

Draft for Entrepreneur (Pharmacist / Pharmacist's Consent letter holder)

Agreement between Entrepreneur (Pharmacist / Pharmacist's Consent letter holder) and TNCCF for establishment and operation of Mudhalvar Marundhagam

This Agreement is made on this the day of _____ [Date] between:

Entrepreneur (Pharmacist / Pharmacist's Consent letter holder) (hereafter called as Entrepreneur)

Name: [Pharmacist's Name/Pharmacy Name)

Address: [Full Pharmacist's Address]

Contact Information: [Phone Number/Email]

Aadhaar number:

TNCCF:

Name: _____ **(Authorised Official by TNCCF)**

Address:

Contact Information:

2. Purpose:

The purpose of this Agreement is to define the terms and conditions under which the eligible Entrepreneur receives the subsidy and operate Mudhalvar Marundhagam.

3. Subsidy:

Amount of subsidy: Rs. 3/- lakh of which first instalment Rs.1.5 lakhs for infrastructure and balance Rs.1.5 lakh as kind in the form of Generic Medicines after verification.

4. The Entrepreneur shall upload and submit the following original documents to the Authorized Official or Field officials for verification

1. Pharmacist certificate D.Pharm / B. Pharm, consent letter if applicable.
2. Pharmacy license.
3. In case of own building, original document / proof of ownership.
4. In case of Rental building, Rental Agreement.

5. Inspection:

The functioning and operation of Mudhalvar Marundhagam shall be inspected by various Governmental authorities including officials from Co-operation Department at any time. The Entrepreneur has to extend support for the inspection.

6. Rule and Responsibilities of Entrepreneur :

1. Utilize the subsidy for the intended purposes only viz. setting up prescribed name board, display boards, racks, fridge, AC etc.,
2. The Entrepreneur should place indent and purchase Generic medicines, Surgicals, Nutraceuticals, Branded medicines, Siddha, Ayurvedic and Unani Medicines only from Mudhalvar Marundhagam District Ware House.
3. Placing of indents and payments to Mudhalvar Marundhagam District Ware House only through online mode.
4. For placing indents online and generation of customer bill, the Entrepreneur should only use the software developed by TNCCF especially for Mudhalvar Marundhagam.
5. First consignment alone will be supplied under one month credit facility. Thereafter every purchase from Mudhalvar Marundhagam District Ware House shall be cash and carry method only.
6. The Entrepreneur should maintain at least three months stocks of all authorized drugs and no stock out of any authorized drug.
7. No Purchase return/Expiry return policy will be allowed
8. No unauthorized drugs should be sold
9. All the required licenses, approvals of the Government shall be made up to date
10. All legal compliances including GST, Insurance, safety standards etc., shall be made in time
11. Sharing of Margin and discount to customers will be decided by Selection Committee and the margin will be inbuilt in Mudhalvar Marundhagam Billing Software.

7. General

1. Any violation of rules and responsibilities, legal and regulatory requirements, shall be considered as a breach of contract and may result in penalties, suspension or termination of this agreement, recovery of subsidies and legal action.
2. The Entrepreneur who wants to terminate the agreement or to wind up the operation of Mudhalvar Marundhagam can do so with three months advance notice and returning of subsidy at double the received subsidy amount to Government as Penalty, at any period of time within the Agreement period

3. If the subsidy is not utilized for the intended purpose as per the guidelines given, the approval will be terminated and the Entrepreneur will be liable to pay penalty at double the value of subsidy. If the Entrepreneur fails to pay, recovery proceedings will be taken under section 87 of TNCS Act, 1983

4. As a policy, the second party decides to freeze the operations of pharmacy under guidance of state level committee can do so with three months advance notice.

8. Role and responsibilities of District ware House

1. All purchases only from TNCCF

2. District ware House should maintain at least three months stocks of Generic medicines, Surgicals, Nutraceuticals, Branded medicines, Siddha, Ayurvedic and Unani Medicines

3. Placing of indents and payments to TNCCF only through online mode

4. No stock out of any authorized drug

5. District ware House should only use Mudhalvar Marundhagam software developed by TNCCF

6. On receipt of any indents from Mudhalvar Marundhagam shops, delivery should be within 48 hrs through courier / own vehicle logistics support by District Ware House

7. First Come First Out method should be followed

8. Drugs should be maintained in cold storage as per guidelines

9. Role and responsibilities of TNCCF

1. Generic medicines, Surgicals, Nutraceuticals, Branded medicines, Siddha, Ayurvedic and Unani Medicines supplied by TNCCF to District ware houses are deemed to be as authorized drugs

2. TNCCF shall coordinate with TNMSC for procuring generic drugs

3. TNCCF should maintain at least three months stocks of Generic medicines, Surgicals, Nutraceuticals, Branded medicines, Siddha, Ayurvedic and Unani Medicines

4. TNCCF should only use Mudhalvar Marundhagam software

5. On receipt of indents from District Ware Houses, TNCCF shall deliver the medicines within 7 days to the concerned District Ware Houses

6. TNCCF ensure the quality of the drugs and makes liaison with suppliers

7. Overall monitoring and functioning of all District ware Houses shall be monitored by TNCCF

8. TNCCF shall issue necessary SOPs from time to time in consultation with Selection Committee

10. Disputes:

In case of any dispute, it shall be referred to the Selection Committee. The decision of the committee will be final and binding on both the parties.

For the Entrepreneur

Signature:

Name: Pharmacist's Name]

Title: Title/Position)

Date:

For the TNCCF:

Signature:

Name: TNCCF

Title: Title/Position)

Date: