



भारतीय रिजर्व बैंक, शिमला क्षेत्रीय कार्यालय द्वारा जारी क्रेडिट स्लिप पर दवाओं की आपूर्ति के लिए आपूर्तिकर्ताओं/ केमिस्टों/ ड्रगिस्टों के पैनल में शामिल होने के लिए विज्ञापन

खुली निविदा हेतु वे बोलीकर्ता / वेंडर/ एजेंसियां जो निविदा में दी गई निर्धारित पूर्व-अर्हता मानदंडों को पूरा करते हैं, निविदा में भाग लेने के पात्र हैं। निविदा भरने वालों से अनुरोध है कि निविदा के लिए अपनी पात्रता एवं टेंडर में निर्धारित अन्य मापदण्डों के समर्थन में दस्तावेज एमएसटीसी की वेबसाइट पर अपलोड करें।

क्रमांक	ब्यौरा	विवरण
1.	विभाग का नाम	मानव संसाधन प्रबंध विभाग
2.	ई-निविदा का नाम	भारतीय रिजर्व बैंक, शिमला क्षेत्रीय कार्यालय द्वारा जारी क्रेडिट स्लिप पर दवाओं की आपूर्ति के लिए आपूर्तिकर्ताओं/ केमिस्टों/ ड्रगिस्टों के पैनल हेतु अनुबंध
3.	ई-निविदा क्रमांक	RBI/SHIMLA REGIONAL OFFICE/Others/1/23-24/ET/210
4.	ई-निविदा का तरीका	ई-प्रापण प्रणाली (ऑनलाइन पार्ट-। तकनीकी बोली और पार्ट-॥ – वित्तीय बोली) (www.mstcecommerce.com/eprochome/rbi के माध्यम से)
5.	कुल लागत (12 माह के लिए)	₹. 6,00,000/- (रूपए छह लाख मात्र) GST सहित
6.	पार्टियों के लिए वेबसाइट से एनआईटी डाउनलोड के लिए उपलब्ध होने की तारीख	17 नवम्बर 2023 को 10:00 बजे से
7.	पूर्व-बोली बैठक की तिथि	दिनांक: 24 नवम्बर 2023 को 11:00 बजे स्थान: भारतीय रिजर्व बैंक, चतुर्थ ताल कॉन्फ्रेंस हाल, मेन बाज़ार, कसूम्पटी, शिमला
8.	बयान राशि जमा करने की अंतिम तारीख	08 दिसम्बर 2023 को 11:00 बजे से
9.	www.mstcecommerce.com/eprochome/rbi पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा प्रारंभ होने की तिथि	17 नवम्बर 2023 को 10:00 बजे से
10.	भाग-। (तकनीकी बोली) तथा भाग-॥ (वित्तीय बोली) जमा करने की अंतिम तिथि	08 दिसम्बर 2023 को 11:00 बजे तक



11.	भाग-। (तकनीकी बोली) को खोलने की तिथि	08 दिसम्बर 2023 को 15:00 बजे
12.	भाग-॥ (वित्तीय बोली) को खोलने की तिथि	भाग-॥ वित्तीय बोली केवल उन्हीं निविदाकारों की इलेक्ट्रॉनिक रूप से खोली जाएगी जो पूर्व-योग्यता पात्रता मानदंडों को पूरा करते हैं। इस तरह के बोलीदाता को ई-मेल के माध्यम से अलग से सूचित किया जाएगा।
13.	बयाना राशि	रु. 12,000/- (रुपये बारह हजार मात्र) केवल NEFT के माध्यम से NEFT का विवरण: - लाभार्थी का नाम: भारतीय रिजर्व बैंक लाभार्थी का खाता संख्या: - 186003001 आईएफएससी कोड: - RBIS0SMPA01 (5 वां एवं 10 वां अक्षर शून्य) <u>बयाना राशि के बिना ई-टेंडर आवेदन को पूर्ण नहीं माना जाएगा और बैंक द्वारा खारिज कर दिया जाएगा।</u>
14.	अंतरण फीस	एमएसटीसी लिमिटेड के पक्ष में अथवा मैसर्स एमएसटीसी लि. द्वारा सुझाए अनुसार एमएसटीसी लिमिटेड गेटवे/ एनईएफटी / आरटीजीएस के माध्यम से भुगतान किया जाना है। आरबीआई द्वारा अंतरण फीस नहीं लगाई जायेगी।

कोई भी शुद्धिपत्र केवल भारतीय रिजर्व बैंक की वेबसाइट (www.rbi.org.in) पर जारी किया जाएगा।

क्षेत्रीय निदेशक
भारतीय रिजर्व बैंक
शिमला



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
SHIMLA**

**E-Tender for Empanelment of Suppliers/ Chemists/ Druggists
for Supply of Drugs and Medicines on Credit Slips Issued by
Reserve Bank of India Shimla Regional Office**

E-Tender No. - RBI/SHIMLA REGIONAL OFFICE/Others/1/23-24/ET/210



DISCLAIMER

The Bank has prepared this document to give background information on the assignment to the interested candidates. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities, agencies, any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

The Bank reserves the right not to proceed with the assignment or to change the configuration thereof, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any candidate expressing interest. No reimbursement of cost of any type will be paid to persons expressing interest.

Regional Director
Reserve Bank of India
Shimla Regional Office



**E-Tender for Empanelment of Suppliers/Chemists/Druggists for Supply of Drugs and
Medicines on Credit Slips Issued by Reserve Bank of India, Shimla Regional Office for
the period December 15, 2023 – March 31, 2026**

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Chapter 1 – Introduction

Reserve Bank of India, Shimla, (hereinafter called “the Bank”), invites e-tenders under Two – Bid system (Technical & Financial Bid) for the empanelment of suppliers/chemists/Druggists (hereinafter refer to Chemists for brevity) for supplying of medicine to its employees/retirees against Credit Slips issued by the Bank’s Medical Consultant of Reserve Bank of India, Shimla. The empanelment panel shall be for a period of two (2) years and (4) months i.e. December 15, 2023 to March 31, 2026, however, the contract shall be for an initial period of four months from December 15, 2023 to March 31, 2024, which may be extended up to a further period of two years (one year at a time) subject to an annual review by the Bank and also satisfactory performance of the service provider. All the interested Suppliers/ Chemists/ Druggists may register themselves with MSTC to be able to participate in the process of tendering. Bidders are advised to make their own arrangement for Digital Signature Certificate (DSC) which may be required to access the MSTC portal.

The address of the main office of RBI Shimla is Main Market, Kasumpti, Shimla - 171009. Apart from that, RBI Shimla has leased accommodations which are within the radius of 5 km of the main office. Bidders are requested to ensure that their outlet is available within 5 km radius of the main office.

The Bank reserves the right to enter into parallel contracts with different vendors. Contract will be awarded to bidder who offers highest discount rate.

In case of any clarification, you may contact

Contact person (RBI, Shimla Office):

1. Shri Akash Chaudhary, Manager, HRMD
Mobile: 9911445447, achaudhary@rbi.org.in
2. Shri Anand Kumar, Assistant Manager, HRMD
Mobile: 9988859551, anandkumar1@rbi.org.in



Contact person (MSTC Ltd):

Mr. Pratik Shaw, Assistant Manager, Northern Regional Office, Mobile No. 9330591269
email: nroopn9@mstcindia.in

The MSTC Helpdesk numbers are: 011-23212357, 011-23215163 and 011-23217850. The bidders can also submit their issues vide e-mail at helpdesknro@mstcindia.in



Chapter 2 - Schedule of tender

E-tender no	E-Tender No. - RBI/SHIMLA REGIONAL OFFICE/Others/1/23-24/ET/210
Name of Tender	E-Tender for Empanelment of Suppliers/ Chemists/ Druggists for Supply of Drugs and Medicines on Credit Slips Issued by Reserve Bank of India, Shimla Regional Office for the period December 15, 2023 to March 31, 2026
Mode of Tender	E-tender through MSTC portal.
Date of Notice Inviting E-tender available for view/download on RBI website	November 17, 2023 at 10:00 AM
Date of Pre-Bid meeting (offline)	November 24, 2023 at 11:00 AM
Email query may be sent to	samadhanshimla@rbi.org.in
Venue of Pre-Bid meeting	Reserve Bank of India, Main Market, Kasumpti, Shimla - 171009
Estimated value of tender i.e. annual procurement	6,00,000/- *refer Annex-II for detail
Earnest Money Deposit (EMD)	12,000/- (being 2% of the total contract value shall be deposited by each bidder) in the form of NEFT in favour of Reserve Bank of India.
Reserve Bank of India, Shimla Account Details	Beneficiary account no: 186003001 IFSC: RBIS0SMPA01 (Numeric Zero at 5th and 10th place from left) Beneficiary Name: Reserve Bank of India, Shimla



