



GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
PPP Cell
SWASTHYA BHAWAN, SALT LAKE, KOLKATA-700091

Memo no. HF/PPP/13/2017/919

Date: 16.05.2018

REQUEST FOR PROPOSAL FROM ELIGIBLE ORGANISATIONS FOR ESTABLISHMENT OF FAIR PRICE OUTLETS FOR MEDICINES AND CONSUMABLES etc. AT KALIAGUNJ SGH, KOTSHILA RH and BEDRABAD RH THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) –Second Call of Tender Reference No PPP/NIT/14/2017, PPP/NIT/15/2017 and PPP/NIT/16/2017 dated 01.12.2017

The document containing the scheme and the eligibility criteria of the applicants may be obtained from the web site www.wbhealth.gov.in under the option 'TENDER' & <https://wbtenders.gov.in>

Interested Organizations may attend a Pre-BID meeting to be held on 25th May, 2018 at 1st Floor, Conference Room, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 91.

The last date of receipt of EoI in the prescribed format online provided in the document for the scheme is 23rd June 2018 till 5.00 pm.

Sd/-

Deputy Secretary
PPP Cell
DoHFW GoWB

NOTICE INVITING e-TENDER

The H&FW Department, (PPP Cell),

Department of Health & Family Welfare, Government of West Bengal.

The Department of Health & Family Welfare Department, Government of West Bengal, invites e-tender for the Selection of Private Partner for establishment of Fair Price Medicine Shops at Government Hospitals under Public Private Partnerships (PPP) as detailed in the table below.

(Submission of Bid only through online)

SCHEME:

Sl. No	Name of the work	Price of Technical & Financial Bid documents and other annexures (Rs.)	Period of Completion	Name of the Concerned Department	Eligibility of Contractor
1.	<p>Selection of Private Partner for establishment of Fair Price Medicine Shops at Government Hospitals under Public Private Partnerships (PPP) for :</p> <p><i>Name of the Hospitals with name of facility where FPMS will be established are mentioned in 1.1 below</i></p>	NIL	1461 days from the date of signing the agreement.	PPP Cell Department of Health & Family Welfare, Government of West Bengal	The Organization (Limited Company / Private Limited Company/ Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of West Bengal / Government of India or under Companies Act, and having the minimum qualifying criteria as mentioned in 1 below

Table 1.1 NAME OF HEALTH FACILITIES FOR ESTABLISHMENT OF Fair Price Medicine Shop
(Second call)

Sl No	Name of Hospital	NIT No for Second call	Reference to Second Call of NIT No
1	Kaliagung SGH,Uttar Dinajpur	PPP/NIT/16/2018	PPP/NIT/14/2017
2	Kotshila RH,Purulia	PPP/NIT/17/2018	PPP/NIT/15/2017
3	Bedrabad RH,Malda	PPP/NIT/18/2018	PPP/NIT/16/2017

I. ELIGIBILITY CRITERIA OF THE ORGANIZATION FOR SUBMISSION OF APPLICATION

The eligibility criteria for application of intending organizations for consideration of selection of the Organization for operation and management of the Hospital under PPP are provided as under:

1. The applicant shall have a minimum of three years experience in managing a Retail Chemist Outlet **or** as a Wholesaler/Distributor in the pharmaceutical trade in the State of West Bengal. Organizations operating in West Bengal and registered under The Societies Registration Act/The Indian Trust Act and engaged in activities in the pharmaceutical sector (medicines etc) will also be eligible for submitting application.
2. The Organization must be holding valid license issued under the provisions of the Drugs & Cosmetics Act as on the date of submission of the application
3. The Organization has not been convicted by any appropriate authority and / or the Central/State drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter (Declaration duly Notarized shall be submitted by the applicant along with the application) .
4. The Organization should have a minimum sales turnover in aggregate of last two financial years ending March 2017 as follows :

a. *For organizations with existing Retail Chemist Outlet*

The sales turnover of the organization must not be below Rs. Fifty Lakhs (50 Lakhs) in aggregate of the last two financial years ending March 2017 (copy of audited Balance Sheet , Income & Expenditure and P/L accounts are required to be submitted by the applicant)

b. *For other organization (existing wholesaler/Distributor of pharmaceutical trade)*

The sales turnover of the Organization must not be below Rs. One Hundred and Fifty Crores (1.5 crore) in aggregate of the last two financial years ending March 2017.

II. INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering: Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> (the web portal of West Bengal Tenders maintained by

NIC). The organization / agencies is required to click on the link for e-Tendering site as given on the web portal.

B. Digital Signature certificate (DSC): Each organization/ agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

The organization / agencies can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website using the Digital Signature Certificate.

This is the only mode of collection of Tender Documents.

C. Earnest Money Deposit (EMD) : The EMD of Rs 15000/- (Rs Fifteen thousand) only by way of Demand Draft / Pay Order from a scheduled Bank must accompany with application (Offline Technical BID document).

C. 1. The Demand Draft / Pay Order should be made in favour of Executive Director, "West Bengal State Health and Family Welfare Samiti". payable at Kolkata. Scan copy of the EMD is to be uploaded in the web portal of (<https://wbtenders.gov.in>).

C.2. In addition to e- submission **hard copies of Technical bid needs to be submitted by hand in sealed cover.** The application is to be submitted in the prescribed format containing general and technical information along with copy of documents to be submitted as per Annexure-II and the Demand Draft/Pay Order by way of EMD. This application is to be sealed and superscribed:

{ “Application for establishment of fair price outlet at [insert Name of the facility/ Hospital] from [insert Name of the participating organisation name] }
{ (“General and Technical Information with EMD No- [insert No& Date with Bank Name]) }

The Address for Submission of Technical Bid in Offline Mode:

Secretary (PPP Cell)
Department of Health & Family Welfare, GoWB
4th Floor, Wing – B, Swasthya Bhawan
Salt Lake, Sector- V, GN- 29
Kolkata- 700091

C.3. The EMD of the selected applicant will be returned through ECS/directly upon the applicant’s executing the contract and furnishing Performance Security. Unsuccessful applicants’ EMD will be returned through ECS/directly within 90 days after the successful completion of the Bidding process. The EMD may be forfeited if the applicant withdraws its BID during the period of BID validity.

C.4. The EMD of the selected applicants may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions and/or fails to furnish Performance Security as per the terms and conditions.

D. Submission of Tenders: Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B as BOQ) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed.

The bidders are advised to submit the bids well in advance of the deadline as the PPP Cell, Health & Family Welfare Department, West Bengal will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.

D.1. Technical Proposal: “Bid-A-Technical Bid”

The Technical proposal should contain the following documents in PDF format named as “ Bid-A-**Technical Bid** ”: (All Annexure to be properly filled, scanned in readable format, digitally signed and uploaded as mentioned)

Annexure I: Covering Letter.

Annexure II: Duly filled in “**Application Format**” for the Organizations intending to apply for the scheme

Annexure-III- Declaration duly Notarized stating: ‘**This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws**’

Annexure-IV- Format of undertaking regarding compliance with terms of scheme

Annexure-V- Checklist of documents submitted with the Technical Bid

✓ **General Documents:**

- i. Copy of Registration Details of the Organization
- ii. Memorandum & Article of Association (if applicable)
- iii. Copy of the partnership deed if it is a a partnership firm
- iv. Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2017
- v. Copies of all relevant licenses

D.2. Financial Bid Submission “ Bid-B-Financial Bid ”:

- i. Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).
- ii. The Concession Fee as Percentage Discount on MRP shall be quoted separately for each of the facility as per format in financial bid as specified in financial bid document.
- iii. It is to be noted that, the rate quoted in the BOQ shall be treated as final.

E. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and H&FW Department shall be in English.

F. Clarifications and queries; addenda

1. If the Bidder requires any clarification on the Tender Documents, it may notify the Department in writing, provided that all queries or clarification requests should be received on or before the date and time mentioned in the Tender Notice.
2. H&FW Department will endeavour to respond to any request for clarification or modification of the Tender Documents that it receives, no later than the date specified in the Tender Notice. The responses to such queries shall be sent by email to all the bidders. The State Nodal Agency's written responses (including an explanation of the query but not identification of its source) will be made available to all Bidders.
3. Notwithstanding the above clause the H&FW Department reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring H&FW Department to respond to any query or to provide any clarification.
4. H&FW Department, may on its own motion, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by H&FW Department shall be issued at least 4 days prior to the Bid Due Date.
5. Verbal clarifications and information given by the H&FW Department, or any other person for or on its behalf shall not, in any way or manner whatsoever
6. Be binding on the H&FW Department.
7. In evaluating the Financial Bids, H&FW Department may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to H&FW Department within the time specified by H&FW Department for this purpose.
8. If a Bidder does not provide clarifications sought by H&FW Department within the prescribed time, H&FW Department may elect to reject its Bid. In the event that H&FW Department elects not to reject the Bid, H&FW Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation made by the State Nodal Agency of the Health & family Welfare Department.
9. No change in the Premium quoted (% discounts offered on MRP) or any change to substance of any Bid shall be sought, offered or permitted.

G. Amendment of Tender Documents

1. Up until the date that is 4 days prior to the Bid Due Date, H&FW Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder in writing amend the Tender Documents by issuing an Addendum/Corrigendum. The Addendum/Corrigendum shall be in writing and shall be uploaded on the relevant website.
2. Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/ Corrigendum. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.
3. In order to afford the Bidders reasonable time in which to take the Addendum/Corrigendum into account in preparing the Bid, H&FW Department may, at its discretion, extend the Bid Due Date, in which case, H&FW Department will notify the same where the tender has been published.

4. Any oral statements made by H&FW Department or its advisors regarding the quality of services to be provided or arrangements on any other matter shall not be considered as amending the Tender Documents.

H. No Correspondence

Same as provided in these Tender Documents, H&FW Department will not entertain any correspondence with the Bidders.

I. Validity of Bids

1. The Bid shall remain valid for a period of 180 days (One Eighty Days) from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being non-responsive.
2. In exceptional circumstances, H&FW Department may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing.
3. The financial references made in the Bid shall be Only in Indian Rupees and up to two decimal places.

J. Bidders Responsibility

It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this NIT. In addition the bidder must go through the Terms & Conditions of the bid uploaded in the tender portal. Any failure or omission in the submission of bid documents shall not be considered and may be liable for cancellation.

All the relevant Annexure of both Technical & Financial Bid should be uploaded in E- tender web portal on Organization's Letter head after being duly authenticated as prescribed in the Tender Document.

III. SELECTION OF SUCCESSFUL BIDDER & AWARD OF CONTRACT

Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

1. H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
2. H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

A. In selecting the Successful Bidder, the objectives of H&FW Department is to select a Bidder that:

1. is an Eligible Bidder;
2. has submitted a substantially responsive Financial Bid; and

3. has quoted the Highest discount on printed MRP of Medicines and Consumables .
- B. All or any of the facility decided by H&FW Department has to be bid to attain administrative efficiency and increasing the competition among bidders. The Distribution/Allocation of the Districts to the eligible bidders will be as follows:**
1. Each bidder may bid for all the Hospital as determined by the Department
 2. The Highest bidder (H-1) for the hospital will be awarded the bid.
 3. If due to some reason, the highest bidder (H1) is not ready to accept the bid, the second highest bidder (H2) will be given the chance to match the rate of the highest bidder and H2 will be awarded the bid if they agree to do so.
 4. If H2 is not ready to match H1, the third highest bidder (H3) among all bidders will have the right to be awarded the bid if they agree to match HI quote and so on.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**.

