



सत्यमेव जयते

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Second Party : ESIC
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IN-DL28081463346389W

MEMORANDUM OF UNDERSTANDING

Between

Pharmaceuticals & Medical Devices Bureau of India (PMBI)

(Set Up Under the Department of Pharmaceuticals, Ministry of Chemical & Fertilizers, Govt. Of India)

And

Employees' State Insurance Corporation (ESIC)

(Employee's State Insurance Corporation, Ministry of Labour & Employment, Government of India)

[Signature]

C. Khakha

Statutory Alert:

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This Memorandum of Understanding (MoU) is entered on this 31st day of July, 2024 at PMBI head office, World Trade Center, New Delhi.

Between

"Pharmaceuticals & Medical Devices Bureau of India" hereinafter referred to as "PMBI" is a Society registered under the societies registration act XXI having its Registered Office at B-500, "B" Tower, 5th Floor, Narouji Nagar, World Trade Center, New Delhi - 110029 and is under the aegis ment of Pharmaceuticals, Ministry of Chemicals & Fertiliz ment of India. PMBI is the implementing agency of Pradhan Ma /a Janaushadhi Pariyojana (PMBJP), scheme of Department aceuticals, Ministry of Chemicals & Fertilizers.

And

Employees' State Insurance Corporation (ESIC) a Company incorporated in India under the Employees' State Insurance Act, 1948(ESI Act), having its registered headquarter at Panchdeep Bhawan, Comrade Indrajeet Gupta (CIG) Marg, New Delhi - 110 002 under the administrative control of Ministry of Labour & Employment, Government of India.

The terms and conditions for supply of Medicines by PMBI (operating agency for Pradhan Mantri Janaushadhi Pariyojna under Janaushadhi Campaign) to Employees' State Insurance Corporation (ESIC) shall be as under:

1. The supply of Medicines and billing to respective ESIC & ESIS Institutions i.e Medical College, Hospitals, State Directorate, Dispensaries, DCBO and other ESI procuring units pan India shall be made by PMBI through their authorised distribution channel partner on issue of purchase order/Requisition from authorised representative of ESIC & ESIS Institutions. The detail of PMBI authorised distribution channel partners in respective state are as per Annexure-1.
2. In case of change of any authorised distribution channel partner in respective state, PMBI shall immediately inform to ESIC Hqrs.
3. The listed prices of PMBI shall be inclusive of all the applicable taxes and duties. For billing purpose, Maximum Retail Price (MRP) minus GST as applicable will be calculated and a discount of 20% shall be deducted. Further, GST as applicable will be added to this amount to arrive at the final bill amount. The MRP of goods shall be as notified or published by PMBI on their webpage and billing will be done as per the rates prevailing at the time of supply.
4. Goods shall be supplied to respective ESIC & ESIS Institutions on freight paid and door delivery basis between 9:00 AM- 4:00 PM on Monday to



Friday and 9:00 AM- 1:00 PM on Saturday (working day or on mutually agreed terms as per local conditions)

5. The supply will be made within 15 days of issue of the Purchase order/Requisition from Direct Demanding Officer (DDO's), of respective ESIC & ESIS Institution, at the respective Medical College, Hospitals, State Directorate, Dispensaries, DCBO and other ESI procuring units pan India. However, no penalty/late delivery charges shall be levied if the goods are supplied after 15 days of issue of the Purchase order/Requisition. If goods are not despatched within 30 days of issue of purchase order/Requisition, the order shall be considered as cancelled without any financial implication to either side.
6. The supply shall be made with strict cold chain maintenance, if required.
7. Invoice, in triplicate should be drawn in the name of Direct Demanding Officer (DDO's), of respective ESIC & ESIS Institution. Respective ESIC & ESIS Institution shall be responsible for release of payment to PMBI/ authorised distribution channel partner within 30 days of receipt of the products at respective locations.
8. The consignment should be accompanied by a declaration that all items have been tested in a NABL lab and Report of Analysis will be produced on demand, if required at any time.
9. ESIC & ESIS Institution reserve the right to test the supplied goods and will send random samples for testing the quality if there is any suspicion. If any batch is declared – "Not of Standard Quality", the cost of the entire batch will be refunded, including stock that has been already consumed.
10. No medicine with less than six months remaining shelf life will be accepted by ESIC & ESIS Institution. Undertaking to the effect should be given along with the supply that in case the items are not consumed within the shelf life, the same will be replaced free of cost or the amount will be refunded.
11. All breakages/leakages/shortage of stock in transit shall be borne by the supplier.
12. This MoU will be applicable for supplying Medicines to existing as well as future Sites of ESIC/ESIS by PMBI.
13. The Memorandum will commence on...31st July....., 2024 and will remain in force for 01 years and may be extended on mutual agreement ... Either Party may terminate this Memorandum forthwith by providing 60 days prior notice in writing to the Other Party.



C. Khakha

The parties have caused this MOU to be signed and executed on ..31.07.2024.

On behalf of ESIC

Signed by:

C. Khakha

In the presence of डॉ. सेसिल क्रिस्टोफर खाखा / Dr. Cecil Christopher Khakha
(Witnesses) चिकित्सा आयुक्त (प्रोक्योरमेंट) / Medical Commissioner (Procurement)

क.रा.बी.नि. (मु.) / E.S.I.C. (H.Q.)
श्रम एवं रोजगार मंत्रालय, भारत सरकार
Ministry of Labour & Employment, Govt. of India
पंचदीप भवन, सी.आई.जी. मार्ग, नई दिल्ली-02
Panchdeep Bhawan, CIG Marg, New Delhi-02

1. Dr. Abhishek Rai
2. Dr. Meeta Gargwal

On behalf of PMBI

Signed by:

[Signature]

In the presence of

(Witnesses) RAVIKANT TIWARI
General Manager (Finance & Accounts)
Pharmaceuticals & Medical Devices Bureau of India (PMBI)
(Set up under the Department of Pharmaceuticals, Govt. of India)
B-500, Tower B, 5th Floor, World Trade Center,
Nauroji Nagar, New Delhi -110029

[Signature]

① Lokesh Sharma A.

② [Signature]
31.07.2024
(RINKU GILL)