Transaction fees	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through/NEFT/RTGS in favour of MSTC LIMITED or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to the Reserve Bank of India, Shimla.
Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	November 17, 2023 from 10:00 AM onwards
Last date of availability of E-tender on website	December 08, 2023 at 11:00 AM
Date & time of closing of online submission of E-tender (Technical Bid and Financial Bid)	December 08, 2023 at 11:00 AM
Date & time of opening of Part-I (Technical Bid)	December 08, 2023 at 03:00 PM
Date of opening of Part-II (Financial Bid)	Will be informed in due course.



Chapter 3 – Eligibility

1. The chemist must hold licenses valid as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with selling of medicines. The empaneled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
2. The shop/ establishment of the chemist should be situated in and around the 5 km radius of the main office i.e., Reserve Bank of India, Main Market, Kasumpti, Shimla - 171009.
3. The chemist should have an annual minimum turnover successively for the last three financial years equal to 50% of the contract amount.
4. Earnest Money Deposit (EMD) of ₹12,000/- (Rupees Twelve thousand only) should be deposited as per terms & conditions mentioned in this document.
5. The bidder agrees to all the terms and conditions of both the Tender Document as well as the technical clauses of the e-tender and non-adherence to any of them shall lead to disqualification.
6. Banker's certificate from the Scheduled Bank where the Chemist has account as per format in [Annex 3](#).
7. The Chemist should have a valid GST registration and PAN.
8. The Chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
9. The Chemist should not have been debarred/ black-listed by any Govt./ Semi-Govt./ Public Sector organization.



- 10.** The Chemist should agree to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC).
- 11.** The Chemist shall submit the Undertaking/ Declaration as specified in [Annex-7](#) on the letter head of the firm.
- 12.** The chemist should have a computerized billing system.



Chapter 4 - Details of Technical Bid

The following documents should be submitted along with the application.

1. Application form for Supply of medicines at Reserve Bank of India, Shimla as per format given in [Annex I](#).
2. Self-attested copies of valid license held by the chemist as on the date of application.
3. Copies of the balance sheets for the last three financial years (2020-21,2021-22,2022-23) duly certified by a Chartered Accountant.
4. Turnover certificate duly certified by Chartered Accountant for the last three financial years.
5. Copy of GST registration certificate.
6. A copy of PAN allotted to the chemist.
7. Banker's certificate as per format indicated in [Annex 3](#).
8. Tenderer should submit the details of their banker's and bank details along with a cancelled cheque of the account.
9. ITR documents of last three financial years
10. Copy of Registration of the firm / partnership / proprietorship / chemist / vendor



Chapter 5 - Terms & Conditions

1. Earnest Money Deposit (EMD) of ₹12,000/- (Rupees Twelve thousand only) must be submitted along with the bids through NEFT. Bids without EMD will not be considered and will be rejected. EMD of unsuccessful bidders will be returned within 15 days of awarding the Contract to a successful bidder. EMD of the bidders not honoring their commitment/ quotations may be forfeited at the discretion of the Regional Director, Reserve Bank of India, Shimla who is not bound to assign any reasons for his action.
2. The successful bidder has to submit a Performance Bank Guarantee (PBG) from a scheduled bank as indicated in [Annex 2](#) in favour of the Regional Director, Reserve Bank of India, Shimla which shall remain valid for a period beyond six months of the validity of the Contract within a period of thirty days from award of the Contract. The EMD submitted along with the bid will be returned soon after receipt of the PBG. The format for PBG is given in [Annex-4](#).
3. The successful bidder will enter into a contract with the Bank as per format in [Annex-5](#). The contract will be valid for a period of 4 months (December 15, 2023 to March 31, 2024) from the date of contract and the uniform discount quoted by you shall remain firm and valid for the period. The contract may be extended up to a further period of two years (one year at a time) and the uniform discount quoted shall remain firm for the extended period also.
4. Under no circumstance will a request for alteration in the discount rate will be accepted/ considered during the period of contract.
5. The delivery of medicines and/or non-medicine items shall be made available, as per the requirement in each credit-slip, without any additional charges (for transport etc.), at the bank premises or lease accommodations, within reasonable time not exceeding 48 hours from placing of such order. The order may be placed by any employee/ retired-employee and/or their dependents by showing a valid credit slip communicated electronically or otherwise to the service-provider or his employees/



agents/ assignees etc. The failure of timely delivery shall attract consequences which may include rescission of the contract as **time is the essence of the contract.**

6. The Chemist must have their office in Shimla to execute the order and replace the rejected material if any, on priority.
7. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the Chemist. The Chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply at the Bank's premises and leased accommodations. The Bank shall only pay the labelled MRP less discount allowed thereon as per your offer.
8. Quotation (Bids) received without EMD and the details as per Sr. No. 1 above will be summarily rejected. Any conditional quotations/ offers will not be accepted.
9. Quotations will be opened on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.
10. Fulfilling the above terms & conditions and offering the highest discount does not necessarily mean qualifying for the award of the Contract.
11. The Bank will have the right to withdraw from the contract in full or in part by giving three months' notice to the supplier.
12. The Regional Director, Reserve Bank of India, Shimla, reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The Regional Director also reserves the right to relax or alter any clause mentioned in this document as seems appropriate to him in interest of the Bank.
13. Applications received in respect of the process of empanelment will be reviewed by the Bank in two parts. In Part-I the applicant is required to submit the application form and documents. In Part-II the applicant shall submit the financial bid (Discount



rate). The application received in Part-I shall be reviewed by the Bank and whose eligibility criteria mentioned in the document are met, the Part-II shall be opened.

14. The Bank shall open the Part II (Price Bid) of the chemists who qualify in the eligibility criteria for empanelment. The Bank will enter into an annual agreement for supply of medicines on credit slips with one or more chemists who offer the highest uniform discount.



Chapter 6 - Scope of Work

A. Credit Slip

The Bank's Medical Consultant (BMC) shall issue a credit slip in the prescribed format in favour of the Bank's employees and their dependents prescribing there in the medicines to be supplied by the empaneled chemist. Upon receipt the Credit Slip (via physical / electronic mode) issued by the BMC, the chemist shall supply the medicines prescribed by BMC to the Bank's Employee and their dependents in Bank premises on demand basis after obtaining due authentication i.e., name, signature, designation etc. on the credit slip. In case the chemist is providing the Home Delivery of the medicines, the chemist is required to deliver the medicines at home of staff members after receiving the Credit slip in soft copy. The hardcopy of the Credit slip shall be collected at the time of delivery of medicines. No extra charges shall be levied by the chemist for home-delivery if provided. Staff members will have the option to get the medicines on credit slips at Bank premises or their homes.

B. Packaged Supplies

Supplies are required to be made in original packaging of manufacturer. The packing should exactly match the total quantity demanded of any particular medicine/ drug in the Credit Slip.

C. Life Period of Medicines Supplied

Every medicine has its own shelf-life period as mentioned on the label of medicine. The shelf life of medicines and non-medicine items supplied should not have passed more than half of its shelf life at the time of supply.

D. Presentation of Bills

Bills may be submitted to the Bank every month for payment along with the original credit slips. Bills of particular month shall be submitted by the 10th of the following month.



E. Performance Security

The Performance Bank Guarantee shall be liable to be invoked if the medicines supplied by the authorized Chemist are not conforming to quality. The Performance Bank Guarantee is also liable to be invoked if the authorized Chemist:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or the substitute medicines
- iii) Delays supplies
- iv) Over charges

The Chemist should not stop the supplies of the medicines without giving 30 days' notice.

F. Deductions for Default

In case of specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then Chemist will be penalized for Rs.1000 + cost of the specific brand of medicines and non-medicine items for each such default.

G. Termination for Default

The Bank may, without prejudice to any other remedy for breach of contract, by written notice (three months) of default sent to the bidder terminate the contract in whole or in part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the bidder fails to perform any other obligation(s) under the contract.
- c. If the bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



H. Reservation of Right for Appointment of More Chemists

The Regional Director, Reserve Bank of India, Shimla reserves the right to enter into contracts with any number of Chemists in different locations.

