



Government of Goa
Directorate of Health Services
Purchase & Disposal Section, Campal, Panaji – Goa.
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No. DHS/PD/JAK/2022-23/2146

Date: 03/03/2023

**Appointing Agency for setting up of
Jan Aushadhi Kendra (PMBJK) Nomination Basis**

TERMS AND CONDITIONS:-

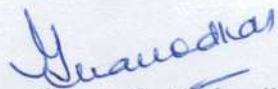
1. Sealed Application are invited for Expression of Interest by the Director of Health Services, Campal, Panaji Goa on behalf of the Governor of Goa for running a Jan Aushadhi Kendra at various units of the DHS, Campal Panaji at South Goa District Hospital, Margao, North Goa District Hospital, Mapusa and Sub District Hospital, Chicalim, Vasco from the registered Agencies. The application should be superscripted as “Expression of Interest to set up of Jan Aushadhi Kendra.” The agencies shall have minimum 03 years experience in the field and accordingly the same should be furnished.
2. The application should be duly complete in all respects alongwith required support document addressed and submitted to the Directorate of Health Services, Administration Section Panaji on or before **27/03/2023 by 3.00 p.m.** and agency will be finalized on the same day at **4.00 p.m.**
3. On allotment, the Operating Agency shall be responsible to obtain a Drug License in the name of “Pradhan Mantri Bartiya Janaushadhi Kendra” and other permissions mandated to run stores after fulfilling the requirement of Pharmaceuticals & Medical Devices Bureau of India (PMBI). (for further details for registration and Terms and Condition please visit website **Janaushadhi gov.in**).
4. The Operating Agency of the store shall execute a Memorandum of Understanding with PMBI.
5. The premises shall be used for the purpose for which it has been allotted. No activity beyond its scope shall be permitted. Further, the allotted shall not sublet the premises to any person directly or indirectly or part thereof.
6. All the billings shall be done using software provided by PMBI. No medicine can be sold in PMBJK without using the software provided by PMBI.

7. PMBJK operation will be allowed to sell allied medical products commonly sold in chemist shops but they are not allowed to sell any medicines other than products of PMBI.
8. The premises shall be leased for an initial period of 05 years which will be extendable for further period of another 05 years with mutual consent. The finalized agency shall have to sign an agreement with the Government indicating the terms and conditions as specified here before starting of store.
9. The Operating Agency shall abide by the Municipal bye-laws and any other laws for the time being in force relating to the sale of Medicines etc. and would obtain the necessary license from the competent authorities including Food and Drugs Administration within a period of 60 days.
10. Services should be provided (24*7) or from 8: am to 10: pm.
11. No modification with permanent fixture, breaking of floor, walls or drilling holes to the walls or any other structural changes which is likely to impair materially the value of premises be carried out by the Operating Agency without prior written consent of this Directorate.
12. All the electrical fixture and furniture, if available, shall be duly acknowledged before the start of premises and returned in the same condition on termination of the contract by the Operating Agency. Any damage to the premises, fixtures and furniture shall be at the cost or risk of the Operating Agency /Contractor.
13. A water sink and electrical connection will be provided by this Directorate. However, bulbs and other electrical fitting have to be arranged by the Operating Agency at his own cost. The monthly electricity and water charges of Rs. 5,000/- (Rupees five thousand only) will have to be paid by the Operating Agency.
14. No other appliances running on electricity will be used, with the exception of refrigerator/cooler. The contractor shall take all precaution and due care for avoiding fire, accidents and provide required safety measures.

15. He shall avoid any untoward incident and maintain calm and peace in the premises. Any sort of noise should be avoided. Operating Agency shall immediately bring to the notice of the officer in charge in writing, of all incidences of misbehavior, indiscipline etc. failing to do so the agency shall be solely responsible for the resultant consequences both in terms of cost and risk.
16. The charges towards monthly electricity/water charges should be paid by Operating Agency in advance by the 5th of every month, failing which the department reserves the right towards recovery of default charges @ Rs. 10/- per day, besides termination of the contract within two months from the date of default.
17. The Operating Agency shall keep the premises clean and neat and in hygienic condition. Operating Agency shall observe and fulfill all requirement and provision such as Establishment Act, Factory Act, Sanitary Act, etc as required under various Central/State/local Body Act/ Rules, if any, failing to do so, the Operating Agency alone shall be solely responsible for resultant consequences either directly or indirectly in whatsoever, way concerned. The expenditure in this respect shall be borne by the Operating Agency.
18. The Operating Agency shall not transfer his right under the lease or allow or sublet the premises or any part thereof during the period of the contractor. The Operating Agency shall not use the premises for the purpose other than for which it is leased. This shall not be used for residential purpose of the family/friend/relatives of the contractor.
19. In case the Operating Agency commits any breach of any of the conditions hereto, it will be lawful for the Government through the undersigned to terminate the contract without prejudice to any other action that may be taken against the contractor under the law in force.
20. The successful bidder shall furnish full details of local/permanent address, telephone number and full address, "reference" to verify the credibility of the successful leasee statutory agency in Goa.
21. The application received after the prescribed date and time or without fulfillment of prescribed conditions will summarily be rejected. The quotation received beyond scheduled date shall not be opened and shall not be taken up for any consideration.

22. The applicant should mandatorily furnish satisfactory performance certificate from competent authority for operating Janaushadhi Kendra within/outside the state.
23. If any disputes arise regarding the operation or interpretation of any of the clauses herein mentioned, the decision of the Director of Health Services shall be taken as final and binding.
24. The security deposit furnished by the Operating Agency shall be forfeited in the event of any damage or loss suffered by the DHS on account of violation of agreement or in the event of the agency not completing his tenure of agreement or extended period of agreement.
25. The agency can be terminated by giving one month's notice from either side without assigning any reasons thereof.
26. In case of any dispute or litigation's, court at Panaji-Goa shall have the jurisdiction.
27. Disposal of expired medicine as to be disposal as per guideline of FDA as per the protocol.
28. Incase any refurbishment is required, the same may done in co-ordination with respective incharge of the hospital.
29. Applicant may inspect the site before applying for the space.
30. The selection will be decided as per the maximum years of experience and on satisfactory performance and in any case there is similarity between two or more parties, the decision of Director will be Final and binding.
31. The Director of Health Services reserves the right to reject any or all the application without assigning any reason thereof.
32. In case the Operating Agency commits breach of any of the terms and conditions herein contained, the Government reserves the right to terminate this Agreement of Leave and License and on such termination, the Licensee shall peacefully vacate the said premises and shall not be entitled to claim any compensation thereof.

33. If the said premises is at any time required for public purpose, the Government shall be at liberty to terminate this Agreement of Leave and License at any time and take over possession of the said premises and no compensation shall be payable by the Government to the Licensee for such pre-mature termination of this Agreement of Leave and License. The decision of the Government in this regard shall be final and binding upon the Licensee.
34. On termination of this Agreement of Leave and License or on expiry of period of license fixed under this Agreement of Leave and License, whichever is earlier, if the license period is not extended by the Government for a further term, the Licensee shall deliver the vacant and peacefully possession of the said premises to the Government.
35. The leasee will have to deposit Rs. 10,000/- as a Security deposit. The said security deposit shall not carry any interest and the Government shall be entitled to deduct therefore any dues of electricity bills, water charges, compensation amount in respect of any damages to the said premises etc., if any and upon clearance of the said aforesaid dues, the leaser shall be entitled to obtain the refund of the aforesaid Security Deposit.


(Dr. Geeta S. Kakodkar)
Director of Health Services