

RFP No.- BPPI/DIST MGT/AI/2017



RFP for Selection Of Agency

**To Provide Consulting Service and Implementation of
End to End Service Solution for Jan Aushadhi Scheme
(Pradhan Mantri Bhartiya Janaushadhi Pariyojana)**

Bureau of Pharma Public Sector Undertakings of India (BPPI)

**(Set up under the Department of Pharmaceuticals, Govt. of India) IDPL Corporate
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1. Introduction

1.1 About Jan Aushadhi Scheme

The Jan Aushadhi Scheme was launched in 2008, with the aim of selling quality generic medicines at affordable prices through dedicated sales outlets i.e. Jan Aushadhi stores in various districts of the country. Some of the objectives of the Scheme were laid out as follows:

- Ensure access of quality medicines to the people of the country across all the states, district, block and talukas.
- Extend coverage of quality generic medicines so as to reduce, and thereby redefine, the unit cost of treatment per person.
- Develop a model which can be replicated not only in India but also in other less developed countries in their common goal of improving quality affordable health care.
- Ensure accessibility of any prescription drug or over-the-counter (OTC) drug for anybody at affordable prices.
- Create awareness about generic medicines through education and publicity so that quality is not synonymous with only high price
- Be a public program involving State governments, the Central government, Public Sector enterprises, private Sector, NGOs, Cooperative bodies and other institutions.
- Create a demand for generic medicines by improving access to better healthcare through low treatment costs and easy availability wherever needed in all therapeutic categories.

1.2 About Bureau of Pharma Public Sector Undertakings of India

BPPI is an independent society set up by the Department of Pharmaceuticals (DoP), Ministry of Chemicals and Fertilizers in December 2008. BPPI facilitates effective collaboration and cooperation in furthering the working and resources of the five CPSUs under the DoP, and is the implementing agency for the Pradhan Mantri Bhartiya Janaushadhi Pariyojana. BPPI's mission is "To make generic medicines available for all". BPPI is managed by a Governing Council, a President and a CEO. The organization has independent finance and accounts department, operations and administration. BPPI's responsibilities are:

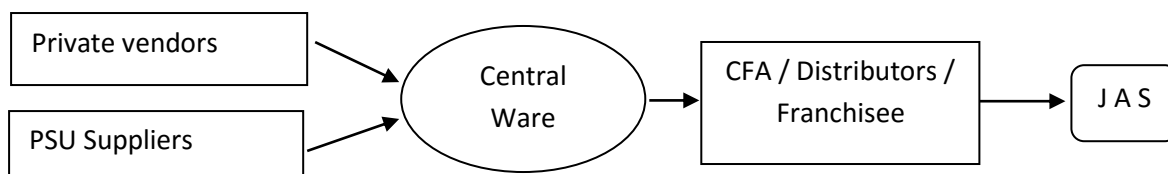
- Co-ordinate availability marketing of the generic drugs through the Jan Aushadhi stores
- Co-ordinate supply of medicines in the states
- Coordinate with State Governments to open Jan Aushadhi stores
- Coordinate with hospitals in preparation of formulary
- Monitor proper running of Jan Aushadhi stores
- Monitor functioning and activities of the Jan Aushadhi stores

1.3. Present Distribution Management and IT support at BPPI

The structure of the existing Supply Chain for the Jan Aushadhi scheme is given below.

- **Distribution**

The existing structure of distribution management involves the following mechanism & intermediaries as is given below,



- **Central Warehouse** of BPPI is located at IDPL complex, Gurgaon where all the Jan Aushadhi products are stocked. All the products procured from manufacturers are kept at central warehouse and are available for sale, after they have passed the quality test conducted by NABL accredited laboratories.
- **Carrying & Forwarding agents (CFA)** are the agents of BPPI responsible for stocking Medicines, Drugs, Surgical & Promotional Items and serving BPPI Distributors, Jan Aushadhi Stores, Hospital distributors and also institutional supplies, located in the state/states for which the respective CFA is appointed.
- **Distributors** are independent medicine stockists appointed to serve an assigned area. The distributor is responsible for
 - (a) Procure drugs and medicines in a planned manner from BPPI for stocking and distribution
 - (b) Procurement of orders from retailers, Jan Aushadhi stores, hospitals and Institutions in assigned area on a regular basis and execution of the same.
 - (c) Manage financial transaction of the JAS and act as feeder points of these to BPPI
- **Franchisees** are business partners of BPPI and manage a number of Jan Aushadhi Kendra's as a group under their technical and financial control. The Franchisee procure medicines from BPPI and further disburse the same to the group JAK. All financial matters of these JAK are managed by the Franchisee agent.
- **Jan Aushadhi stores / Kendra's** are the retailers responsible for retail sale of Jan Aushadhi products and constitute the POS for BBPI. They procure the Jan Aushadhi products from the distributors and further act as feeders to the ultimate customers.
- **Current status and future perspective of BPPI**

The current strength of the Jan Aushadhi Kendra's being managed by BPPI is around 1500 Stores, which is likely to go up to 3000 Stores by 2017 end. The turnover on sales for the last FY was 30 Cr, which is envisaged to go up by 100% by the end of this FY. The current servicing cost for managing these JAK through the channel partners is approx. 15% of the sales turnover.

1.4. Existing IT Arrangement

BPPI has two distinct and standalone IT software's to run the entire gamut of the supply chain. These are as follows;

- (a) Retailgraph is the web based software utilized by the Corporate Office, the Central warehouse, CFA and the Distributors. This Software is primarily being used for managing the Procurement, Logistics, Warehouse management, Order placement by the CFA and Distributors, MIS generation and for Quality data requirements. This is however only being utilized by 50% of the current distributors. The reason for non-utilization, as claimed by these nonusers, is attributed to the difficulty in executing the software, especially in places which are poorly connected to the web.
- (b) E Shoppe is the software being used by the Jan Aushadhi Stores for their order placement, receipt, and billing to the ultimate customer. Utilisation is just 30% as on date, with more reliance on manual modes of data capture and record keeping. The installation, training and hand holding for these two software's are being arranged and organized by the IT staff of BPPI.

1.5. The Futuristic outlook

The traditional outlook of the enterprise has been based on order fulfilment without taking into consideration customer satisfaction and cost optimisation. This limited view accompanied with the inefficiencies inherent in the existing supply chain has had its pitfalls by way dissatisfaction expressed by the ultimate customers as well as the channel partners. These emerging negativities has now paved the way for a renewed approach to manage the end to end supply chain management with an ultimate aim to enhance and sustain the Customers satisfaction.

To this end, it has now become imperative that IT and speedy information flow, supported by a robust and agile supply chain mechanism be put in place at the earliest, so as to achieve higher levels of value for money to the ultimate customer. The futuristic outlook would be based on the following parameters;

- (a) Enhanced availability and traceability
- (b) Speed of delivery
- (c) Faster Information flow
- (d) Customer centric approach
- (e) Agility and responsiveness

1.6. Necessity for this RFP

With the aim to bring about the envisaged change in the entire system of distribution management based on the present context in line with the futuristic outlook, it is of utmost importance that positive changes be brought about at all levels at the earliest for achieving of the same.

This RFP is thus necessary for ensuring and sustaining the following aspects of Logistics and SC Management;

- (a) Warehousing improvement - traceability of inventory, ease of dispatch, Documentation, Speed of order execution, best practices in WMS, optimum manpower engagement, IT utilisation and lesser dependence on manual systems, Space utilisation and local nodes, engagement of 3PL etc.
- (b) Efficient Logistical system – Speed of delivery, Tracking system, Cost optimisation, Load balancing, multimodal distribution, space utilisation, hub and spoke mode, last mile delivery, conventional system and innovative methods for order fulfilment, document management, adherence to various aspects of local and central taxes, governance and ethics.
- (c) Information flow and IT – Speed of information sharing on real time basis, Order fulfilment , early warning and alert systems, HH Device utilisation, Inventory control and management, Efficient and effective Forecasting, ABC, VED, FNS systems, WMS for efficiency and speed of picking and packing, Barcoding and RFID system integration, ease of operation along the supply chain to the last user, real time data management system, offline efficiency and upgrading of the data base, Visibility and interpretation for minimizing stock out sit, expiry management system, MIS and decision making systems.
- (d) Financial Management – Collections and receivable management, Debit / Credit management and speed of disbursement, System Visibility and estimations.

In essence the bidder should provide a composite and integrated solution which would be based on an IT platform for the complete Logistics and supply chain Network model, supported by an mobile application system and JAS receivable financial management, which should be capable of connecting the various Jan Aushadhi stores and ensure that the distribution management system of BPPI is capable of seamless functioning with least impediments, while adopting the best practices in procurement, distribution and warehouse management in order to make generic drugs available at all the Jan Aushadhi stores in an estimated shortest possible time frame.

1.7. Goals of this RFP

Bureau of Pharma Public Sector Undertakings of India (BPPI) invites Request For Proposal from bidders for selection of Agency to provide consulting Service and implementation of end to end service solution for Jan Aushadhi Scheme. The Agency will be responsible for developing a web-based application for drug distribution, ordering, and inventory management, providing training to application users and maintaining and operating the software at the store level as well as at the central warehouse. The Agency will also be responsible for ensuring the timely supply of Jan Aushadhi products (drugs and other) to Jan Aushadhi stores. The scope of distribution system for this RFP will be the PAN India.

The RFP intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested bidders.

1.8. RFP Issuing Authority

This RFP is issued by the Bureau of Pharma Public Sector Undertakings of India (BPPI), intended to shortlist potential bidder. BPPI's decision with regard to the shortlisting of most eligible bidder through this RFP shall be final. BPPI reserves the right to reject any or all bids without assigning any specific reason.

Sr .No.	Item	Description
1	Project Title	RFP for the Selection of Agency to provide consulting service and implementation of End to End service solution for Jan Aushadhi Scheme.
2	Client Details	
	Organization	Bureau of Pharma Public Sector Undertakings of India
	Contact Person	Mr. George K Poonjatt GM, SCM (Distribution) Email : gm.scm.bppi@gmail.com Tel: 0124-4556756 Mr. Hitesh Bhaskar Deputy Manager (IT) Email : dmit.janaushadhi@gov.in Tel: 0124-4556759
	Contact details	Bureau of Pharma Public Sector Undertakings of India (BPPI) IDPL Corporate office, IDPL Complex, Old Delhi Gurgaon Road, Dundaheera, Gurgaon-122016 (Haryana). Tel: 0124-4223074/4556750, Fax: 0124-2340370, website: janaushadhi.gov.in

1.9. Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

Sr .No.	Milestone	Date and time
1.	Release of Tender	13-06-2017
2.	Pre-Bid Conference	27-06-2017 (11:00 A.M)
3.	Last date for submission of Tender	04-07-2017 (At 5:00 PM)
4.	Opening of Technical Bid	05-07-2017 (At 11:00 AM)
5.	Presentation to the Technical committee	06-07-2017 (At 11:00 AM)
6.	Opening of Financial Bid	07-07-2017 (At 11:00 AM)

2.0. Instruction to Bidder

2.1. Bidding Terms and Conditions

1. This RFP should not be construed as an offer and is issued with no commitment. BPPI reserves the right to withdraw the RFP and change or vary any part thereof at any stage. BPPI also reserves the right to disqualify any bidder, should it be so necessary at any stage if BPPI determines that such action is in the best interest of the Jan Aushadhi Scheme (Pradhan Mantri Bhartiya Janaushadhi Pariyojana).
2. BPPI reserves the right to call additional parties at the time of inviting proposals at later stages, as deemed necessary.
3. The responses received through this RFP would be first screened on the basis of eligibility. There after the eligible responses would be evaluated for the Technical criteria and the presentation for Approach & Methodology and the bidder would be shortlisted.
4. The bidder submitting their proposals must be able to commit to engage with BPPI for at least 10 years.
5. The bidder should agree to make presentations related to the information sought in response to this RFP if so requested by BPPI. The bidder may use this opportunity to showcase the tools or any other solution proposed as part of the methodology.
6. The bidder shall bear all the costs for participation in the bid process including preparation of responses to the RFP and presentation to BPPI and must be ready to undertake this activity on its own.
7. Timing and sequence of events resulting from this RFP shall ultimately be determined by BPPI.
8. No oral conversations or agreements with any official, agent, or employee of BPPI shall affect or modify any terms of this RFP.
9. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against BPPI or any of their respective officials & employees arising out of, or relating to this RFP or these procedures.
10. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
11. Each applicant shall submit only one RFP response as specified in RFP.
12. The RFP Response should detail out the full technical solution and approach to be followed for the assignment.
13. The proposal and all correspondence and documents shall be written in English.
14. Since the requirements of BPPI for implementation of the IT and Distribution, terms of solutions and scope and expertise required are unique, BPPI intends to consider only those IT services and Logistics organizations that have the requisite capability and competency, in terms of technical strengths, experience of carrying out similar project and financial stability to address the requirements of BPPI to provide the IT and Distribution end to end Implementation Services.

