

HP STATE CIVIL SUPPLIES CORPORATION LTD.,
(ADMINISTRATION BRANCH)

Subject: - Regarding empanelment of Pharmacists on commission basis.

Kindly find enclosed here with advertisement material for empanelment of Pharmacists on commission basis is as under:-

1. Application Form for empanelment of Pharmacists on commission Basis at **Annexure-I**
2. Advertisement material at **Annexure- II**
3. General terms and conditions for the empanelment of Pharmacists (Commission Basis) **at Annexure-III**
4. Policy for the empanelment of Pharmacists (Commission Basis) at **Annexure-IV**

It is therefore, requested that advertisement material for empanelment of Pharmacists on commission basis be uploaded in Corporation's website today positively, please.


PO(Admin.)

Financial Advisor

No. HPSCSC/Admn. - 11733

Dated 16/12/2023

Application Form for Engagement of Pharmacist (Allopathic) on Commission basis

1. Name of applicant: _____
(in capital letters)
2. Father's /Husband's Name _____
3. Date of Birth : _____
4. HP Pharmacy Council Registration No. _____
5. Payment details (Rs. _____) bank draft in favour of Managing Director, H.P. State Civil Supplies Corporation Ltd; Shimla, payable at Shimla) Name of Bank: _____, Bank Draft No. _____, Dated: _____
6. Permanent Address _____

7. Address for correspondence _____

8. Tel/Mob No. (With STD code): _____ Email _____
9. Educational Qualification:-

Coloured
recent
Passport size
photograph

Sr. No.	Exam Passed	Name of Board	Year	Total Marks	Marks Obtained	Percentage of marks obtained
1	Matric					
2	10+2					
3	Diploma in Pharmacy/ Degree in Pharmacy					

10. Attested copies of relevant document/certificate as mentioned below are to be attached with the application & original documents to be shown at the time of interview:-

1. Matric, 10+2,
2. Diploma in Pharmacy/Degree in Pharmacy,
3. HP Pharmacy Council Registration Certificate
4. Bonafide Himachali certificate.

I hereby declare that the information furnished in the application are true, complete and correct to the best of my knowledge and belief. I am fully aware that in the event of any information being found false or incorrect at any stage, my candidature is liable to summary cancellation/ termination without notice or any compensation in lieu thereof.

Signature of the candidate

**Place:
Date**

HP State Civil Supplies Corporation Limited
[A Govt. of HP Undertaking]

Block No. 16 & 17 , SDA Commercial Complex, Kasumpti, Shimla –
171 009 HP, Phone No. 0177-2621583, 2621951

HP State Civil Supplies Corporation Limited invites applications from bonafide Himachali candidates having Diploma/Degree in Pharmacy(Allopathy) and registered with Pharmacy Council of Himachal Pradesh, to select a panel of pharmacists for running its Medicines Shops on commission basis in the State of Himachal Pradesh. The Application Forms can be downloaded from Corporation website www.himapurti.in from 18.12.2023 to 08.01.2024 (upto 5pm). The last date for receipt of applications is 09.01.2024 (upto 5 pm) alongwith Demand Draft amounting to Rs. 500/- in favour of Managing Director HP State Civil Supplies Corporation Limited, drawn on any Nationalized Bank in Shimla.

Managing Director

HP State Civil Supplies Corporation Limited
[A Govt. of HP Undertaking]

Block No. 16 & 17 , SDA Commercial Complex, Kasumpti, Shimla –
171 009 HP, Phone No. 0177-2621583, 2621951

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Managing Director

GENERAL INSTRUCTIONS REGARDING EMPANELMENT OF PHARMACISTS (COMMISSION BASIS)

1. The candidates must read instructions carefully, which are available on website of the H. P. State Civil Supplies Corporation Limited before applying for the Empanelment of Pharmacists (Commission Basis)
2. The candidates should possess requisite essential qualification(s) prescribed for Empanelment of Pharmacists (Commission Basis).
3. The candidates must establish their eligibility in respect of category, age and essential qualification(s) etc. as mentioned in the policy for the empanelment of Pharmacists on commission basis to avoid rejection of their candidature.
4. Number of post(s) is/are tentative and may increase or decrease from time to time.
5. Fee once paid will not be refunded.
6. Disputes, if any, shall be subject to Court jurisdiction at Shimla H.P.
7. Incomplete Application Form submitted without requisite fee, photograph, educational and other documents & signatures will be rejected straightway.
8. No representation / correspondence will be entertained against final rejection of candidature
9. The candidates are advised to constantly visit the Corporation's website during the empanelment process of Pharmacists (Commission Basis)

एच.पी. स्टेट सिविल सप्लाइज कारपोरेशन लिमिटेड

पंजीकृत कार्यालय: ब्लॉक नं. 16-17, एस.डी.ए. कमर्शियल
कॉम्प्लेक्स, कसुम्पटी, शिमला-171 009, हि 0 प्र 0
सी.आई.एन.: U99999HP1980SGC004263
जी.एस.टी.आई.एन.: 02AABCH4054K1ZV