I. Supply of Medicines and Non-Medicine Items

In case of failure or refusal on Chemist's part to supply the medicines/ non-medicine items to the purchasers/ beneficiaries within the time as provided, the contract is liable to be terminated /cancelled at Chemist's risk and cost. Any extra cost involved in arranging supply from alternative sources will be recovered from the Chemist.

The medicines items to be supplied shall be of standard quality. In case it is found that any particular medicines have expired or is nearing the date of expiry, found to be substandard or spurious, Chemist's (Appointed Authorized Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the Chemist fails to supply the medicines, the Bank will be entitled to procure the same from other Chemists and the defaulting Chemist shall be liable to reimburse in full the price paid by the Bank. However, the Chemist will be allowed to claim what would be payable to him for the medicines and non-medicine items as per the agreed terms and conditions.

J. Indemnity

The bidder shall indemnify the Bank against all actions, suits, claims, and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to the Bank and will not hold the Bank responsible or obligated.



The Bank may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

K. Payment

The authorized Chemist shall claim payments after supply of medicines and non-medicine items. Payments of the bills presented will normally be arranged in 30 working days from the date of presentation of the bill. However, the authorized Chemist shall make no claim from the Bank in respect of interest or damages in case the payment is delayed for any reasons. The payment for the purchases will be made through NEFT, for which the bidder should provide requisite bank details. While making payment, the RBI, Shimla will deduct applicable taxes at source and issue certificate in this regard.

L. Arbitration

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of The Regional Director, Reserve Bank of India, Shimla who shall give written award of his decision to the Bidder. The decision of The Regional Director, Shimla will be final and binding. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Shimla only.

M. Confidentiality Clause

The Chemist shall not disclose directly or indirectly any information, material and detail of the bank's infrastructure/system/equipment etc., which may come to the possession or knowledge of the Chemist during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Chemist shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Chemist shall not publish, permit to be published, or



disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of the Bank in a manner constituting disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Chemist and the Bank shall be entitled to claim damages and pursue legal remedies. The Chemist shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Chemist's obligations with respect to non-disclosure and confidentiality will survive after the expiry or termination of this contract for whatever reason.

N. Compliances with the Provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

The Chemist shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Supplier and the Supplier shall ensure appropriate action under the said Act in respect to the complaint". Any complaint of sexual harassment from any aggrieved employee of the supplier against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The supplier shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the supplier, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the supplier is proved by the Committee. The chemist shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.



Chapter 7 - General and Specific Conditions of Contract

A) General Conditions of the contract

- A1** The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise, the Bank is not responsible for the completeness of the Tender Document.
- A2** Conditional tender shall not be entertained.
- A3** In the event of any difference between the figures & words of quoted rates, the rates in words shall be considered for evaluating the tender.
- A4** The tenderer is expected to carefully read and understand all instructions, forms, terms, and specifications in the Tender Document before submitting the bids.
- A5** Failure to furnish all / any information or documentation as prescribed in the Tender Document may result in the rejection of the Tender.
- A6** The track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any such case with the Police / Court / Regulatory authorities against the tenderer or proprietors / partners / directors in case of Proprietorship / Partnership firm / company.
- A7** The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The tenderer must not have been suspended / delisted / blacklisted / banned or any such process initiated against him/her, by any organization including the Reserve Bank of India at any location in India on any grounds (Self-declaration on letter head in this regard to be submitted).
- A8** The tenderer should not have rescinded / abandoned any contract awarded by any of his clients before the expiry of the prescribed period of contract. The tenderer shall give details of all disputes he / she had with his / her clients and furnish the current status thereof.



B) Situations leading to disqualification / rejection of tenders

B1 Any canvassing by or on behalf of the tenderer or an attempt to bring any canvassing or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for the next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.

B2 All the tenders should be complete in all respects with all attachments / enclosures/ annexures. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence, etc., will be outrightly and summarily rejected by the Bank.

B3 The tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.

B4 Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.

B5 The tenders received after the due date and time shall be summarily rejected.

B6 Conditional tenders shall be straightway rejected, and no additional clause will be entertained.

B7 No tender may be modified subsequent to the last date of submission of the tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender.

B8 Withdrawal of the tender during the interval shall result in forfeiture of the EMD.

B9 Alternative Proposals / Request for extension for final date of submission shall not be permitted.



C) Terms of Payment

C1 Except under circumstances beyond the control of the Bank, the payment of complete and clear bills received at monthly intervals will be made not later than Thirty (30) days of receipt of clear and complete bills.

C2 As per Indian laws, taxes as applicable, shall be deducted at source and a certificate for the same shall be issued to the Service Provider.

C3 The invoice / bill issued should be serially numbered and it should contain the name and address of the service provider, service receiver, description of service, value of taxes payable thereon, etc. No request for making an advance payment on any ground shall be entertained.

C4 It shall be binding on the Service provider to remit the Taxes paid by the Bank on bills to the respective Government Authorities.

C5 All the payments shall be released through NEFT / RTGS channel only, for which necessary account details shall be submitted to the Bank.

C6 Any objection regarding the payment received by the agency may be brought to the notice of the Bank within ten (10) days of the date of the payment. In case, no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

D) Necessary requirements to be fulfilled after award of contract

D1 The successful tenderer/s shall execute a Performance Bank Guarantee as specified in [Annex IV](#) (Standard Formats)

D2 The agreement between the successful tenderer/s and the Bank will be signed after written confirmation of acceptance. The agreement shall be executed in duplicate. The Bank shall retain the original document and the Service Provider will be given the duplicate. The stamp duty shall be borne and paid by the Service Provider.

E) Rights of the Bank

E1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.



E2 The Bank reserves the right to accept or reject any / all applications or annul the tendering process without any liability or assigning any reason thereof.

E3 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

E4 The Service Provider or its agents / employees / drivers committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and / or termination of the agreement forthwith without any notice or any compensation in lieu thereof.

E5 Without prejudice to the above, the Agreement can be terminated with a notice of three months from either side, during the Agreement period.

F) Force Majeure

Notwithstanding anything contained in this document, neither party shall be liable for any delay in performing obligations hereunder, if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the statutory authority, Act of God, natural calamity or social uprising, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

G) Disclaimer

G1 Although adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects.

G2 Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within three (3) days from the date of



Notice Inviting Tender (NIT), it shall be considered that this document is complete in all respects.

G3 The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.

G4 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

H) Discount

The chemist should quote uniform discount on retail price printed on Strip / Bottle / Unit packed in percentage term in respect of all items of supplies to be made under the Contract irrespective of their brands or manufacturers. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The Bank will only pay the labeled MRP minus discount allowed thereon. The discount offered by the tenderers and as accepted by the Bank, shall remain valid, for a period of four months (December 15, 2023 to March 31, 2024), thereafter it may be reviewed at the time of renewal of the contract depending on the prevailing circumstances at the time of renewal viz. any major changes in the laws and policies of the country at that time. However, this can be done only with the permission of the Regional Director, RBI, Shimla.

I) Non - Disclosure

The successful tenderer shall not disclose directly or indirectly any information or materials and details of the Bank's structure / systems / equipment, etc. which may come to the possession or knowledge of the agency during discharging of its contractual obligations in connection with this agreement to any third party



and shall at all times hold the same in the strictest confidence. The agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with the applicable laws. The agency shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency, the Bank shall be entitled to claim damages and pursue legal remedies. The agency shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The agency's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

J) Insolvency or death of vendor

In the event of the tenderer being adjudged insolvent or going voluntarily into liquidation or having received order or other order under the Insolvency Act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the vendor failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the contract without any previous notice. The vendor's heirs / representatives shall not, have the right to continue to perform the duties or engagements of the vendor or under the contract in case of his death without the consent in writing of the Bank. In the event of the vendor, with such consent aforesaid, transferring his business, and in the event of the vendor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the vendor shall make it one of the terms and stipulations of the contract for the transfer of this properties and business, that such other person or company, shall continue to



perform the duties or engagements of the vendor under this contract and be subject to his liabilities there under. The proof of death and other relevant documents to this effect shall be submitted to the Bank, in writing. Without prejudice to any of the rights or remedies under this contract, in case of sole proprietorship concern if the vendor dies, the Bank shall have the option of terminating the contract without compensation to the legal heirs, which does not amount to the Breach of contract.