15. The offer as per the tender specifications are invited from Consulting Service providing Agencies who have experience in Software Design and Development for BPPI web portal with maintenance & support services, Design, Development, Maintenance and support services of Web portal, Hosting and web application, Mobile Application and also have logistic distribution experience.
16. Keeping this requirement in mind BPPI has formulated the eligibility criteria to select the organizations/companies that have the requisite experience, competence and financial strength.
17. The Bidder is expected to examine all instruction, forms, terms and preliminary requirement specifications in the bidding document. In addition, the BPPI will provide document checklist at the beginning of the Tender Form. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.
18. The BPPI shall permit Proprietor firm, Partnership firm, single individual company or consortium of maximum Three Partners (hereinafter referred to as 'Bidder' or 'Prime Bidder' respectively). The Consortium may take the form of a Joint Venture (JV) or sub-consultancy. In case of JV, all members, or member which is authorised to do so, of the JV shall sign the contract and shall be jointly and severally liable for the entire assignment. The BPPI shall only deal with lead member of the consortium for the all-purpose, If the bidder is consortium, each partner should meet at least 25% (and the lead Partner should meet at least 50%) in case of financial turnover.
19. Eligibility criteria will be used for assessing the capability and the competence of the bidders.
20. All the bidders will be assessed against the Pre-qualification criteria and all the criteria listed in this section will be used for evaluation.
21. The bids of those bidders who meet the Pre-qualification criteria only will be evaluated further for their technical bids.
22. The technical and financial bids of those bidders, who fail to meet the eligibility criteria, will be returned to the respective bidders, without opening and any further processing.
23. Keeping in mind the requirements laid down in the eligibility criteria, the bidders are suggested to assess their own capability and competency before submitting the bids.
24. The bidders participate in the bidding process with a clear understanding and unambiguous undertaking that, their technical and commercial bids are liable to be returned back to them, without opening and any assessment, if they fail to meet the eligibility criteria.
25. The criteria which are prescribed as Pre-qualification eligibility criteria for bidders interested in undertaking the BPPI's IT and Distribution Project. Over and above the eligibility conditions, the bidder must also possess the technical know-how and the financial wherewith that would be required to successfully provide the services sought by the BPPI for the entire period of the contract.

26. A Pre-bid meeting for the particular tender will be held at BPPI, Gurgaon on the date and time mention on the tentative calendar of events. The bidder or their representatives with valid authorization are required to confirm their participation by sending an email to dmit.janaushadhi@gov.in before 5:00 PM on day before the scheduled day. Attending the pre bid meeting is not mandatory. The bidder may attend the meeting if he has any doubts to be cleared and suggestions to make. Representative without valid authorization letter will not be allowed to participate in the pre bid meeting.
27. Bidder should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BPPI to provide services of IT and distributions.
28. Government –owned enterprises in the BPPI’s bid may participate only if they are legally and financial autonomous and operate under commercial law.
29. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank or any Organization.
30. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the BPPI shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.
31. The offer should be inclusive of all taxes till the period of contract. Escalation in base prices will not be allowed.
32. The offer Prices shall be quoted in Percentage only. The percentage would be the Turnover of the Selling price of BPPI. No assumptions are to be made regarding concession certificates. The offer price should inclusive of Indian Service Tax or GST and must be written on price tender form in envelope 2.

2.2. Compliant Proposal / Completeness of Response

1. Bidders are advised to study all instruction, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirement of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidder must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c. Comply with all requirements as set out within this RFP.

2.3. Pre-bid Meeting & Clarifications

2.3.1. Pre-bid Conference

1. The BPPI shall hold a pre-bid meeting with the prospective bidder on 27th June, 2017 at 11:00 AM at Conference hall, IDPL Complex, Gurgaon, Haryana.
2. The Bidder will have to ensure that queries for Pre-bid meeting should reach to :
Mr. George Poonjat
General Manager (SCM)
Bureau of Pharma Public Sector Undertakings of India (BPPI)
IDPL Corporate office, IDPL Complex,
Old Delhi Gurgaon Road, Dundaheera, Gurgaon-122016 (Haryana).
Tel: 0124-4556756
Email : gm.scm.bppi @ gmail.com
3. The query should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification	Points of clarification	Suggestions (if any)
1				
2				
3				
4				

2.3.2. Responses to Pre-bid queries and issue of Corrigendum

1. The officer notified by the BPPI will endeavour to provide timely response to all queries. However BPPI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does BPPI undertake to answer all the queries that have been posed by the bidders.
2. At any time prior to the last date for receipt of bids, BPPI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.janaushadhi.gov.in & www.eprocure.gov.in.
4. Any corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BPPI may, at its discretion, extend the last date for the receipt of Proposals.

2.4 Key Requirements of the Bid

2.4.1. Right to Terminate the Process

BPPI may terminate the RFP process at any time and without assigning any reason. BPPI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2.4.2. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BPPI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. BPPI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3. RFP Document Fees

1. RFP document can be download from the website www.janaushadhi.gov.in & www.eprocure.gov.in. A non-refundable bank demand draft of RFP document fees of **Rs. 10,000, drawn in favour of "BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKING OF INDIA", payable at DELHI/GURGAON** from any scheduled commercial banks, should be submitted along with Pre-qualification bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
2. In case of a Consortium the Demand Draft of RFP Document Fees will be in the name of the Lead Partner of the consortium that submits the bid.
3. The RFP Document must submitted in the Pre-qualification bid cover.
4. The RFP Document Fees shall be valid for period of 6 Months from date of submission of Bid document, or beyond any period of extension if requested.

2.4.4. Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rs. 5 Lakhs only, in the form of Bank Guarantee or Fixed Deposit issued by any nationalized bank in favour of **"BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKING OF INDIA", payable at DELHI/GURGAON** from any scheduled commercial banks and **should be valid for 6 months** from the last date of submission of the tender.
2. EMD must be submitted in the Pre-qualification bid covers.
3. EMD of all unsuccessful bidders would be refunded by BPPI within 30 days of the

bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

4. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
5. Grace of 15 days on the duration of validity of EMD will be given to bidder in case, where the last day of bid submission will be extended and bidder has already made the EMD.
6. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
7. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.4.5. Submission of Proposals

1. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Pre-Qualification Criterion : **(1 Original + 1 Copies + 1 CD)** in first envelope
 - Technical Proposal : **(1 Original + 1 Copies + 1 CD)** in second envelope
 - Financial Proposal : **(1 Original)** in third envelope

Any Non-conformity to these 3 bids will make the proposal unworthy.
2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
3. Please Note that Price should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Financial Proposal.
4. All financial offers must be prepared and submitted in the following format:

Bundled Services for providing consulting service and implementation of end to end service solution for Jan Aushadhi Scheme.	_____% of Turnover (In words) _____% of Turnover
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5. Bidder should not quote his offer anywhere directly or indirectly in Technical Envelope, failing which the Commercial Envelope shall not be opened and his tender shall stand rejected.
6. The Bidder has to quote the prices in Commercial Envelope only
7. The Bidder shall include in the Bid Price all local taxes and duties as applicable on amounts payable by the Agency under the Contract. All taxes, duties and other impositions as applicable in India shall always be deemed to be included in the Financial Proposal.
8. Bid/Contract price shall remain fixed for the entire Contract Period without any escalations.
9. The bidder shall quote the rates and the prices entirely in the Indian Rupees Percentage (%).

10. The Financial Proposal shall include all commercial implications and all applicable taxes should also be included in the Financial Proposal.
11. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Selection of Agency to provide consulting service and implementation of End to End service solution for Jan Aushadhi Scheme <RFP Reference Number: BPPI/DIST MGT/AI/2017> and the wordings "DO NOT OPEN BEFORE 5th July, 2017 at 11:00 AM".
12. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, Mobile number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
13. All the pages of the proposal must be properly binded, sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Loose bid or improperly binded bid will be rejected.
14. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
15. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who sign the bid.
16. In case of any discrepancy observed by BPPI in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
17. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by BPPI in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.4.6. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

2.4.7 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

2.4.8. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to BPPI at the address specified below:

Address To	Mr. George Poonjat
Address	Bureau of Pharma Public Sector Undertakings of India (BPPI) IDPL Corporate office, IDPL Complex, Old Delhi Gurgaon Road, Dundaheera, Gurgaon-122016 Haryana.
Telephone	0124-4223074/4556750
Email ID	gm.scm.bppi @ gmail.com
Last Date & Time of Submission	4 th July, 2017 at 5:00 PM

2.4.9. Late Bids

1. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
2. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. BPPI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
4. BPPI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.4.10. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 45 days from the date of submission of Tender.

3. Bid Evaluation Criteria

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by Committee appointed by BPPI. The Committee may consider recommendations made by external experts/consultants. The decision of Committee shall be final.

The Committee will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

The Committee may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 – Pre-Qualification (PQ) Criteria
- Stage 2 – Technical Qualification Criteria (Technical Bid)
- Stage 3 – Commercial Bid

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

3.1. Pre-qualification Eligibility Criteria

The Committee will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria, as brought out in table below, will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage-2.

Those Bidders who do not qualify at Stage 1 will not be considered for any further processing. The EMD money, in respect of such Bidders, will be returned on completion of bidding process. It is, therefore, advised that only those Bidders, who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be based on the information / response provided by the bidder and the supporting documents as mentioned below:

Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Document Required
1	The bidder must be a legal entity like Proprietor firm, Partnership firm, Company registered in India as per companies Act, Association of Person (AOP) or any other entity. In case of Consortium, each member of Consortium must be registered legal entity. The bidder or all the members (in case of Consortium) should have been operational in India since last five years.	Registration of firm, partnership Deed, Certificate of Incorporation of all companies from Registrar of Companies (ROC).
2	The bidder or in case of consortium, all partners should be an income tax assessee.	Provide Income Tax assessment order/returns for last five financial years 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16.

3	Audited Balance sheet and P & L of the last five Financial Years 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17.	Provide Balance sheet and P & L duly signed and stamped by Chartered Accountant.
4	The Bidder should not be blacklisted by any Central/State/Govt. Undertaking or Organization	Form as per Annexure duly filled in, signed and stamped as specified for the Bidder or Each Member of Consortium.
5	Possession of a valid Drug License.	Provide a Copy of the drug license if already available or an undertaking to obtain the required license(s) within the stipulated time period after the issue of LOI.
6	The Bidder or each member of consortium should have a PAN Card and valid Service Tax Registration or VAT or CST if applicable.	Provide registration Copy of Service Tax or CST or VAT and PAN Card of the Bidder or each member of Consortium.
7	Overall Turnover : Average annual turnover of the Company or in case of consortium (Consortium partners Cumulative Turnover) of INR Rs. 10.00 Crore during the last Five financial years 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17. (The Leading Member of consortium must have 50% of total turnover)	Audited Financial Statement (reflecting overall turnover)/annual report containing financial statement for the five financial years. CA certificate of overall turnover of last 5 years.
8	Financial standing with bank reference of Bidder or all consortium partners.	Certificate from the Bank must be attached.

Functional Proficiency and Expertise

Sr. No.	Functional Proficiency and Expertise	Documentary Evidences Required
1	Medicine Distribution Experience: The Bidder or any one member of the Consortium must have experience of at least 5 years of Medicine Distribution service.	Providing Experience Proof (exa. Medicine Distribution Agency certificate etc.)
2	ERP Experience: The Bidder or any one member of Consortium must have experience and satisfactorily completed ERP Software Project. Having own team for design, development, Implementation of ERP Software. Also the Bidder or any other member of Consortium must have integrated IT capability with reputed, robust and time-tested software.	Project Citation of each project or Service Agreement or Work order or Completion certificates from the client and Supporting documents.

3	Logistic Services: The Bidder Company or any one member of Consortium must have provided logistic service or having separate MoU with at least 2 Logistic service providing company having pan India network. Also the Bidder or any other member of Consortium must demonstrate technical capability for efficient transport or delivery fleet, tracking of the consignment, warehousing capability and manpower for running the same.	Notarized copy of MoU on Stamp Paper and List of State wise office Address. Documentary proof to be provided as part of the response document and the same to be demonstrated during the technical presentation.
4	Key Personnel: The Bidder or Consortium should have sufficient man power and experts on the subject matter on their employment roll, who are capable of delivering large value projects successfully as per the TOR of this RFP.	Brief CV (with Sign) of Key Personnel (at least 20 CVs) who are on the permanent roll of the company to be attached for assessment.

3.2. Technical Qualification Criteria (Stage-2)

This evaluation will be carried out on total score of 100 on basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under:

Evaluation Criteria

Sr. No.	Parameters taken for evaluation	Marks allotted
1	Turnover : Average annual turnover of the Bidder or in case of Consortium, for the last five financial years 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17.	Up to Rs. 15 Crores = 5 Marks Above Rs. 15 Crores = 10 Marks
2	Medicine Distribution Experience: Average Annual turnover of the Bidder or Any member of Consortium must have involved in services of Medicine Distribution of the last five financial years 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17.	Up to Rs. 25 Crores = 5 Marks Up to Rs. 30 Crores = 10 Marks Up to Rs. 35 Crores = 15 Marks More than 40 Crores = 20 Marks
3	ERP Software Experience: Average Annual turnover of the Bidder or Any member of Consortium must have involved in design, development and implementation of ERP Software during last five Financial Years 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17..	Up to Rs. 3 Crores = 5 Marks Up to Rs. 6 Crores = 10 Marks More than Rs. 6 Crores = 15 Marks
4	Origin of Software : Nature of software origin	Indigenously developed = 5 Marks International customised = 15 Marks

5	Presentation : Presentation to the Technical committee for Methodology of proposed model, Fact presentation and capability demonstration	Maximum Marks = 40 Marks
	Total Marks	100

Any critical noncompliance/deviations may lead to disqualification of the Bidder.

After Qualifying in Prequalification Criteria, in technical Bid, the Bidder has to give Presentation before the Technical Committee. Bidder has to achieve 70% of the total technical score to qualify for stage 3 assessment.

Only those bidders who qualify through the Stage 2 - Technical evaluation stage will be short listed for commercial evaluation.

In addition, BPPI may, at its sole discretion decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately if such normalization exercise is resorted to.

3.2.1 Presentation

Adequacy of the proposal and experience in Design, Development, Implementation and maintenance of ERP Software and Distribution Service of the bidder will be evaluated by presentation. BPPI may consider recommendations made by external experts.

BPPI will schedule the presentations as on 6th July, 2017 at 11:00 AM at BPPI Office. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

1. The Technical Evaluation Committee (TEC) may invite prequalified bidders to make a presentation on a date, time and venue determined by BPPI to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project plan and governance structure and the quality of the project team etc.
2. The presentation of the Technical Proposal should be made by the proposed Program /Project manager of the bidder for this Project with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.
3. The presentation of the technical proposal should also cover demonstration of the proposed ERP Software and Distribution solution highlighting the technical requirements of BPPI and to validate the specific technical specifications.
4. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations.

The presentation is broadly divided into two parts & bidder should make separate presentation of the topics mentioned below:-

3.2.1.1. Project Deployment Experience

Bidder has to demonstrate the capability in deployment and maintenance of ERP Software and Distribution Network successfully running in any part of the India. It is suggested that

bidder should choose one best Live project which is successful in the organization like Procurement management, Demand management Warehouse management, Finance management, Quality control, Expiration management, Distribution Network, Real Time tracking material status etc.

All mandatory documents to support the work experience to be submitted by bidder along with bid. Bidder may also furnish additional information in order to provide more clarity in the existing solution.

3.2.1.2. Suitability of Solution Proposed

The Bids will be evaluated on the flowing parameters for project approach & methodology taking into consideration his response received in Technical Bid and his presentation before the Technical Evaluation Committee (TEC) of BPPI.

1. Detailed Architecture of Proposed Model
2. Approach with integration of ERP Software with Distribution Partner's system
3. Product Features
4. Value addition Proposed to Proposed Model
5. Data Security Protocols

3.3 Financial Evaluation Criteria

- Financial Proposals shall be opened publicly in the presence of the technically qualified bidder's representatives.
- The Financial bids of those bidders who have scored 70 or more marks out of 100 marks in the technical evaluation will only be opened. The bidders whose bids do not qualify on technical evaluation criteria may collect their un-opened financial bids from BPPI on prior intimation within 15 days from opening of the financial bids.
- Only fixed margin financial bids indicating total margin for all the deliverables and services specified in this bid document will be considered and any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

4. Bid Evaluation Process

4.1. Bid/Technical Evaluation Committee

The Bid/Technical Evaluation Committee shall evaluate the bids. This may involve the representations from BPPI and/or other department's experts. The decision of the Bid/Technical Evaluation Committee in the evaluation of the Pre-qualification, Technical and Financial bids shall be final.

4.2. Bid Opening Sessions

- The bids will be opened on the specified date, time and address in the presence of bidders' representatives who have been authorized to attend the Bid opening sessions.
- In the event of the specified date of bid opening being declared a holiday for BPPI, the Bids shall be opened at the same time and location on the next working day.
- BPPI will go ahead with bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.
- Opening of Financial Proposal – The Financial bids of only those bidders who have scored more than the threshold points as prescribed in the Technical Evaluation process will be opened.
- The Financial bids of those who have scored less than the threshold points as prescribed, will not be opened

4.3. Proposal Evaluation Process

- Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by BPPI.
- BPPI or such other authority designated by BPPI as the case may be is also referred to herein as the Committee of Experts (or "Committee").
- BPPI has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
- BPPI has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
- Evaluations of bids will be only on basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications ask by BPPI during the evaluation process.

4.4 Clarifications during Bid Evaluation

- During the time of the evaluation of the Technical or/and Financial Bids, BPPI may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or in personal in given time.
- The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for BPPI to state its requirements clearly and for the bidder to, more clearly, state its proposal.
- If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
- The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, BPPI has the right to make assumptions on the Technical or/and Financial Bids submitted by the Bidder and if such assumptions lead to disqualification of the Technical or/and Financial Bids, BPPI is not accountable for these omissions.
- All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier

information in the proposal, the information provided in later stages will be the part of the contract for implementation between Bidder and BPPI.

- Evaluations of bids will be only on basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by BPPI during the evaluation process.
- If any of the responses by the Bidder to the queries sent by BPPI has commercial implications, these commercial aspects will not be accommodated in the evaluation process.
- Evaluation of the bids will be done in the following sequence and at the end of every stage, short listed bidders will be informed of the results of evaluation
 1. Scrutiny of Bid Security and adherence to general guidelines
 2. Evaluation for Pre-Qualification Eligibility
 3. Evaluation of Technical proposal
 4. Evaluation of Financial proposal
 5. Determination of best value bid using **Quality and Cost Based System (QCBS)** method.

4.5 Rejection Clause

1. The Proposal has to be submitted in the form of printed document. The Proposals submitted by Telex, fax or email shall not be entertained.
2. Any condition put forth by the agency non-conforming to the Proposal requirements will not be entertained at all and such Proposal will be rejected.
3. If a Proposal is not responsive and not fulfilling the conditions, it will be rejected by BPPI and shall not subsequently be accepted even if it is made responsive by the agency by correction of the non-conformity. No further communication will be made in the regards.

4.6. Pre-Qualification Evaluation

Pre - qualification bid documentation shall be evaluated as under:

1. The evaluation committee will check if the bidder has deposited RFP Document fee and the EMD along with the pre-qualification Proposal and the same are found to be in order.
2. The documentation furnished by the bidder as given in 3.1 will be examined prima facie to see if the bidder's capacity, skill base and other Bidder's attributes as claimed therein are consistent with the needs of this project.
3. Committee may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents within the given time, the bid shall be rejected.

4.7. Technical Proposal Evaluation

1. The bidders' technical solution proposed in the bid document shall be evaluated as per the requirements specified in this RFP and adopting the evaluation criteria spell out in this document.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion

certificates, Audited financial statement, profiles of project resources and all others) as required for technical evaluation.

3. Presentation: Each pre-qualified bidder has to make a presentation to the bid/Technical Evaluation Committee on date, time and venue as informed by BPPI.
4. Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points. Only the bidders, who score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their commercial bids.
5. The bidder with less than 70 score in technical evaluation will be treated as nonresponsive.
6. The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in this RFP, which will include the Technical Specifications mentioned in RFP.
7. Technical bids shall be examined by the Bid/Technical Evaluation Committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

4.8. Clarification to the Technical Proposal

1. During the time of the evaluation of the Technical Proposal, BPPI may seek clarifications from the bidders on specific items in the proposal submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email for response within a stipulated time period.
2. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, BPPI has the right to make assumptions on the technical proposal submitted by the bidder and if such assumptions lead to disqualification of the technical proposal, BPPI is not accountable for these omissions.
3. The responses by the bidders to the queries raised by BPPI will be treated as part of the proposal by the respective bidders.
4. If any of the responses by the bidders to the queries sent by BPPI has financial implications, these financial aspects will not be accommodated in the financial evaluation process.

4.9. Presentation of the Technical Proposal

1. The Technical Evaluation Committee may invite pre-qualified bidder to make a presentation on date, time and venue determined by BPPI to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.
2. The presentation of the Technical Proposal should be made by the proposed program/project manager of the bidder for this Project of BPPI, with some of the key team members to support the project manager, instead of the sales representative or the senior executive of the organization. The Technical presentation must include the following:

- i. Understanding of the Project Requirements
 - ii. Highlights of the Proposed Solution
 - iii. Proposed Approach & Methodology
 - iv. Detailed Project Plan
 - v. Coverage of individual Modules in Proposed Application
 - vi. Proposed Application Architecture
 - vii. Proposed Security Architecture
 - viii. Proposed IT Infrastructure and Distribution Network Architecture
 - ix. Proposed Team Composition
 - x. Live Demo of the similar projects or solutions delivered
3. The bidders are expected to bear the cost of travel or any other associated cost incurred for purpose of making these presentations.

4.10. Financial Proposal Evaluation

1. Bid/Technical Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Bid/Technical Evaluation Committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
2. Only the Financial bids of those bidders qualified in the technical evaluation shall be opened. Financial bids of the non-responsive bidders will not be opened.
3. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.
4. The Financial Bid Score of the bidder will be determined by the Committee, which will be used for overall evaluation.

4.11. Correction of Errors

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern.

4.12. Combined and Final Evaluation using QCBS

1. Based on the Technical Score and Price Score obtained by the bidder, the Committee will calculate the Total Score of the Bidder
2. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.

3. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B = (C \text{ Low} / C) \times 0.30 + (T/T \text{ high}) \times 0.70$$

Where

B = Evaluated Composite Bid score of bidder

C = Percentage quoted by bidder in Financial Bid

C Low = The Lowest of all Evaluated Bid Price (Percentage) among responsive Bid

T = The Total Technical Score awarded to the Bid

T high = The Technical Score achieved by the Bid that was Scored best among all responsive Bids.

4. Bidder scoring highest "Total Score" will be given highest priority and will be selected.
5. In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5. Appointment of Agency

5.1 Award Criteria

BPPI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

BPPI reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BPPI action.

5.3 Notification of Award

Prior to the expiration of the validity period, BPPI will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BPPI may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, BPPI will notify each unsuccessful bidder and return their EMD.

5.4 Contract Finalization and Award

The BPPI shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed

Project. On this basis the draft contract agreement would be finalized for award & signing.

5.5 Performance of Bank Guarantee

The selected bidder will require to provide a Performance Bank Guarantee to BPPI, within 15 days from the Notification of award, for a value of Rs. 45 Lacs. The Performance Guarantee should be valid for a period of 10 Years. The Performance Guarantee shall contain a claim period of 3 months from the last date of validity. In case the selected bidder fails to submit performance bank guarantee within the time stipulated, the BPPI at its discretion may cancel the order placed on the selected bidder without giving any notice. BPPI shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual.

5.6 Signing of Contract

After the BPPI notifies the successful bidder, BPPI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BPPI and the successful bidder.

5.7. Service Level Agreement (SLA)

Defined below are the SLAs and penalty term applicable on agency during the contract period. However, these terms can be modified as mutually agreed during such period.

- (a) The Agency is expected to deliver products within 96 hours of receiving the confirmed order from Jan Aushadhi Stores. It is responsibility of distribution partner to ensure the availability of products at warehouse of distribution partner. In case of delay, following penalty terms will be applicable:
- Penalty of 1% of value of goods delayed will be levied for each day delay beyond 96 hours.
 - However, no such penalty would be applicable if the product is not available in central warehouse at BPPI. In such cases the SLA would be 120 hours after product availability is confirmed by BPPI. Penalty of 1% of value of goods delayed will be levied for each day delay beyond 120 hours in such cases.
 - For the purpose of delay only completed day (24 hours) would be counted beyond first day of delay.
 - For the purpose of calculating the time, the countdown will start from 8:00 PM of the Next day after placing of the Order.
- (b) All Receipts taken from the vendors/suppliers/ other installations would be checked, and taken into the system within 24 Hrs.