Award or Selection will be made to the technically successful Bidder offering HI rate (Highest discount on printed MRP of Medicines and Consumables)

Selection of bidder shall be done for each district separately based on financial & technical evaluation criteria.

IV. RIGHTS OF THE DEPARTMENT & CONFIDENTIALITY AND PROPRIETARY DATA

The “Selection Committee” has the right, in its sole discretion and without any liability of whatsoever nature to the Bidders, to:

1. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s)
2. accept the highest or any Bid;
3. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
4. The Tender Documents, and all other documents and information that are provided by H&FW Department are and shall remain the property of H&FW Department and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
5. H&FW Department shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out expressly in these Tender Documents.
6. The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the

Bidding Process or is not a retained professional advisor advising H&FW Department or such Bidder on or matters arising out of or concerning the Bidding Process.

7. Except as stated in these Tender Documents, H&FW Department will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. H&FW Department may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or H&FW Department or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

V. DISQUALIFICATION CRITERIA FOR THE BIDDERS:

1. Canvassing: If the bidder undertakes any canvassing any manner to influence the process of selection of successful bidder or the issuance of the Notification of Award, such bidder shall be disqualified.

2. Misrepresentation by the Bidder: The “Selection Committee” reserves the right to reject any bid if:

- i. At any time, a material misrepresentation is made by the bidder; or
- ii. The bidder does not provide, within the time specified by the Selection Committee, the supplemental information sought by the Department for evaluation of the bid.
- iii. If it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, the Bidder in the opinion of the Department has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the NOA. If the Bidder, has already been issued the NOA or it has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in these Tender Documents, be liable to be terminated, by a communication in writing by the H&FW Department to the Bidder, without the Department being liable in any manner whatsoever to the Bidder.

VI. GOVERNING LAW AND DISPUTE RESOLUTION

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The tender document for this may be downloaded from the website - <https://wbtenders.gov.in> & www.wbhealth.gov.in in the Tender section

The Technical bids will be evaluated by the Selection Committee duly constituted by the **State Government**. Financial bids of only the technically qualified bidders shall be opened. The following schedule will be observed in this regard

TERMS OF REFERENCE

Establishment of Fair Price Medicine Shop at selected Government Hospitals through PPP

Name of State General Hospital and Rural Hospital for establishment of Fair Price Medicine Shops through PPP

Sl No	Name of Hospital	NIT No for Second call	Reference to Second Call of NIT No	Second Call of Tender ID No
1	Kaliagung SGH,Uttar Dinajpur	PPP/NIT/16/2018	PPP/NIT/14/2017	2017_HFW_140760_1
2	Kotshila RH,Purulia	PPP/NIT/17/2018	PPP/NIT/15/2017	2017_HFW_140767_1
3	Bedrabad RH,Malda	PPP/NIT/18/2018	PPP/NIT/16/2017	2017_HFW_140739_1

Fact Sheet

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	21.05.2018 11:00am
2.	Pre Bid Meeting, Swasthya Bhawan Conference Hall, 1 st Floor –A Wing Swasthya Bhawan Salt Lake	25.05.2018 02:00 pm
3.	Last date of receipt of any query by the private partner related to tender documents.	28.05.2018 05:00 pm
4.	Date of incorporation of amendment if any	30.05.2018 10:00am
5.	Bid submission start date (On line)	01.06.2018 10:00am
6.	Bid Submission closing (On line)	23.06.2018 05:00PM
7.	Last date of submission of hard copies for Technical Bids	25.06.2018 05.00 PM
8.	Bid opening date for Technical Proposals (Online)	27.06.2018 11:00 am
9.	Date for opening of Financial Proposal (Online)	To be announced later

The Department of Health & Family Welfare , Government of West Bengal, invites e-tender for the Selection of Private Partner for establishment of Fair Price Medicine Shops at Government

Hospitals under Public Private Partnerships (PPP), relating to this e tendering some instructions may be followed by the organisations:

- 1) Please read this scheme document carefully before submission of the application.
- 2) Complete sets of tender documents will be available for free download by interested bidders from web portal of (<https://wbtenders.gov.in>) & from the State Government website mentioned above.
- 3) It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.
- 4) The bidders are advised to submit the bids well in advance of the deadline as the PPP Cell, Health & Family Welfare Department, West Bengal shall be not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.
- 5) Bids can be submitted through the website of (<https://wbtenders.gov.in>). The organisations are requested to upload readable quality pdf. file so that it could be convenient to examine for evaluation process.
- 6) Technical Bid in Technical (Statutory & Non-Statutory) folder and Financial Bid in Financial folder both duly digitally signed are to be submitted concurrently in the website <http://wbtenders.gov.in>.
- 7) The Technical documents and Financial Bid should be submitted online on or before **as per fact sheet**.
- 8) The Financial Bid of the prospective Bidder will be considered only if the Technical Documents (Statutory & Non-Statutory) found qualified by the Tender Selection Committee. The decision of the Tender Selection Committee will be the final and absolute in this respect. The list of the qualified Bidders will be displayed in the website and schedule date & time for opening of Financial Bid also be displayed in the website.
- 9) **Cost of Earnest Money:** The earnest money is to be deposited in the prescribed time. The onus of proving that a bidder is exempted from Earnest Money will lie on the bidder and must be proved by submission of valid documents. The earnest money of the bidder will liable to be forfeited if the bidder withdraws his tender as a whole or for any particular item or items at any stage after the opening of the tender, or fails / refuses to enter into written agreement for any of all of the items of his accepted tender within the time specified when requested to do so/fails to furnish Performance Bank Guarantee within the stipulated time.
- 10) Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).
- 11) The last date for submission of application (hard copy) is the next working day of the closing of e submission till 5 p.m.
- 12) If any of the documents as asked for are not submitted along with the application, the application form submitted by the applicant may be rejected.
- 13) Interested Organization may attend Pre-BID meeting as mentioned **in Fact sheet**.
- 14) Interested Organizations desiring to undertake physical inspection of the Hospital before submission of the EoI as well as for any clarification, if required, relating to filling of **application may contact over Phone no 2333-0609 and 233-0611 between Monday and Friday (10.30am – 5.00pm)**

Glossary

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the Tender Documents shall have the meanings ascribed to it in the Main Contract.

FPMS	Fair Price Medicine Shops
BID	Means each proposal submitted by a Bidder, including a Financial Bid, to be eligible for and to be awarded the Contract; and Bids shall mean, collectively, the Bids submitted by the Bidders.
Bid Due Date	Means the last date for submission of the Bids as specified in the Tender Notice, and as may be amended from time to time.
Bidder	Means a person that submits a Bid in accordance with the Tender Documents; and the term Bidders shall be construed accordingly.
Bidding Process	Means the bidding process that is being followed by the State Nodal Agency for the award of the Contract, the terms of which are set out in these Tender Documents.
Agreement	Means, contract to be signed between the H&FW Department and the selected bidder.
Financial Bid	Means discount percentage offered on MRP value (in rupees) of Medicine, consumables etc. submitted / quoted by the Bidder.
GoI	Means the Government of India.
NOA	Notification of award
OPD	Means out-patient department.
DH	Means District Hospital
SDH	Sub Divisional Hospital
SGH	State General Hospital
RH	Rural Hospital
SSH	Super Speciality Hospital
Rupees or INR	Means Indian Rupees, the lawful currency of the Republic of India.
Service Area	Means the State and districts for which this tender is applicable
Selection Committee (SC)	Committee formed by the H&FW Department for Selection of Partner
Successful Bidder	Means the Eligible Bidder that has been selected by MS Branch, Health & Family Welfare Department, West Bengal.
Tender Documents	Means these tender document issued by MS Branch, Health & Family Welfare Department, West Bengal.
Tender Notice	Shall mean the notice inviting tenders for the implementation of PPP

Scheme under PPP Cell , Health & Family Welfare Department, West Bengal.

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1. Background

- a) Medicines constitute an extremely important and considerably large component of health and medical care services in the government health sector in our state. The Department of Health & Family Welfare (DoHFW), Government of West Bengal (GoWB) spends a sizeable amount of the total health budget for medicines. The budgetary allocation for procurement of medicines showed a significant increase over the previous years to ensure greater availability of generic medicines for free supplies to a large section of patients treated in the government hospitals. However, despite such importance attached to medicines, the DoHFW is still confronted with issues of greater access to good quality of medicines by the people at affordable cost, as well as, an organized supply and delivery system round the clock to cater to the needs of the people at all levels- primary, secondary and tertiary health care facilities across the state.
- b) In the above scenario, patients are dependent, to a large extent, on the private retail pharmacy outlets operating outside the hospitals. Information and reports indicate that these retail outlets have sizeable business volume through the sales of a range of branded medicines at market price to the patients seeking treatment in these government hospitals. The Hospital Authorities have neither any control on the pricing of these brands to make these available at lower than the market price and at affordable cost to the patients of the hospital nor can institute its own monitoring mechanism to check, on an ongoing basis, the quality of the medicines being sold in these outlets.
- c) In order to meet the challenge of improved access to good quality medicines, consumables etc by the patients at large at affordable price round the clock, it was felt necessary to create a

secondary source of supply outlets under PPP to ensure round the clock availability of products at pre approved discounted rates over the MRP, much lower than the market price. Accordingly, the DoHFW has started taking initiatives in the last two years to involve suitable and competent private sector organizations and use their strengths for establishment of round the clock operation of Fair Price Outlet through PPP as an ‘**Add-on-Facility**’ within the government hospitals for the benefit of the patients.

- d) A total of 112 FPMS out of a total of 119 planned have been Operationalised between December 11, 2012 and March31, 2017 in different tiers of hospitals in the State
- e) Subsequent to the process of rolling out of the scheme, it has been felt necessary to establish in certain selected SDH and RH for larger benefit of patients in these areas. Accordingly, the DoHFW has now taken initiative to establish FPMS at Kotshila RH, Purulia, WB, Bedrabad RH Malda and Kaliagunj SGH Uttar Dinajpur.
- f) As with other hospitals, the FPMS in these hospitals will also be known as “Najyamuller Aushadher Dokan” and this will be displayed in each outlet being operated under PPP in regional language

The existing system of procurement and supply of the DoHFW for drugs, surgical equipments and hospital consumables through Central Medical Stores (CMS) approved vendors will continue to operate in these hospitals

2. Purpose of the scheme

The purpose of this scheme is to ensure round the clock availability of quality medicines, consumables, surgical items etc at pre-approved discounted rates over the Maximum Retail Price (MRP) to provide utmost benefits through the FPMS in these hospitals.