K) Corrupt, fraudulent, or unethical practices

The Bank requires that the chemist observes the highest standards of ethics during the supply of medicines under credit slips. The medicines/drugs to be supplied must be of standard quality as indicated in the credit slips. In pursuance thereof, the terms are set forth as follows:

- a.** The chemist shall not resort to offering, giving, receiving, or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process.
- b.** The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process to the detriment of the Bank.
- c.** The Bank will declare a chemist ineligible, either indefinitely or for a specified period of time, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in the empanelment process and execution of work thereon.
- d.** The Bank may, without prejudice to any other remedy for breach of terms, at its sole discretion, terminate the empanelment in whole or part in respect of any chemist for any of the following reasons:
 - i.** supply of sub-standard/ spurious/ substitute medicines,
 - ii.** over charging in the bill,
 - iii.** in case it is found that any particular medicine's date is expired or is near the date of expiry



- iv. if the chemist fails to perform any other obligation(s) under the empanelment
- v. in the judgment of the Bank has engaged in corrupt or fraudulent practices.

e. If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by the Bank, replace the medicines in question. The Bank may stop payments due or recover the cost of such supplies from the amounts due to the chemist.



Annex 1 - Application Form

Application Form for Empanelment of Chemist for Supply of Medicines issued on Credit Slip
by Reserve Bank of India, Shimla

Sr. No.	Particular	Remarks
1.	Name of Chemist	
2.	Constitution (Company / Partnership / Proprietorship)	
3.	Details of Registration (Registering Authority, Registration No. & Date)	
4.	Year of commencement of Business	
5.	Copy of Profession Tax Certificate	
6.	GST Registration No.	
7.	Permanent Account Number	
8.	Name (s) of the Proprietor/ Partner/ Director/ Official with designation authorized to make commitment to the Bank.	
9.	Telephone No. Mobile No. E-mail address	
10.	Address of the Shop/ Establishment	
11.	Whether the chemist holds valid license (s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940. Please furnish detail of licenses.	
12.	Copy of Income Tax Returns filed for the last 3 years	



13.	a) Copies of the Balance Sheets for the last three financial years duly certified by a Chartered Accountant b) Whether the chemist has minimum annual turnover equal to the contract amount?	
14.	Whether the chemist has been convicted by the State Drug Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time.	
15.	Whether the billing system is computerized.	
16.	Name, address and phone number of the Principal Banker.	
17.	Whether the Chemist has agreed to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) to the Bank premises	_____ (Yes/ No)
18.	Whether the Chemist has agreed to supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) to the Leased Accommodations	_____ (Yes/ No)
19.	Whether the Chemist has agreed to submit the Undertaking/Declaration as specified in <u>Annex-7</u> on the letter head of the firm.	
20.	Whether the chemist has submitted the copy of licenses valid as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force.	



21.	Whether the chemist has submitted documentary evidence w.r.t address proof of the shop / establishment.	
22.	Whether the chemist has submitted the copy of GST Certificate and PAN.	

I have read and understood the notice issued by the Reserve Bank of India, Shimla, containing the eligibility criteria and the terms and conditions for empanelment of chemists / druggists for supply of drugs / medicines. I fully accept the terms and conditions of the contract. I also understand that the Bank reserves the right to accept any or reject any or all the applications without assigning any reason.

Name:

Signature

Designation:

Date:



Annex 2 - Details of expected annual procurement and turn over required and amount of Performance Guarantee

1. Expected Amount of Annual Procurement: Rs 6,00,000/-
2. Turnover required for eligibility: Rs.3,00,000/-
3. Amount of Earnest Money Deposited till submission of PBG: Rs. 12,000/-
4. Amount of Performance Bank Guarantee (PBG): Rs 60,000/-
5. Amount of EMD (Earnest Money Deposit) will be refunded on submission of PBG (Performance Bank Guarantee).



Annex 3 - Format of Banker's certificate

To

The Regional Director

Reserve Bank of India

Human Resource Management Department

Main Market, Kasumpti

Shimla

Banker's Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information, M/s / Shri / Smt. -----
----- having the noted address, a customer of our bank are / is
respectable and can be treated as good for any engagement up to limit of Rs.----- (-----
Rupees -----).

For the bank

(Signature with seal)

Date:

Name & Designation:

For the bank

Note:

1. Banker's certificate should be on letter head of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.



Annex 4 - Format of Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE FORM (For an amount of Rs.)

To,
The Regional Director
Reserve Bank of India
Shimla

WHEREAS _____ (Name of successful bidder) hereinafter called
“Successful Bidder” has undertaken, Contract No. _____ dated,
_____ to supply medicines in RBI Shimla (Description of Services) hereinafter called
“the Contract” in pursuance of Request for Empanelment Document dated _____ and
Request for Quotation dated _____ issued by RBI Shimla.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has
to submit a performance bank guarantee by a scheduled bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder
shall furnish a bank guarantee by a scheduled bank for the sum specified therein as security
for the compliance with the successful bidder’s performance obligations in accordance with the
contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total
sum ofonly and we undertake to pay you, upon your first written demand declaring
the successful bidder to be in default under the contract and without demur cavil or argument,
any sum or sums within the amount as aforesaid, without your needing to prove or to show the
grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful bidder has committed default in the due and
faithful performance of all or any of its obligations under and in accordance with the contract
shall be conclusive, final and binding on us. We further agree that you shall be the sole judge
as to whether the successful bidder is in default in due and faithful performance of its
obligations under the contract and your decision that he is in default shall be final and binding
on us notwithstanding any differences between you and the successful bidder or any disputes
between you and him pending before an Arbitrator or any other court or tribunal or authority.

3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal
debtor and any change in our constitution or that of successful bidder shall not, in any way, or
manner affect our liability or obligation under this guarantee.



4. You shall have the liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forbear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at _____ branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2023 at.

SIGNED, SEALED AND DELIVERED

For and on behalf of By:

(Signature)
(Name)
(Designation)
(Address)



Annex 5 - Format of Contract

ANNUAL CONTRACT FORM

THIS AGREEMENT made on the..... day of....., 2023

Between

Reserve Bank of India, Shimla

.....
(Name and address of purchaser) hereinafter "the Purchaser" of the one part and

.....
(Name and address of chemist) hereinafter called 'the Chemist" of the other part:

WHEREAS the Purchaser is desirous of providing medicines to its staff members on credit slips at a discounted price and has accepted a bid by the Chemist for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

2.1 the empanelment/Tender document dated.....signed and submitted by the Chemist.

2.2 the Quotation document dated submitted by the Chemist, terms and conditions of the bid.

2.3 the Purchaser's Notification of Award

In consideration of the payments to be made by the Purchaser to the Chemist as hereinafter mentioned, the Chemist hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract. The Purchaser hereby covenants to pay the Chemist in consideration of the provision of the goods and services and the remedying of defects therein, the sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.



Empanelment of Suppliers/Chemists/Druggists for
Supply of Drugs and Medicines on Credit Slips Issued
by Reserve Bank of India, Shimla Regional Office

For and on behalf of
Bank

Sign: _____

Name:

Title:

For and on behalf of
Chemist

Sign : _____

Name :

Title :



Annex 6 – Format for Price Bid

PRICE BID

From:

(Complete address of the bidder with Phone/ Fax & Mobile No.:)

To

The Regional Director,

Reserve Bank of India,

Shimla

Dear Sir,

Having fully read and understood, the terms, conditions and other details mentioned in the Bank's empanelment document dated _____ I / We hereby offer to supply medicines/drugs to the Bank's staff on credit slip issued by Bank's Medical Consultant of RBI Shimla at the rate given below: -

1) Uniform Discount on the Printed Retail Price offered on all items of supply-

a)

(In percentage term-in Figures)

b)

(In percentage term-in Words)

2) I undertake to bear packing, cartage and transportation expenses (if any) and also bear all taxes, GST/Levy/Cess etc. as required or may be required under law, on aforesaid supplies. Purchaser (the Bank) will pay only the Printed Retail Price less the above quoted discount. I will not charge any such taxes from the purchaser (the Bank).

3) I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of the contract.

4) I also Undertake that all the medicines shall be provided as per Credit Slips and no "substitute medicines" will be provided.

Signature

Date

Name

Rubber Stamp



Annex 7 – Format of Undertaking/Declaration

Certificate for acceptance of terms and conditions

(To be attached by the Chemist along with other documents on its letter head)

I / We declare that there is no case / charge under investigation / enquiry / trial against the agency / Shop / Firm. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years. I / We also declare that I shall supply all the medicines etc. prescribed by the Bank's Medical Consultant (BMC) in the Bank premises.

Signature

(Authorized Signatory)

Chemist / firm's Seal

Place:

Date: