonate 500 mg & Vit D3 Tab
28	Calcium Carbonate 250 mg & Vit D3 125 IU Syrup
29	Calcium Gluconate Inj, 1gm, I.V.-10ml amp containing 10% calcium gluconate
30	Cefadroxil Tab 500 mg
31	Ceftriaxone 250 mg Inj Vial
32	Ceftriaxone 500 mg Inj Vial
33	Ceftriaxone 1000 mg + Sulbactam 500 mg Inj; Vial

34	Ceftriaxone 500 mg + Sulbactam 250 mg Inj Vial
35	Cefoperazone Sodium 1 gm Inj Vial
36	Cefoperazone + Sulbactam 1gm Vial
37	Cefoperazone + Sulbactam 2gm Vial
38	Ciprofloxacin Iv Inj (2 mg / Ml) 100 ml
39	Ciprofloxacin Tab 250 mg
40	Cefotaxime Inj- Cefotaxime Sodium IP 500 mg per Vial
41	Cefotaxime Inj - Cefotaxime Sodium IP 1 gm per Vial
42	Cetirizine Tab 10 mg
43	Cloxacillin Inj -Cloxacillin Sodium IP eq. to cloxacillin 500mg /vial
44	Compound Sodium Lactate IV Injection IP (Ringers Lactate) – 500 ml
45	Cough Syrup - C P M 2.5 mg, Alum Chloride 135 mg + Sod Cit 57 mg + Menthol 0.9 mg 100 ml
46	Dexamethasone injection IP, 4mg/ml
47	Dextrose IV injection, I.P- Dextrose anhydrous 5% of w/v, 500 ml in each plastic bottle
48	Dextrose in hyperbaric (with Bupivacine) injection for spinal anaesthesia
49	Di-sodium Hydrogen Citrate Syrup 100 ml
50	Domperidone Tab 10 mg
51	Diazepam Inj, IP-10mg in 2ml ampoule
52	Diazepam Tab – Diazepam IP 5 mg
53	Diclofenac Inj, 25 mg in 3 ml
54	Diclofenac Sodium Tab 50 mg
55	Dopamine Inj - Dopamine Hydrochloride USP 40 mg/ml; 1 ml
56	Dopamine Inj - Dopamine Hydrochloride USP 200 mg/ 5 ml; 05 ml in each vial
57	Doxycycline Cap- Doxycycline Hydrochloride IP eq. to Doxycycline 100 mg
58	Dicyclomine tab-500 mg
59	Digoxin Tab– Digoxin IP 0.25 mg
60	Drotavarine Tab 500 mg
61	Enalapril 5 mg Tab
62	Etophylline B Plus, Anhydrous Theophylline IP Combination Inj. Entofyllin BP 84.7 mg/ml & Theophylline anhydrous, 25.3 mg/ml;02 ml in each.
63	Frusemide Tab – Frusemide IP 40 mg
64	Frusemide Inj – Frusemide 10 mg/ML 2ml
65	Folic Acid Tab IP 5 mg
66	Folic Acid Tab 400 mcg
67	Glimperide 1 mg Tab
68	Glimperide 2 mg Tab
69	Glucose + Normal Saline (ns) 500 ml
70	Gentamicin Inj - Gentamicin sulphate IP eq. to Gentamicin 40mg/ml; 2 ml in each Vial
71	Halothane IP, containing 0.01% w/w thymol IP; 200 ml in each bottles
72	Hydroxyethyl starch 6% Hydroxyethyl starch 130/04, 6% saline solution for infusion
73	Hyoscine Inj. Butyl Bromide 20 mg in 1 ml ampoule
74	Hyoscine Butyl Bromide 500 mg Tab
75	Iron Folic Acid Tab - Dried Ferrous Sulphate IP eq. to Ferrous Iron 100mg & Folic Acid IP 0.5 mg as enteric coated tablets
76	Ibuprofen 400 mg Tabs