3. Products and Services to be delivered

- a. The Private Sector Partner (PSP) selected based on pre defined selection process and operating the fair price retail outlet will mandatorily stock and sell the items provided below under A.
- b. In case of medicines, the fair price outlet shall procure and sell all items under Generic Form as per mandatory list 142 items as well as products under **Janani Sishu Suraksha Karyakram (JSSK)** as described under B **as well as** RSBY/Swasthya Sathi and any other Schemes of the Government as notified from time to time and not included, if any, in the above list of 142 items .
- c. Apart the above mentioned items, the fair price outlet shall be allowed to procure and sell Generic/Branded Generic Medicines for formulations other than the list of mandatory items and products under JSSK as referred above under ‘b’ and RSBY/Swasthya Sathi and any other Schemes of the Government as notified from time to time once this scheme is introduced in the concerned hospital and not included, if any, in the above list of 142 items to meet the requirements of the customers. In addition, if the generic version for any of the above referred mandatory items is not available, such items may be procured and sold under Branded Medicines.
- d. The fair price outlet shall also be required to stock and sell Human Insulin Injection -40IU (10 ml vial) at the prescribed rate for the benefit of the patients suffering from Diabetes.

- e. In addition to the list of mandatory items and items under JSSK, list of other items to be stocked and sold to the customer in all the fair price outlets will comprise of the following:
- Medical Consumables (including consumables listed under JSSK) and surgical items
- f. The fair price outlet shall also be permitted to stock and sell the following items other than those mentioned above:
- Health Drinks/ Nutritional Supplements
 - Baby products --- Baby powder, soap, cream, shampoo, lotion, oil (**except baby and infant food**)
 - Sanitary Napkins
- g. All items items in the FPMS will be sold at pre-approved discounted rates much lower than the MRP as described in the pricing policy of this scheme under Section 7.
- h. The Procurement Policy and quality assurance system that need to be complied by the PSP are provided under Section 6 and Section 8 respectively.
- i. **The PSP shall not stock and sell any of the medicines/items banned under the Notifications issued by the Government of India (GoI).**

A. List of medicines and consumables under mandatory list:

Category of products	
1. Medicines under mandatory list for stocking and selling in Generic Form (142 items)	
Sl No	Items
1	Aceclofenac Tablet 100 mg
2	Adrenaline Tartrate IP eq. to adrenaline 1 mg /ml
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	Amoxycillin 1g+ Clauvulanic Acid 200 mg (1.2 g) Vial
13	Amoxycillin 500 mg + Clauvulanic Acid 125 mg (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	Atorvastatin 10 mg Tab
20	Atorvastatin 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	Ciprofloxacin Eye drop 0.3%
41	Cefotaxime Inj- Cefotaxime Sodium IP 500 mg per Vial
42	Cefotaxime Inj - Cefotaxime Sodium IP 1 gm per Vial
43	Cetirizine Tab 10 mg
44	Cloxacillin Inj -Cloxacillin Sodium IP eq. to cloxacillin 500mg /vial
45	Compound Sodium Lactate IV Injection IP (Ringers Lactate) – 500 ml
46	Cough Syrup -C P M 2.5 mg, Alum Chloride 135 mg + Sod Cit 57 mg+Menthol 0.9 mg 100 ml
47	Dexamethasone injection IP, 4mg/ml
48	Dextrose IV injection, I.P- Dextrose anhydrous 5% of w/v, 500 ml in each plastic bottle
49	Dextrose in hyperbaric (with Bupivacaine) injection for spinal anaesthesia
50	Di-sodium Hydrogen Citrate Syrup 100 ml

51	Domperidone Tab 10 mg
52	Diazepam Inj, IP-10mg in 2ml ampoule
53	Diazepam Tab – Diazepam IP 5 mg
54	Diclofenac Inj, 25 mg in 3 ml
55	Diclofenac Sodium Tab 50 mg
56	Dopamine Inj - Dopamine Hydrochloride USP 40 mg/ml; 1 ml
57	Dopamine Inj - Dopamine Hydrochloride USP 200 mg/ 5 ml; 05 ml in each vial
58	Doxycycline Cap- Doxycycline Hydrochloride IP eq. to Doxycycline 100 mg
59	Dicyclomine tab-500 mg
60	Digoxin Tab– Digoxin IP 0.25 mg
61	Drotavarine Tab 40 mg
62	Enalapril 5 mg Tab
63	Etofylline BP Plus, Anhydrous Theophylline IP Combination Inj. Etofylline BP 84.7 mg/ml & Theophylline anhydrous, 25.3 mg/ml; 02 ml in each ml.
64	Frusemide Tab – Frusemide IP 40 mg
65	Frusemide Inj – Frusemide 10 mg/ML 2ml
66	Folic Acid Tab IP 5 mg
67	Glyceryl Trinitrate 0.5 mg Tab / 2.6 mg Tab
68	Glimepiride 1 mg Tab
69	Glimepiride 2 mg Tab
70	Glucose + Normal Saline (ns) 500 ml
71	Gentamicin Inj - Gentamicin sulphate IP eq. to Gentamicin 40mg/ml; 2 ml in each Vial
72	Halothane IP, containing 0.01% w/w thymol IP; 200 ml in each bottles
73	Hydroxyethyl starch 6% Hydroxyethyl starch 130/04, 6% saline solution for infusion
74	Hyoscine Inj. Butyl Bromide 20 mg in 1 ml ampoule
75	Hyoscine Butyl Bromide 500 mg Tab
76	Iron Folic Acid Tab - Dried Ferrous Sulphate IP eq. to Ferrous Iron 100mg & Folic Acid IP 0.5 mg as enteric coated tablets
77	Ibuprofen 400 mg Tabs
78	Ibuprofen 200 mg Tabs
79	Ketamine Inj, Ketamine Hydrochloride inj. Eq to Ketamine hydrochloride base 10 mg / ml;
80	Labetalol Inj, 20 mg in 2 ml ampoule
81	Labetalol Tab 100 mg
82	Lignocaine Hydrochloride Inj IP 2 % w/v; 30 ml in each vial for local anaesthesia
83	Lignocaine Hydrochloride Inj IP 5% w/v;
84	Levofloxacin 500 mg Tab
85	Losartan Potassium 50 mg TAB
86	Losartan 50 mg + Hydrochlorothiazide 12.5 mg Tab
87	Magnesium Sulphate Inj- Magnesium Sulphate IP 50% w/v; 10 ml vials, containing 5.0 gm in total volume
88	Methylergometrine Inj –Methylergometrine maleate IP, 0.2 mg/ ml; 01 ml in each ampoule

89	Metronidazole Tab – Metronidazole IP 400 mg
90	Metronidazole Inj- Metronidazole IP 5 mg /ml : 100 ml in each bottle
91	Metronidazole Susp 200 mg/ 5 ml
92	Mannitol 20 % 100 ml
93	Menadione injection (Vitamin K3) - Menadione USP 10 mg / ml; 01 ml in each ampoule
94	Miconazole Cream/Gel 15gm/20gm
95	Meropenem 1gm Inj Vial
96	Metformin Hcl 1000 mg Tab
97	Metformin Hcl 500 mg Tab
98	Metoclopramide Inj 2 ml
99	Metoclopramide Tab 10 mg
100	Methyldopa Tab eq. to Methyldopa anhydrous 250 mg
101	Misoprostol Tab – Misoprostol IP 200 mcg oral / vaginal
102	Nifedipine Cap, Nifedipine IP, 5 mg soft gelatine Capsule
103	Nifedipine Tab, Nifedipine IP, 10mg
104	Nitrofurantoin Tab – IP 100 mg
105	Oxytocin Inj - Oxytocin IP 5.0 I.U /ml, 1ml
106	Oxytocin Inj - Oxytocin IP 10.0 I.U /ml, 1 amp
107	Ofloxacin 250 mg + Ornidazole 500 mg Tab
108	Omeprazole 20 mg + Domperidone 10 mg Cap
109	ORS 21 Gm (WHO) 21 gm
110	Ondansetran 2 mg/ml Inj
111	Pantoprazole 20 mg Tab
112	Pantoprazole 40 mg Tab
113	Paracetamol 500 mg Tabs
114	Paracetamol Syrup 125 mg / 5ml
115	Paracetamol Syrup 250 mg / 5ml
116	Povidine Iodine Solution 100 ml
117	Povidone Iodine Solution 500 ml
118	Povidone Iodine Ointment 5%w/w 15gm in each tube
119	Povidone Iodine Ointment, 5% w/w; 250 gm in each tube
120	Pentazocine Lactate inj, IP, Pentazocine Lactate eq to Pentazocine 30 mg/ml, 1 ml in each amp.
121	Potassium Chloride Inj, 150 mg/ml
122	Promethazine inj, I.P Promethazine Hydrochloride 25 mg/ ml; 2ml in each ample
123	Phenobarbitone inj IP 200 mg
124	Phenytoin inj BP 50 mg per ml
125	Rabeprazole 20 mg+ Domperidone Sr 30 mg Cap
126	Ranitidine 300 mg Tab
127	Ranitidine Inj 15 mg per 2ml

128	Ringer Lactate (rl) 500 ml
129	Salbutamol Tab– Salbutamol Sulphate IP eq. to Salbutamol 4 mg
130	Silver Sulphadiazine Cream 1% W/w 20gm
131	Sodium Bicarbonate, IV Injection - Sodium Bicarbonate IP 7.5% w/v; 10 ml in each ampoule
132	Sodium Bicarbonate, liquid - 100 ml
133	Sodium Chloride Inj. in IP
134	Sterile water Inj IP
135	Tramadol 100 mg Inj 2ml
136	Tramadol 50 mg Tab
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 the above list is dynamic and more number of formulations may be added in the above list of 142 items as and when required. In addition, Human Insulin Injection -40IU (10 ml vial) is also required to be stocked and sold to the patients at approved of the DoHFW.

2. 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 Cannula (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>	

It is to be noted that this list is dynamic and more number of consumables may be added in the above list for stocking and selling in Generic Form as and when required

IMPORTANT




3 . Products under JSSK/Other Government Schemes.

- a. **The FPMS shall keep stocks of Medicines/Formulations/Consumables listed under the guidelines of Janani Sishu Suraksha Karyakram (JSSK) RSBY/Swasthya Sathi and any other Schemes of the Government as notified from time to time and not included, if any, in the above list of 142 items of medicines and consumables.**

4. In addition to the mandatory list of medicines, the fair price outlet shall be permitted to stock and sell Generic/Branded Medicines other than the list of 142 mandatory items and JSSK items as mentioned above under Annexure -B'

5. The fair price outlet shall also stock, if required, and sell a range of Chemotherapeutic & Anti neoplastic drugs for the benefit of the patients suffering from cancer.

6. The fair price outlet shall 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 Napkin**

7.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.

B. JSSK List

Sl. No	Item Name
1	Amikacin Inj. I.P. 100 mg/2ml.Vial
2	Amino Acid Injection
3	Aminophylline Inj. I.P. 250 mg / 10 ml Amp.
4	Amlodipine Tablet I.P. 5mg
5	Amoxycillin 500mg + Clavulanic Acid 125mg Tab
6	Amoxycillin Oral Susp.B.P125 mg./ 5 ml
7	Amoxycillin Trihydrate Caps. I.P 250mg
8	Amphotericin-B Powder for Inj. I.P. 100 mg / Vial.
9	Artesunate Injection 60 mg./ ml. Vial
10	Atropine Sulphate Inj. I.P. 0.6 mg/ Amp.
11	Budesonide Respiratory Soln. 100 mcg/ MD
12	Bupivacaine Inj.BP 0. 5% (heavy) 4 ml Ampoules
13	Caffeine Citrate 3 ml Inj.
14	Caffeine Citrate1 ml Inj.
15	Caffeine Citrate2 ml Inj.
16	Calcium Gluconate Inj. I.P.10% w/v in 10ml/Amp.
17	Cefotaxime Sodium inj. I.P. 250mg.Vial.
18	Ceftriaxone inj. B.P. 1gm vial
19	Ceftriaxone inj. B.P. 250mg vial.
20	Ciprofloxacin Eye Drop. 0.3%
21	Ciprofloxacin Inj. I.P. 2mg/ml
22	Clindamycin Inj. 600mg./Amp.
23	Clotrimazole Mouth Paint. 1%
24	Cloxacillin Sodium Inj.I.P. 250mg/5ml Vial
25	Cyclophosphamide Inj.I.P. 500mg./Vial
26	Cytosinearabioside Inj.I.P.(powder) 100mg./1ml Vial
27	Dexamethasone Sodium Phosphate Inj. I.P. 8mg./2ml. Vial
28	Dextrose Inj. 10% (650 mosm/L) Hypertonic
29	Dextrose Solution I.P. 5% (Blow Fill & Seal process & Flow, fill and Seal process)
30	Diazepam Inj.I.P. 10 mg/2ml Ampoule
31	Dicyclomine Drops 10mg./ml.
32	Digoxin Inj. I.P. 0.5mg / 2 ml Amp.
33	Digoxin Paediatric Soln.I.P. 0.05mg/ ml
34	Dobutamine Inj. 50mg /ml
35	Dopamine HCl Inj.B.P 200mg/5ml.
36	Erythromycin Suspension equivalent to Erythromycin base 125mg / 5ml
37	Frusemide Inj. I.P 20mg/2ml. Ampoule
38	G.C.S.F. 300mcg Inj.
39	Gentamycin Sulphate Inj.I.P. 80mg/2ml Vial
40	Human Albumin Inj. 20%/100ml Vial
41	Human Insulin 25/75 is a biphasic isophane insulin suspension (25% dissolved insulin + 75% crystalline protamine insulin, 40 IU./ml in 10 ml. vial.
42	Hydrocortisone Sodium Succinate Inj. I.P. 100 mg/Vial

Sl. No	Item Name
43	Hydrocortisone Hemisuccinate Inj. 100mg./Vial
44	Hydroxy Ethyl Starch B.P. (6%) w/v in 500 ml. 13 0/0.4
45	Hyoscine Butyl Bromide Inj.I.P. 20mg./ml.
46	Hyoscine Butyl Bromide Tab. I.P. 10mg.
47	Imipenem Inj. 250 mg/Vial
48	Ipratropium Bromide & Levosalbutamol Inhaler 200md
49	Labetetol 100 mg. Tab.
50	L-Asperginase Inj 5000 iu
51	Lignocaine HCl Inj. IP 0.2% w/v
52	Linezolid 600 mg / 300ml Inj.
53	Mannitol Inj. I.P 20% Solution
54	Meropenem Inj. 1gm/Vial
55	Methotrexate Inj. I.P. 50mg in 2ml. Amp.
56	Metoclopramide Inj. I.P. 10mg./2ml. Ampoule
57	Metronidazole Benzoate Oral Suspension I.P. 100 mg / 5 ml.
58	Metronidazole Inj. I.P. 5 mg / ml.
59	Metronidazole Tab. I.P. 400 mg (Film coated)
60	Midazolam Inj.B.P. 5 mg / 1ml Amp.
61	Mifepristone 200 mg Tab.
62	Misoprostol Tab.200 mcg
63	Mupirocin 2% Oint.
64	Ondansetron Inj. 4mg./ 2ml Amp.
65	Paediatric Maintenance Electrolyte Solution
66	Paracetamol Infusion 1000mg/100 ml
67	Paracetamol Susp.B.P. 125 mg/5ml.
68	Phenobarbitone Sodium Inj. I.P.200 mg/ Amp.
69	Phenytoin Oral Suspension B.P. 25 mg /ml
70	Phenytoin Sodium Inj.I.P.100 mg.in 2ml Ampoule.
71	Piperacillin 1gm + Inj. Tazobactam (125 mg)/Vial
72	Potassium Chloride Inj. I.P. 150 mg./10 ml.Amp.
73	Prednisolone Tab.I.P. 10mg
74	Promethazine HCl Inj. I.P. 50 mg/2ml Ampoule
75	Quinine Dihydrochloride Inj. 300 mg / ml. in 2 ml amp.
76	Ranitidine Inj.I.P. 50mg/2ml. Ampoule
77	Ringer Lactate Solution I.P. Inj. (Blow, Fill & Seal process)
78	Ringer Lactate Solution I.P. Inj (Flow, Fill & Seal process)
79	Sodium Chloride & Dextrose Injection I.P. (Blow, Fill & Seal Process)
80	Sodium Chloride & Dextrose Injection I.P. (Flow, Fill & Seal
81	Sodium Chloride inj IP 0.9% Normal or isotonic saline) Na +154 mmol/L,CL-154 mmol/L (Blow Fill & Seal process)
82	Sodium Chloride inj IP 0.9% Normal or isotonic saline) Na +154 mmol/L,CL-154 mmol/L (Flow, Fill & Seal process)
83	Salbutamol Syrup I.P. 2mg./5ml.
84	Sodium Chloride Infusion (3%)
85	Sulphamethoxazole 200mg + Trimethoprim 40mg Susp. I.P in
86	Synthetic Oxytocin Inj.I.P. 5 units/ 1ml. Ampoule

Sl. No	Item Name
87	Valethamate Inj. 8 mg / ml. in 1ml/Amp.
88	Vancomycin Inj.500mg./Vial.
89	Vincristine Inj.I.P. 1mg./1 ml Vial.
90	Vit. - K Inj. 1 mg / 0.5 ml Amp.
91	Vit. - K Inj. 10 mg / ml in 1 ml Amp.
92	Water for Injection I.P. 5ml. Amp.
94	Ampicillin sodium inj. I.P. 250mg / vial.
95	Ampicillin Sodium IP Inj. Eqv. to Ampicillin Anhydrous 250 mg/vial
96	Ampicillin Oral Suspension 125 mg/5ml
97	Ampicillin Oral Suspension 250 mg/5ml
98	Ciprofloxacin HCl Tab. I.P. 100 mg
99	Gentamycin Sulphate Inj.I.P. 10mg/ml in 2ml Vial
100	Cefotaxime Sodium inj. I.P. 125 mg.Vial.
101	Nalaxone HCl Inj. 0.4mg/ml in 10ml Vial
102	Azithromycin oral suspension 200mg/5ml in 15 ml vial
103	Cefuroxime Sodium Inj. 250mg/vial
104	Cefpodoxime Oral Suspension 50mg/5ml
105	Meropenam Inj. 250 mg./Vial.
106	Fluconazole Dispersible Tab 50 mg
107	Fluconazole in Dextrose Infusion Diluent 200 mg/100 ML
108	Nifedipine Tab I.P. 5 mg.
109	Ibuprofen I.P. 400 mg Tab.
110	Dicylomine Hydrochloride 20 mg Tab.
111	Dicylomine syrup 25mg/5ml
112	Methyl PG Inj. F2 α , 250mcg in 1ml
113	Adrenaline Inj. 0.18%w/v adrenaline tartarate IP eq to Adrenaline 1mg , 01ml in each amp.
114	Tobramycin EYE Drops 0.3%w/v in 5ml
115	dinoprostone gel 0.5mg / 1 syringe
116	Salbutamol Respules 2.5 mg / 2.5 ml Amp
117	Betamethasone Sodium Inj. 4mg/ml in 1 ml amp
118	Sodium Bicarbonate Inj.I.P. 0.9% w/v in 10ml. Amp.
119	Paediatric Maintenance Electrolyte Solution forte
120	Chloroquine Susp.I.P. 50 mg Base/5 ml.
121	Amoxycillin Inj. 250mg/5ml
122	Ofloxacin Infusion 200mg/100ml
123	Ofloxacin Oral Suspension 50mg/5ml
124	Cephalexin oral Suspension 250mg/5ml
125	Cephalexin pediatric drops 100mg/5ml in 10 ml vial
126	Cephalexin Tab 125 mg.
127	Cephalexin Tab 250 mg.
128	Cephalexin Oral Suspension 125mg/5ml
129	Amoxycillin 200mg + Clavulanic Acid 28.5 mg Inj.
130	Amoxycillin 250 mg and Clavulanic Acid 50 mg Inj.
131	Amoxycillin 500 mg and Clavulanic Acid 100 mg Inj.
132	Ceftazidime Inj 250 mg/ml

Sl. No	Item Name
133	Zinc Gluconate Oral Solution 20mg/ml
134	Caffeine citrate oral suspension (25mg of caffeine citrate in 5ml vial equivalent to 12.5mg caffeine base in 5ml)
135	Iron & Folic Acid Tab. Containing Elemental Iron 60 mg & 400 mcg of Folic Acid
136	Iron Drops, Ferrous Sulfate 75 mg (Elemental Iron 15 mg)/1 mL
137	Iron Syrup, 300 mg (Elemental Iron 60 mg)/5 mL
138	Calcium Gluconate Oral Suspension 100 ml Bot.
139	Propranolol Inj. I.P. 1mg./ml. Ampoule.
140	Propranolol HCl Tablet I.P. 10mg
141	Enalapril Maleate Tablet I.P. 2.5 mg.
142	Labetalol HCl Inj. 20 mg/ 2 ml Amp.
143	Paracetamol drop IP 100mg/ml (phial of 15 ml)
144	Paracetamol 80mg/170mg suppository in a pack of 5
145	Ibuprofen syrup IP 2ml/ 4ml (phial of 50 ml each)
146	Diclofenac 12.5 mg Suppository
147	Diclofenac 100 mg Suppository
148	Furosemide oral drop 10mg/ml
149	Metoclopramide HCL 0.1mg / Drop
150	Ondansetron oral suspension 2mg/5ml in 30ml vial
151	Dicyclomine 20 mg Oral Tab.
152	Prednisolone Oral Suspension 5mg/5ml
153	Cetirizine Syrup 5mg/5ml
154	Hepatitis B Immunoglobulin 100 IU/ml.
155	Anti-Thymocyte Globulin Inj. 50mg/ml in 5ml Amp.
156	Varicella Zoster Immunoglobulin Inj. - lyophilized powder 125 IU /vial single use
157	Intravenous Immune Globulin Inj. 1gm/20ml
158	Intravenous Immune Globulin Inj. 5gm/ vial
159	Midazolam nasal spray (Containing Midazolam ampoules 15mg/3ml in 1 amp, to be used 5 ampl.in each spray bottle / 0.5 mg x 1 puff x 50md)
160	Drotaverine HCL Inj. 40mg / 2ml Amp.
161	Drotaverine Tab.I.P. 40 mg.
162	Levosulbutamol Oral Suspension 1mg/5ml
163	N-Acetylcysteine 200mg/1ml respules.
164	N-Acetylcysteine 200mg/2ml respules.
165	HMF 2gm sachet
166	Dextrose Inj. IP eq to Dextrose anhydrous 10%w/v in 20ml amp
167	Potassium Chloride Oral Suspension 15mg/20ml
168	Vit. - A Inj. 100000 IU
169	Multivitamin Inj. Containing Vit B1-100mg, Niacinamide - 50mg, Vit B6-50mg, Methylcobalamin-1000mcg and D- pantethenol-50mg in 2ml/vial.
170	Multivitamin Oral Drop IP
171	Vit. - D Inj. 300000 IU
172	Vit D3 Oral drop 400 IU/ ml in 30ml vial
173	Polymixin B sulfate Inj. 5,00,000 units/vial