दूरभाष नं.: 0177-2621583, 2621951, 2627951,
2621176, 2627017, 2620539
फैक्स नं.: 0177-2625537
ई-मेल: headoffice@himapurti.com,
वेबसाइट: www.himapurti.in

No.HPSCSC/Admn. 12-1/2023- -11667 - 11676

Dated / 5-12-2023

NOTIFICATION

Consequent upon the approval of the Board of Directors of the Corporation in its 173rd meeting held on 07.10.2023 vide Item No. 173.9, point no.1 (**OBJECTIVE**), point no. 4 (**SIZE OF PANEL**) and point no. 7 (**SELECTION PROCEDURE**) of the Notification No. HPSCSC/Admn.12-1/2015-IV-373-382 dated 17.04.2020 are hereby amended/re-notified as under:-

Point No. 1: **OBJECTIVE:-**

H. P. State Civil Supplies Corporation Limited has 40 Medicine Shops at various public health facilities and further propose to open Medicine Shops at 13 new places throughout the State as per public demand.

- The main objective of Corporation is to provide medicines and surgical items at best quality to the general public at reasonable rates.
- To provide medicines to the public round the clock within the Hospital Premises enabling easy availability of medicines.

Point No. 4: **SIZE OF PANEL:-**

Panel to be drawn shall be double the size of existing/anticipated vacancies. Presently there are 2 clear-cut vacancies and 11 shops are proposed to be opened in near future. Therefore, 13 Pharmacists are likely to be selected on commission basis for running these Medicine Shops of the Corporation. The panel to be drawn shall be double the size of existing vacancies i.e. 26. one each against the existing vacancies and one each against the vacancies arising due to the resignation or termination of agreement of existing Pharmacists (Commission Basis) or future vacancies, likely to arise etc., in the order of merit. The validity of panel so drawn shall remain valid for two years.

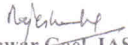
Point No. 7: **SELECTION PROCEDURE FOR EMPANELMENT OF PHARMACISTS (COMMISSION BASIS).**

Total 60 marks fixed for selection procedure for the empanelment of Pharmacists will be allotted in the following manner:-

Sr. No.	Particular	Max. Marks
a.	Matriculation	15
b.	10+2	15
c.	Diploma/Bachelor of Pharmacy	15
d.	Interview	15
Total:		60

NOTE:-

Marks will be allotted on pro rata basis on percentage of marks secured in r/o a to c above. In r/o c above, the percentage of marks whichever is higher among Diploma or Degree shall be taken into consideration.


Rajeshwar Goel, IAS
Managing Director

Copy to:-

- ✓ 1. The Financial Advisor, HPSCSC Limited with the request to publicise the above notification on the website of the Corporation for information.
2. All DMs/AMs, HPSCSC Limited through electronic mail.


Managing Director

हमपुर्ती स्टेट सिविल सप्लाइज कॉर्पोरेशन लिमिटेड

पंजीकृत कार्यालय: ब्लॉक नं. 16-17, एस.डी.ए. कमर्शियल

पल्लव, कसुमटी, शिमला-171 009, हि० प्र०

ज.आई.एन. : U99999HP1980SGC004263

जी.एस.टी.आई.एन. : 02AASCH4054K1ZV



दूरभाष नं.: 0177-2621583, 2621951, 2627951,

2621176, 2627017, 2620539

फैक्स नं.: 0177-2625537

ई-मेल: headoffice@himapurti.com,

वेबसाइट: www.himapurti.in

No. Hpscsc/Admn. 12-1/2013-IV-373-382

Dated: 17.04.2026

NOTIFICATION

The HP State Civil Supplies Corporation Limited has finalised the following Policy for the empanelment of Pharmacists on commission basis for running the Medicine Shops of the Corporation in the State of Himachal Pradesh, which shall be applicable with immediate effect:-

1 OBJECTIVE:

H.P. State Civil Supplies Corporation has 36 medicine shops at various public health facilities out of which only 28 are functional and propose to open Medicine Shops at 7 new places throughout the state as per public demand.

- i. The main objective of the Corporation is to provide medicines and surgical items of best quality to the general public at reasonable rates.
- ii. To provide medicines to the public round the clock within the Hospitals premises enabling easy availability of medicines.

2 MODE OF ENGAGEMENT:

Through this policy, Civil Supplies Corporation intends to engage pharmacists to operate these shops on commission basis. The engagement of pharmacists on commission basis shall be made by the Selection Committee comprising of the following members:-

- i. Executive Director of H.P. State Civil Supplies Corporation Limited- Chairman
- ii. Additional Director/ Joint Director/ Deputy Director of Deptt. of Health as nominated by the Director, Health- Member.
- iii. Financial Advisor of H.P. State Civil Supplies Corporation Limited.

3 ELIGIBILITY CRITERIA

Only such candidates will be eligible to apply for engagement as Pharmacists who:-

- i. Are bonafide resident of Himachal Pradesh
- ii. Possess Degree / Diploma in Pharmacy from an institution recognized by the Central/ State Government
- iii. Registered with the H.P. Pharmacy Council

4 SIZE OF PANEL:-

Panel to be created shall be double the size of existing/anticipated vacancies.

Presently there are 9 clear vacancies and 7 Shops are Proposed to be opened in near future. Therefore, the panel to be created shall be double the size of existing vacancies i.e. 32, one against the existing vacancies and one against the vacancies arising due to resignation or termination of agreement of existing Pharmacists & future vacancies, likely to arise, in the order of merit.

The validity of panel so drawn shall remain valid for two years.

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5 **ADVERTISEMENT/NOTIFICATION OF VACANCIES:**

Notification inviting applications for empanelment will be done by the Head Office after obtaining approval from the Board of Directors and will be advertised in one Hindi and one English daily regional newspapers.

6 **APPLICATIONS**

The candidates will have to apply for engagement as Pharmacist on commission basis on prescribed format (Annexure-I) with the copies of requisite documents to the Head Office on or before the last date for submission of applications. There shall be scrutiny of documents attached with the applications.

7 **SELECTION PROCEDURE:-**

- i. Total 50 marks fixed for selection procedure for the Empanelment of Pharmacist will be allotted in the following manner:-

Sno.	Particular	Max. Marks
a.	Matriculation	10
b.	10+2	10
c.	Diploma in Pharmacy	10
d.	Bachelor of Pharmacy	10
e.	Interview	10
	Total	50

ii. **CRITERIA FOR ALLOTING MARKS** (a & d above)

Marks will be allotted on pro-rata basis on percentage of marks secured.

- iii. Based on all relevant certificates, a selection list will be drawn up by the Selection Committee as per the laid down procedure and the number of candidates as per the size of the panel to be created will be asked to submit all the original certificates personally. After the scrutiny of original certificates, the chairman of Selection Committee will submit its recommendations to the Managing Director, HPSCSC Limited for engagement as per the selection list drawn on the basis of preference.

8 **OFFER OF ENGAGEMENT:-**

- i. The engagement of the selected Pharmacists will be made on commission basis by the H.P. State Civil Supplies Corporation after executing a proper agreement between the selected candidates and the Corporation through authorized signatory on prescribed agreement at Annexure-II. The terms & conditions of the agreement shall be subject to change.
- ii. **COMMISSION** shall be payable to the selected candidate as per the terms & conditions of agreement at Annexure-II

9 **WAITING LIST FOR PANEL:-**

The rest of the candidates in the panel who cannot be offered engagement due to lack of vacancy shall remain in the waiting list. The waiting list will be valid for two years after the selection process is over.

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10. **RIGHT TO CLAIM REGULAR APPOINTMENT:-**

The candidates appointed as Pharmacists on commission basis by the Corporation shall have no right to claim regularization/absorption in the Corporation as the engagement shall be purely on commission basis.

11. **RESIGNATION/ TERMINATION OF CONTRACT:**

In the event of resignation tendered by the Pharmacist or the termination of his contract by the Corporation, he will not be considered for re-engagement.

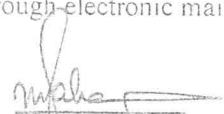
12. **PERIOD OF ENGAGEMENT AND DIS- ENGAGEMENT:-**

The engagement of Pharmacists will be made initially for 3 years which will be further extended as per the decision of the Corporation from time to time, keeping in view the performance and requirement of the Corporation on rotation basis i.e. no Pharmacist shall be allowed to continue in the same shop for more than three years. The Pharmacist so engaged can be disengaged at any time if his conduct or performance is not found satisfactory or the Corporation does not require his services. However, the Pharmacists will be disengaged on attaining the age of 58 years.

— Sd —
Manasi Sahay Thakur, IAS
Managing Director

Copy forwarded to:

1. System Analyst with the direction to publish the policy on Corporation website for information of all concerned.
2. All Divisional Managers/Area Managers, HP SCSC for information through electronic mail.


Managing Director

Application Form for Engagement of Pharmacist (Allopathic) on Commission basis

1. Name of applicant: _____
(in capital letters)
2. Father's /Husband's Name: _____
3. Date of Birth : _____
4. HP Pharmacy Council Registration No. _____
5. Payment details:
- a. (Rs. _____) bank draft in favour of Managing Director, H.P. Civil State Supplies Corporation Ltd. Shimla, payable at Shimla)
Name of Bank: _____, Bank Draft No. _____, Dated: _____
- b. Already deposited : _____ (Yes/No).
6. Permanent Address _____

7. Address for correspondence _____

8. Tel/Mob No. (With STD code): _____ E-mail _____
9. Educational Qualification:

S No.	Exam Passed	Name of Board	Year	Total Marks	Marks Obtained	% of marks obtained
1	Matriculation					
2	10+2					
3	Diploma in Pharmacy					
4	Bachelor in Pharmacy					

10. Attested copies of relevant document/certificate as mentioned below are to be attached with the application & original documents to be shown at the time of interview:-
1. Matric. 10+2, Diploma in Pharmacy, Bachelor in Pharmacy.
 2. HP Pharmacy Council Registration Certificate.
 3. Bonafide Himachali certificate.