- Penalty of 0.5% of the total receipt consignment would be levied for each day delay beyond 24 hours.
- (c) Delays in MIS / Reports / Updating on various key & critical inventory matters would invite a penalty of 0.5% of the monthly billing. All such cases would be reported by BPPI to the Distributor in writing or email. This clause is basically to keep away inefficiencies from the system.
- (d) Disruption in software: All cases of software disruptions, delays and anomalies in the applications when reported by any user would be tracked. Any three-similar lying unattended would attract a flat rate penalty of Rs. 1000 (Rs. One Thousand only) to be deducted from the monthly billing.
- (e) Loss of materials/damage/wilful neglect leading to losses. All cases of loss of materials, damage and neglect leading to losses to BPPI would be estimated and charged to the agency on actuals. Failure to reconciliations of stocks subsequent to the periodic stock verification would also be charged to the agency on actuals.

5.8. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BPPI may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the BPPI shall invoke the Performance Bank Guarantee of the most successful bidder.

5.9. Currency of Payment

Payment shall be made in Indian Rupees (INR) only.

5.10 Repeat Order

On Completion of tenure, the decision about Repeat order will be taken, on the base of requirements, on mutual consultation between BPPI and Functioning Agency.

5.11. Price Escalation

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of work. All rates quoted by the Bidder shall be firm and fixed for entire contract period as well as extended period. No escalation shall be applicable on this Contract.

5.12. Contract Period

The Contract period for this tender is for 10 years. The BPPI will award this contract to the most successful Bidder.

6. Terms and Conditions / Clause of Contract

6.1. Consortium in Work Tender

This clause shall be applicable for works tender of value as approved and communicated by BPPI from time to time

- a. Number of members in a Consortium shall not be more than three.
- b. A member of Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium in the same tender.
- c. The tender form shall be submitted only in the name of the Prime Member of Consortium.
- d. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of Prime Member of Consortium.
- e. The Consortium may take the form of a Joint Venture (JV) or sub-consultancy. In case of JV, all members, or the member which is authorised to do so, shall sign the contract and shall be jointly and severally liable for the entire assignment. The BPPI shall only deal with lead member of the consortium for the all-purpose, If the bidder is consortium, each partner should meet at least 25% (and the lead Partner should meet at least 50%) in case of financial turnover.
- f. A copy of Consortium Agreement executed by Consortium members shall be submitted by the consortium along with the tender. The complete details of the members of the Consortium, their Roles and responsibility in the Consortium etc. particularly with reference to technical and other obligations shall be furnished in the Agreement.
- g. Once the tender is submitted, the Consortium Agreement shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- h. Approval for change of constitution of Consortium shall be at the sole discretion of the BPPI. The constitution of the Consortium Firm shall not be allowed to be modified after submission of the tender bid by the Consortium Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the Consortium Firm. Failure to observe this requirement would render the offer invalid.
- i. Similarly, after the contract is awarded, the constitution of Consortium shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws, force majeure etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- j. On award of contract to a Consortium, a single Performance Guarantee shall be submitted by the Consortium as per tender conditions. All the Guarantees like Performance Bank Guarantee etc. shall be accepted only in the name of the Consortium Lead member and no splitting of guarantees amongst the members of the Consortium shall be permitted.
- k. On issue of LOA (Letter Of Acceptance), an agreement among the members of the Consortium (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This Consortium Agreement shall be submitted by the Consortium Firm to the BPPI before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and

other penal actions due shall be taken against partners of the Consortium and the Consortium. This Consortium Agreement shall have, inter-alia, following Clauses :

1. Joint And Several Liability - Members of the Consortium Firm to which the contract is awarded, shall be jointly and severally liable to the BPPI for execution of the project in accordance with General and Special Conditions of Contract. The Consortium members shall also be liable jointly and severally for the loss, damages caused to the BPPI during the course of execution of the contract or due to non-execution of the contract or part thereof.

2. Duration of the Consortium Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any.

3. Governing Laws - The Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

- I. Authorized Member** – The Consortium members shall authorize one of the members on behalf of the Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint work done, to sign and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the Consortium Firm.
- m.** No member of the Consortium Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the BPPI in respect of the said tender/contract.
- n.** Documents to be enclosed by the Consortium Firm along with the tender :
 - 1.** In case one or more of the members of the Consortium is/are partnership firm(s), following documents shall be submitted:
 - i.** Notary certified copy of the Partnership Deed,
 - ii.** Consent of all the partners to enter into the Consortium Agreement on a stamp paper of appropriate value (in original).
 - iii.** Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the Consortium Agreement on behalf of the partnership firm and create liability against the firm.
 - 2.** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
 - 3.** In case one or more members is/are limited companies, the following documents shall be submitted
 - i.** Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a Consortium agreement, authorizing MD or one of the Directors or Managers of the Company to sign Consortium Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - ii.** Copy of Memorandum and Articles of Association of the Company.
 - iii.** Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (i) above.

6.2. Ownership of Warehouse & Infrastructure

The Ownership of warehouse and infrastructure is to be held with the BPPI. The Rent and Utility expenses will be paid the BPPI. However housekeeping expense will be borne by the Agency. It is also responsibility of the agency to keep the warehouse and infrastructure in well manner and as per applicable rules and norms.

6.3. Amendment of Tender Documents

1. At any time prior to the deadline for submission of bids, the BPPI Bid/Technical Evaluation Committee may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.
2. At any time prior to the deadline, the BPPI may amend the tender documents by issuing addendum / Corrigendum.
3. Any addendum / corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the bidder in its tender.
4. To give prospective bidder reasonable time in which to take the amendment into account in preparing their tenders, the bidder shall extend, at its discretion, the deadline for submission of tenders, in which case, the bidder will notify all bidders by placing it on website of the extended deadline and will be binding on them.

6.4. Contacting the Bid/Technical Evaluation Committee

1. No Bidder shall contact the BPPI Bid/Technical Evaluation Committee on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the BPPI Bid/Technical Evaluation Committee, he should do in writing. The BPPI Bid/Technical Evaluation Committee reserves the right as to whether such additional information should be considered or otherwise
2. Any effort by a Bidder to influence the BPPI Bid/Technical Evaluation Committee in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

6.5. Corrupt or Fraudulent Practices

1. The BPPI Bid/Technical Evaluation Committee requires that the Bidder under the tender observe the highest standards of ethics during the procurement and executions of such contracts. In pursuance of this Policy, the BPPI Bid/Technical Evaluation committee defines for the purposes of this provision, the terms set forth as follows:
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the BPPI Bid/Technical Evaluation Committee, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BPPI Bid/Technical Evaluation Committee of the benefits of the free and open competition

2. The BPPI Bid/Technical Evaluation Committee Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
3. Will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract
4. The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious the Bidder's tender will be ineligible for further processing.

6.6. Interpretations of the clauses in the Tender Document / Contract Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the BPPI Bid/Technical Evaluation Committee's interpretation of the clauses shall be final and binding on all parties.

6.7. Packaging Material to be provided by the Agency

The Agency shall at his own expense, provide all packaging materials to pack the medicine for the distribution.

6.8. Direction of Works

All works under the contract shall be executed under the direction and subject to approval in all respect of CEO of BPPI who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.

6.9. Termination for Default

The BPPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Solution Provider or Agency, terminate the Contract in whole or part

1. If the Solution Provider fails to deliver any or all of the Software solutions within the period(s) specified in the Contract
2. If the Solution Provider fails to perform as per the performance standards mentioned in SLA
3. If the Solution Provider, in the judgment of The BPPI Bid/Technical Evaluation Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

6.10. Force Majeure

1. For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency or Solution Provider and not involving the Solution Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
2. If a force Majeure situation arises, the Agency or Solution Provider shall promptly notify the BPPI in writing of such conditions and the cause thereof. Unless

otherwise directed by the BPPI in writing, the Agency or Solution Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

6.11. Claims made by BPPI

BPPI claims and its entitlement to any payment under any Clause of these Conditions or otherwise in connection with the Contract, BPPI shall give notice and particulars to the Bidder as soon as possible or practicable. Such claims shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which BPPI considers itself to be entitled in connection with the Contract. BPPI shall then proceed to agree or determine the amount (if any) which BPPI is entitled to be paid by the Agency. The claim amount would be included as a deduction from the performance security submitted by the bidder. BPPI shall only be entitled to set off against or make any deduction from the performance bank guarantee submitted by successful bidder.

6.12. Claim made by the Agency / Contractor /Service Provider

When the Agency considers that they are entitled to any extension of the Time for Distribution of medicine and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the same shall be through a notice to BPPI, bringing out all such event or circumstance leading to such a claim. The notice shall be given within 15 days of the event or circumstance leading to the claim. Documents and proofs for making such claims is necessary, failing which they would not be entertained. All such records would be inspected by BPPI. BPPI would inspect and settle all on a case to case basis.

6.13 Termination for Insolvency

The BPPI may, at any time, terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the BPPI.

6.14. Resolution of Disputes

In case any dispute between the BPPI and the Agency, for which claim has already been made by the Agency, and remains unresolved, The Agency shall, then, give notice of dissatisfaction and intention to commence arbitration can be served to BPPI with the subject of such dispute or difference as also the amount of claim item wise.

However, both the Parties shall attempt to settle the dispute amicably before the commencement of arbitration. If both Parties do not agree to any settlement, then a

demand for arbitration may be made by the Agency after 30 days from the day on which the notice of dissatisfaction and intention to commence arbitration was given.

6.15. Arbitration Process

Any dispute, for which no settlement has been reached, shall be referred to the sole Arbitrator to be appointed by the Chairman of the BPPI under The Arbitration and Conciliation Act, 1996 on the request of any party. The Award given by the Arbitrator shall be final and binding on the parties. The venue for the arbitration shall be at Delhi. The applicable Law governing this agreement shall be Laws of India and the Courts at Delhi shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

6.16. Contract Termination Criteria

This section sets out the provisions, which will apply during and on expiry or termination of the contract period. The exit management period of 90 days shall be applicable in following cases.

- (a) 90 days prior to end of contract between BPPI and selected Bidder.
- (b) Written notice by BPPI to terminate the contract with selected bidder on account of, but not limited to
 - 1. Unsatisfactory performance by the Agency
 - 2. Breach of any terms of contract as written in the agreement and consented by both parties
 - 3. When the Agency undertakes any action, which is contrary to the interest of BPPI in furtherance of the Pradhanmantri Bhartiya Janaushadhi Pariyojana.
- (c) When the Agency feels that he is unable to perform any terms of the contract.

It may be however noted that any IP Rights of any software used shall automatically be transferred to the BPPI at no additional cost.

All the parties will ensure that their respective entities will carry out their respective obligations set out in this Exit Management section in the best possible manner.

All transfer of assets would be done on a case to case basis.

Before the exit period, the Agency shall deliver to the BPPI all the information & materials including that of confidential nature which is in their possession or control.

6.17. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Delhi courts only.

6.18. Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties and levies as applicable up to the completion of job. Any increase in the rates will not be allowed.

6.19. Income Tax Deduction (TDS)

Income Tax deductions shall be made from all payment made to the Agency as per the rules and regulation in force, in accordance with Income Tax act prevailing from Time to Time.

6.20. Service Tax

The Tenderer shall quote his rate inclusive of Service tax along with other taxes, duties, levies etc. The Tenderer must have Service Tax Number and provide copy of Service tax Registration.

6.21. Insurance of Inventory

The BPPI shall incur Insurance premium cost of Inventory, which is stored in Warehouse.

6.22. Transit Insurance

The Agency shall have to take the transit insurance of inventory from Warehouse to Retail Store. The Premium cost will be borne by the Agency.

6.23. Insurance under Workmen Compensation Act

The Agency or Service Provider is required to take insurance cover under the workmen Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Whenever required by BPPI, the Agency shall produce the policy or the policies of Insurance and receipt of payment of the current premium.

7. Scope of Work

To achieve the objective the Jan Aushadhi Scheme, the bidder has to perform the following scope of work,

The Bidder should operate a warehouse in close proximity to the BPPI Corporate office, or operate from the present warehouse infrastructure of BPPI. Scope should exist for future expansion for catering to the needs or scope as and when the load of operations increases. The current requirement is about 50,000 Sq. Feet of temperature controlled warehouse fit for pharma products as per the DCA, 1940. The broad scope of work is as follows, but not limited to these key task areas, and BPPI reserves the full right to increase or limit the scope (scopes) as per the scenario prevailing or changed circumstances.

- (a) The Agency has to ensure correct and timely Receipt of materials on a day to day basis from manufacturing company to Central Warehouse. Draw samples for Quality purposes and issue to the authorized agency – BPPI or External agency. Maintain records of the same. Maintain temperature controlled warehouse.
- (b) The Agency has to ensure that all Issues of drugs and medicines are made based on orders raised by the Retail medical store and hospitals, Accuracy of pack contents and markings / signs, Stock lining up with accurate documentation for despatches, arrange cold chain despatches.
- (c) The Agency has to arrange efficient transport services and logistics service providers on long term contract basis, or other standalone mode, for effecting and managing correct, timely and efficient despatches of drugs, promotion materials, or any other such items, as specified by BPPI to its ultimate customer destination. Despatches would be from the Warehouse to the ultimate retailer directly through efficient and time-bound manner.
- (d) The Agency has to implement efficient material expiry monitoring system and to arrange reverse logistics for cost optimisation on a case to case basis. Expiry monitoring, Near Expiry disposal, disposal of salvage materials and such likewise operations to optimize space and resource of the organisation at Central Warehouse.
- (e) The Agency has to ensure efficient management of advertising materials like handouts, pamphlets, literatures, Posters, Signage and its management, the Expenses of such advertising material will be paid by BPPI with prior approval on case to case basis.
- (f) The Agency has to establish and practice a well-managed document system for ease of accountability, audit purposes, and traceability for future requirements. Documents to be managed would essentially be of financial and nonfinancial nature, including ERP print-outs for accounting purposes.
- (g) Vendor Bill management for all important financial documents pertaining to all the vendors, subcontractors, distributors or other stake holders. Key deliverable would be speed and efficient bill clearance for payment purposes.
- (h) ERP utilization and MIS on real time basis for all transactions pertaining to materials and logistical management.
 - (i) Quality related functions, including to sample picking and offering for NABL tests, and other miscellaneous activities as spelt out by the Quality management services.
 - (j) Inventory control functions which would include, but not limited to Forecasting based on sales, Sales data generation, VED, ABC and FNS analysis, reporting deficiencies and inconsistencies in supply chain,

monitoring of order fulfillment, offer slow moving product mix for discount sales, disposal of near expiry as sales to prospective buyers, optimize the materials along the supply chain to discount stock outs or excess stocks. Constant stock monitoring at Warehouses and all the JAS based out of ERP reports and field data inputs.

- (k) Constant touch with procurement department and suggest forecasting of medicines based on inputs of sales and feedback from the JAS directly, seasonality and variability, vendor query management, preparation of Credit and Debit notes against all the stake holders.
- (l) Software implementation for various functions, maintenance contract for the same, Training of all stake holders, Problem solving and real-time data management. Installation, training, migration and maintenance would be on a time-based milestone basis. Basic emphasis on implementation of Materials Management, Logistics, Procurement, Finance, Sales and Distribution as a start. Scope for improvement, futuristic customization, version upgradation would be required.
- (m) Training on software to all stake holders on an efficient time-based manner so as to render the entire supply chain effective and future ready in all respects. Separate training teams would be constituted for the purpose. This includes refresher training also.
- (n) Establish a helpdesk for taking calls on all aspects related with software and trouble shooting.
- (o) Provide hardware assistance to all stake holders including network establishment on local or grid basis for effectiveness of the ERP system.
- (p) Data and User Management, administration. Trouble shooting handling as well as Bug fixing.
- (q) Effective JAS - Cash receivable management systems for ensuring that all receivables of BPPI are received timely and correctly as per agreed T&C with the retailers, or any other institutions. Provide financial MIS and backup documents for decision making for BPPI.
- (r) Ensuring that all Credit or Debit notes are raised and administered timely and correctly on behalf of BPPI with a view to minimize all cases of pendency to the barest levels.
- (s) Mobile application on generic medicines and stock availability. An IT enablement of the Pradhan Mantri Bhartiya Janaushadhi Pariyojana, to cater to the masses so as to enable the public to have information about the scheme and Jan Aushadhi medicines on the go. This application should have the following provisions for data access on the move;

- Locate Store - Provide store related information and location based on the user's location and/or search criteria
- Know Medicines - Provide list of medicines available in the Jan Aushadhi Scheme (JAS)
- Therapeutic wise Medicines - Provide group wise and individual prices of medicines in the JAS
- Based on the salt name, the app shall be able to suggest JAS medicine names
- Compare Medicines - Based on popular medicine names, the app shall provide the equivalent JAS medicine name with a comparison table having prices of both JAS medicine and the popular branded medicine.
- Analytics like number of hits for mobile application and other reports on download, installed etc. Shall also be provided.
- Feedback System for improvements in the future
- Usability for ease of access and screening
- Upload Events and notification
- Login Panel and other dashboard services

The Agency should have to perform the following detailed scope of work:

7.1. Mobile Application

The widespread adoption and use of mobile technologies have the potential to provide new and innovative ways to improve health care delivery and the health of individuals by providing Generic Medicine and drugs. Mobile apps for people are being developed to aware and to make generic medicines available for all people and support healthier living and to provide initial advice on an emerging medical problem.

The BPPI intends to have a fully developed mobile application available on widely accepted smart phones in English language initially and later on regional language. As part of the IT enable of the Jan Aushadhi Scheme, BPPI wants to get a mobile app developed to cater to the masses. It would enable the public to have information about the scheme, Generic medicine, locating store and many more.

7.1.1. Functional Requirement of Mobile Application

A. General Requirement

1. The app shall be available for iOS, Android and windows mobile operating systems.
2. The access to the app shall be based on unique login identity.
3. The app shall ask and get necessary permission while being installed by the user.

The permissions shall include :

- i. Approximate location (network-based)
- ii. Precise locations (GPS and network-based)
- iii. Full network access
- iv. Receive data from internet
- v. View network connections

- vi. Run at start-up
 - vii. Prevent phone from sleeping
4. The app shall be able to generate logs based on various parameters which can be customized as per the need of a particular module.
 5. The app shall support multi-lingual interface (minimum Hindi and English) as per localization and language technology standards for National e-Governance plan. The content in different language shall be controlled (add, update, remove) using CMS (Content Management System) in web portal without releasing a new version of the app.
 6. The app shall be modular, and capable of progressively upgrading to cater to future needs.
 7. The app shall have dedicated modules to handle store location, medicine list, medicine comparison and information about the JAS.
 8. The app shall register the user after downloading the mobile application; The registration shall be displayed only for the first time login. The below details of the user will be Stored :
 - i. Name (Optional) – For Communication Purpose
 - ii. Date of Birth / Age (Mandatory)
 - iii. Height (Optional)
 - iv. Weight (Optional)
 - v. Disease category (Optional)
 - vi. City / Location (Optional)
 - vii. E mail ID (Mandatory)
 - viii. Mobile No. (Mandatory) – For Communication Purpose
 9. The App shall have option to share the app details with other users through social media/Social networking site.
 10. The App shall have integration with SMS & Email.
 11. The App shall have more user friendly and the agency shall have develop necessary animation and other medium to make the app more interactive.
 12. Any other features to make the app more user friendly will be part of the scope of work.
 13. The app must provide app flexibility in accepting data input from sources that are necessary for the unique data input requirements of interface apps.
 14. The App shall have setting page to share this app or Page with friends, Report bug and request for any feature, Change text size.
 15. The App shall have Info Screen with About us, Terms of use and Privacy Policy about app.
 16. Push notifications – Through this feature, the users shall notified one time about any new version/feature of the app which may be added later on.
 17. Vendor has to ensure the development of the mobile application as per the guidelines issued by the Application stores. For e.g. Google play, iTunes etc., vendor has to submit mobile app binary to iTunes app store and Google play store in Jan Aushadhi name.

B. Functional Requirement for Location of the Jan Aushadhi Stores

This module shall be able to all location related information to the user based on location and/or search criteria.

1. The module shall provide fields to enter search criteria including
 - a. Store Name
 - b. Area Name
 - c. City Name
2. In each search the module shall provide search results in two tiers
 - a. Summary of nearby stores
 - i. Store name with locality name
 - ii. Rating against each store
 - b. On selecting any particular store from the list the following details shall appear:
 - i. Store Name
 - ii. Full address as per Gol guidelines for address
 - iii. Contact details including phone no. and email
 - iv. Indicative distance and road map using GPS location from user to located nearer stores.

C. Functional Requirement for Medicine Search

This module shall be able to provide Jan Aushadhi Medicine name based on the search criteria like

1. Medicine Name
 2. Salt Name
 3. brand name
1. This module shall provide fields to enter search criteria including:
 - a. Medicine name
 - b. Salt name
 - c. Popular Brand Name
 - d. Price Range
 - e. Alternate popular brand name
 - f. Disease name, if a user chose disease name, all other search criteria shall be disabled
 2. In each search the module shall provide search results in following ways:
 - a. Summary of Jan Aushadhi medicines with similar/same salts
 - b. On selecting any particular medicine from the list the following details shall appear:
 - i. Medicine name and its price
 - ii. Five most popular brand names with price
 - c. When the user choses to select the disease name entered disease name, the following shall appear:
 - i. Jan Aushadhi Medicine name and its price
 - ii. Five most popular brand names with price

3. The App shall search medicine using audio google voice functionally in english language. And for other languages for the respective audio content shall be developed by Agency.
4. The App shall be able to seen the availability of stock in the located store by user. and if the medicines stocks are not available, then the user can report it to BPPI by apps.

D. Standard Technical Function Requirement

1. JAS apps main screen (JAS Logo and Name) will be displayed to end user for few seconds while JAS mobile application starts playing in the backend of the Mobile Application and Web portal.
2. The app shall have an information section where following information shall be available
 - i. Information about Jan Aushadhi Scheme
 - ii. Information about BPPI
 - iii. Information about 20 most popular drugs, their usage and their side effects
 - iv. It shall have a link to the Jan Aushadhi website for more information
3. The app shall provide contact information of Jan Aushadhi scheme including helpline numbers, email IDs as provided by BPPI
4. The app shall provide menu based selection of functionalities
5. The app shall have a graphical user interface.
6. The app shall have capability to add/ update features as and when required by BPPI
7. In case, any user wants to download the store/ medicine lists, the app shall either provide the functionality to download the same or redirect the user to appropriate web page.
8. The App shall have Content Management System on web Portal having the following features:
 - I. The content management system will be used by the Web Portal Administrator, for controlling the content to be displayed on the web portal.
 - II. The content management system will have all the features of the Standard Content management system features.
9. To manage all mobile application contents, separate user friendly Content Management System (CMS) tool shall be provided.
10. General Design Guidelines for CMS Application:
 - i. User should be able to create, update, publish/unpublished and delete data.
 - ii. Admin user should be able to sort data, search data.
 - iii. Add additional numbers of features along with the regular features
 - iv. CMS should be protected using HTTPS for secure access of information
11. On Web portal, The Dashboard and report section will be visible by BPPI official after login and the dashboard section will also include the support report.
12. In Mobile App support login, A login will be provided to support personnel for viewing the following :
 - I. Number of active installs
 - II. Total Downloads
 - III. Total Feedback received

- IV. Total uninstall
 - V. Support to enter reason for uninstall after contacting the user.
 - VI. Mobile App crash report
 - VII. Crash feedback to enter reason for uninstall after contacting the user.
13. Notification Management on Web Portal:
- I. The administrator will be able to manage the push notification to be sent to the active users
 - II. The administrator will be able to plan and also prepare auto sending of notification on timely basis
 - III. The administrator will also be able to get feedback /response thorough the notification shared.
14. Build a system which crawls, at regular interval, all APIs from all available Govt./Private health facilities and then process, filter and store at one location so that Mobile and web application can use it.
15. Audit Trials :
- I. The audit trail will be maintained for both Mobile Application and also for Web Portal.
 - II. The administrative will be able to access the audit trail through web portal.
 - III. The administrative will be able to filter the audit trail report as required by BPPI.
16. Deliverable :
- I. Selected agency is expected to deliver the mobile application on application store (Google Play, Apple app Store and windows) within 90 days of receiving the work order.
 - II. The selected agency has to share the design Documents based on the BPPI requirement for review and sign-off.
 - III. User Manual, Admin manual, Test cases, Test Plan and QA Results for User Acceptance testing
 - IV. Application Code, Web API's
 - V. Deployment document
 - VI. The selected agency will be responsible for delivering, hosting and maintaining the application for 10 year
 - VII. Technical documentation of design and development stages of mobile application, database, complete source code of mobile application, training to users etc. shall also be provided.
17. Platform :
- iOS – 7 and above.
 - a. Display orientation Portrait or landscape both
 - b. Display support iPhone (480 x 320), iPhone Retina (960 x 640), iPhone 5 (1136 x 640), iPad (1024 x 768), iPad Retina (2048 x 1536)
 - Android – 4.0 and above
 - c. Display orientation Portrait or landscape both
 - d. Small (426dp x 320dp) , Normal (470dp x 320dp), Large (640dp x 480dp) X-Large (960dp x 720dp)
 - Windows – 6 and above
 - e. Display orientation Portrait or landscape both
 - f. Small (426dp x 320dp), Normal (470dp x 320dp) Large (640dp x 480dp) X-Large (960dp x 720dp)
18. Design :
- I. Application should built in a way that it is easy to use and navigate
 - II. All the design / creative/images to be provided by the selected Agency
 - III. Creative, ideas and design will be the copyright of BPPI.

19. Reports:

- I. The selected agency will provide regular App Analytics, reports, vital statistics and analysis.
- II. Audit Log Screen will be provided to admin user to check the activities performed by all users. The data will be available only in read-only mode.
- III. Admin User will be able to see the list of login/logout information for the user through Authentication report screen.
- IV. Admin User will be able to see the list of notifications sent to the devices through notification screens. Data will be only in read only mode.
- V. Google and iPhone provides the required details on their console along with app publishing.
- VI. Google Analytics will be used to provide the required information on the Google Analytics Console.

20. Hosting :

- I. The CMS application (Web Portal) will be hosted on Cloud which has to provided by the selected Agency
- II. The selected agency should provide proof of ownership (licenses) of various software used by them for the development as well as for the hosting of mobile application

21. The application should support multi-lingual interface.

22. The mobile apps need to alert the user to download the latest version, which ever available.

23. The mobile applications should work in all networks irrespective of mobile device make and model.

24. The mobile apps should access Geolocation information in case the mobile device supports it.

25. User should be able to download the correct version of mobile application supported by his/her mobile device.

26. While developing mobile application, the selected agency should give preference to the NATIVE ENVIRONMENT (e.g.: SDK android development Kit, IOS SDK, Windows SDK). In case of HYBRID APPLICATIONS, open source tools need to be use and not to any proprietary tools.

27. The mobile/web application should be security tested from cert-in empanelled agency and load tested (min concurrent 10000 users) from STQC. The cost of the same should be included in the financial proposal.

28. Support :

- I. Selected agency should provide support 24*7*365
- II. Selected agency to provide application customization and upgrade
- III. Review of Mobile Apps during Support Period:
 - The selected agency shall provide the feedback to the end users against the posted reviews.
 - The selected agency shall provide the feedback report to BPPI for the following:
 - App Installation Report
 - App working report after feedback from user

- App Crash Report after feedback from user
 - App uninstallation report after feedback from user
- IV. The feedback of the user will be collected by App or Email.
- V. The reports will be submitted on monthly basis during the contract period.
29. Intellectual Property Rights:
- I. The Intellectual Property Rights of the application will rest with BPPI. The selected agency will provide the source code of the application to BPPI at the time of sign-off.
 - II. The developed application will be the property of BPPI, agency shall not sale, lease or share the source code of the app to any other entity.
 - III. BPPI shall have the copyright to the design and content of the mobile application. The entire application along with all programmes, including those meant for statistical reporting, graphics and content developed to achieve the desired functionality, will be intellectual property of BPPI.
 - IV. It will be the responsibility of the selected agency, both where the contract comes to a natural end, and also in case of foreclosure, to:
 - Furnish all information demanded by BPPI regarding the existing framework of the application
 - Handover all the old / latest backup code of the mobile application to BPPI on a CD/DVD/Pen drive/Hard disk.
30. Wireframe (Design and look and feel) of the app to be provided to BPPI, post that BPPI will approve so as to develop and finalize.
31. The contents of the application would be provided by the BPPI(related to organization) except the comparison data having prices of popular branded medicine against the Jan Aushadhi medicines.
32. Training :
- For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide classroom training for BPPI officials at Delhi/Gurgaon Locations. Following training needs are to be provided by Vendor as part of the scope:
- Content Management Training
 - Deployment & Hosting Training
 - Application Submission Training
 - Support Handover

7.2. IT Systems

The IT system would be implemented across the country.

7.2.1. Indicative Responsibilities of the Bidder:

A. Phase I – To be completed within 3 months from date of award of contract :

- I. Application Development / Customization and Implementation**
 - Development of the project Implementation plan
 - Business Requirements and Process Study
 - Development, Supply, Installation, Configuration & Customization of application as required for all the stakeholders
 - Application Testing
 - Quality Review
 - Data Digitization and Migration
 - Project and Product Documentation
 - II. Hardware, Data Centre hosting, Collaboration and Networking**
 - Provision of IT Infrastructure for hosting and network connectivity
 - Hosting at Data Centre
 - Redundant Network connectivity from Data Centre and BPPI office
 - Provision of help desk software
 - III. Training and Capacity Building**
 - Training and Capacity Building requirement
 - Preparation of User manual and Online training modules
 - Imparting of regular refresher trainings
- B. Phase II – For the Period of 10 Years post successful user acceptance test:**
- I. User Support and Maintenance of the Integrated IT application for 10 years**
 - Application monitoring and Compliance to Service Level Agreements
 - Application support including Bugs/Fixes Management
 - Software Change and Version Control
 - Maintenance of Configuration Information & System documentation
 - II. Operations and Maintenance of IT infrastructure**
 - Help Desk Services
 - Server Monitoring, Administration & Management Services
 - Backup, Restore and Archival Services
 - Database Administration
 - User Administration
 - Network Management
 - Warranty, ATS and Annual Maintenance Contract

7.2.2. Broad Functional Requirement of the IT System:

Right now, the requirement of IT system is at two levels:

- A. Central Warehouse**
- B. Retail Store**

A. Central Warehouse:

The BPPI looking for ERP software at the Central Warehouse with the following features:

I. Sales and Order Management system

- Split orders across multiple warehouses and/or into multiple dispatches
- Allocate inventory
- Generate e-receipts and invoices
- Accept returns
- Integrated workflow with notifications and alerts, Back Order and Order Status Reports

II. Drug Demand forecasting system

- Capture annual forecast of the requirements as provided by JAS stores
- Predictive analytics to forecast JAS store wise demand based on the past Indent data
- Preparation & Monitoring of Material budget
- Preparing MIRs,
- Monitoring & Review

III. Procurement System

- Supplier Registration and black-listing based on the performance, measured by timely supply and quality of product.
- Support the two-envelope system for procurement
- Support Rate Contracts based indenting and allow multiple suppliers for same items
- JAS stores should be able raise Indent for drugs and Indent aggregation at BPPI level should be possible
- Indent should be made centrally available to the Suppliers online/ e-mail by BPPI
- Suppliers should be submitting Invoice online and tracking of the time for payment monitored
- Supplier's performance rating should be getting based on Supplier Evaluation criteria.
- Material category creation & updating should be doing.
- Change in Supplier Details and reactivation of supplier Profile.

IV. Inventory Management System

- Support creation and management of drug list as per categories and subcategories as required
- Supply Schedule provided by the suppliers should be visible to JAS stores
- Vital, Essential and Desirable (VED) analysis for inventory control – inventory management by prioritizing the drugs
- Generation of Materials Receipt Certificate at all levels including JAS stores
- First Expiry First Out in dispensing the medicines at all levels including JAS stores
- Provision for recording and tracking the receiving and dispatch of medicines at all physical locations using bar-code based inventory tracking system
- Sending samples from drug batches for Quality Control Checks. Codification of the samples should be possible.

- Inventory issue should be permitted only on receiving the results of the quality tests
- Return of Inventory to the supplier when the batch fails Quality tests
- Inter-JAS stores inventory movement should be possible
- Safety stock levels, Re-order points and minimum order quantities to be defined; alerts to show when nearing re-order point
- Stock verification and corrections should be possible
- Visibility of close to expiry stock
- Generate MIS report for availability of stocks at various levels in supply chain management.

V. Financial Management System

- Sales & Invoicing at BPPI and also at each of the JAS stores
- Managing Accounts payables and Accounts Receivables
- Payments to Supplier linked to material supply and Quality test results
- System should have capability to generate all statutory compliance reports (e.g. VAT/GST return etc.) and financial reports for all stakeholders who use the software to record transactions.
- The system should have provision for facilitating direct transactions between BPPI and JAS Stores, if required.
- Arranging Insurance policies and settlement of insurance claims

VI. Budget Processing

VII. Rate Contract Desk

VIII. Indent Generation

IX. Quality checking & Analysis

- Recording the Drug and Medicine Lab Test Report
- Drug Quality Audit at Supplier site / Warehouse
- Supplier Quality Plan
- Process for Incoming Material Inspections
- Stores Exit Inspection

X. Generic Drug Code and Drug Dosage Indication

XI. Human Resource Management and Payroll

XII. Report Generation

XIII. Training to BPPI's Personnel and Retailers

XIV. Maintenance

XV. Online application for opening New Jan Aushadhi stores

- Instruction to the applicant on eligibility criteria should be made available
- Application shall be accepted based on categories of Applicant (Individual/NGO/Govt Agency) as per policy of the department
- All supporting documents for the application should be able to be uploaded online
- The applicant should receive acknowledgement on submission of the application
- An interface for the scrutiny and approving authority shall be made available

- Alert SMS and mail should be sent on various stages of scrutiny
- Provision for uploading any missing/additional support documents should be available to the applicant
- Upon allotment of JAS store the allotment letter should be accessible Online

B. Retails Store Level

I. Sales Management system and Invoice generation.

- Generate Invoice
- Accept returns
- Integrated workflow with notifications and alerts, Back Order and Order Status Reports

II. Drug Demand forecasting system

- Capture forecast of the requirements based on past selling
- Monitoring & Review

III. Procurement System

- Purchase Order
- Show History of Particular medicine purchase
- Material category creation & updating should be doing.
- Change in Supplier Details and reactivation of supplier Profile.

IV. Inventory Management System

- Generation of Materials Receipt Certificate at all levels including JAS stores
- First Expiry First Out in dispensing the medicines at all levels including JAS stores
- Provision for recording and tracking the receiving and dispatch of medicines at all physical locations using bar-code based inventory tracking system
- Safety stock levels, Re-order points and minimum order quantities to be defined; alerts to show when nearing re-order point
- Stock verification and corrections should be possible
- Visibility of close to expiry stock
- Generate MIS report for availability of stocks at various levels in supply chain management.

7.2.3. Technical Scope of IT System:

I. Technical Requirement

A. The objective IT system is to:

- a) Ensure the Accuracy, Completeness and Consistency of Business Transaction
- b) On-line, real-time, centralized transaction processing system which integrates all functions
- c) Enable management to respond quickly to market changes with informed decisions based on timely and accurate information.

B. Technology should be:

- a) State-of-the-Art, web-based, and proven
- b) Adaptable, Easy-to-use, extendible and Maintainable
- c) Secure and Cost – Effective
- d) Supports Indian and Overseas Taxation system

II. Accounting Architecture

The Integrated solution should be able to generate consolidated as well unit wise financial / cost statements.

III. Warehouse Management Architecture

The integrated solution should be able to generate consolidated as well as Zone Wise / State wise/ Store wise /medicine wise status reports.

IV. Data Access and Security

Data security is to be addresses from two perspectives:

- To restrict access to / sharing of confidential data, and
- To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user / administrator or an external party.

The Bidder should ensure the following:

- Only those with relevant authority can access the solution,
- Those with access to the solutions have access only to the data which is relevant to them, and
- Access to the relevant data is further restricted to either inquiry or update depending on the responsibility.

V. Data Archival

In order to meet statutory and MIS requirement, archiving and easy retrieval of data along with supporting documents / attachments is required. The bidder must ensure that the integrated solution provides a data archiving capability, with support for implementing archival policies. The integrated solution should also be able to access archived data for on-line inquiry and reporting as and when required. Bidder should provide a policy document for archival along with the solution.

VI. Audit Trail

The integrated solution must have extensive audit trail facility. Any addition, deletion or modification to an existing record, whether master or transaction, must bear the date and time stamp, the name of the log-in user who made the change and the node / terminal from which the change was made. It should also be possible to maintain details of the original record and subsequent changes to the same. Standard audit trail reports should also be available. Proper access should be planned for audit trail reports.

VII. Workflow

The solution should be capable of replacing the current physical flow of documents, wherever required, with the flow of electronic data.

VIII. Auditor Access

The integrated solution should be capable of enabling the audit (both internal and statutory) through the system.

IX. Business Intelligence

The solution should have capability of providing on-line information to facilitate tactical and operational decision-making. It should be possible for the owner to configure a business intelligence Dashboard visually representing the key organizational performance data in as user-friendly manner.

Successful bidder creates a portal for BI dashboards, scope not limited to:

- Development and deployment of well-designed interface which includes user administration security and development features to create and maintain reports, charts etc.
- Sharing of reports/queries, through portal, across the BPPI based on role based access
- Creating a Business Intelligence dashboard personalized by job role.
- Development of charts and/or reports representing key performance Indicators (KPI's)
- Ability to access the report on mobile Device (Device Independent)
- Access dashboard applications to users based on predefined criteria.

X. Modularity

The Integrated solution should be modular in nature, i.e. it should be possible for the BPPI to implement modules / add-ons, which are not implemented as part of this tender, at a later date, without any technical difficulties. Integration between such modules with the modules already implemented should be seamless and should not require any development effort.

XI. Scalability

The Integrated solution must be easily scalable in terms of number of users, entities, organization structure, transactions, functionalities, new modules etc. The Integrated solution should be scalable to handle increased volume of data load and increase in the number of users without compromising response time or efficiency of operations.

XII. Statutory Requirements

The solution should meet all Indian statutory requirements such as sales Tax, Service Tax, GST, TDs etc. The integrated solution should be IFRS compliant and should generate financial reports in expected formats. Given that the taxes and other statutory

requirements keep changing from time to time, the solution should be able to timely adapt to such changes without any technical difficulties and extra cost to the BPPI.

XIII. 24 x 7 Operations

The Integrated Solution should support 24 x 7 operations since the packing and dispatch work on multiple shifts and shipments from Warehouse may happen at any time of the day.

XIV. Alerts / Notifications

The Integrated solution should generate alerts / notifications in various processes in the integrated solution. These alerts / Notifications could be time based or event based.

XV. Document Management

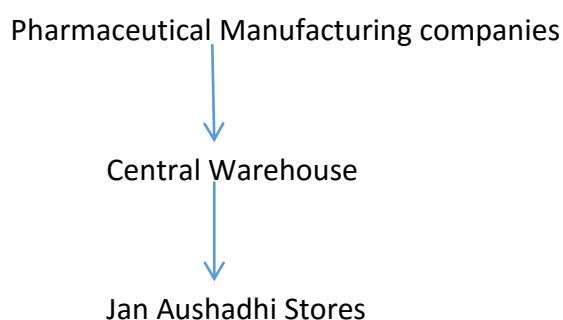
The Integrated Solution shall have the provision to link all the documents stored in Document Management System (DMS) and provision for accessing the same from the solution. The bidder shall explicitly mention the Integrated Solution architecture including redundancy and scalability so that the infrastructure is amenable to such mission critical IT system.

7.3. Distribution System

The Agency will implement a distribution system PAN India. BPPI is planning to open 3000 stores at the end of 2017. The stores shall be located across the India.

The structure of this system, its salient features, and the responsibilities of the Distribution Partner are described in the next sections.

7.3.1. Proposed Supply Chain Structure



7.3.2. Features of the proposed distribution model

The proposed model will have the following features. Bidders may provide improvements to the same that will ensure optimal supply chain efficiency.

- There will be a single Central Warehouse for delivery of Jan Aushadhi products to the stores. In futures the numbers of Warehouse may be increased. The BPPI will

receive the products in its Warehouse, and deliver directly to the stores as and when ordered by Stores.

- The ownership of the goods will be transferred to retailers at the time of dispatch of goods to the stores.
- For delivery to stores, the maximum time taken will be within 96 hours after confirmed order from the Jan Aushadhi stores, penalty would be levied post SLA for delivery.
- The Agency will bear all the costs incurred (including the cost of insurance) from point of collection of Jan Aushadhi Products at its warehouse till the supply at stores.

7.3.3. Responsibilities of the bidder for distribution scope of services

The Distribution Partner would have the following operational responsibilities in executing the distribution activities in the proposed model.

A. Receive Jan Aushadhi drugs at its warehouse and deliver to stores

- Receive the Jan Aushadhi drugs at its warehouse and supply to the Jan Aushadhi stores as and when ordered.
- The bidder shall provide a system to track the status of the consignment
- Provide minimum 30 days credit period to Jan Aushadhi stores against the medicines supplied.

B. Manage reverse supply chain

- Collect expired, returned or unsold products from the Jan Aushadhi stores and return them to BPPI or dispose them, as decided by BPPI.

C. Creating adequate infrastructure for intermediate warehousing and transport

- Create the required infrastructure for intermediate warehousing for Jan Aushadhi products in the states it will supply Jan Aushadhi products to meet SLAs.
- Set aside defined area for storage of Jan Aushadhi products in the warehouses if the area is also being used for storage of other company's products.
- Make provision for climate controlled/cold chain for medicines that require the same, within the warehouse as well as its modes of transport, so as to avoid spoilage of the products.

D. Meeting the defined Retailers

- The partner will meet the demand of Retailers as defined and communicated by BPPI for each distinct activity and level of responsibility handled by the partner.
- Ensure time-bound delivery of products to stores.
- Pay the defined penalty in case of non-fulfilment of Retailers.

E. Demand management and providing MIS to BPPI for initiation of procurement

- Assist BPPI in forecasting the drug demand at the JAS stores as well as for other Jan Aushadhi products.

- Avoid any mismatch between demand and supply and ensure availability at all levels.

F. Inventory Management

- The agency has to monitor stock levels at its warehouses and at the Jan Aushadhi stores, with an eye on the reorder point and safety stock at each location.
- Manage distribution, recording, reporting and inventory management of drugs and other supplies at the State/ District/ sub-district levels.
- Interaction to obtain their information and monitoring the stock of Drugs and Supplies at the State/District/sub-district levels.
- Monitoring the stock of Drugs and Supplies at the designated ware houses meant for storing the Jan Aushadhi products and ensure supply of Drugs and supplies should be in First Expiry First Out (FEFO) method.
- Monitor the expiry and short expiry items and advise BPPI regarding diversion to States/Districts with short supply.
- Establish buffer stock levels based on lead times and other intervals for proper inventory control.

G. Storage / Warehouse Management

- The Storage area shall be maintained or designed to ensure Good Storage Practices (GSP) by Agency
- The Storage areas shall be suitably secured, structurally sound and sufficient capacity to allow for the safe storage and handling by the Agency.
- The Storage areas shall be provided with adequate lighting to enable all operations to be carried out accurately and safety by the Agency.
- Precautions shall be taken to prevent unauthorized persons from entering storage areas.
- Segregated areas shall be designed for storage of the Medicines in quarantine and for storage of released, rejected, returned or recalled products as well as those suspected to be spurious by the Agency.
- Storage areas shall be designed or adapted to ensure appropriate and good storage conditions and shall be clean and dry and maintained within acceptable temperature limits by the agency and Medicines shall be stored off the floor and suitably spaced to permit cleaning and inspection. Pallets shall be kept in a good state of cleanliness and repair.
- Premises and storage areas shall be cleaned regularly by the Agency.
- There shall also be a written programme for pest control and the pest control agents used shall be safe and there shall be no risk of contamination of medicines. There shall be appropriate procedures for the clean-up of any spillage to ensure complete removal of any risk of contamination.
- The Agency shall be Handled and storage of medicines in such a manner as to prevent contamination, mix-ups and cross contamination.

- The Agency shall be implemented the system to ensure that the medicines due to expire first are sold and distribute first (First expiry / first out (FEFO). Exceptions shall be permitted as appropriate, provided that adequate controls are in place to prevent the distribution of expired products.
- The Agency shall be made arrangement for withdrawing broken or damaged medicines from unusable stock and storing separately.

H. Temperature, Environment and Stock Control

- The Agency shall be stored all medicines according to the temperature and storage conditions as described on the label. Adherence to these conditions shall be checked, monitored and recorded.
- The Agency shall be make storage conditions in compliances with the recommendations of the manufacturers. This is key to ensure quality of all medicines.
- The Agency shall make in place suitable equipment and procedure for temperature monitoring of storage facilities.
- The Agency shall be providing the records of temperature monitoring data for review to BPPI as when required. There shall be defined intervals for checking temperature. The equipment used for monitoring shall be checked at suitable predetermined intervals and the results of such checks shall be recorded and retained. All monitoring records shall be kept for at least the shelf-life of the stored products plus one year.
- Storage areas shall be temperature mapped under representative conditions. Temperature mapping shall show uniformity of the temperature across the storage facility. It is recommended that temperature monitors be located in areas that are most likely to show fluctuations.
- Equipment used for monitoring of storage conditions shall also be calibrated at defined intervals.
- Appropriate alarm system shall be in place to provide alerts when there are deviations from pre-defined storage conditions.
- The Agency shall make sure that storage area shall be equipped with backup power source or have alternate storage available in the event of power failure.
- Periodic stock reconciliation shall be performed by comparing the actual and recorded stocks by the Agency. This shall be done at defined intervals.
- The Agency shall be investigated stock discrepancies in accordance with a specified procedure to check that there have been no inadvertent mix ups, incorrect issues and receipts, thefts and/or misappropriations of Medicines. Documentation relating to the investigation shall be kept for a predetermined period.

I. Transportation

- The Agency will be transported medicines in accordance with the storage conditions indicated on the packaging information and on the label.

- The Agency responsible for the transportation of medicine shall be informed about all relevant conditions for storage and transportation. These requirements shall be adhered to throughout transportation and at any intermediate storage stages.
- The Agency will be stored and transported medicine in accordance with procedures such that:
 - The identity of the product is not lost.
 - The product does not contaminate and is not contaminated by other products.
 - Adequate precautions are taken against spillage, breakage, misappropriation and theft. Spillage during transport shall be handled as per type of vaccine and according to the standard operating procedures of the manufacturer.
 - Appropriate environmental conditions are maintained, e.g. using cold chain for thermos labile products.
- The Agency shall be employed appropriate transport methods which may include transport by air, road, sea, rail or a combination of the above. Regardless of the chosen mode, it shall be demonstrated that the Medicine have not been subjected to conditions during transportation that may compromise their quality. A risk based approach shall be utilized when planning transportation routes.
- The required storage conditions for medicine shall be maintained during transportation within the defined limits as described on the packaging information.
- Where special conditions are required during transportation that are different from or limit the given environmental conditions (e.g. temperature and humidity), these shall be provided by the manufacturer on the labels and shall be mentioned and recorded.
- If a deviation has occurred during transportation, this shall be reported to the BPPI and recipient of the affected medicines. Written procedures shall be place to investigate and deal with any failure to comply with storage requirement e.g. temperature deviations.
- In cases where the Retailer notices the deviation, it shall be reported to the Agency. Where necessary, the manufacturer of the Pharmaceutical product shall be contacted for information about appropriate steps to be taken.
- Pharmaceutical products containing hazardous substances, such as toxic, radioactive material and other dangerous pharmaceutical products presenting special risks of abuse, fire or explosion (e.g. combustible or flammable liquids, solids and pressurised gases), shall be stored in safe, dedicated and secure areas and transported in safe, suitably designed, secured containers and vehicles and the requirements of applicable National Legislation shall be met.
- Adequate segregation shall be provided for the storage and distribution during transit of rejected, expired, recalled or returned pharmaceutical products. The

products shall be appropriately identified, securely packaged, clearly labelled and accompanied by appropriate supporting documentation.

- The interiors of vehicles and containers shall remain clean and dry while pharmaceutical products are in transit.
- Properly designed packaging materials and shipment containers shall be provided to prevent damage of pharmaceutical products during transport.
- Damage to containers and any other event or problem that occurs during transit shall be recorded and reported to the relevant department, entity or authority, and investigated.
- Pharmaceutical products in transit shall be accompanied by the appropriate documentation.
- It is the responsibility of the Agency to ensure that vehicles and equipment used to distribute, store or handle pharmaceutical products are suitable for their use and appropriately equipped to prevent exposure of the products to conditions that could affect their quality and packaging integrity, and to prevent contamination of any kind.
- There shall be procedures in place for the operation and maintenance of all vehicles and equipment involved in the distribution process, including cleaning and safety precautions. Particular attention shall be paid to the fact that cleaning agents shall not have an adverse effect on product quality.
- Equipment used for temperature and humidity monitoring (Data Logger) during transport within vehicles and/or containers, shall be maintained and calibrated at regular intervals at least once a year or earlier depending upon the criticality of the product.
- All monitoring records shall be kept for a minimum of the shelf-life of the product distributed plus one year or as required by National legislation.
- Records of monitoring data shall be made available for inspection by the Regulatory Authority.
- Dedicated vehicles and equipment shall be used, where possible, when handling pharmaceutical products. Procedures shall be in place to ensure that the quality of the pharmaceutical product shall not be compromised where non-dedicated vehicles and equipment shall be used.
- Appropriate documents shall accompany Pharmaceutical products in transit.
- Vehicles and containers selected shall be sufficient capacity to allow orderly storage of the various categories of pharmaceutical products during transportation.
- No defective vehicles and equipment shall be used and shall either be labelled as such or removed from service.

J. Shipment Container, Packaging and Labelling

- Pharmaceutical products shall be transported in containers that have no adverse effect on the quality of the products, and that offer adequate protection from external influences, including contamination.
- Selection of a container and packaging shall be based on the storage and transportation requirements of the Pharmaceutical products; namely the space required for the amount of products; the anticipated external temperature extreme; the estimated maximum time for transportation including transit storage at customs and the validation status of the packaging and shipment containers.
- Labels on the containers shall bear sufficient information on handling and storage requirements and precautions to ensure that the products are properly handled and secured at all times. The containers shall enable identification of the contents of the containers and the source.
- Special care shall be taken when using dry ice in shipment containers. The Agency will be ensured in addition to safety issues that pharmaceutical products should not come in direct contact with dry ice which may have an adverse effect on the quality of the products.
- The need for any special transport and/or storage conditions shall be stated on the shipment container label. If a pharmaceutical product is intended for transfer to area outside the control of the manufacture's products management system, the name and address of the manufacturer, special transport conditions and any special legal requirements including safety symbols shall also be included on the container label.

K. Dispatch and Receipt

- Selling or distribution of Pharmaceutical products shall be done to Jan Aushadhi Stores only that are authorized to acquire such products in accordance with BPPI's registrations. It is required to obtain purchase order from Jan Aushadhi Stores prior to the distribution of products to such stores.
- The Agency shall ensure that it's logistic partner, e.g. the contract acceptor for transportation of the pharmaceutical products, is aware of the pharmaceutical

products to be distributed and complies with the appropriate storage and transport conditions prior to the dispatch of pharmaceutical products.

- Only after the receipt of a valid delivery order or material replenishment plan, the dispatch and transportation of Pharmaceutical products shall be undertaken, that shall be documented.
- Written procedures for the dispatch of Pharmaceutical products shall be established. Such procedures shall take into account the nature of the product as well as any special precautions to be observed. Pharmaceutical products under quarantine shall require release for dispatch by the person responsible for quality.
- Records for the dispatch of Pharmaceutical products shall include at least the following information:
 - Date of dispatch;
 - Complete business name and address (no acronyms), type of entity responsible for the transportation, telephone number and names of contact persons;
 - Complete business name, address (no acronyms), and status of the addressee (e.g. retail pharmacy, hospital or community clinic);
 - A description of the products including, e.g. name, dosage form and strength (if applicable);
 - Quantity of the products, i.e. number of containers and quantity per container (if applicable);
 - Applicable transport and storage conditions;
 - A unique number to allow identification of the delivery order; and Assigned batch number and expiry date (where not possible at dispatch, this information shall at least be kept at receipt to facilitate traceability).
- It shall be ensured that records of dispatch contain enough information to enable traceability of the Pharmaceutical product. Such records shall facilitate the recall of a batch of a product, if necessary, as well as the investigation of spurious or potentially spurious Pharmaceutical products; the assigned batch number and expiry date of Pharmaceutical products shall be recorded at the point of receipt to facilitate traceability.
- It shall be ensured that the volume of Pharmaceutical products ordered does not exceed the capacity of storage facilities at the destination.
- There shall be no supply or receipt of Pharmaceutical products after their expiry date, or so close to the expiry date that this date is likely to be reached before the products are used by the consumer.

- Incoming shipments shall be examined to verify the integrity of the container/closure system, to ensure that tamper-evident packaging features are intact, and that labelling appears intact.
- Batch number and expiry date of pharmaceutical products shall be recorded at the point of receipt to facilitate traceability.
- Methods of transportation, including vehicles used, shall be selected with care, and local conditions shall be considered, including the climate and any seasonal variations experienced. Delivery of products requiring controlled temperature shall be in accordance with applicable storage and transport conditions.
- Delivery schedule shall be established and routes planned considering the local needs and conditions and shall be realistic and systematic. When planning the schedules and routes of delivery, security risks shall also be taken into account.

L. Monitoring and Support

- Submitting a monthly report on the timeliness of the deliveries made to the stores.
- Resolving issues relating to logistics and supply chain including road permits in respect of transportation and provide information frequently regarding Procurement Status, Supply status, Consignee wise Quantity Supply Status, Advancement details etc.
- Preparation of SOP Manual along with Training Manual on supply chain & Inventory Management for sub-district levels for training purposes for JAS stores.
- Support the BPPI on ground staff and Marketing officers in effective supply chain management.

M. Drug license

- The Bidder should either have a valid drug license for the states it would operate within or procure the same within 45 days from the date of issue of Lol.

7.4. Collection from Retailers

The Agency will be responsible to collect the Invoice amount from the Retailers on behalf of BPPI. The Agency should appoint sub agency or make own arrangement for the collection from the retailers.

Annexure – I

Pre-Qualification Document Check List

To,
The CEO,
Bureau of Pharma Public Sector Undertakings of India (BPPI)
Gurgaon

Ref: Selection of Agency to provide consulting Service and Implementation of End to end Service Solution for Jan Aushadhi Scheme

Dear Sir,

Please refer you RFP document No _____ dated _____, and we acknowledge the receipt of the same. We have attached the following document for the Pre-qualification of Tender.

Sr. No.	Documents	Attached Yes / No
1	Copy of Registration of firm or Partnership Deed or Certificate of Incorporation of all companies from Registrar of Companies (ROC) in case of Consortium	
2	Copy of Income Tax assessment order/returns for last five financial years 2011-12, 2012-13, 2013-14, 2014-15 & 2015-16.	
3	Copy of Balance sheet and P & L for last five financial years 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17	
4	Copy of Drug Licence	
5	Copy of PAN Card, Service Tax Registration, VAT Registration	
6	Copy of Power of Attorney duly notarized if any	
7	Copy of Declaration of not black listed Firm, partnership firm or Company	
8	Tender Document fee and EMD	

Signature

Duly authorized to sign this Tender Response for an on behalf of:

(Name and address of the Company)

Seal/Stamp of Bidder

Annexure II

Technical Bid Form

To,
The CEO,
Bureau of Pharma Public Sector Undertakings of India (BPPI)

Gurgaon

Ref: Selection of Agency to provide consulting Service and Implementation of End to end Service Solution for Jan Aushadhi Scheme.

Dear Sir,

Please refer you RFP document No _____ dated _____, and we acknowledge the receipt of the same.

We, the undersigned, offer to provide the Integrated Distribution & Supply Chain Management services as required as outlined in the RFP for the Jan Aushadhi Scheme to Bureau of Pharma Public Sector Undertakings of India (BPPI).

Please find attached our technical response as required by the tender document, which constitutes our bid.

We undertake the following;

- (a) That if our bid is accepted, we undertake to adhere to the implementation of our project as put forth in this RFP or such adjusted plan as may subsequently be mutually agreed between us and BPPI or its appointed representatives.
- (b) We will obtain the Unconditional Performance Bank Guarantees in the format given in the tender document issued by a Scheduled Commercial Bank in India, acceptable to BPPI.
- (c) We also agree for unconditional acceptance of all the terms and conditions of this RFP document and also agree to abide by the response for a period of 45 days from the date fixed for opening of the RFP
- (d) We confirm that the information contained in this bid are true, accurate, and complete and do not in whole or in part mislead BPPI of any material fact.
- (e) We understand that BPPI is not bound to accept the lowest or any tender response received by them and reserves the right to reject all or any of the products/ service specified in this RFP response without assigning any reason whatsoever.
- (f) It is confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- (g) We have attached herewith all required documents to evaluate the technical qualification criteria mention in para no. 3.2.

Signature

Duly authorized to sign this Tender Response for an on behalf of:

(Name and address of the Company)

Seal/Stamp of Bidder

Annexure - III

Financial Bid Form

To,

The CEO,

Bureau of Pharma Public Sector Undertakings of India (BPPI)

Gurgaon

Ref: Selection of Agency to provide consulting Service and Implementation of End to end Service Solution for Jan Aushadhi Scheme

Dear Sir,

1. With kind reference to your RFP document, we, the undersigned, offer to provide the Integrated Distribution & Supply Chain Management System for Jan Aushadhi Scheme of the Bureau of Pharma Public Sector Undertakings of India (BPPI) as required and outlined in the RFP. Our bid is as given below;

Bundled Services by providing Consulting service and implementation of End to end service solution for the Jan Aushadhi Scheme.	_____ % of Turnover (In words) _____ % of Turnover
---	--

2. The offer is inclusive of all taxes till the period of contract. Escalation in base prices will not be demanded at any stage of the contract period.
3. To meet such requirements and to provide services as set out in the tender document following is our quotation summarizing our financial bid we are hereby attaching our financial bid as required by the Tender document, which constitutes our bid.
4. We undertake that if our bid is accepted, to adhere to the implementation plan (Project schedule) put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and BPPI or its appointed representatives.
5. If our bid is accepted, we will obtain the Unconditional Performance Bank Guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to BPPI for a sum equivalent to Rs. 45 lacs for assuring the due performance of the contract.
6. We also agree for unconditional acceptance of all the terms and conditions in the tender document and also agree to abide by this tender response for a period of 45 days from the date fixed for tender opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed. We further agree that BPPI is not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right to reject all or any if the service specified in the tender response without assigning any reason whatsoever.
7. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

In Capacity of

Duly authorized to sign this Tender Response for an on behalf of:

(Name and address of the Company)

Seal/Stamp of Bidder

Annexure - IV

Performance Bank Guarantee

To,

The CEO,

Bureau of Pharma Public Sector Undertakings of India (BPPI)

Gurgaon

Ref: Selection of Agency to provide consulting Service and Implementation of End to end Service Solution for Jan Aushadhi Scheme

Dear Sir,

1. Whereas M/s. _____ (hereinafter called "AGENCY") has supplied _____ (as per Bill of Material Specified in this Document) as per Agreement/ Contract No. _____ dated _____ signed between the Bureau of Pharma Public Sector Undertakings of India (BPPI) (hereinafter called "Client") and them and as per the Agreement / Contract the M/s. _____ is supposed to furnish Performance Bank Guarantee for providing the consulting Services and Implementation of End to end service solution for Jan Aushadhi Scheme.
2. NOW THEREFORE KNOW ALL THE MEAN THESE PRESENTS THAT WE, _____ (BankName) _____ having its Head Office at _____ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid not withstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities there under.
5. This guarantee will remain in force up to the date of validity _____ and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the EMD or ask the Bank to extend validity of the Bank Guarantee. In the latter situation, the Bank shall comply with such a request of extension.
6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2017.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2017 for Bank _____

Witness

Signature

Name

Complete Address

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure - V

RFP Document Fees Advice

We herewith submit the RFP Document Fees of Rs. 10000/- (INR Ten Thousand Only) in form of Demand Draft No..... issued on Dated :.....by

.....(Bank Name and Branch of issue) for the tender reference Number BPPI/DIST MGT/AI/2017.

The Demand draft is in favour of **“Bureau of Pharma Public Sector Undertakings of India”** and is payable at Gurgaon.

Signature of the Bank Authority

Name

Signed in capacity of Full Address.

Name & Signature of witness:

Address of witness:

Undertaking for not been Blacklisted

To,
The CEO,
Bureau of Pharma Public Sector Undertakings of India (BPPI)
Gurgaon

Ref: Selection of Agency to provide consulting Service and Implementation of End to end Service Solution for Jan Aushadhi Scheme.

Dear Sir,
I/We, hereby confirm that Our Proprietor Firm/Partnership Firm/Company/All member of Consortium namely is not blacklisted in any manner whatsoever by any of the Central/State/UT government in India on any ground including but not limited to indulgence in Corrupt practices, fraudulent practices, Coercive practices, undesirable practices or restrictive practices.

Signature
In Capacity of

Duly authorized to sign this Tender Response for an on behalf of:

(Name and address of the Company)
Seal/Stamp of Bidder