Sl. No	Item Name
174	Colistimethate sodium Inj. 150mg colistin base activity /vial
175	Daunorubicin Inj. 5mg/ml in 10ml Vial
176	Surfactant inj 1.5 mg
177	Surfactant Inj. 3 ml
178	Surfactant Inj. 4 ml
179	Surfactant Inj. 5 ml
180	Surfactant Inj. 8 ml
181	Hydroxizine Hydrochloride Syrup 10mg/5ml
182	Phenobarbitone Sodium Inj. I.P. 20 mg/5ml Amp.
183	Heparin Sodium Inj.I.P. 500 I.U./5ml.
184	Calcium Carbonate Tab 500 mg
185	Vit. - K Inj. 1 mg / 1 ml Amp.
186	Calcium Tab with vitamin D 3
187	Bacillus clausil Spore suspension
188	Desflurence inhalation agent 240 ml
189	Immunoglobulin
190	IV-Anti D immunoglobulin
191	Vitamin E Acetate paediatric drop 50 mg
192	Surface Disinfectant Soln (Each 100 gm Contains 1,6 Di- Hydroxy 2,5 Di-Oxyhexane (Chemically Bound Formaldehyde) - 11.2 gms , Glutaraldehyde 5 gm , Benzalkonium Chloride 5 gm, Alkyl Urea Derivatives 3 gms
193	Glacial Acetic Acid
194	Hand Disinfectant : Each 100 gm contains : 2- Propanol- 45g, 1-Propanol- 30g, Ethyl-Hexadecyl-Dimethyl - Ammonium
195	Hand Rub Gel : 0.5% W/V Chlorhexidine Gluconate & 70 %
196	Povidone Iodine Solution I.P 5% w/v
197	Absorbent cotton 400 gm
198	Detergent 1000gm, IS 4955
199	Detergent 500gm, IS 4955
200	Diaper small size
201	Baby face mask neonate size: 0 size
202	Baby face mask neonate size: 1 size
203	Baby face mask Infant size
204	IV Cannulas 24G
205	IV Cannulas 26G
206	CPAP accessories compatible with Fisher and Paykle
207	Consumables for CPAP (Fisher and Paykle)-CAPS: 17-22 cm(BC 300)
208	Consumables for CPAP (Fisher and Paykle)-CAPS: 22-25 cm(BC 303)
209	Consumables for CPAP (Fisher and Paykle)-CAPS: 25-29 cm(BC 306)
210	Consumables for CPAP (Fisher and Paykle)-CAPS: 29-36cm(BC 309)
211	Consumables for CPAP (Fisher and Paykle)-Prong size: 3020
212	Consumables for CPAP (Fisher and Paykle)- Prong size: 3520
213	Consumables for CPAP (Fisher and Paykle)- Prong size: 4030
214	Consumables for CPAP (Fisher and Paykle)- Prong size: 4540
215	Spinocaine needle 25G

Sl. No	Item Name
216	Spinocaine needle 26 G
217	Micro drip set with volume chamber
218	Disposable neonatal blood exchange set
219	Micro drip set.
220	Capillary tube for micro ESR
221	3 way stop Cock
222	Neonatal BP Calf
223	Infant BP Calf
224	Disposable hypodermic syringe 1ml
225	PMO line for Syringe Pump
226	PICC line 28 G
227	PICC line 24G
228	Umbilical artery catheter 3.5 Fr
229	Umbilical artery catheter 5 Fr
230	Resuscitation Bag 250ml
231	Resuscitation Bag 750ml
232	Folly's catheter for new-born
233	Folly's catheter for infant
234	Endo-tracheal Tube 3mm
235	Endo-tracheal Tube 3.5mm
236	Endo-tracheal Tube 4mm
237	Suction catheter 6 size
238	Suction catheter 8 size
239	Suction catheter 10 size
240	Endo-tracheal Tube 2.5mm
241	Suction apparatus (Delee's mucous sucker)
242	Transparent adhesive for IV line fixation
243	Paediatric Uro bag
244	Absorbent bandage 4" X 10 yard.
245	Absorbent bandage 6" X 10 yard.
246	Baby Weighing machine IS 2489
247	Elastic Adhesive Bandage 10cm X 4 m
248	Disposable examination gloves latex free
249	IV connector (10 cm) with 3 way
250	IV set with hypodermic needle 20g.
251	IV set with hypodermic needle 21g.
252	Rubber Cloth (Soft quality) 70cm X 100 cm IS : 4135-1974
253	Medical Adhesive Paper Tape 1.25 cm X 9.14 cm.
254	Medical Adhesive Paper Type 2.5 cm X 1.37 cm
255	Mucus sucker
256	Nebuliser mask (Paediatric)
257	Straight IV Cannula (Paediatric)
258	O2 Cannula (Paediatric)
259	O2 Cannula (Adult)
260	Plain catheter (All size)
261	Scalpel Blade (All size)

Sl. No	Item Name
262	Suction catheter (Paediatric)
263	Suction catheter (Adult)
264	Transparent IV lines fixation 6'
265	Transparent IV lines fixation 7'
266	Needle 23 G
267	Needle 24 G
268	Disposable hypodermic syringe 20ml
269	Disposable hypodermic syringe 2ml
270	Disposable hypodermic syringe 5ml
271	Disposable hypodermic syringe 10ml
272	Disposable hypodermic syringe 50ml
273	Insulin syringe
274	BCG syringe
275	Ryle's tube (Infant feeding tube) 5 French
276	Ryle's tube (Infant feeding tube) 6 French
277	Ryle's tube (Infant feeding tube) 8 French
278	Needle 23 G
279	Needle 24 G
280	Sterile gloves
281	Glucometer with strips
282	Cord clamp
283	Mucus sucker
284	Nebuliser mask(paediatric)

4. Essence of the Partnership Model and Investment Pattern

- a. The model for the fair price outlet under PPP shall be Operationalised by a legal instrument – a contract signed between the selected PSP and the Superintendent/ BMOH of the concerned SD Hospital / SG Hospital / Rural Hospitals / other Hospital as the case may be.
- b. The initial duration of the contract will be for a period of **four years**. There will be an annual review of performance. The renewal of the contract at the end of four years for another term of four years will be subject to satisfactory consecutive annual review reports during the initial contract period of four years.
- c. The DoHFW, if it is so required, has the discretion to enter into a supplementary agreement with Private Partners incorporating certain new /amended clauses based on mutual consent of both parties. However the department will have the discretion not to issue further renewal of existing agreement if the PPP partners do not agree with the revised terms and conditions of supplementary agreement and the department shall be free to issue tender for selection of new Private partner prior to 60 days before expiry of existing agreement.
- d. The Private Service Provider need to communicate their intention for continuation of the agreement for another term of four years at least six months prior to the end of the agreement to enable the DoHFW to initiate necessary actions in this respect in accordance with the provision of the existing agreement.
- e. The **investment pattern** of both the DoHFW and the PSP are provided in the following table under the terms of the contract:

Partner	Investment Pattern
<p>The DoHFW & its various wings</p>	<p>I. Ready to use room shall be provided to the PSP within the Hospital as per the norms of Drugs and Cosmetic Act 1940 and Rules 1945 as amended hereafter, with additional storage space. The PSP will be required to pay rent for the space as per assessed rate. The allocated space should be adequate for the PSP to manage the expected business volume of the proposed fair price outlet.</p> <p>II. It may be mentioned here, in case ready to use room is not available in any hospital, the PSP may be allowed to make necessary construction of the required space at its own cost within the hospital premises subject to compliance of essential formalities and vetting of the estimates given by the PSP by the competent authority of the District. In such case, where the construction is undertaken by the PSP at its own cost, the amount so spent by the PSP shall be adjusted against the rent to be paid by the PSP as per assessed rate for the space on monthly basis during the tenure of the initial agreement.</p> <p>III. Access to free water supply</p>
<p>The PSP</p>	<p>I. Performance Security shall be furnished by the selected PSP in the form of Bank Guarantee with any Nationalised Bank acceptable to the DoHFW valid for <u>54 months</u> from the date of contract for an amount as under.</p> <p style="padding-left: 40px;">a. Rs 5, 00,000/- (Rs Five Lac) only for operating the fair price outlet at SDH/SGH & other Institutions (including Teaching).</p> <p style="padding-left: 40px;">b. Rs 3,00,000/- (Rs Three Lac) only for operating the fair price outlet at Rural Hospital (RH)</p> <p>II. Internal furnishing and refurbishing of the room.</p> <p>III. Installation of furniture, equipment and refrigerator as per requirement of Drugs and Cosmetic Act, 1940 and Rules, 1945 as amended hereafter</p> <p>IV. Setting up a separate electricity meter in the name of the PSP – for which necessary no objection certificates could be made available by the Rogi Kalyan Samity (RKS) of the concerned hospital. In case separate electric meter cannot be provided to the PSP by the concerned authority of the energy supplier, an alternative arrangement shall be worked out by the PSP in consultation with the hospital authority.</p> <p><i>(However, it is to be noted that the hospital authority shall 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)..</i></p>

- f. The usage right of the space allocated to the PSP will be governed by the provisions of the contract signed between the concerned parties as mentioned under ‘a’ above in this section. The PSP shall not have any claim and / or ownership rights for the space allocated.