I hereby declare that the information furnished in the application are true, complete and correct to the best of my knowledge and belief. I am fully aware that in the event of any information being found false or incorrect at any stage, my candidature is liable to summary cancellation/ termination without notice or any compensation in lieu thereof.

Place:

Date:

Signature of the candidate

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AGREEMENT FOR PHARMACISTS

(Agreement for empanelment of Pharmacists on Commission basis for running Medicine Shops of the Himachal Pradesh State Civil Supplies Corporation Ltd.)

Now, therefore **THIS AGREEMENT** is made on this day between
Sh./Smt./Miss _____ Son/Wife/Daughter _____
of Shri _____ resident of _____
(permanent address) _____
hereinafter referred to as the **Pharmacist or the First Party** of the agreement.

AND

The Himachal Pradesh State Civil Supplies Corporation Limited, Block No. 16-17, SDA Complex, Kasumpti, Shimla-171009, a State Government Undertaking through its Authorized Signatory, hereinafter referred to as the Second Party/Corporation of the agreement.

Whereas, the Second Party has engaged the First Party, as Pharmacist on Commission Basis. The First Party, has agreed to serve the Corporation on Commission Basis on the terms and conditions as mentioned hereunder.


NOW THESE PRESENT witnesses and the both the parties hereto respectively agreed to enter this agreement on following terms and conditions: -

1. That the engagement of Sh./Smt./Miss _____ (the First Party,) as Pharmacist on Commission Basis is for H.P. State Civil Supplies Corporation Ltd/the Second Party; Medicine shop, _____ and the period of this agreement shall be three years.
 2. That this agreement shall ipso-facto stand expired on the last day, until and unless extended through a supplementary agreement in case agreed upon and signed between the parties. The service of formal notice/order on the First Party, shall not be necessary on the expiry of the period of agreement.
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- That the rate of commission shall be paid to the First Party as notified and approved by the Board of Directors of the Second Party/Corporation from time to time.
4. That the contract shall stand expired automatically on attaining the age of 58 years of First Party, or on the last date of the period of three years of this contract, whichever is earlier.
 5. That the First Party, or his/her family member shall not run any Parallel/Wholesale/Retail business in medicines etc. within the State of Himachal Pradesh during the contract period and he/she shall have to submit an affidavit in this regard. Any violation of this condition may entail laid consequences and this agreement shall be terminated by the Second Party.
 6. That the First Party, shall have to engage another qualified pharmacist at his own cost, in case the sales exceeds more than Rs. 5.00 lakh per month.
 7. That the First Party, shall have to keep the medicine shop open round the clock and seven days in a week.
 8. That the First Party, shall have to obtain the requisite certificates/permissions of the competent authorities for selling all types of medicines in Himachal Pradesh within period of 15 days of this agreement, which shall remain valid during the period of this contract.
 9. That the furniture & fixture, computer hardware & software etc. will be supplied by the Second Party, i.e. Corporation to the First Party, and the same shall be the property of the Corporation and the First Party, shall be responsible for the safe custody/up-keep and proper use of these. In case of any shortage/ damage to these items, the recovery thereof shall be made from the First Party, from his security/ commission/ moveable and immovable property etc.
 10. That in case of shortage in medicines/stocks/instruments etc. the cost thereof shall be recovered from the First Party, @ one and half times of its purchase value. In case of shortage in cash, the same will be recovered from the first party/pharmacist, along-with prevailing bank interest rates.
 11. That the First Party, shall ensure the sale of medicines as per sale policy of the Corporation.

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- That the First Party, shall ensure that the medicines ordered by the Corporation are received strictly in accordance with the specifications, quality & quantity and as per the terms & conditions of the supply order.
13. That the First Party, while receiving the stocks of medicines/instruments, shall ensure that the stocks are of recent manufacturing batch and shall also ensure that the medicines are sold within the specified period. In case the medicines are not sold before the expiry period, the First Party shall return the same to the suppliers before three months of the expiry date and shall get the replacement of returned medicines with medicines having adequate shelf life under intimation to the Second Party. The First Party shall be responsible for the loss caused to the Second Party, due to any lapse or negligence in this regard. The First Party is not authorized to sell expired medicines.
 14. That the First Party, shall be responsible to keep adequate stocks of medicines/instruments in the medicine shop. Demand for medicines and instruments should be indented fairly in advance to the Second Party.
 15. That the First Party, shall be responsible for storing the stocks as per the instructions otherwise he/she will be responsible for any kind of financial loss to the Second Party, or any legal proceedings in this regard.
 16. That the First Party, shall not keep any illegal, unauthorized drugs/medicines or any kind of other material/article etc. (which are illegal under any law) in the medicine shop. In case any medicine/drug is found in excess, at any time in the shop the same will be confiscated by the Second Party, besides action as per terms and conditions of this agreement will also be taken.
 17. That the First Party, shall strictly adhere to the provisions of the Indian Drugs & Cosmetics Act 1940 or any other Act in force in this regard and instructions/ notifications issued by the authorities thereunder from time to time and shall be responsible for any violations of these. Medicines which are to be sold on the prescription of qualified doctors instructions thereof shall be adhered to strictly.
 18. That the First Party shall issue cash-memos/sale receipts/bills to all the customers invariable.
 19. That the First Party, shall be responsible to keep stocks/stores/cash etc. as per the directions issued by the Second Party, from time to time and

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- he/she shall have to submit the details of stock/sale/purchase etc. to the Corporation as and when required.
20. That the First Party, shall without any failure deposit the sale of each day on the next working day in the bank Account of the Second Party failing which action shall be taken as per clause 31 of the agreement.
 21. That the expenditures on account of rent electricity, water, sweeping stationery, furniture and insurance related to the medicine shop will be borne by the Second Party.
 22. That the Second Party, reserves the right to regulate the functioning of the medicine shop and conduct inspections at any time.
 23. That on the expiry of contract period and/ or on the termination of contract or on order of shifting, the First Party, shall not have any right to continue doing business/ work in the medicine shop. Any loss due to such unauthorized continuation shall be the liability of the First Party, and any illegal continuation shall be treated as trespass.
 24. That the First Party, shall deposit Rs. 25,000/-(Rupees twenty-five thousand) only in cash or in the shape of Demand Draft of any scheduled bank as security at the time of execution of this agreement. No interest shall be paid on the security amount. The First Party shall also have to furnish surety bond of two persons to the extent of any loss, which may be suffered by the Corporation/ Second Party, due to negligence/ misappropriation/ fraud or other acts/deed etc. of the First Party.
 25. That the First Party, shall have to maintain digitized record of all the data of medicine shop in the Computer provided by the Second Party and also the digitized data of online medicine module failing which action shall be taken as per clause 31 of the agreement.
 26. That the First Party, shall have to abide by all the instructions and directions issued by the Corporation for the proper maintenance of record, functioning and running of the medicine shop from time to time. The First Party shall be responsible to provide rebate to the customers as per policy of the Corporation failing which action shall be taken as per clause 31 of the agreement.
 27. That the First Party, or its employees shall not indulge in anti-social activities like smoking/drinking etc. in the premises of the medicine shop.

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The conduct and the behavior of the First Party should be polite, courteous and cordial in general towards the public. In case of any complaint against the First Party regarding misbehavior with the public at the medicine shop or with the officers of the Corporation, the action shall be taken as per clause 31 of the agreement.

28. That in case of substantive decrease in sales, the Corporation reserves the right to terminate this contract at any time during the contract period.
29. That the First Party, shall have to serve three months notice in writing, in advance, if he/she intends to discontinue with the Second Party.
30. That if the services of the First Party, are no longer required by the Second Party, the contract agreement can be terminated at any time by giving one month's notice or on payment of minimum monthly commission amount of Rs. 5000/- (Rupees five thousand only) in lieu thereof.
31. In event of any violation of terms and conditions of this agreement, the Managing Director of the Corporation reserves the right to take following action:-
 - i) Termination of contract agreement forthwith;
 - ii) Forfeiture of security or/ and surety or/ and commission amount and also initiate legal civil or criminal action against the First Party, as may be warranted in the situation;
 - iii) Any other administrative action as may be deemed fit.
32. That the First Party, is required to maintain detailed record of the staff deployed by him/her, as a helper/helpers in the medicine shop which includes the salary given, holidays provided working hours etc. of the helper strictly in accordance with the provisions of all applicable labour laws. And, if any, violation of the provisions of applicable labour laws are found, the First Party, shall be solely liable for the same excluding the Corporation and further the First Party, shall also submit the service record of the helpers working under him/her in the medicine shop to the Second Party, on monthly basis as well as to the Labour inspector. Any misconduct on part of the employment of helper etc. shall be the responsibility of the First Party, and the Second Party, is at liberty to take stringent action against the First Party, which may include termination of contract/agreement.



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That it has been mutually agreed between the parties that all disputes arising out of this contract shall be subject to the civil jurisdictions of competent Court of Law at Shimla, Himachal Pradesh only.

34. That other terms and conditions shall be as per instructions/ guidelines/ policies/ notices etc. issued by the Second Party, of this agreement and the same may also form part and parcel of this agreement.
35. That this agreement has been executed between the parties in sound state of mind.

In Witness whereof the first and Second Party, of this agreement have signed in the presence of each other and in the presence of marginal witnesses on thisthe day of2021 at Shimla.

Second Party

First Party

Signature with Stamp of the Second Party

Signature with Stamp of the First Party

Witnesses: -

Witnesses:-

1.

1.

2.

2.

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TERMS AND CONDITIONS

The detailed terms and conditions applicable for engagement of Pharmacist on contract basis are as under:-

1. The engagement of the selected Pharmacists will be made on commission basis by the H.P. State Civil Supplies Corporation after executing a proper agreement between the selected candidates and the Corporation through its authorized signatory on prescribed agreement. The terms and conditions of the agreement shall be subject to change.
2. That the contract shall stand expired automatically on attaining the age of 58 years of the selected Pharmacist or on the last date of the period of three years of this contract, whichever is earlier.
3. No private practice or any other employment will be permitted during the period of contractual service.
4. That the selected pharmacist or his/her family member shall not run any Parallel/ Wholesale/Retail business in medicines etc. within the State of Himachal Pradesh during the contract period and he/she shall have to submit an affidavit in this regard. Any violation of this condition may entail laid consequences and the agreement shall be terminated by the Corporation.
5. That the selected Pharmacist shall have to engage another qualified pharmacist at his own cost in case the sales exceeds more than Rs. 5.00 lacs per month.
6. That selected Pharmacist shall have to keep the medicine shop open round the clock and seven days in a week.
7. That the selected Pharmacist shall have to obtain the requisite certificates/permissions of the competent authorities for selling all types of medicines in Himachal Pradesh within the period of 15 days from the date of signing agreement, which shall remain valid during the period of this contract.



That the furniture & fixture, computer hardware & software etc. will be supplied by the Corporation to the selected Pharmacist and the same shall be the property of the Corporation and the selected Pharmacist shall be responsible for the safe custody/up-keep and proper use of these. In case of any shortage/ damage to these items, the recovery thereof shall be made from the selected Pharmacist from his security/ commission/ moveable and immovable property etc.

9. That in case of shortage in medicines/stocks/instruments etc. the cost thereof shall be recovered from the selected Pharmacist one and half times of its purchase value. In case of shortage in cash, the same will be recovered along-with prevailing bank interest rates.
10. That the selected Pharmacist shall ensure the sale of medicines as per sale policy of the Corporation.
11. That the selected Pharmacist shall ensure that the medicines ordered by the Corporation are received strictly in accordance with the specifications, quality & quantity and as per the terms & conditions of the supply order.
12. That the selected Pharmacist while receiving the stocks of medicines/instruments, shall ensure that the stocks are of recent manufacturing batch and shall also ensure that the medicines are sold within the specified period. In case the medicines are not sold before the expiry period, the selected Pharmacist shall return the same to the suppliers before three months of the expiry date and shall get the replacement of returned medicines with medicines having adequate shelf life under intimation to the Corporation. The selected Pharmacist shall be responsible for the loss caused to the Corporation due to any lapse or negligence in this regard.
13. That the selected Pharmacist shall be responsible to keep adequate stocks of medicines/instruments in the medicine shop. Demand for medicines and instruments should be indented fairly in advance to the Corporation.
14. That the selected Pharmacist shall be responsible for storing the stocks as per the instructions otherwise he/she will be responsible for any kind of

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financial loss and Corporation shall be entitled to initiate any legal proceedings in this regard.

15. That the selected Pharmacist shall not keep any illegal, unauthorized drugs/medicines or any kind of other material/article etc.(which are illegal under any law) in the medicine shop. In case any medicine/drug is found in excess, at any time in the shop the same will be confiscated by the Corporation besides action as per terms and conditions of the agreement will also be taken.
16. That the selected Pharmacist shall strictly adhere to the provisions of the Indian Drugs & Cosmetics Act 1940 or any other Act in force in this regard and instructions/ notifications issued by the authorities thereunder from time to time and shall be responsible for any violations of these. Medicines which are to be sold on the prescription of qualified doctor's instructions thereof shall be adhered strictly.
17. That the selected Pharmacist shall issue cash-memos/sale receipts/bills to all the customers invariable.
18. That the selected Pharmacist shall be responsible to keep stocks/stores/cash etc. as per the directions issued by the Corporation from time to time and he/she shall have to submit the details of stock/sale/purchase etc. to the Corporation as and when required.
19. That the selected Pharmacist shall without any failure deposit the sale of each day on the next working day in the bank Account of the Corporation failing which action shall be initiated as per clause 31 of the agreement.
20. That the expenditures on account of rent electricity, water, sweeping stationery, furniture and insurance related to the medicine shop will be borne by the Corporation.
21. That the Corporation reserves the right to regulate the functioning of the medicine shop and conduct inspections at any time.
22. That on the expiry of contract period and/ or on the termination of contract or on order of shifting, the selected Pharmacist shall not have any right to continue doing business/ work in the medicine shop. Any loss due to such

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- unauthorized continuation shall be the liability of the selected Pharmacist and any illegal continuation shall be treated as trespass.
23. That the selected Pharmacist shall deposit Rs. 25,000/- (Rupees Twenty Five Thousand) only in cash or in the shape of Demand Draft of any scheduled bank as security at the time of execution of the agreement. No interest shall be paid on the security amount. The selected Pharmacist shall also have to furnish surety bond of two persons to the extent of any loss, which may be suffered by the Corporation/ due to negligence/ misappropriation/ fraud or other acts/deed etc. of the selected Pharmacist.
 24. That the selected Pharmacist shall have to maintain digitized record of all the data of medicine shop in the Computer provided by the Corporation and also the digitized data of online medicine module failing which action shall be taken as per clause 31 of the agreement.
 25. That the selected Pharmacist shall have to abide by all the instructions and directions issued by the Corporation for the proper maintenance of record, functioning and running of the medicine shop from time to time. The selected Pharmacist shall be responsible to provide rebate to the customers as per policy of the Corporation failing which action shall be taken as per clause 31 of the agreement.
 26. That the selected Pharmacist or its employees shall not indulge in anti-social activities like smoking/drinking etc. in the premises of the medicine shop. The conduct and the behavior of the selected Pharmacist should be polite, courteous and cordial in general towards the public. In case of any complaint against the selected pharmacist regarding misbehavior with public at the medicine shop or with the officers of the Corporation, the action shall be taken as per clause 31 of the agreement.
 27. That in case of substantive decrease in sales, the Corporation reserves the right to terminate the contract at any time during the contract period.
 28. That the selected Pharmacist shall have to serve three months' notice in writing, in advance, if he/she intends to discontinue with the Corporation.
 29. That if the services of the selected Pharmacist are no longer required by the Corporation, the contract can be terminated at any time by giving one

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- month's notice or on payment of minimum monthly commission for amount of Rs. 5000/- (Rupees Five thousand only) in lieu thereof.
30. In event of any violation of terms and conditions of the agreement, the Managing Director of the Corporation reserves the right to take following action:-
- i) Termination of contract agreement forthwith;
 - ii) Forfeiture of security or/ and surety or/ and commission amount and also initiate legal civil or criminal action against the First Party, as may be warranted in the situation;
 - iii) Any other administrative action as may be deemed fit.
31. That the selected Pharmacist is required to maintain detailed record of the staff deployed by him/her as a helper/helpers in the medicine shop which includes the salary given, holidays provided working hours etc. of the helper strictly in accordance with to the provisions of all applicable labour laws. And, if any, violation of the provisions of applicable labour laws are found, the selected Pharmacist shall be solely liable for the same excluding the Corporation and further the selected Pharmacist shall also submit the service record of the helpers working under him/her in the medicine shop to the Corporation on monthly basis as well as to the Labour Inspector. Any misconduct on part of the employment of helper etc. shall be the responsibility of the selected Pharmacist and the Corporation is at liberty to take stringent action against the selected Pharmacist, which may include termination of contract/agreement.
32. That all disputes arising out of the contract shall be subject to the civil jurisdictions of competent Court of Law at Shimla, Himachal Pradesh only.
33. That the selected Pharmacist shall have to furnish surety bond with two sureties acceptable to the Corporation from the date of joining the Corporation.
34. That other terms and conditions shall be as per instructions/ guidelines/ policies/notices etc. issued by the selected Pharmacist and the same may also form part and parcel of this agreement.

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INDEMNITY BOND WITH SURETY

This indemnity and Surety Bond is made and executed on _____ day of _____ 2020 by Shri/Smt. _____ S/o/ D/o/ W/o Shri _____ a permanent resident of _____ hereinafter called "Pharmacist" AND Shri _____ S/o/D/o/W/o Shri _____ age _____ a permanent resident of _____ hereinafter called "Surety No.1" & Shri _____ S/o/D/o/W/o Shri _____ age _____ a permanent resident of _____ hereinafter called "Surety No. 2" IN FAVOUR OF "Himachal Pradesh State Civil Supplies Corporation Ltd. Block No. 16 & 17 SDA Commercial Complex Kasumpti Shimla-171009 hereinafter called "Corporation".

The terms 'Pharmacists', 'Surety' and the 'Corporation' unless repugnant to the context shall mean and include their heirs, legal, representatives, successors, executors and administrators.

WHEREAS

Sh./Smt./Kumari.....S/o/D/o/W/o..... has been empanelled/engaged as Pharmacist for the Medicine Shop of the Corporation for a period of three years.

WHEREAS one of the conditions of the empanelment is that the Pharmacist shall serve the Corporation for a minimum period of three years from the date of joining the corporation and has to furnish Surety Bond with two sureties acceptable to the Corporation.

Whereas the H.P. State Civil Supplies Corporation Ltd; (hereinafter called the Corporation) has agreed to empanel/engage the above said Pharmacist on Commission Basis (hereinafter called the Pharmacist) upon the condition of the

JP Sharma D. Sharma Ch. Sharma

said Pharmacist procuring two sureties to guarantee the Corporation for all losses due to any act of falsification, fraud, misappropriation, embezzlement, damage or negligence of the said Pharmacist.

NOW THIS INDENTURE WITNESSED as under:

1. In compliance of the terms & conditions for the Empanelment/Engagement of Pharmacist, subject to which the Corporation has agreed to empanel/engage the above said Pharmacist hereby undertakes to serve the Corporation for a period of three years from the date of joining and will not leave the services of the Corporation without rendering service for a period of three years.
2. Shri/Smt. _____ (Surety No.1) & Shri/Smt. _____ (Surety No.2) do hereby agree and declare that they shall be bound to make good all losses due to negligence/ misconduct/ embezzlement/ fraud/shortage/damages etc. of Shri/Smt./Kumari(name of pharmacist) to be paid to the Corporation as well as sureties bind themselves as his heirs, executors, administrators and representatives severally to secure and indemnify the Corporation and their successors, assignees or attorney against all losses and damage which might be suffered by reasons of the said property or any part thereof being wasted, embezzled, mispent or lost dishonestly, negligently or otherwise by the said pharmacist and also agree to stand as Sureties for the due performance of the obligation of the said Pharmacist under this bond/agreement. In case of breach of the terms of this indemnity by the said Pharmacist and failure to indemnify the Corporation, the Sureties shall be jointly and severally liable to pay to the Corporation immediately.
3. The said Pharmacist in exercise and by virtue of engagement/empanelment at office/medicine shop of the Corporation as Pharmacist on commission basis has amongst others duties the care of any responsibility for receiving safe and proper storing and keeping in the place or medicine shop for the custody thereof all money, Govt. Promissory note, valuable and other property whatsoever, which he may receive, possess of be entrusted with and by virtue of the said office.
4. The said Pharmacist is bound whenever called upon to do so to handle stock, store and cash of the Corporation and to keep intact the said property at the place or places authorized by the officers of Corporation and also to get the store, stock account, cash and other documents inspected by the officers of Corporation.
5. The said Pharmacist while holding the office/ medicine shop as a Pharmacist on commission basis shall always duly perform and fulfil all duties and responsibilities assigned to him/her and shall indemnify the said Corporation, their successors, assignees, attorney or attorneys for all and every loss and damage which during the time and the said office has happened to them his obligation for the sureties shall be void and of no effect otherwise the same shall be valid and remain in full for virtue.

JP Sharma

Dr. Sai

Dr.

The said Pharmacist by virtue of the contract executed by him with the Corporation on _____ amongst other **duties, obligation and** _____ responsibilities for keeping the _____ Chemist/medicine shop open round the clock proper storing in the place and manner prescribed, selling of medicines and medical equipment, shall also be **keeping and depositing** sale proceeds in the manner which he may receive/possess or be entrusted with by virtue of the said agreement.

7. The said Pharmacist is bound to handle stocks, stores of medicines and equipment, accounts, cash and to keep intact medicines and equipment and other property (s) of the Corporation at a place(s) authorized by the Corporation and in the manner prescribed by the supplier as well as the relevant statute(s) and also ensure timely purchases, quality, quantity of medicines, to sell out those medicines supplied by the Corporation, to abide by the provisions of Drugs control Act, other applicable laws for sale of medicines/drugs etc. and also to get the store, stock, accounts, cash and other documents inspected from the officers of the Corporation.
8. It is hereby agreed and declared that each of the said sureties shall be at liberty to terminate his, surety-ship only upon giving to the Corporation six calendar months' notice in writing of his intent to do so and his liabilities under this bond shall continue in respect of all commissions and defaults on the part of the Corporation against this bond to indemnify the Corporation until the expiry of the said period of six months.
9. The said Pharmacist hereby agrees and declares that in the event of serving the said office/medicine shop as pharmacist in case of money due by Corporation to them in respect of pay commission and any other interest may have acquired and held in the capital of H.P. State Civil Supplies Corporation Ltd. shall not be returned to him and shall remain with the said Corporation until the completion of the next annual audit of the accounts of the HP State Civil Supplies Corporation as securities against the loss that may have been incurred by the said Corporation, their successors, assignees owing to the neglect or default of the said Pharmacist during the terms of his officer and which may not have been discovered until and after the death or vacation by the said pharmacist of his office/ medicine shop of the audit of the account of the H.P. State Civil Supplies Corporation Ltd; for the year during which such death or vacation of his office by the pharmacist took place.
10. The said Pharmacist further agrees and undertakes that in case he/she commits breach of the terms and conditions agreed upon for the empanelment of Pharmacist and leaves/abandon the service and/or neglects in performance of the duties assigned to him/her leading to termination of his/her service as per rules/regulations shall be liable to pay damages with the interest thereon @ 12% per annum from the date of breach of the above till the payment is made as liquidated damages. The said Pharmacist and sureties agrees that assessment of liquidated damages that will be assessed by the Corporation shall be just, reasonable and acceptable to them and to which they agree to pay jointly and severally to the Corporation.

Pharmacist Surety Witness

1. Notwithstanding anything contained herein above, furnishing of this indemnity will not confer any right in favour of the said Pharmacist to continue in the service of the Corporation for the aforesaid term of three years, and the Corporation shall always have the right to take appropriate action, as deemed fit, against the said Pharmacist as per terms and conditions and/or the rules and regulations of the Corporation as applicable, in case of commission of any misconduct by the said Pharmacist.
12. This bond and the rights and obligations shall in all respect be governed by the laws of Union of India. For breach of any right or obligations of whatsoever nature arising out of the bond or employment shall be deemed to have arisen within the territorial jurisdiction of Shimla Himachal Pradesh courts only.

IN WITNESS whereof, the said PHARMACIST & the SURETIES have put their signatures in the presence of the witnesses on this ____ day of _____ 2021__ at _____.

Signature of Surety 1.

Signature of Pharmacist

Signature of Surety 2.

Witnesses:

1.

2.

Jithams

Bhagat

San