77	Ibuprofen 200 mg Tabs
78	Ketamine Inj, Ketamine Hydrochloride inj. Eq to Ketamine hydrochloride base 10 mg / ml;
79	Labetalol Inj, 20 mg in 2 ml ampoule
80	Labetalol Tab 100 mg
81	Lignocaine Hydrochloride Inj IP 2 % w/v; 30 ml in each vial for local anaesthesia
82	Lignocaine Hydrochloride Inj IP 5% w/v;
83	Levofloxacin 500 mg Tab
84	Losartan Potassium 50 mg TAB
85	Losartan 50 mg + H Ch. Thiazide 12.5 mg Tab
86	Magnesium Sulphate Inj- Magnesium Sulphate IP 50% w/v; 10 ml vials, containing 5.0 gm in total volume
87	Methylethergometrine Inj –Methylethergometrine maleate IP, 0.2 mg/ ml; 01 ml in each ampoule
88	Metronidazole Tab – Metronidazole IP 400 mg
89	Metronidazole Inj- Metronidazole IP 5 mg /ml : 100 ml in each bottle
90	Metronidazole Susp 200 mg/ 5 ml
91	Mannitol 20 % 100 ml
92	Menadione injection (Vitamin K3) - Menadione USP 10 mg / ml; 01 ml in each ampoule
93	Menadione Sod sulphite 5 mg Tab
94	Meropenem 1gm Inj Vial
95	Metformin Hcl 1000 mg Tab
96	Metformin Hcl 500 mg Tab
97	Metoclopramide Inj 2 ml
98	Metoclopramide Tab 10 mg
99	Methyldopa Tab eq. to Methyldopa anhydrous 250 mg
100	Misoprostol Tab – Misoprostol IP 200 mcg oral / vaginal
101	Nifedipine Cap, Nifedipine IP, 5 mg soft gelatine Capsule
102	Nifedipine Tab, Nifedipine IP, 10mg
103	Nitrofurantoin Tab – IP 100 mg
104	Oxytocin Inj - Oxytocin IP 5.0 I.U /ml, 1ml
105	Oxytocin Inj - Oxytocin IP 10.0 I.U /ml, 1 amp
106	Ofloxacin 250 mg + Ornidazole 500 mg Tab
107	Omeprazole 20 mg + Domperidone 10 mg Cap
108	ORS 21 Gm (WHO) 21 gm
109	Ondansetran ing 2 mg/ml
110	Pantoprazole 20 mg Tab
111	Pantoprazole 40 mg Tab
112	Paracetamol 500 mg Tabs
113	Paracetamol Syrup 125 mg / 5ml
114	Paracetamol Syrup 250 mg / 5ml
115	Povidine Iodine Solution 100 ml
116	Povidone Iodine Solution 500 ml
117	Povidone Iodine Ointment 5%w/w 15gm in each tube
118	Povidone Iodine Ointment, 5% w/w; 250 gm in each tube
119	Pentazocine Lactate inj, IP, Pentazocine Lactate eq to Pentazocine 30 mg/ml, 1 ml in each amp.
120	Potassium Chloride Inj, 150 mg/ml

121	Promethazine inj, I.P Promethazine Hydrochloride 25 mg/ ml; 2ml in each ample
122	Phenobarbitone inj IP 200 mg
123	Phenytoin inj BP 50 mg per ml
124	Rabiprazole 20 mg+ Domperidone Sr 30 mg Cap
125	Ranitidine 300 mg Tab
126	Ranitidine Inj 15 mg per 2ml
127	Ringer Lactate (rl) 500 ml
128	Salbutamol Tab– Salbutamol Sulphate IP eq. to Salbutamol 4 mg
129	Silver Sulphadiazine Cream 1% W/w 20gm
130	Sodium Bicarbonate, IV Injection - Sodium Bicarbonate IP 7.5% w/v; 10 ml in each ampoule
131	Sodium Bicarbonate, liquid - 100 ml
132	Sodium Chloride Inj. in IP
133	Sterile water Inj IP
134	Tramadol 100 mg Inj 2ml
135	Tramadol 50 mg Tab
136	Tramadol 50mg Inj 1ml
137	Theophylline 200 mg Tab
138	Thiopentone Inj, Thiopentone 500 mg and sodium carbonate (anhydrous)
139	Toxoid (Adsorbed) Inj 0.5 ml/dose
140	Tab / Cap, Multivitamin (Vitamin B complex, Vitamin C, Vitamin A, Vitamin D3, Vitamin E)
141	Vitamin B Complex With Vitamin C Caps
142	Vecuronium Bromide Inj, Vecuronium Bromide USP 4 mg per ampoule

It is to be noted that more number of formulations may be added in the above list of 142 items for stocking and selling in Generic Form as and when required.

B. Products under JSSK

Medicines/Formulations listed under the guidelines of Janani Sishu Suraksha Karyakram (JSSK) and not included, if any, in the above list of medicines.

C. Oncology Products (Anti Cancer Medicines)

Carcino-Chemotherapeutic Drugs not included, if any, in the above mandatory list of **142** items

D. Consumables/Surgical/Disposables/Dressing Materials

1	Catheter Plain Rubber
2	Absorbent Cotton, IP – 100 g /roll
3	Absorbent Cotton IP – 1 Kg / roll
4	Absorbent Gauze
5	Adhesive Plaster
6	Blood Transfusion Set
7	Catgut
8	Cotton Bandage – Each Bandage of 7.6 cm X 1 m
9	Crepe Bandage

10	Disposable Cord Clamp
11	Disposable examination Gloves latex free size, 6.0, 6.5, 7.0
12	Disposable Mask
13	Disposable Syringes
14	Foleys catheter, 16 No BIS, self retaining catheter
15	Hypodermic Needle for single use BP/BIS, Gauze 23 and 22
16	Hypodermic Syringe for single use BP/BIS, 5ml,10ml,20ml
17	Infusion Equipment BIS, IV set with hypodermic needle, 21 G of 1.5 inch length
18	IV Cannulla (Adult)
19	IV Canulla (child)
20	k-90, Plain Catheter
21	Medicated Soap
22	Mersilk No.2-0, 1-0 on cutting needle
23	Mucus Sucker
24	Paediatric Infusion Set
25	Plaster of Paris Bandage
26	Plastic Test Tube with cap
27	Polyglycolic acid, braided, coated and absorbable, No. 1 on 1/2 Circle round body needle
28	Roller Bandage
29	Ryles Tube
30	Scalp Vein Infusion Set
31	Spinal Needle Disposable adult as per BIS, 23 Gauze (70-90mm without hub)
32	Sponges
33	Suction Tube
34	Surgical gloves sterile BIS size 7.5
35	Surgical Spirit, BP 500 ml in each bottle
36	Surgical Tape
37	Twin Bore Nasal Oxygen set
38	Ureteric Catheter
39	Urobag
	<i>Other essential items not covered in the above list</i>

E. Orthopaedic Appliances/Devices/Implants
Orthopaedic supportive, dressings, crape bandages, plaster etc. Appliances/devices/implants (for Medical Colleges & Hospitals, District Hospitals and other Hospitals where such items are required)
F. Cardiac Implants (for Medical Colleges & Hospitals and any other hospitals where such services are undertaken at present)
Cardiac Stents
Drug eluding Stents
Pace makers of different models, parameters, single chamber/dual chamber, programmable/multiprogrammable
<i>Other essential items not covered in the above list</i>

G. Immunological Drugs

H. Miscellaneous items under regular usage category
--

I. In addition to the above mandatory list, the fair price outlet may stock and sell branded medicines for items other than the list of 142 mandatory items of medicines under Generic Form.

J. The fair price outlet will also be permitted to stock and sell the following items:

- ✚ Health Drinks/ Nutritional Supplements
- ✚ Baby products --- Baby powder, soap, cream, shampoo, lotion, oil (except baby and infant food)
- ✚ Sanitary Napkins

Schedule 2

Possession Certificate

Whereas it has been decided by the Government of West Bengal vide Order No. _____ dated _____ that fair price outlet would be set up in the _____ Hospital of ----- district under Public Private Partnerships by----- of----- (Private Partner) for round the clock availability of quality medicines, consumables, implants etc a in accordance with the Agreement executed on ----- between the aforesaid Private Partner and the _____ of the DoHFW;

Whereas in terms of the aforesaid Government Order and the Agreement executed, the Hospital Authorities is required to provide adequate space as per the Drugs and Cosmetics Acts and laws in the above mentioned -----
- Hospital of----- to the above private partner to set up the fair price outlet;

Whereas the cover space in total area of -----square feet as indicated in the enclosed site map, within the premises of ----- Hospital has been identified as the project site in respect of the fair price outlet referred to above.

Now in keeping with the decision of the Government and the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to ----- (Private Partner) on the following terms and conditions:

The ownership of the hospital site remains with the Government of West Bengal and the private partner shall have only occupancy right to this site on payment of rent for operating fair price outlet till such date as per the agreement executed between _____, DoHFW and the Private Partner

No encumbrance of any nature shall be created in the hospital site.

The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.

The occupant shall not sell, transfer or rent out this project site or its part for any purpose whatsoever and the entire site will be used exclusively for fair price out by the Private Partner in terms of the agreement with the _____ of DoHFW.

The occupant shall in respect to the said hospital site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with _____ of DoHFW.

The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 4 (Four) years whichever is earlier.

Date :
Place :

(Signature)

MSVP/Superintendent
_____ **Hospital**

Department of Health & Family Welfare

Place:_____

Received the possession of the above mentioned project site on this day of-----
----- of -----and solemnly declare that I shall abide by all the
terms and conditions of the agreement as well as the terms mentioned in this
certificate.

Date :
Place :

**(Signature of Private Sector
Partner)**

Name of the Organization:

Address