5. Roles, Responsibilities and Obligations of each partner

A. The DoHFW and its various wings/hospital authorities

1. The DoHFW / hospital authorities will provide ready to use room for the fair price outlet within the hospital as per the norms of Drugs and Cosmetic Act, 1940 and Rules, 1945 as amended hereafter, with additional storage space. The allocated space would be adequate for the private partner to manage the expected business volume of the proposed pharmacy outlet.
2. The DoHFW / hospital authorities will fix the rent for the space to be provided to the PSP as per assessed rate.
3. In case, ready to use space is not available, the PSP may be allowed to make necessary construction of the required space at its own cost within the hospital premises subject to compliance of essential formalities and in such case, the amount so spent by the PSP shall be adjusted against the rent to be paid by the PSP as per assessed rate for the space on monthly basis during the tenure of the agreement.
4. The hospital authorities will make necessary arrangements for access of free water supply by the PSP round the clock.
5. Use of electricity will be allowed by DoHFW for which the PSP will pay consumption charges directly to the energy supplier as per prevailing rules of the energy supplier. Necessary NOC from the competent authority of the concerned hospital will be provided to the PSP 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. However, it is to be noted that DoHFW/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. In case separate electric meter cannot be provided to the PSP by the concerned authority of the energy supplier, an alternative arrangement shall be worked out by the PSP in consultation with the hospital authority.
6. The DoHFW, if it is so required, has the discretion to enter into a supplementary agreement with Private partners incorporating certain new/ amended clauses based on mutual consent of both parties. However the department will have the discretion not to issue further renewal of existing agreement if the PPP partners do not agree with the revised terms and conditions of supplementary agreement and the department shall be free to issue tender for selection of new Private partner. Further the hospital authority may issue relevant notice 60 days prior to floating of e-tender for selection of new private partner on non compliance of revised terms and conditions as may be issued by the department.
7. The DoHFW at the state level shall undertake monitoring of policy related areas viz implementation of the procurement and pricing policy and quality assurance system as described under section 8,9 and 10 respectively.
8. The monitoring committee formed by the Rogi Kalyan Samiti (RKS) of the concerned hospital will undertake day to day monitoring relating to operation and management of the fair price outlet under PPP of the concerned hospital.
9. The DoHFW shall develop appropriate software package to be installed by the PSP for disseminating information on multiple parameter for operation and management of the fair price outlet.
10. The RKS of the concerned hospital will extend necessary help and support to the PSP for smooth operation of the fair price outlet.

B. The PSP

1. The PSP will complete all formalities for separate electricity connection with electricity metre and comply with all the requirements as described under A5 in this Section. In case of installation of Sub-meter by the hospital authority under such circumstances where electric meter in own name may not be provided for time being the cost towards installation of such sub-meter shall be borne by the private partner. The Hospital Authority will raise bills as per reading in the sub-meter which has to be paid within due time by the private partner.
2. If the private partner fails to pay the electricity bills within the stipulated time of 15 days from the date of raising of the bills by concerned hospitals as per clause 2.4 i under Article 2 , interest @ 1% per month on the due Electricity bill amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority.
3. In all those cases where separate sub-meter has been installed and electricity bills are raised by the hospital authority to the private partners for payment, the payment have to be done within 15 days from the date of raising of electricity bills by the concerned hospital.
4. All internal equipping, furnishing and refurbishing of the space/room will be undertaken *by the PSP at its own cost.*
5. The PSP will be responsible for maintaining security of the establishment
6. Performance Security shall be furnished by the PSP in the form of Bank Guarantee as described under Section 4c
7. The Concessionaire shall make the payment for rent to the RKS of the concerned hospital by cheque on or before 5th of each English calendar month. The cheque shall be drawn in favour of _____.
8. In case the private partner fails to pay the assessed rent to the RKS of the concerned hospital on or before 5th of each calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority.
9. The PSP will arrange its own finances to run its business.
10. The PSP will undertake the entire operation and management of the fair price outlet including procurement of the items and deployment of manpower.
11. The PSP will appoint, train and maintain its own staff and will also comply with the requirements of engaging registered Pharmacist as per norms
12. **The fair price outlet shall be kept open to the customers round the clock throughout the year.**
13. The PSP will fulfil necessary requirements for obtaining Drug License, Trade License and other applicable licenses and norms for the fair price outlet
14. The PSP will follow the requirements laid down relating to Products and Services to be delivered as stated under Section 3.
15. The PSP will comply with the **procurement policy, pricing policy and quality assurance norms** as incorporated in the scheme to provide utmost benefit to the patients both in terms of quality and cost for each of the products in the fair price outlet.
16. Adequate inventory of stocks will be maintained by the PSP to avoid any stock out situations

17. All items are to be sold to the patients on valid prescriptions at the agreed discount on MRP and in compliance with existing Drugs and Cosmetics Acts and Rules. All receipts/cash memos must be computerized and comply with applicable norms and in addition shall include the percentage of discount given on MRP.
18. ***Necessary soft ware packages as approved by the DoHFW, WB will be installed by the PSP at their own cost and all transactions will be recorded on daily basis using this soft ware for operation and management of the fair price outlet.***

6. Procurement Policy

The PSP will procure standard quality of medicines/consumables/surgical items as well as other items from manufacturing organizations or their marketing organizations or their authorized distributors. In addition, implants/prosthetic devices / Orthopaedic items/appliances etc, if currently in use in the concerned hospital will also be procured by the PSP from manufacturing organizations or their marketing organizations or their authorized distributors.

- I. **The following guidelines are required to be followed by the PSP for procurement of medicines:**
 1. The Manufacturing Organizations are Revised Schedule M compliant and conform to cGMP standards.
 2. The Manufacturing Organization or their Marketing Organization should have a minimum annual sales turnover of **Rs 40 Crores** in aggregate of the last two financial years ending March 2017.
 3. The Manufacturing Organization or its Marketing Organization should preferably have its own depot or C&FA in West Bengal with distribution network through authorized distributors in all the districts of West Bengal.
 4. The PSP shall maintain and update softcopy of the list of manufacturing organizations relating to procurement of medicines taking into account all the above requirements as mentioned under 'a' above. The PSP shall be required to submit the hard copy of this information to the DoHFW at the state level and RKS of the concerned hospital as and when required for their record.
- II. **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**
 1. The Manufacturing Organization or their Marketing Organization for these items should have a minimum annual sales turnover of Rs 10 Crore in aggregate of the last two financial years ending March 2017 in order to qualify for supply of the items
 2. The PSP shall maintain and update softcopy of the list of manufacturing organizations and their marketing organizations relating to procurement of different items other than medicines taking into account all the above requirements as mentioned under 'a' and 'b' above and submit the hard copy of the same to the DoHFW at the state level and RKS of the concerned hospital as and when required for their record.

7. Pricing Policy

- a) The PSP shall offer maximum discounts to the customers over MRP of all the items. The discounts offered will have to be **more than 30% of the MRP on all items** to be sold to the patients through the fair price outlet
- b) Contract will be awarded to the applicant who will offer **the maximum discount over MRP for all the items** in the FPMS after being qualified on technical parameters
- c) Percentage discount will be applicable on the MRP mentioned and will be inclusive of GST and any other taxes as per law of the land. No other components/taxes will be levied on the discounted price. The percentage of discount shall be mentioned in the computerized cash memos provided to the customers
- d) The PSP shall ensure that the discount given on MRP provides substantial benefits to the patients as compared to the market price. It may also be mentioned here that the MRP cap for medicines under the National List of Essential Medicines (NLEM) under The Drug (Price Control) Order 2013 as amended hereafter are required to be strictly adhered to by the PSP. In addition, the PSP needs to ensure that the MRP for medicines not covered in the NLEM under the above Order should not exceed the average prevailing MRP in the market.

8. Quality Assurance

The hospital authorities would institute the following measures to ensure quality of generic/branded medicines to be procured and sold by the PSP:

- b. The fair price outlet would procure stocks only from the approved manufacturers as described under Procurement Policy in Section 6
- c. The hospital authorities may ask the PSP to submit analytical report from the manufacturers for certain specific batches of stocks, if need be. In such cases, it is obligatory on the part of the PSP to arrange for and submit such reports within a specific time frame. In addition, the hospital authorities may seek the help and support of the state level authorities for quality testing of any specific batch of any medicine, if need be.
- a) In respect of quality assurance, apart from statutory audits for quality testing undertaken by the competent authority for the FPMS, system generated non-statutory quality testing shall also be undertaken twice in a year by the competent authority through the approved/accredited testing laboratories.

- b) The PSP shall ensure that items which are on the verge of expiry or already expired are not sold to the customers under any circumstances. The PSP shall not sale any misbranded or spurious or adulterated drugs as well as drugs and combination of drugs banned in India under Notifications issued by the Government of India.
- c) Items other than medicines must conform to the specification standards as applicable.(e.g. specifications standards laid down by the Bureau of Indian Standards)

9. Monitoring Mechanism

- a) The competent authority of the Hospital on behalf of RKS shall monitor the day-to-day operational activities of the services undertaken in the fair price outlet.
- b) Performance review will be undertaken by RKS on quarterly basis.
- c) Approved soft ware packages will be installed by the PSP to disseminate information on multiple parameters on operation and management of the fair price outlet under PPP and include information like inventory status, MRP, stock outs, near expiry stocks etc. The Hospital Authorities will have regular access to all these information for monitoring and evaluating performance of the FPMS
- d) The DoHFW at the state level shall undertake monitoring of policy related areas viz implementation of the procurement and pricing policy and quality assurance system as described under section 6,7 and 8 respectively.

10. Causes for Termination

1. Non-compliance of the following events shall constitute an event of default by the PSP entitling the Hospital Authority to terminate the 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 or drugs and combinations of drugs banned in India under Notifications issued by the Government of India 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 for the operation of the fair price outlet.
- 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 PSP in the form of Bank Guarantee.
- i. Complaints of Stock outs received from the customers for items under mandatory list and also verified by surprise checks in more than three occasions in a month for two consecutive months
- j. If it is substantiated that the PSP had resorted to fraudulent practices in competing for the award of contract
- k. If the PSP has sublet the space to any other Organization for operation and management of the fair price outlet.
- l. Non-payment of rent, electricity bills or any other dues.
- m. In case the private partner fails to pay the assessed rent to the RKS of the concerned hospital on or before 5th day of each English calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority.
- n. If the private partner fails to pay the electricity bills within the stipulated time of 15 days from the date of raising of the bills by concerned hospitals as per clause 2.4 i under Article 2, interest @ 1% per month on the due Electricity bill amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority.
- o. Non payment of any other relevant dues as per agreement.
- p. Non-compliance of 'Information System'

In all the above cases of termination the Performance Security deposited with the hospital by the private organisation in form of Bank Guarantee shall stand forfeited.

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.

C. 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.

D. 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;

11.DISPUTE RESOLUTION

A. Amicable Resolution

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 mutually agreed official of the DoHFW, GoWB.

B . Arbitration

Except for a dispute in connection with Termination, in which respect the decision of the Hospital Authority shall be final, any dispute between the Parties arising out of or relating to this Agreement including the meaning or interpretation of any of the terms set out hereto or any other matters which cannot be resolved through good faith negotiations shall be finally referred to an arbitrator appointed by the Principal Secretary, DoHFW, GoWB. Both the parties shall abide by the opinions of the arbitrator in settling the dispute.

12.MISCELLANEOUS

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

B. 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.

C. Assignment and Charges

- a The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Hospital 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.

D. 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.

E. 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.

F. 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.

G. Supercession & 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.

c 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.

d 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.

e 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.

f 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

SIGNED SEALED AND DELIVERED

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

by the **Authorized Representative of the**
Concessionaire at _____

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

Name and Designation of the person:

Name of the Organisation:

Witness:

1. _____

2. _____

TENDER DOCUMENT

Bid – ‘A’ (Technical Bid)

REQUEST FOR PROPOSAL FROM ORGANISATIONS FOR ESTABLISHMENT OF FAIR PRICE OUTLETS FOR MEDICINES, CONSUMABLES ETC AT SELECTED HOSPITALS THROUGH PUBLIC PRIVATE PARTNERSHIPS (PPP) –Second call

GOVERNMENT OF WEST BENGAL DEPARTMENT OF HEALTH & FAMILY WELFARE

Competitive Quotations are invited from **organizations/agencies** for Implementation of Selection of Private Partner for establishment of Fair Price Medicine Shop at:

Sl No	Name of Hospital	NIT No for Second call	Reference to Second Call of NIT No	Second Call of Tender ID No
1	Kaliagung SGH,Uttar Dinajpur	PPP/NIT/16/2018	PPP/NIT/14/2017	2017_HFW_140760_1
2	Kotshila RH,Purulia	PPP/NIT/17/2018	PPP/NIT/15/2017	2017_HFW_140767_1
3	Bedrabad RH,Malda	PPP/NIT/18/2018	PPP/NIT/16/2017	2017_HFW_140739_1

Selection Process

1. Eligibility Criteria :

The eligibility criteria for application of prospecting applicants for consideration of selection of the Organization for the fair price outlet under PPP are provided as under:

- A. The applicant shall have a minimum of three years experience in managing a Retail Chemist Outlet **or** as a Wholesaler/Distributor in the pharmaceutical trade in the State of West Bengal. Organizations operating in West Bengal and registered under The Societies Registration Act/The Indian Trust Act and engaged in activities in the pharmaceutical sector (medicines etc) will also be eligible for submitting application.
- B. The Organization must be holding valid license issued under the provisions of the Drugs & Cosmetics Act as on the date of submission of the application
- C. The Organization has not been convicted by the state drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter (Declaration duly Notarized shall be submitted by the applicant along with the application) .
- D. The Organization should have a minimum sales turnover in aggregate of last two financial years ending March 2017 as follows :

- For organizations with existing Retail Chemist Outlet

The sales turnover of the organization must not be below Rs. Fifty Lakhs (50 Lakhs) in aggregate of the last two financial years ending March 2017 (copy of audited Balance Sheet , Income & Expenditure and P/L accounts are required to be submitted by the applicant)

- For other organization (existing wholesaler/Distributor of pharmaceutical trade)

The sales turnover of the Organization must not be below Rs. one crore and fifty lac (1.5 crore) in aggregate of the last two financial years ending March 2017 (copy of audited Balance Sheet, Income & Expenditure and P/L accounts are required of submitted by the applicant)

Applicant failing to fulfil any of the above-mentioned Eligibility Criteria will not be considered for selection. However, the Selection Committee may relax one or more of the eligibility criteria excepting sl nos B and C in case of deserving applicants.

It is to be noted that further selection processes as mentioned under 'c' below would be undertaken only for those applicants who are found eligible based on above-mentioned criteria

2. Selection Process of Private Partner

A. Selection process shall include evaluation of technical qualification of eligible applicants based on applications submitted by each organization and subsequent opening of financial bid (discount offered on MRP) of technically qualified applicants. *(The details of the procedures for submitting applications have been provided under Annexure 3)*. Selection process relating to technical qualification would involve short-listing of applicants based on marks scored by the applicants on each of the **criteria** under Technical proposal as provided hereafter. It is to be noted that Physical Inspection at the facilities of the applicants with prior intimation may also be undertaken by SC or members authorized by SC for gathering information relating to short listing of applicants for further processing for selection:

i. Parameters for Technical Selection Process:

Criteria	Marks
1. The Organization has experience of running the existing set up for last five years and above.	a. > 03 – 05 years = 15 marks b. > 05 - 08 years = 20 marks c. > 08-12 years = 25- marks d. > 12 Years = 30 Marks
2. a. For applicants having existing retail pharmacy outlet Annual Turnover (in Rupees) in aggregate of last two financial years (ending March 2017) of the Organization having retail chemist outlet Or 2.b. For applicants having existing wholesale/ distribution set up Annual Turnover (in Rupees) in aggregate of last two financial years (ending March 2017) of the organisation engaged as wholesaler/distributor in pharmaceutical trade	a. > 50 Lakhs - 1 crore = 15 marks b. > 1 crore - 1.5 crore = 20 marks c. > 1.5 crore – 2 Crore = 25 mark d. > 2 Crore = 30 marks a. > 1.5crore – 2 crore = 15 marks b. > 2 crore – 2.5 crore = 20 marks c. > 2.5 crore – 3 crore = 25 marks d. > 3 Crore = 30 crores.
3.a In case of applicants having existing retail pharmacy outlet, the existing establishment has adequate man power for management of the outlet. Or 3.b In case of wholesaler/distributor, the existing organization has experience of supplying products to government hospitals under GoWB or in ESIC	1. Pharmacists a. 1 =4 marks b. 2 =8 marks c. >2=12 marks 2. Sales Personnel a. > 3-4 =3 marks b. >4-6= 6 marks c. > 6= 8 marks a. Have experience of supplying in hospitals under GoWB : 10 marks b. Have experience of supplying in hospitals under GoWB and ESIC : 20 marks
4. The Organization is located and has business operation within the same District where the FPMS would be established or has business operation within the bordering Districts*	If Yes: 10 marks

Criteria	Marks
<p>5.a.For applicants having existing retail pharmacy outlet</p> <p>The existing retail pharmacy outlet of the applicant is located in the surrounding area (within two k.m.) of the hospital for which the application for fair price outlet under PPP has been submitted</p> <p>Or</p> <p>5.b.For applicants having existing wholesale/distribution set up</p> <p>The wholesaler/distributing organisation has been handling business for more than 10 pharmaceutical companies</p>	<p>If Yes: 10 marks</p>

** Bordering Districts mean Districts having common boundary with the District where Fair price medicine shops would be established under this scheme for which Notice inviting Expression of Interest has been issued.*

- ✓ **The maximum possible marks, which may be scored by an applicant, are 100. Minimum qualifying marks are 60 out of 100 (i.e. 60 % of the total possible marks). The Organizations scoring 60 and above would be short-listed for next round for selection**
- ✓ **After short-listing of applicants based on technical qualification as mentioned above, final selection of the Organization from the short-listed applicants would be made on the basis of the highest discount offer made by an applicant on MRP. The discount offered must be more than 30% of MRP.**

(Please note that the BID on the discount offered by the applicant will be opened only for short-listed applicants based on technical qualifications as mentioned above.)

- ✓ **The SC can call for any further clarifications or information or documents at any point of time. The applicant may also be called for explaining or clarifying issues, if there be any.**
- ✓ **Decision of the SC on selection of the Organization is final.**

Bid – ‘B’ (Financial Bid)

Competitive Quotations are invited from **organizations/agencies** for Implementation of Selection of Private Partner for Establishment of Fair Price Medicine Shops at Government Hospitals under Public Private Partnerships (PPP). The tender document for this may be accessed from the website <https://wbtenders.gov.in>, *the Bid documents are to be submitted on line. The tender document consists. i. Bid ‘A’: Technical Bids and ii. Bid ‘B’: Financial Bids.* Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).

Name of the Hospital for Financial BID Submission

Sl No	Name of Hospital	NIT No for Second call	Reference to Second Call of NIT No	Second Call of Tender ID No
1	Kaliagung SGH,Uttar Dinajpur	PPP/NIT/16/2018	PPP/NIT/14/2017	2017_HFW_140760_1
2	Kotshila RH,Purulia	PPP/NIT/17/2018	PPP/NIT/15/2017	2017_HFW_140767_1
3	Bedrabad RH,Malda	PPP/NIT/18/2018	PPP/NIT/16/2017	2017_HFW_140739_1

FINANCIAL BID SUBMISSION

I. General points of BID submission

1. Any organization / agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies is required to click on the link for e-Tendering site as given on the web portal.
2. The Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder.
3. The financial Bid shall be submitted as per date and time specified in the ‘Notice inviting e tender’.
4. H&FW Department may, at its discretion, extend the Bid Due Date by amending the Tender Documents.
5. No Bid may be modified or withdrawn in the interval between the Bid Due Date and the expiry of the Bid validity period.

II. Opening of Financial BIDS

1. H&FW Department shall open the Bids of only technically qualified Bidders.
2. H&FW Department shall open the Bids as per date and time specified in the ‘Notice inviting e tenders’.

III. Evaluation of BIDS and Selection of successful Bidders

Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If: (i) any Financial Bid is not to be complete in all respects; or (ii) any Financial Bid which is not submitted online by the Bidder as per the procedure given in Financial Bid Documents; or (iii) any Financial Bid contains material alterations, conditions, deviations or omissions, then such Financial Bid shall be deemed to be substantially non-responsive. Such Financial Bid that is deemed to be substantially non-responsive shall be rejected.

All Financial bids are to be submitted in accordance with the terms of the tender document.

It is to be noted that the rate quoted in the BOQ will be treated as final.

IV. Clarifications on Bids

1. In evaluating the Technical Bids or the Financial Bids, H&FW Department may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to H&FW Department within the time specified by H&FW Department for this purpose.
2. If a Bidder does not provide clarifications sought by H&FW Department within the prescribed time, H&FW Department may elect to reject its Bid. In the event that H&FW Department elects not to reject the Bid, H&FW Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the State Nodal Agency.
3. No change in the Percentage of Discount on MRP quoted or any change to substance of any Bid shall be sought, offered or permitted.

V. Selection of Successful Bidder

a. Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

1. H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
2. H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

b. In selecting the Successful Bidder, the objectives of H&FW Department is to select a Bidder that:

1. is an Eligible Bidder;
2. has submitted a substantially responsive Financial Bid; and
3. has quoted the highest Premium as Concession fee.

c. All or any of the facility decided by H&FW Department have to be bid to attain administrative efficiency and increasing the competition among bidders. The Distribution/Allocation of the Districts to the eligible bidders will be as follows:

1. Each bidder may bid for all the Hospital as determined by the Department
2. The Highest bidder for the hospital will be awarded the bid.
3. If due to some reason, the lowest bidder is not ready to accept the bid, the second Highest bidder (H2) will be given the chance to match the rate of the Highest bidder and H2 will be awarded the bid if they agree to do so.
4. If H2 is not ready to match H1, the third Highest bidder (H3) among all bidders will have the right to be awarded the bid if they agree to match H1 quote and so on.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**.

VI. Important Notes:

1. Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).
2. BOQ for Financial BID submission needs to be uploaded in the specified space provided by web portal [<https://wbtenders.gov.in>], but not to upload in the Technical BID space.
3. Hard copy of Financial bid need not to be submitted.
4. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

Annexure-I

LETTER HEAD OF THE ORGANISATION

Date:

To:

**Secretary (PPP)
Health & Family Welfare Department
Government of West Bengal
Swasthya Bhawan, 4th Floor, Wing-B,
Salt Lake, Sec: V, Kolkata-700091**

Sub: Application and BID in response to your Advertisement dated. ----- for round the clock fair price outlet under PPP at _____ (Name of the Hospital)

Dear Sir,

With reference to your advertisement dated _____ for fair price outlet under PPP, we beg to submit our Application and offer for discount on the MRP for all items for your consideration.

As required, we enclose the following documents in sealed cover along with this letter:

- 1. Application Form duly filled in and copy of documents as per Annexure -V of the scheme document duly filled in.**
- 2. EMD for Rs _____ by Demand Draft/Pay Order no. _____ dated drawn on _____ in favour of _____.**
- 3. Bank Details of the organisation to refund the amount through ECS after completion of bidding process:**

**Name of the Organisation:
Name of the Bank account:
Bank Account No :
Bank Name :
Bank Branch Name :
Bank Address :
IFS Code :**

Yours faithfully,

Encl: as state

Signature with rubber stamp

(Name and Designation of the signatory)

Letter Head of the Organisation

Annexure-II

Application Form for selection of the Organization for fair price outlet for medicines, medical consumables, surgical items etc for _____ Hospital through PPP

1. Name of the Hospitals for which application is made	
2. Name of the Organization	
3. Status of the Organization Limited Co. / Private Ltd. Co. / Partnership Firm / Proprietorship Firm / Other (Specify)	
4. Nature of other Businesses / Activities of the Applicant relating to Medical Profession (Please tick)	<ul style="list-style-type: none"> • Retail pharmacy outlet • Authorized distributor/wholesaler of pharmaceutical companies • Others (Specify)
5. Drug License Nos (Retail/Wholesale) and valid upto _____	
6. Complete Address of the organization	
7. Other Address, if any, for business operation	
8. Phone & Fax Numbers	
9. E-mail ID	
10. Web site (if any)	
11. Year of incorporation of the organization in the existing set up	
12. Annual sales turnover for last two financial years ending March 2017	Year: Year:
13. Type of products dealing with (pl tick)	Medicines Medical Consumables Surgical items Orthopedic items Others (specify)
14. The organization (if it is retail pharmacy outlet) has business operation in front of or within two kms of the hospital for which application has been submitted Or The Organization (if wholesaler/Distributor)	Yes/No:

is handling business for more than 10 pharmaceutical companies	Yes/No
<p>15. Details of number of Staff employed in the existing retail pharmacy outlet</p> <p>Or</p> <p>In case of wholesaler/distributor, the existing organization has experience of supplying products to government hospitals under Go WB or in ESIC (please mention whichever is applicable)</p>	<ul style="list-style-type: none"> • Pharmacist: • Sales Personnel: • Others (specify): <p>a. Have experience of supplying in hospitals under Go WB :</p> <p>b. Have experience of supplying in hospitals under Go WB and ESIC</p> <p>(Pl give details)</p>
16. Working hours of existing retail outlet	
17. The organization has been operating fair price medicine outlet under PPP in any government hospital in West Bengal	Yes/No If Yes, provide details
18. Proposed man power set up in the fair price shop under PPP in case the organization is selected to operate under PPP	

Copies of documents enclosed

- 1: Copy of Memorandum & Article of Association (if applicable)
2. Copy of partnership document if it is a partnership firm
3. Copy of registration under The Societies Registration Act/The Trust Act as applicable
- 3: Copy of Drug License (must be valid on the date of application)
4. Copy of Trade License (must be valid on the date of application)
6. Copy of audited Balance Sheet, Income & Expenditure Statement, P &L Account's statement for last two financial years.
7. No conviction certificate (Notarized document needs to be provided stating that "The organization has not been convicted by the state drug authorities and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter")
8. Supporting documents in respect of Serial numbers 11, 14, 15 and 16 of this application format

Name of the signatory in full:

Designation

Signature with stamp

Dated this __ day of __, 2018

On the Letter Head of Bidder

Annexure -III (Declaration)

NOTARIES
CERTIFICATE
WITH STAMP &
SEAL

This is to affirm that no litigation is pending on date and no penal measures were/has been taken against the Organization by any appropriate / competent authority under applicable Acts and laws' of India.

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2018

[Signature with stamp]

Annexure-IV

Format of undertaking regarding compliance with terms of scheme

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2018

To:

**Secretary (PPP)
Health & Family Welfare Department
Government of West Bengal
Swasthya Bhawan, 4th Floor, Wing-B,
Salt Lake, Sec: V, Kolkata-700091**

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the **“Selection of Private Partner for Establishment of Fair Price Medicine Shop at Government Hospitals under Public Private Partnerships (PPP)”**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and comply with the terms of the Scheme as set out in the Tender Documents and the Contract(s).

Dated this __ day of __, 2018

Undertakings

We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined carefully the Tender Documents, including all the Addenda.

We acknowledge that H&FW Department will be relying on the information provided in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for establishment of Fair Price Medicine Shops in different hospitals of West Bengal. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted / suppressed which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.

We shall make available to H&FW Department any clarification, it may find necessary or require, supplementing or authenticating the Financial Bid.

We acknowledge the right of H&FW Department to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason whatsoever or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We acknowledge and confirm that all the undertakings and declarations made by us in our Technical Bid are true, correct and accurate as on the date of opening of our Financial Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid.

We acknowledge and declare that H&FW Department is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Documents.

We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall communicate advice H&FW Department of the same immediately.

[Note to Bidders: The Bidders are required to quote the Percentage of Discount on MRP on Medicines, Consumables etc up to two decimal points.]

We acknowledge, confirm and undertake that:

The terms and conditions of the Tender Documents the Percentage of Discount on MRP being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially viable and sustainable on the basis of information and experience available in our records.

We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Financial Bid or question any decision taken by H&FW Department in connection with the evaluation of the Financial Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.

We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.

We have studied the Tender Documents (including all the Addenda, Annexure and Appendices) and all the information made available by or on behalf of H&FW Department carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by H&FW Department or in respect of any matter arising out of or concerning or relating to the Bidding Process.

We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against H&FW Department if the Contract are not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Kolkata will have exclusive jurisdiction in the matter.

Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

In witness thereof, we submit this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this *[insert]* day of *[insert month]*, 2018

[Signature]

In the capacity of __

[Position]

Duly authorized to sign this Bid for and on behalf of __

[Name of Bidder]

[Signature]

In the capacity of __

[Position]

Duly authorized to sign this Bid for and on behalf of __

[Name of Bidder]

ANNEXURE-V

Checklist of documents submitted with the Technical Bid

Sl Number	Document	Uploaded Status
<u>1</u>	Annexure I: Draft of the covering letter, with EMD information	
<u>2</u>	Annexure II: Duly filled in “ Application Format ” for the Organizations intending to apply for the scheme	
<u>3</u>	Annexure III : Declaration duly Notarized stating: ‘ This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws ’	
<u>4</u>	Annexure-IV- Format of undertaking regarding compliance with terms of scheme	
<u>5</u>	Copy of Registration Details of the Organization	
<u>6</u>	Memorandum & Article of Association (if applicable)	
<u>7</u>	Copy of the partnership deed if it is a partnership firm	
<u>8</u>	Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2017	
<u>9</u>	Copies of all relevant licenses including appointment letter of Pharmacist and other staffs	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

Dated this __ day of __, 2018

[Signature]

In the capacity of _

[Position]

Duly authorized to sign this Bid for and on behalf of __

[Name of Bidder]

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.

(Signature)

BMOH _____ 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 :

(Signature of Private Sector Partner)

Place :

Name of the Organization:

Address

Schedule 3

Performance Security: Bank Guarantee

Proforma of Bank Guarantee/ Security Deposit

Form of unconditional Bank Guarantee for establishment of Fair Price Medicine Shop at _____ Hospital, _____ District under Public Private Partnership (PPP) EOM mode by the Department of Health & Family Welfare, Government of West Bengal

Bank Guarantee Bond No.:

Amount of the Guarantee:

Guarantee amount covered from (date):

Last date of lodging of claim:

1. This Deed of Guarantee executed by _____ Bank, ----- (**Branch and complete address**) [hereinafter referred to as **“The Bank”**] in favour of MSVP/Superintendent of _____ Hospital, _____ (**address and District**) [hereinafter referred to as **“The Beneficiary”**] for an amount not exceeding Rs _____ (figures and words) at the request of _____ (**name and complete address of the private partner**) [hereinafter referred to as **“The Party”**]

2. This Guarantee is issued subject to the condition that the liability of The Bank under this Guarantee is limited to maximum of Rs _____ (figures and words) and the Guarantee shall remain in full force upto _____ (**last date 66 months (EOM) from the date of execution of this document**) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on The Bank on or before the last date of claim. In consideration of The MSVP/Superintendent/BMOH of _____ Hospital, _____ (**address and District**) [“The Beneficiary”] having agreed to award a contract in favour of _____ (**name and complete address of the private partner**) [The Party] for establishment of Fair Price Medicine Shop at _____ Hospital, _____ District under PPP mode vide Order no, _____ and as per the terms and conditions of the agreement between The MSVP/Superintendent of _____ and _____ (name of the private partner), The Party is required to furnish Performance Security in the form of Bank Guarantee for an amount of Rs _____ (figures and words)

3. We, The ----- Bank, _____ Branch _____ (address) do hereby undertake to pay a sum of Rs (figures and words) against breach by the said Party of any of the terms and conditions of the agreement between The MSVP/Superintendent/BMOH of _____ Hospital, _____ and The Party.

4. Notwithstanding anything to the contrary, decision of “The Beneficiary” as to whether “The Party” has made any default or defaults and the amount or amounts to which “The Beneficiary” is entitled by reason thereof will be binding on “The Bank” and “The Bank” shall not be entitled to dispute such claim or claims or ask “The Beneficiary” to establish such claim or claims under this Guarantee and will pay the amount forthwith without any objection

5. We, The ----- Bank, _____ Branch _____ (address) do hereby undertake to pay the amount claimed to or would be caused to or suffered by “The Beneficiary” by reason of any breach by “The Party” of any of the terms and conditions contained in the said agreement or by reason of failure by “The Party” to perform the said agreement. However, the liability of “The Bank” under this Guarantee shall be restricted to an amount not exceeding Rs _____ (figures and words).

6. "The Bank" do hereby undertake not to revoke this Guarantee during its currency except with the previous consent of "The Beneficiary" in writing.
7. Notwithstanding anything contained hereinabove, the liability of "The Bank" under this Guarantee is restricted to an amount of Rs _____. This Guarantee shall remain in force upto _____ (*date, month and year*)
8. In case of extension of time for the Bank Guarantee, the same shall have to be extended at The Party's cost.
9. The Bank shall have no obligation to go into the veracity of any demand made by the "Beneficiary" and shall pay the amount specified in the demand notwithstanding any directions to the contrary given or any dispute whatsoever raised by the " The Party".
10. It will not be necessary for the "Beneficiary" to move against the "The Party" first and the guarantor (Bank) will be treated as the principal debtor for the purpose.
11. Obligation of the guarantor (Bank) shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted or postponement/ non exercise/ delayed exercise of any of its rights by the "Beneficiary" or any indulgence shown by the "Beneficiary" to the "The Party".
12. This guarantee shall not be affected by any change in the constitution or winding up of the "The Party"/ the Guarantor (bank) or any absorption, merger or amalgamation of the "The Party"/ the Guarantor.
13. The guarantee amount is to be made payable at Kolkata.
14. The address, mode (fax, letter, e-mail) to be sent by registered/speed post and time by which any notice is to be sent may be incorporated.
